



## **BENCOR Tax Deferred Pay 457 Plan for Governmental Employees™ Master Directed Benefit Custody Agreement**

This **DIRECTED BENEFIT CUSTODY AGREEMENT** ("Agreement") is entered into by and between BENCOR, Inc. ("BENCOR") and Charles Schwab Bank ("Custodian"). The Agreement relates to the BENCOR Tax Deferred Pay 457 Plan for Governmental Employees™ ("Bencor Plan") and to one or more accounts (each an "Account") which has been established by the Custodian under this Agreement to hold the assets transferred on the effective date to the Custodian at the direction of BENCOR from the current trustee of the Bencor Plan, Reliance Trust Company, for the benefit of participants and beneficiaries of the individual plans (each being referred to as a "Plan" and collectively as the "Plans") established pursuant to the Bencor Plan by governmental employers (each being referred to as an "Employer" and collectively as the "Employers"), as well as contributions made to the Plans by the Employers subsequent to the effective date. This Agreement is effective on the date it is accepted by the Custodian.

### **PURPOSE OF ACCOUNT**

Each Employer has adopted a Plan by executing an Adoption Agreement under the Bencor Plan for the exclusive purpose of providing benefits to certain of its employees who are eligible to become participants in the Plan by meeting specified eligibility requirements (as well as beneficiaries of participants) and defraying reasonable expenses of administering the Plan. Each such Plan provides that, from time to time, cash and other assets may be paid to a trustee or custodian selected by BENCOR to be held and administered by an administrator ("Administrator"), also selected by BENCOR, as a trust for the uses and purposes of each Employer's Plan.

BENCOR and the Custodian enter into this Agreement whereby BENCOR appoints Custodian to act as custodian of the cash, marketable securities and other property acceptable to the Custodian (as described in Article 2.5) that may be contributed by Employers from time to time to the Account for each such Employer's Plan (collectively "Account Assets") pursuant to the terms of each respective Plan. The Custodian will have no duties or responsibilities with respect to any property other than cash, marketable securities and other property accepted by the Custodian. Charles Schwab Bank agrees to act as the Custodian of the Account according to the terms and conditions of this Agreement.

The parties agree that the Custodian will (i) establish an account to hold the account assets transferred to the Custodian hereunder, (ii) provide safekeeping and custody of Account Assets held in such Account, and (iii) perform the functions and duties assigned to it under this Agreement subject to directions of BENCOR and the Administrator. The Custodian will act only at the direction of BENCOR or the Administrator who has been identified by BENCOR to the Custodian as a party authorized to act on behalf of each Plan and for each Employer. The Custodian has no authority to take any discretionary action and does not exercise discretionary authority or control with respect to assets or any Plan, is not a trustee or fiduciary to any Plan and does not have any fiduciary responsibility with regard to the administration of any Plan or the management of any Plan assets. BENCOR warrants and represents that all directions provided to the Custodian by it or the Administrator will be in conformity with the terms of the applicable Plan and related documents ("collectively, "Plan Documents"), and acknowledges and agrees that the Custodian shall have no liability or responsibility in this regard.

BENCOR warrants and represents that the transfer of custody of Account Assets to the Custodian hereunder and the maintenance of custody by Custodian is authorized by BENCOR pursuant to the



terms of the Bencor Plan. BENCOR further warrants and represents that the Plan Documents are in full force and effect and have not been revoked, modified or amended in any way that would cause the representations made in this Agreement to be inaccurate or incorrect. BENCOR confirms that it is authorized to enter into this Agreement and to carry out all of its duties as described in this Agreement.

The Custodian is subject to directions of BENCOR and the Administrator given in accordance with this Agreement. BENCOR's and the Administrator's directions may be given by (i) one or more individuals designated by BENCOR or the Administrator to act on the each one's behalf, or (ii) any other person authorized in writing by BENCOR or the Administrator or such designated individual(s). BENCOR will direct the Administrator to notify the Custodian of the identity of any person(s) authorized to act on the Administrator's behalf from time to time and to notify the Custodian promptly of any person who ceases to be authorized to act and any person who becomes authorized to act. The Custodian will be entitled to rely in good faith on directions received from such authorized person(s) until notified by BENCOR or the Administrator to the contrary, and acknowledges and agrees that the Custodian shall have no liability or responsibility in this regard.

#### **ARTICLE 1 - CONTRIBUTIONS AND DISTRIBUTIONS**

**1.1 BENCOR Directions.** BENCOR has delegated to the Administrator various rights, powers and responsibilities with respect to the operation and administration of the Plans and of the Account. BENCOR will identify in a written notice to the Custodian the identity of the current and any subsequent changes in the Administrator. Such notice will contain specimens of the authorized signatures and other security information that when presented will permit the Custodian to rely upon directions received from the Administrator.

At the Custodian's request, BENCOR will provide the Custodian with copies of all documents required by the Custodian at or before the time this Agreement is executed by the parties and will provide the Custodian with all other documents amending or supplementing such documents promptly upon their adoption. At the Custodian's request, BENCOR will provide the Custodian with copies of all agreements with all agents appointed by BENCOR or the Administrator and all other documents amending or supplementing such agreements.

Directions from the Administrator to the Custodian will be in writing and signed by the Administrator or persons authorized by the Administrator or may be made by any other method acceptable to the Custodian.

**1.2 Contributions.** Contributions or transfers required by the Plan Documents will be delivered to the Custodian for inclusion in the Account by each Employer. All contributions or transfers will be received by the Custodian in cash or in other property acceptable to the Custodian (as described in Article 2.5). The Account will consist of the contributions and transfers received by the Custodian, together with the income on, and increment in, such assets. The Custodian will manage and administer the Account without distinction between principal and income.

The Custodian has no responsibility to (i) monitor or enforce contributions required or permitted by the Plan Documents, (ii) compute the required amount of such contributions, (iii) determine whether the



Account is sufficient to provide benefits described in the Plan Documents, or (iv) determine whether contributions actually made comply with the Plan Documents, the Internal Revenue Code of 1986, as amended (the "Code") or the regulations promulgated thereunder. Contributions normally will be made by wire transfer of cash or by check, or in the form of property acceptable to the Custodian.

**1.3 Rollover Contributions.** At the written direction of the Administrator, the Custodian will accept a rollover contribution to the Account on behalf of an employee eligible to make such a contribution. Such contributions will consist of cash or other property otherwise accepted by the Custodian. The Administrator will be solely responsible for determining, and the Custodian will have no responsibility for determining:

(a) Where applicable, that such contributions constitute eligible rollover contributions within the meaning of Code Section 402(c)(4) or 408(d)(3);

(b) Whether the employee making the contribution is eligible to do so because he or she is either a participant or an eligible employee who is about to become a participant; and

(c) Where applicable, that the contribution was distributed from an employee benefit plan qualified under Code Section 401(a), a Code Section 403(b) plan, a governmental deferred compensation plan under Code Section 457, from an individual retirement account or annuity described in Code Section 408 or from any other plan from which it is appropriate to accept rollover contributions.

The Custodian will accept such contributions as directed by the Administrator, in an account-to-account transfer directly from the trustee or custodian of the eligible retirement plan from which the distribution is made.

**1.4 Collection of Income and Principal.** The Custodian will collect the income when paid on Account Assets and principal of Account Assets when paid on maturity, redemption, sale or otherwise and invest it as directed in accordance with Articles 2 and 3. The Custodian will make reasonable efforts to diligently collect income and principal of which the Custodian has received actual notice in accordance with normal industry practices. The Custodian will be under no duty to take any action to effect collection of any amounts with respect to which payment is in default, or if payment is refused after due demand. The Custodian will notify the Administrator of any default or refusal to pay.

**1.5 Payments and Distributions.** At the written direction of the Administrator, the Custodian from time to time will make distributions or transfers from the Account as specified in such directions, including distributions for the payment of reasonable Plan expenses. The Custodian will comply with the Administrator's instruction and will have no responsibility or liability for making any distribution or transfer directed by the Administrator and will be under no duty to inquire whether directions from the Administrator conform to Plan provisions, the Code or regulations promulgated thereunder.

The Administrator will furnish to the Custodian all information necessary to enable the Custodian to withhold from each distribution the amount necessary to pay Federal and state income taxes due. If the Administrator fails to provide adequate tax withholding information, the Custodian will have no obligation to withhold any amount to cover the payment of such taxes. However, the Custodian may, in



its sole discretion, and to the extent required under applicable law, withhold from any distribution to any payee such sum as the Custodian may reasonably estimate is necessary to cover required Federal and state taxes which are, or may be, assessed with regard to the amount distributable to such payee. Upon the discharge or settlement of such tax liability the Custodian will pay the balance of such sum, if any, to such payee.

Payments by the Custodian will be delivered or mailed to addresses supplied by the Administrator, or if the Administrator does not provide an address, to the recipient in care of the Administrator. The Custodian's obligation to make such payments will be satisfied upon such delivery or mailing. The Custodian will have no obligation to determine the identity of persons entitled to benefits or their mailing addresses.

If the payment made to a participant or beneficiary is returned to the Custodian, or if the payment is not perfected within such time limits as the Custodian in its sole discretion may determine from time to time, the Custodian will inform the Administrator. It will be the responsibility of the Administrator to instruct the Custodian on the proper disposition of the payment under the terms of the Plan, and the Custodian will have no obligation to take any further action with respect to such payment absent such instructions.

**1.6 Participant Loans and Qualified Domestic Relations Orders.** If a Plan authorizes loans to that Plan's participants, the Custodian will issue such loans from the Account at the direction of the Administrator. Likewise, the Custodian will make payments pursuant to domestic relations orders ("DRO") only at the direction of the Administrator. The Custodian will have no administrative obligations or liability with regard to loans or DROs other than as specifically provided herein.

**1.7 Custodian's Reliance on Administrator's Directions.** The Custodian shall rely upon directions from the Administrator in making payments from the Account, including payments pursuant to a domestic relations order determined by the Administrator to be qualified within the meaning of Code Section 414(p), or payments made to satisfy taxes due. The Custodian will have no liability for payments made, or for failure to make payments, or for discontinuing payments, on the direction of the Administrator. The Custodian will have no liability for failure to make payments from the Account in the absence of written directions from the Administrator.

The Custodian may request instructions from the Administrator and will have no duty to act or liability for failure to act if such instructions are not forthcoming from the Administrator.

**1.8 Disputed Payments.** If any controversy or disagreement arises regarding any payment from the Account or the person(s) to whom payment or delivery of any asset should be made by the Custodian, the Custodian may retain the assets involved without liability pending settlement of the controversy or disagreement and/or require that such controversy or disagreement be adjudicated pursuant to arbitration as provided in Article 9.3. The Custodian will not be liable for the payment of any interest or income on such assets that it retains pursuant to the instruction of an arbitrator. The Custodian may consult its legal counsel or legal counsel designated by BENCOR and will be protected to the extent permitted by law in acting upon advice of counsel.



## ARTICLE 2 - RESPONSIBILITY AND INDEMNIFICATION

**2.1 Direction of Investments.** The BENCOR Plan allows Employers to select in an Adoption Agreement whether the Employer or Participants will direct investments of contributions and balances of participant accounts. It is the responsibility of the Administrator to advise the Custodian of investment directions, and the Custodian shall have no responsibility to determine whether any direction came from an Employer or a participant or whether the direction is accurate and proper; the Custodian's only duty shall be to assure that a direction received by it is implemented promptly. Except as otherwise provided in this Agreement, the Custodian will have no duty or responsibility to review, initiate action or make recommendations regarding Account Assets and will retain assets until directed in writing by the Administrator or its delegate to dispose of them.

**2.2 Status of Employers, Administrator and Custodian.** The responsibilities of the Custodian at all times will be limited to those expressly set forth in this Agreement. Each of the Custodian, BENCOR, the Administrator, any Employer and any person who is delegated with authority to act on behalf of any of the foregoing with respect to this Agreement will be responsible solely for its own acts and will have no responsibility for the acts or omissions of any other person.

**2.3 Participant Direction of Investments.** For Plans that permit a participant to direct the investment of his or her account assets, the Custodian will, upon written instructions from the Administrator, establish on behalf of a participant or beneficiary a Schwab Personal Choice Retirement Account <sup>TM</sup> ("PCRA Account") at Charles Schwab & Co., Inc. (the "Broker/Dealer"). Such Account will be used to segregate the assets representing the value of an individual participant's or beneficiary's account(s) under the Plan. The participant or beneficiary will be allowed to manage the investment of the assets in his or her PCRA Account and will be solely responsible for any loss resulting from his or her exercise of control over the assets segregated into his or her PCRA Account.

**2.4 Acceptable Investments.** Depending on the Custodian's ability to support and administer the asset, the Custodian's powers and duties over the asset, the type of account, the business risk, and other factors, the Custodian will accept assets for acquisition or holding in the Account, including in a Schwab Advisor Portfolio or a participant's PCRA Account as described under Article 2.3. The Administrator shall be solely responsible for determining whether the investment is appropriate, prudent and permissible under ERISA, where applicable, the Internal Revenue Code, and any other applicable law, rules, and regulations, whether the investment is permissible under the terms of the Plan Documents; the economic viability of the underwriter, and diversification of Account assets. The Custodian does not (i) exercise investment management powers over the Account, or (ii) determine whether a particular investment decision made by the Administrator fits the investment objectives of the Account or is otherwise appropriate for the Account.

Subject to the foregoing subjective criteria, and to other policies and procedures that may be issued by the Custodian from time to time, the following types of assets are ordinarily acceptable in the Account:



- (a) Cash;
- (b) Publicly traded stock listed on a U.S. stock exchange or regularly quoted over-the-counter;
- (c) Publicly traded bonds listed on a U.S. bond exchange or regularly quoted over-the-counter
- (d) Mutual funds, including those available through the Broker/Dealer's Mutual Fund Marketplace;
- (e) Registered limited partnership interests, REITs and similar investments listed on a U.S. stock exchange or regularly quoted over-the-counter;
- (f) Commercial paper, bankers acceptances eligible for rediscounting at the Federal Reserve, repurchase and reverse repurchase agreements and other "money market" instruments for which trading and custodial facilities are readily available;
- (g) U.S. Government and U.S. Government Agency issues;
- (h) Municipal securities whose bid and asked values are readily available;
- (i) Federally insured savings accounts, certificates of deposit and bank investment contracts; the Directing Party is responsible for determining Federal insurance coverage and limits and for diversifying Account assets in accordance with those limits;
- (j) American depository receipts, eurobonds and similar instruments listed on a U.S. exchange or regularly quoted domestically over-the-counter for which trading and custodial facilities are readily available; and
- (k) Life insurance, fixed annuities, and guaranteed investment contracts issued by insurance companies licensed to do business in one or more states in the U.S., including, with respect to investment by non-qualified deferred compensation plans, corporate-owned life insurance policies (COLIs).

Notwithstanding the above, the Administrator understands that in certain circumstances a particular investment may be determined by the Custodian to be unacceptable, even though it would be acceptable in other instances.

Unless otherwise restricted in Article 2.6 and subject to (i) the Custodian's administrative capabilities and its sole determination of the business risk involved in holding the particular asset in question (ii) receipt of all documentation required by the Custodian or its affiliates with respect to the asset and the issuer of the asset and (iii) review and acceptance of the asset by the Custodian or its affiliate; a direction to invest the Account (including a participant's PCRA Account) in the following types of assets may be acceptable:



- (a) Unregistered limited partnerships or other pooled funds;
- (b) Other unregistered securities, closely held stock and other securities for which there is no readily available market;
- (c) Loans secured by first deeds of trust;
- (d) Other secured loans;
- (e) The securities of The Charles Schwab Corporation, its affiliates and subsidiaries; these securities may be subject to legal and regulatory prohibitions or restrictions;
- (f) Foreign securities for which trading and custodial facilities are readily available;
- (g) Covered put and call options (if held in self-directed brokerage accounts and authorized by the Administrator); and
- (h) Variable annuities issued by insurance companies licensed to do business in one or more states in the U.S.

Certain of the above types of assets are not publicly traded, and original and/or current cost basis and periodic valuations may not be readily available. For such assets (each an "Alternative Investment") accepted by the Custodian for acquisition or holding in the Account, including in a participant's PCRA Account, the Administrator acknowledges and agrees:

- (a) To consult with competent tax, accounting, and/or legal counsel with respect to the requirements applicable to periodic valuations of such assets and to comply with such requirements, in particular as these impact the Administrator's provision of directions to the Custodian with respect to such valuations.
- (b) To provide the Custodian with directions with respect to the use of original and/or current cost basis with respect to each Alternative Investment, whenever such direction is requested by the Custodian or its affiliate, including but not limited to the time of transfer of such assets to the Account.
- (c) To provide the Custodian with appropriate directions regarding the valuation of each Alternative Investment asset in accordance with Article 4.3 herein.
- (d) In the event that unrelated business taxable income ("UBTI") is generated with respect to any Alternative Investment the Custodian shall not have any responsibility or liability for and shall not make any federal tax reports or filings that require, the reporting or inclusion of this information.
- (e) To the extent that any legal documents required to effectuate the acquisition or holding of any Alternative Investment requires execution by a third party, including but not limited to a participant or beneficiary the Company agrees to provide such properly executed documents to the Custodian upon request within a reasonable timeframe prior to the transaction.



BENCOR understands that the Custodian reserves the right to refuse to purchase or hold any particular issue or asset described herein, including an Alternative Investment. BENCOR acknowledges and agrees that the purchase and holding of any such assets may be subject to additional fees as set forth in the Custodian's Fee Schedule. In addition, notwithstanding any general indemnity given elsewhere, the Custodian reserves the right to seek specific indemnity from the appropriate parties where the Custodian determines, in its sole discretion, that the acquisition or holding of a particular asset or class of asset involves unusual business risk.

**2.5 Unacceptable Investments.** The following assets are unacceptable in the Account:

- (a) Unregistered foreign limited partnerships or other pooled funds not traded through the Depository Trust Company's Alternative Investment Program;
- (b) General partnerships or undivided interests in real property;
- (c) Tangible personal property (*e.g.*, precious metals, gems, works of art, stamps, coins, furniture and other household items, motor vehicles, etc.);
- (d) Real estate;
- (e) Foreign currency and bank accounts;
- (f) Short sales;
- (g) Commodity futures and forward contracts;
- (h) Private or closely held debt instruments;
- (i) Oil, gas and mineral interests;
- (j) Intangible personal property (*e.g.*, patents and rights); and
- (k) Unsecured loans.

**2.6 Limitation on Liability.** The Custodian will not be liable in any way for any loss resulting from a cause over which it does not have direct control and with respect to which it cannot make reasonable arrangements to mitigate, including, but not limited to, any failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems or unauthorized access, strikes or other labor disputes, acts of God, fire, war or civil strife.

**2.7 Indemnification.** Custodian will not be liable for any act or failure to act carried out in good faith reliance on any representation of BENCOR or the Administrator or its delegate. BENCOR will indemnify and hold harmless the Custodian and its officers, employees, affiliates and agents from and against all





liabilities, losses, expenses and claims (including reasonable attorney's fees and costs of defense) arising out of:

(a) Any action or inaction by the Custodian in accordance with the written directions (or the absence of such directions) from any party not related to or retained by the Custodian (a "Directing Party");

(b) Any action or inaction by the Custodian that results from the Custodian's reliance on the action or inaction of a Directing Party, including any such action related to directions to invest Account Assets or otherwise deal with Account Assets;

(c) With respect to a direction to invest in Alternative Investments:

(i) The Plan's inability to invest, re-invest, liquidate or collect income received with respect to such Alternative Investments;

(ii) The Custodian's use of any cost basis, unit or share, UBTI, and/or valuation information provided to it in accordance with its acceptance of such Alternative Investments or the Administrator's directions to the Custodian regarding such information, including, but not limited to: (1) use of a prior annual valuation amount where a subsequent valuation amount has not yet been obtained or for which directions from the Administrator have not yet been provided to the Custodian; (2) the Administrator's provision of an improper or incorrect valuation amount to the Custodian, (3) the failure of the Administrator to provide a valuation direction to the Custodians;

(iii) The investment, reinvestment, reporting, disclosure, liquidation and distribution under any Plan of and with respect to participant and beneficiary contributions and benefits based on such cost basis, unit or share, UBTI and/or valuation information.

(d) The Custodian's execution of its duties under this Agreement in good faith, except to the extent such losses arise directly from the Custodian's breach of its responsibilities specifically allocated to it by the terms of this Agreement;

(e) The acts or omissions to act with respect to the Account by a Directing Party; or

(f) Any violation by a Directing Party of the terms of the applicable Plan and related documents.

For purposes of this Article, "affiliate" means any member of a controlled group of corporations or a group of trades or businesses under common control, within the meaning of Sections 414(b) and (c) of the Code, of which the Custodian is a member.

Expenses incurred by the Custodian that it believes are subject to indemnification under this Agreement will be paid by BENCOR upon the Custodian's request, provided that BENCOR may delay payment of any amount in dispute until such dispute is resolved according to the provisions of Article 9.3 of the



Agreement. Such resolution may include the award of interest on unpaid amounts determined to be payable to the Custodian under this Article.

With respect to any Plan covered under Sections 457(g) and 501(a) of the Code, if the trust ceases to be a tax-exempt trust under such sections, BENCOR will indemnify the Custodian for any Federal or state taxes which the Custodian is required to pay as a result of any distribution made at the direction of the Administrator. Each party must notify the other promptly in the event that a claim has been made and/or suit has been brought which could give rise to rights under this Article.

All indemnities provided herein will survive termination of this Agreement.

### **ARTICLE 3 - CUSTODY INVESTMENTS AND CUSTODIAN POWERS**

**3.1 Powers of the Custodian.** The Custodian will not have any discretion or authority with regard to the investment of the Account, but must act solely as a custodian of the funds contributed to it. As a custodian, the Custodian is authorized and empowered, by way of limitation, with the following powers, rights and duties, each of which the Custodian exercises solely in accordance with the written direction of BENCOR or the Administrator as directed by an Employer and/or Participants as communicated to the Custodian via the Administrator:

- (a) To hold Account Assets in the name of its nominee;
- (b) To invest and reinvest Account Assets at the direction of the Administrator and the Investment Manager;
- (c) To deposit in a securities depository any securities in accordance with applicable law;
- (d) To settle securities transactions through an institutional delivery system, either traded and settled directly in the Account or placed at a broker dealer and settled in the Account;
- (e) To execute any declarations, endorsements, assignments, stock or bond powers, affidavits, certificates of ownership or other documents required (i) to effect the sale, transfer, or other disposition of Account Assets, (ii) to obtain payment with respect to Account Assets, or (iii) to take any other action required with respect to Account Assets, and in the Custodian's own name to guarantee as the Administrator's signature any signature so affixed;
- (f) Where direction from the Administrator is not possible, to exercise such authority as is permitted to custodians under applicable law in order to carry out its responsibilities under this Agreement; and
- (g) To employ suitable agents as will be necessary and appropriate as determined by the Custodian in the Custodian's sole discretion to enable Custodian to fulfill its responsibilities under this Agreement.



**3.2 Insurance Contracts/Pooled Investment Vehicles.** The Administrator may direct the Custodian to invest Account assets in a pooled investment vehicle funded by contracts issued by an insurance company qualified to do business in a state, including, without limitation, group annuity and guaranteed investment contracts. Any such contract may provide for the allocation of amounts received by the insurance company to its general account, one or more of its separate accounts (including pooled separate accounts), or both. Notwithstanding any other provision of the Agreement, the terms of the contract(s) governing the separate account(s) in which the Account is invested will govern the investment responsibilities and powers of the insurance company and, to the extent required by law, the terms of such contract(s) will be incorporated into the Agreement.

(a) The Administrator will be responsible for ensuring that the purchases conform to the requirements of the applicable Plan and any rules and policies established by the Administrator regarding the form, value, optional settlement methods and other provisions of the Contracts. The Custodian will not be responsible for the validity or proper execution of any Contract delivered to it, or any act of any person that renders the Contract void or voidable. The Custodian will not be responsible if the Contract held in the Account fails to meet the requirements of the applicable Plan, and will have no duty to inform participants of the terms and conditions of any such Contract.

(b) The Administrator will cause the applicable Plan to be designated as the sole owner of all Contracts attributable to that Plan. The Custodian will exercise its powers, rights, privileges, options and other incidents of ownership with respect to the Contracts only at the written direction of the Administrator. The Administrator will be responsible for informing the Custodian of the identity of all beneficiaries of any Contract.

(c) Unless otherwise provided for herein, the Administrator hereby instructs the Custodian to value every Contract held in the Account at \$1.00.

**3.3 Proxies, Corporate Literature, Shareholder Information.** The Custodian will forward all proxies and accompanying material, notices and forms related to class action lawsuits, and other information provided to and received by the Custodian that have been issued by any company, the securities of which are held in the Account, to the Administrator, to an alternative party directed by the Administrator to receive such information, or directly to the participant or beneficiary with respect to assets held in a PCRA Account as provided under Section 2.3. The Custodian will be under no duty to determine how, or if, proxies are received or voted, how or if the Account will participate in or respond to class action notices, or how or if to respond to any other such notices or materials received by the Administrator or any other party. Furthermore, the Custodian will be under no obligation to forward, retain or act upon any other corporate material received by the Account except to the extent required by law.

**3.4 Products of an Affiliate.** At the direction of the Administrator, the Custodian may purchase shares of regulated investment companies (or other investment vehicles) advised by the Public Company, the Broker/Dealer, the Custodian or any affiliate or subsidiary of any of them ("Affiliated Funds"), except as prohibited by law or regulation.



Notwithstanding any other provision in the Agreement to the contrary, uninvested cash pending investment or disbursement held in an account established under this Agreement may be invested in Affiliated Funds or in a liquid savings deposit account to earn interest designated by the person or entity authorized hereunder for that purpose. To the extent the Custodian is instructed to deposit uninvested cash in a deposit account, such deposits shall be made to a deposit account maintained in the banking division of Charles Schwab Bank which is insured by the Federal Deposit Insurance Corporation ("FDIC"). Upon direction to deposit such uninvested cash in a deposit account, the Custodian will automatically deposit uninvested cash deposited to, or withdrawn from, a deposit account maintained in the banking division of Charles Schwab Bank pursuant to the applicable terms of the Disclosure Statement in effect from time to time. The Custodian's obligations to invest cash in an Affiliated Fund or in a deposit account shall be limited to the terms of the Disclosure Statement in effect from time to time as directed by the person or entity authorized to provide such directions under this Agreement. Schwab Bank shall provide the Administrator a current copy of the Disclosure Statement upon request.

Affiliated Funds may not be purchased or held by the Account unless the Administrator has received disclosure concerning the Public Company's, the Broker/Dealer's, the Custodian's and/or their affiliate's and subsidiary's relationship to the Funds. Such disclosure must include an explanation of any fees paid to the Public Company, the Broker/Dealer, the Custodian and/or their affiliates and subsidiaries.

**3.5 Overdrafts.** Notwithstanding any other provision in this Agreement to the contrary, the Custodian will have the right, but not the responsibility to clear, or cover overdrafts incurred by the Account. In order to fulfill its obligation to clear Account overdrafts, the Custodian will request the Administrator to direct the Custodian to sell specific Account assets in an amount sufficient to cover the overdraft. If the Custodian does not receive the requested direction before the close of business on the day of its request, Custodian will have the right, but not the responsibility, to sell Account assets in an amount necessary to cover the overdraft.

In the event the Custodian determines to sell Account assets in order to cover the overdraft, the Custodian will first liquidate any available money market funds held by the Account, and to the extent such amounts are insufficient to cover the overdraft, the Custodian will liquidate other classes of Account assets in the following order until sufficient funds are generated to cover the overdraft:

- (1) Capital preservation funds
- (2) Bond investment funds
- (3) Balanced investment funds
- (4) Stock investment funds
- (5) Equities and other securities

**3.6 No Duty to Inquire.** All persons dealing with the Custodian are released from inquiring into the decision or authority of the Custodian and from seeing to the proper application of any monies paid or securities or other property delivered to the Custodian.

**3.7 No Duty to Investigate.** The Custodian will bear no liability for acting upon any instruction or document believed by it to be genuine and to be presented or signed by a party duly authorized to do



so, and the Custodian will be under no duty to make any investigation or inquiry about the correctness of such instruction or document.

**3.8 Advice of Counsel.** The Custodian may consult with legal counsel of its choice, including counsel designated by BENCOR, upon any question or matter arising hereunder, and the opinion of such counsel, when relied upon by the Custodian will be evidence the Custodian was acting in good faith.

**3.9 Capital Preservation Vehicle.** The banking department of the Custodian offers access to a money market deposit product described in 12 C.F.R. Section 204.2(d)(2) (referred to as "Schwab Bank Savings"). To the extent the Administrator desires to add Schwab Bank Savings as an option under any Plan, the Administrator will instruct the Custodian to establish a deposit account with the banking department of Charles Schwab Bank to provide access to Schwab Bank Savings. In such event, the Administrator shall instruct the Custodian to establish a Schwab Bank Savings account for the Plan with Charles Schwab Bank as the depository institution. If Schwab Bank Savings is added as an investment option under any Plan, the Administrator, through its written instruction to the Custodian, shall acknowledge receipt of and agreement to the current terms and conditions governing Schwab Bank Savings, the disclosures containing information on Schwab Bank Savings, the manner in which interest rates on Schwab Bank Savings accounts will be determined, and terms governing the frequency of interest rate changes. The Administrator will determine independently that the interest rates offered under Schwab Bank Savings and Charles Schwab Bank's interest rate determination and modification process is, in all respects, reasonable. The Administrator has the sole responsibility to determine that such interest rates are reasonable and also has the responsibility to determine that the use of Schwab Bank Savings is both prudent and proper in the context of its overall responsibility to establish investment options under any Plan. The Administrator has the sole responsibility to monitor the reasonableness of interest rates payable on Schwab Bank Savings, including all prospective interest rate changes. The Administrator shall notify the Custodian if it determines that such rates are no longer reasonable.

#### **ARTICLE 4 - SETTLEMENT OF ACCOUNTS**

**4.1 Accounting Records.** The Custodian will maintain accurate and detailed records of all investments, receipts, disbursements and other transactions related to the Account. The records will be available for inspection and audit at all reasonable times by BENCOR or its authorized representatives.

#### **4.2 Custodian Reports.**

(a) Within sixty (60) days following the close of each calendar quarter or the close of any other period as may be agreed upon by the Custodian and BENCOR, the Custodian will file with the Administrator a written accounting of the Account (the "Custody Account Statement") setting forth a description of all securities and other property purchased and sold, all receipts, disbursements, and other transactions effected by it during that quarter or other designated period, and listing the securities and other property held by the Custodian at the end of such quarter or other designated period, together with their then fair market values.



(b) The Administrator may approve the Custody Account Statement by written notice of approval delivered to the Custodian or by failure to deliver to the Custodian express objections to the Custody Account Statement in writing within sixty (60) days from the date upon which the Custody Account Statement was mailed or otherwise delivered to the Administrator.

(c) The Custody Account Statement will be deemed approved upon receipt by the Custodian of the Administrator's written approval of the Custody Account Statement or upon the passage of the sixty (60) day period of time, except for any matters covered by written objections that have been delivered to the Custodian by the Administrator and for which the Custodian has not given an explanation or made an adjustment satisfactory to the Administrator.

(d) If the Custody Account Statement is not settled as provided above, the Custodian or the Administrator will have the right to submit such controversy or disagreement to arbitration pursuant to Article 9.3, at the expense of the Account for a settlement of the accounting. Any determination by the arbitrator entered in such proceeding will be conclusive on all persons interested in the Account.

**4.3 Valuation.** Notwithstanding any other provision of this Article 4, unless the Custodian is able to obtain the value of the Account Assets, including any Alternative Investments held by the Account, from readily available public sources, as of each valuation date assigned by BENCOR, the Administrator will direct the Custodian with respect to the current fair market value of the Account Assets within the time frame requested by the Custodian, and the Custodian will, in accordance with such valuation, account for such assets and include such information in reports pursuant to Article 4.2 of this Agreement. In the event the Administrator fails to provide such direction, the Administrator directs the Custodian to engage an independent appraiser that meets the requirements of Code Section 401(a)(28)(C) to determine the current fair market value of the Account Assets. Any expenses and costs with respect to such appraisal will be paid out of the Account or, at the option of BENCOR, by BENCOR.

BENCOR acknowledges and agrees that in the event that any Account Assets, including Alternative Investments, are transferred from an account held by a prior trustee or custodian to the Account, (whether from the Broker/Dealer or an unrelated financial provider):

(1) If such assets are valued at zero, the Custodian shall use such zero valuation for such assets for all plan purposes until such time as the Administrator provides the Custodian with a replacement valuation or, at the Administrator's direction, the Custodian obtains such a replacement valuation; and

(2) If the Administrator does not provide the Custodian with a subsequent valuation direction or such subsequent valuation direction is not timely provided by the Administrator, the Custodian shall use the last valuation direction previously provided by the Administrator to the Custodian for all Plan purposes.

BENCOR further acknowledges and agrees that in no event will the Custodian be responsible for use of an updated valuation amount prior to actual receipt by the Custodian of such updated valuation information. In the event that an updated valuation amount is provided by BENCOR or the Administrator as a result of an error or inaccuracy in a prior valuation direction, BENCOR shall



compensate the Custodian based on its standard hourly rates for Extraordinary Services attributed to work that must be corrected, as defined in the Fee Schedules referenced in Article 6.2 herein.

BENOR, and not the Custodian, will be responsible and liable for the determination of whether the valuation and the valuation method are acceptable and have been conducted in accordance with applicable legal and regulatory requirements. The Custodian will not be liable for an inaccurate valuation and shall have no duty of investigation or inquiry with respect thereto, and BENCOR shall indemnify, release and hold the Custodian harmless for any losses, liabilities, claims and expenses (including attorney's fees and costs of defense) resulting from the valuation of Account Assets.

## **ARTICLE 5 - SERVICES BY AND BROKERAGE TRANSACTED THROUGH AFFILIATES**

**5.1 Services by the Affiliates.** The Custodian may contract or make other arrangements for the provision of services to the Account with any organizations affiliated with or subsidiaries of the Custodian, including the the Public Company and the Broker/Dealer, their respective affiliates and subsidiaries, successors and assigns, except where such arrangements are prohibited by law or regulation.

**5.2 Brokerage.** The Custodian is authorized to place securities orders, settle securities trades, hold securities in custody, and perform related activities on behalf of the Custody Account through or by the Broker/Dealer whenever possible unless BENCOR specifically directs Custodian to settle a trade directly with another broker/dealer. Trades and related activities transacted through the Broker/ Dealer or another broker/dealer are subject to fees and commissions established by the Broker/Dealer or other broker/dealer, which may be paid from the Custody Account or netted from the proceeds of trades. Transactions executed by the Broker/Dealer or other broker/dealer are subject to the applicable account agreement, trading rules and policies as modified or amended from time to time, together with the applicable rules, regulations, customs and usage of any exchange, market, clearing house or self-regulatory organization and applicable federal and state laws, rules and regulations. Trades may not be executed through the Broker/Dealer or other broker/dealer unless BENCOR has received disclosure concerning the relationship of the Broker/Dealer or other broker/dealer to Custodian, and fees and commissions which may be paid to the Public Company, the Broker/ Dealer, the Custodian and/or their affiliates or subsidiaries as a result of using the execution or other services of the Broker/Dealer or other broker/dealer.

**5.3 Mutual Funds and Uninvested Cash.** The Administrator or its authorized delegate may direct purchases of shares of regulated investment companies (or other investment vehicles) advised by affiliates of the Public Company, Broker/Dealer, or Custodian unless such investment is forbidden by law or regulation. Uninvested cash of the Custody Account will be invested as defined in this Agreement unless BENCOR specifically instructs the use of another fund or account, except where forbidden by law or regulation.

**5.4 Disclosure of Information.** The Custodian is authorized to disclose such information as is necessary to the operation and administration of the Account to the Public Company or any of its affiliates, and to such other persons or organizations that the Custodian determines have a legitimate business purpose for obtaining such information.



The Custodian is authorized to disclose upon request to companies whose securities are held in the Account: (1) the Plan's and/or the Employer's name and address; (2) the holdings in the Account of securities issued by the requesting company; and (3) with respect to Rule 22c-2 of the Investment Company Act of 1940, the taxpayer identification number ("TIN"), if known, of any or all Plan participant(s) that purchased, redeemed, transferred or exchanged holdings in a fund subject to Rule 22c-2 through an account maintained by the Custodian, and the amounts and dates of each purchase, redemption, transfer or exchange, and other information that may be required by such rule.

## **ARTICLE 6 - TAXES, EXPENSES AND COMPENSATION OF CUSTODIAN**

**6.1 Taxes.** The Custodian will notify the Administrator of any tax levied upon or assessed against the Account of which the Custodian has knowledge. If the Custodian receives no instructions from the Administrator, the Custodian may pay the tax from the Account. If the Administrator wishes to contest the tax assessment, it will give appropriate written instructions to the Custodian. The Custodian will not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Custodian has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorney's fees.

**6.2 Custodian Compensation and Expenses.** BENCOR or the Administrator will remit to the Custodian quarterly the expenses of the Custodian in administering the Account and reasonable compensation for its services as Custodian.

Such expenses and compensation are paid to the Custodian and its affiliates as set forth in the Custodian's Fee Schedule. BENCOR acknowledges receipt from the Custodian of the Fee Schedule and, where applicable, the Schwab Retirement Account/Personal Choice Retirement Account® Plan Application ("Application"), the Custodian's Fee Schedule for Unitized Portfolios or any other specific fee schedules applicable to the Account ("Other Fee Schedules") prior to execution of this Agreement. BENCOR acknowledges and agrees that the amounts described in such Fee Schedule, Application and/or Other Fee Schedules, whichever it has received, are approved by it and are payable to the Custodian and that such amounts have been taken into consideration in determining the reasonableness of the amounts payable to the Custodian.

Reasonable compensation will include the float earned on uninvested cash, the reimbursement of expenses incurred by the Custodian in providing extraordinary services, and other compensation and remuneration as defined in the Fee Schedule, Application, and/or Other Fee Schedules. The Custodian reserves the right to alter this rate of compensation at any time by providing BENCOR with written notice of such change at least sixty (60) days prior to its effective date.

Reasonable expenses, including counsel, appraisal, or accounting fees, may be withdrawn from the Account unless paid by BENCOR within thirty (30) days after mailing of the written billing by the Custodian, unless earlier withdrawal of expenses from the Account is otherwise directed in writing by BENCOR. The Custodian reserves the right to charge overdraft fees and where applicable, will provide notice of such overdraft charges to the Administrator.





**6.3 Additional Custodian Compensation.** In addition to fees set forth elsewhere, BENCOR acknowledges that the Custodian may receive, as compensation for its services, any credit, interest or other earnings (collectively "Float") on aggregate cash balances that the Custodian has on deposit with Charles Schwab Bank or any third-party bank or other financial institution.

The Custodian has the authority to initiate investments on behalf of the Plans only upon receipt of instructions from the Administrator. Charles Schwab Bank, therefore, takes no steps to maintain full investment of cash in any Account until Charles Schwab Bank has received appropriate instructions for the investment or distribution of cash balances in such Account from the Administrator. The Custodian calculates its cash Float investment amount each business day by netting all cash activity and adjusting for cash reserved for investment or reinvestment and for cash reserved for distributions. The result is further adjusted by an additional reserve amount determined by the Custodian in its sole discretion as necessary to satisfy the cash needs of the Plans during the following day for settlement of trades and payments, which may be adjusted from time to time.

Accounts held by Custodian may have uninvested cash balances from time to time due to one or more of the following circumstances:

(a) Incoming Cash Pending Investment ("Incoming Cash"): Cash balances may result from the receipt of (a) Plan contributions (or other deposits) from Employers;; (b) amounts transferred to Custodian from another trustee or custodian (such as due to a plan conversion or merger); (c) payments received from other parties (*e.g.*, investment securities settlement proceeds), or (d) cash resulting from the settlement of investment sale trades, or (e) cash that is unable to be deposited due to a lack of investment direction from the participant or an Employer. The Float period begins on the date such cash is received by Custodian and ends either on the date of settlement with the issuers of subsequent investment trades initiated by Custodian at the direction of an authorized party or on the date Outgoing Cash (as described below) is generated at the direction of and authorized party. No Float is earned when the net proceeds of all sales trades in an Account are offset by the cost of all buy trades in an Account on any specific date.

(b) Outgoing Cash Pending Clearance ("Outgoing Cash"): Cash balances may result from the generation of checks or Automated Clearing House ("ACH") payments attributable to distribution and other payments written on an Account ("Outgoing Cash"). The Float period begins on the date such check or ACH payment is generated and ends on the date (i) the payee presents the check for payment and the check is cleared by Custodian's checking account bank, or (ii) the ACH payment is cleared (generally the next business day). Generally, no Float is earned when a distribution is made via wire transfers.

The Incoming Cash and Outgoing Cash are held subject to the earning of Float as non-interest bearing deposits by, and are commingled with the general assets of, Charles Schwab Bank. The Custodian estimates the value of Float on uninvested cash deposit balances to equal the Charles Schwab Bank's average investment portfolio yield for a given period less the cost of FDIC insurance premiums Charles Schwab Bank is required to pay on such deposits. Applicable rates and calculations of Float earned for representative periods are available upon request.



#### Associated Service Standards

(a) **Incoming Cash:** The Custodian credits Incoming Cash consisting of wires or ACH receipts to an Account on the business date of receipt. The Custodian credits checks deposited to an Account on the business date of receipt if the Custodian receives them by its published cash deposit cutoff deadline and on the next business day after receipt if Custodian receives them after such deadline, subject in all cases to verification and collection. The Custodian's policy is to make funds deposited by check available for use immediately upon posting to an Account. Incoming checks generally require two or three days to clear. The Custodian processes investment directives received from an authorized party on the business date of receipt if the Custodian receives them by its published trade cut-off deadlines and on the next business day after receipt of the Custodian receives them after such deadline. Trade settlement generally occurs on the next business day after trade execution for mutual funds and collective trust funds and on the third business day after trade execution for equities and other exchange-traded securities.

(b) **Outgoing Cash:** The Custodian processes Outgoing Cash within two business days after receipt of the distribution instructions from an authorized party. Outgoing checks are delivered to the U.S. postal service or other designated delivery services within twenty-four hours of when the check is issued. At the time a check is issued, cash is transferred from the Account to a Schwab Bank omnibus disbursement account.

#### **ARTICLE 7 - RESIGNATION OR REMOVAL OF CUSTODIAN**

**7.1 Resignation/Removal and Replacement.** The Custodian may resign as custodian hereunder or may be removed by BENCOR. This resignation or removal may be accomplished at any time upon the giving of sixty (60) days written notice to BENCOR (or less if the receiving party agrees to waive notice). Upon resignation or removal, BENCOR will appoint a successor custodian who will then succeed to all the powers and duties given to the Custodian by this Agreement. The terminating Custodian will transfer all property of the Account then held by it to such successor custodian, in accordance with the written directions of BENCOR.

If either party has given notice of termination as provided under this Agreement, and upon the expiration of the advance notice period no successor has been appointed and has accepted such appointment, the Custodian will deliver the assets of the Account Assets to BENCOR. The Custodian is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of its accounts or other proper Account expenses, and any balance of such reserve remaining after the payment of such fees and expenses will be paid to the successor custodian.

**7.2 Settlement of Accounts.** Within sixty (60) days of the transfer to the successor, the terminating Custodian will provide BENCOR with a Custody Account Statement in the form and manner prescribed for the annual Custody Account Statement in Article 4.2. Unless BENCOR files written objections with the Custodian within sixty (60) days after such Custody Account Statement has been mailed or otherwise delivered, BENCOR will be deemed to have approved the Custody Account Statement.



**7.3 Termination of Liability.** Upon settlement of its account and transfer of the Account to the successor custodian, all rights and privileges under the Plans and this Agreement will vest in such successor custodian, and thereafter liability of the Custodian for future action or inaction will terminate subject only to the requirement that the Custodian execute all necessary documents to transfer the Account to the successor custodian. The Custodian will not be obligated to transfer all of the assets of the Account until the Custodian is indemnified in a manner satisfactory to it for all fees and expenses reasonably anticipated to be incurred through the date of transfer.

## **ARTICLE 8 - TERMINATION OF CUSTODIAN AND AMENDMENT**

**8.1 Termination.** BENCOR may terminate this Agreement upon at least sixty (60) days written notice to the Custodian. Upon such termination, the Account will be distributed by the Custodian as and when directed by BENCOR. Such termination will be effective at the end of the notice period, except that the parties may agree to an earlier termination. The Custodian's fees and costs related to termination, including costs for registering securities and other Property, generating reports and a final accounting will be paid by BENCOR or subsequently charged to the Account.

From the date of termination of the Account and until the final distribution of Account assets, the Custodian will continue to have all the powers provided under this Agreement that are necessary or desirable for the orderly liquidation and distribution of the Account.

**8.2 Amendment.** Except as provided for in this Agreement and the Fee Schedule, including in Article 8.1, this Agreement may be amended at any time by written amendment adopted by BENCOR and the Custodian, provided, that such amendment will not operate:

(a) To cause any part of the Account to revert to or be recoverable by any Employer or to be used for or diverted to purposes other than the exclusive benefit of participants and their beneficiaries of the Plans, except to the extent permitted by law and the Plans; or

(b) To reduce the then accrued benefits or the amounts then held for the benefit of any participant or beneficiary of the Plans.

## **ARTICLE 9 - MISCELLANEOUS PROVISIONS**

**9.1 Construction and Severability.** This Agreement will be construed (where applicable) under the Code and any other applicable Federal statutes, and, to the extent not otherwise preempted, under the laws of the State of New York, and will be administered under the Code and other applicable Federal Statutes. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

**9.2 Headings.** The headings in this instrument have been inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement.

**9.3 Arbitration of Disputes.** Any dispute under this Agreement will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by BENCOR and the Custodian.



If BENCOR and the Custodian cannot agree on such a choice, each will nominate a member of the American Arbitration Association, and the two nominees will then select an arbitrator. Expenses of the arbitration will be paid as decided by the arbitrator.

**9.4 Entire Agreement.** The Agreement constitutes the entire agreement of the parties. All previous agreements and instructions (written or oral) between BENCOR and the Custodian with respect to the Account and Account Assets are hereby superseded.

**9.5 Governing Law.** This Custody Agreement and Account shall be governed by and construed in accordance with the laws of New York, and all questions as to its validity will be determined in accordance with the laws of the State of New York.

**9.6 Recorded Conversations.** The Custodian is authorized to tape record conversations between the Custodian and persons acting on behalf of BENCOR, the Administrator, and any Employer to verify data on transactions.

**9.7 Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed original, and such counterparts will constitute but one instrument that may be sufficiently evidenced by any one counterpart.

**9.8 Successors and Assigns.** This Agreement is not assignable by any party without the other party's prior written consent, and any attempted assignment in contravention shall be null and void. Notwithstanding the foregoing, any corporation or association (i) into which the Custodian may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation or reorganization to which the Custodian may be a party, or (iii) to which all or any part of the Custodian's fiduciary business, which includes the collective investment funds, for which the Custodian is the trustee, may be transferred, shall have all of the rights, powers and obligations of the Custodian under this Agreement, without the necessity of executing any instrument or performing any further act.

**9.9 Gender.** As used in this Agreement, the masculine gender will include the feminine and neuter genders and the singular will include the plural and the plural the singular, as the context requires.

**9.10 Bond.** The Custodian will not be required to qualify before, be appointed by, or account to any court or obtain the order or approval of any court in the exercise of any power or discretion. The Custodian will not be required to furnish bond or other security in any jurisdiction except to the extent required by law.

**9.11 Taxation of Account.** The Administrator is responsible for filing any and all tax returns and for paying any taxes due on income earned in the Account. If directed by the Administrator, the Custodian may provide information to assist the Administrator in preparation of tax returns; however, the responsibility for correctness and accuracy of all returns is solely that of the Administrator, and the Custodian will not be liable for the correctness and accuracy of any information provided as it relates to the application of tax law.



**9.12 Extraordinary Events.** The Custodian is not responsible for losses caused directly or indirectly by conditions beyond its control, including, but not limited to, war, natural disasters, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

**9.13 Trade Notifications.** BENCOR, on behalf of the Administrator, has agreed not to receive separate notifications of securities transactions and agrees that all securities transactions will be reported on Custody Account Statement. Provided, however, BENCOR has the right under applicable law to receive, at no additional cost, separate notifications of securities transactions executed by the Custodian for the Account.

**9.14 Notices, Change of Address.** Any notice required or permitted to be given under this Agreement will be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

If to BENCOR:                                2 North Tamiami Trail  
Suite 602  
Sarasota, Florida 34236

If to the Custodian:                        Charles Schwab Bank  
Attention: Vice President, Business Trust  
211 Main St. 14<sup>th</sup> Floor  
San Francisco, California 94105

or to such other address as BENCOR or the Custodian may hereafter specify in writing by providing ten days prior notice of such change to the other party. All notices, requests, demands and other communications will be in writing and will be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the fifth day after mailing, if mailed and properly addressed.



## Execution Page

The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of October 10, 2017.

BENCOR, Inc.

Signature and Date Required	
<input checked="" type="checkbox"/> Authorizing Person Signature	Date <u>10/10/17</u>
Print Name <u>Hugh Bishop</u>	Title <u>President &amp; C.E.O.</u>

The person whose signature appears below hereby certifies that he/she is the duly elected, qualified and acting Secretary/General Partner/Managing Member/Other (as set forth below) of BENCOR, Inc. ("BENCOR") and further certifies that the person whose signature appears above is duly authorized with full power to execute, on behalf of BENCOR, this Agreement as well as all additional required account opening documents including, but not limited to, Charles Schwab Bank's New Account Setup Form.

Signature and Date Required	
<input checked="" type="checkbox"/> Authorizing Person Signature	Date <u>10/10/17</u>
Print Name <u>C. Kurt Miller</u>	Title <u>MANAGING DIRECTOR</u>

Charles Schwab Bank, CUSTODIAN

Signature and Date Required	
<input checked="" type="checkbox"/> Authorizing Person Signature	Date <u>10-27-17</u>
Print Name <u>LAWRENCE BOHRER</u>	Title <u>VICE PRESIDENT</u>