

CUSTODIAN AGREEMENT
For Non-Trusteed 403(b) Plans and Non-Trusteed 457(b) Plans Only

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, among _____ (“Employer”), and Benefit Trust Company, a trust company organized under the laws of Kansas (“Benefit Trust”).

WHEREAS, the Employer has adopted and maintains a retirement plan to be known as the _____ Plan (“Plan”) for the benefit of certain of its employees, effective _____, 20__ and as amended from time to time; and

WHEREAS, the Employer, acting for itself or in its capacity as the Plan Administrator, desires to enter into a Custodian Agreement with Benefit Trust for the purpose of holding certain Plan assets and providing certain services for the Plan; and

WHEREAS, the Employer represents that the terms of the Plan do not enlarge or otherwise alter Benefit Trust’s responsibilities as described in this Agreement.

WHEREAS, Benefit Trust is willing to provide services as a custodian, but only on certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Employer hereby appoints Benefit Trust as custodian for the Plan, and Benefit Trust hereby accepts such appointment and agrees to provide the services described in the attached Terms and Conditions. The Employer represents and warrants to Benefit Trust that it has authorized _____ (“Recordkeeper”) to forward to Benefit Trust instructions on behalf of the Employer, Plan Administrator or other Plan fiduciary responsible for the operation and administration of the Plan, and the Participants, if applicable.

The Employer and Benefit Trust have executed this Custodian Agreement to be effective as of the day and year first above written.

Employer

By: _____
Print Name: _____

Title: _____
(Responsible Plan Fiduciary)

Address: _____

Address: _____

Phone: _____

Email: _____

Benefit Trust Company
Custodian

By: _____

Print Title: _____

Title: _____

CUSTODIAN AGREEMENT

Terms and Conditions

The Employer and Benefit Trust agree that Benefit Trust shall serve as custodian for the Plan described in the Custodian Agreement pursuant to the following terms and conditions:

Section One - Establishment of Account

1.1 Assets. The Employer from time to time will place with Benefit Trust some or all of the assets of the Plan (such assets are referenced herein as the "Account"). Benefit Trust agrees to hold, invest, exchange and otherwise deal with the Account in accordance with the following terms and conditions. The duties and responsibilities of Benefit Trust with respect to the Account shall be determined solely in accordance with this Agreement and shall not be deemed to be enlarged by the provisions of the Plan.

1.2 Contributions. Benefit Trust shall have no duty to determine any Plan contributions, and shall be under no obligation to collect the same. The Employer shall have the sole duty and responsibility for determining the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to Benefit Trust and compliance with any statute, regulation or rule to such contributions. Benefit Trust shall be accountable solely for monies or properties actually received by it, and not for monies or property not received or otherwise transferred out of the Account to other custodians, participant directed brokerage accounts or the like. The Employer may direct Benefit Trust through the Recordkeeper to debit a pre-authorized Employer account through the Automated Clearing House system, and hereby authorizes the Recordkeeper to transmit such information and direction. Benefit Trust, when providing the service contemplated under this Section 1.2, shall be entitled without liability to rely upon the accuracy of information, orders, instructions and authorizations received from the Employer through the Recordkeeper and the authenticity of any representation purporting to be from, or signature purporting to be of, the Employer or Recordkeeper. Benefit Trust may rely on information, orders, instructions and authorizations provided by the Employer through the Recordkeeper with respect to any of its affiliate or subsidiary or provided by an affiliate or subsidiary of the Employer with respect to the employer, without inquiry into the authority of such party to give such information. The Employer shall provide, or cause to be provided, to Benefit Trust any information or documents, and execute, or cause to be executed, any document or instrument which Benefit Trust reasonably deems necessary or appropriate to establish a new account or provide the service hereunder, including without limitation, specifications, signature cards (either manual or facsimile signatures) and test transmissions, corporate resolutions or other equivalent organizational authorization and transmissions. The Employer agrees to comply with, and be bound by, all Automated Clearing House operating rules (including but not limited to the operating rules and guidelines of the National Automated Clearing House Association, and the New England Automated Clearing House Association) as in effect from time to time.

1.3 Recordkeeper. The Employer has appointed the Recordkeeper to perform certain services including but not limited to maintaining participant accounts for all contributions, loans and loan repayments, rollovers, and other deposits, determining how such deposits are to be allocated to the investment funds of the Plan, determining requirements for disbursements from or transfers among investment funds in accordance with the terms of the Plan, distributing information about the investment funds offered under the Plan, and distributing participant statements at periodic intervals. The Employer has authorized the Recordkeeper to forward to Benefit Trust instructions on behalf of the Employer, Plan

Administrator or Participants (if individual direction of investments is permitted in the Plan Document).

1.4 Reliance on Instructions. Benefit Trust shall be fully protected in acting upon any instruction, order, instrument, certificate, or paper (each referenced herein as an “Instruction”) of the Employer, Plan Administrator, or a Participant believed by it to be genuine and to be properly executed, and Benefit Trust shall be under no duty to make any investigation or inquiry as to any statement contained in any such Instruction but may accept the same as fully authorized by the Employer, Plan Administrator, or a Participant, as the case may be. The Recordkeeper and not Benefit Trust shall be responsible for determining that all Instructions provided to Benefit Trust through the Recordkeeper are given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. Benefit Trust may conclusively presume that any Instructions received through the Recordkeeper have been duly authorized by the Employer, Plan Administrator, or Participant, as applicable, pursuant to the terms of the Plan and applicable law. Whenever this Agreement specifies that a communication shall be in writing, Benefit Trust shall be protected in relying upon such communication made by telecopy or electronic transmission to the same extent as an original instrument.

Section Two - Investments

2.1 Investment Authority. Except as provided in the Plan (relating to individual direction of investments by Participants), the Employer, through the Recordkeeper, shall direct Benefit Trust with regard to the investment of the Account into any permitted investment.

2.2 Permissible Investments. Assets of the Account shall be invested only in investment options selected by the Employer. Such selection shall be limited to (i) shares of investment companies registered under the Investment Company Act of 1940, (ii) collective funds maintained by a bank or trust company, (iii) various classes of common stock of the Employer, (iv) pools of insurance contracts, (v) funds managed by a registered investment manager, bank or insurance company, (vi) accounts managed by named fiduciaries for the Plan, and (vii) other securities publicly-traded on a national exchange or electronic trading system located in the United States. The Employer shall be responsible for ensuring compliance with all conditions, limitations and restrictions applicable to any investment in any investment option. If the Plan is a 403(b) Plan, such selection shall be limited to (i) shares of investment companies registered under the Investment Company Act of 1940, and (ii) annuity contracts.

2.3 Participant Investment Direction. If Participant direction is permitted in the Plan Document, including but not limited to direction to transfer assets out of the Account into participant directed brokerage accounts or other such investments, Benefit Trust shall invest, reinvest, or transfer the amounts held in each Participant’s account as directed by the Participant without the requirement to review or question said direction. The Recordkeeper shall receive, aggregate and deliver to Benefit Trust the investment instructions of the Participants.

2.4 Duties of Benefit Trust. Benefit Trust shall place assets of the Account in permitted investments as directed. Benefit Trust shall be under no duty to question, and shall incur no liability on account of following, any investment Instructions received through the Recordkeeper. Benefit Trust shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment directions given, or to make suggestions in connection therewith. To the extent that Instructions delivered to Benefit Trust represent investment elections of the Plan’s Participants, Benefit Trust shall have no responsibility for such investment elections and shall incur no liability on account of investing the assets of the Account in accordance with such Instructions.

Section Three - Duties of Benefit Trust

3.1 Contributions and Investments. Benefit Trust shall receive Plan contributions under Section 1.2 and shall hold, invest and reinvest the assets in the Account without distinction between principal and interest; provided, however, that nothing in the Plan shall require Benefit Trust to maintain physical custody of stock certificates (or other indicia of ownership of any type of asset) representing assets within the Account. If Benefit Trust receives any contribution that is not accompanied by investment Instructions, Benefit Trust shall immediately notify the Plan Administrator, through the Recordkeeper, and Benefit Trust may hold the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment Instructions.

3.2 Payments and Disbursements. Benefit Trust shall be responsible for issuing checks or drafts to such parties and for such amounts as the Plan Administrator, through the Recordkeeper, shall instruct. Benefit Trust shall be fully protected in making such payments pursuant to Instructions from time to time and shall have no responsibility whatsoever respecting the purposes or propriety of such payments or the application of such monies.

3.3 Books and Records. Benefit Trust shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions of the Account hereunder, and all accounts, books and records relating thereto shall be open at all reasonable times to inspection and audit by any person designated by the Employer. The Recordkeeper, and not Benefit Trust, shall be responsible for maintaining the records of any account or segregated fund of a Participant. Benefit Trust shall provide information to the Recordkeeper for the Recordkeeper's use in reconciling all Plan-related transactions to Account balances. After the close of each Plan Year, or upon the termination of this Agreement, Benefit Trust shall provide information to the Employer relating to all investments, receipts, disbursements, and other transactions effected during the past Plan Year or during the period from the close of the preceding Plan Year to the date of such termination, including a description of all securities and investment purchases and sales with the cost or net proceeds of such purchases or sales and showing all cash, securities and other property held at the close of such Plan Year or other period, valued currently, and such other information as may reasonably be required of Benefit Trust; provided however, that Benefit Trust shall not be obligated to provide any information that it is not otherwise maintaining in the course of its discharge of duties hereunder. Unless the Plan Administrator shall have filed with Benefit Trust written exceptions or objections to any such statement and account within sixty days after receipt thereof, the Plan Administrator shall be deemed to have approved such statement and account. If any such statement and account is deemed to have been approved, or if written approval is given by the Plan Administrator, Benefit Trust shall be released and discharged with respect to all matters and things embraced in such statement and account as though it had been settled by a decree of a court of competent jurisdiction in an action or proceeding in which the Plan Administrator, all other necessary parties and all persons having any beneficial interest in the Plan were parties. Neither the Employer, Plan Administrator, Participant, Beneficiary nor any other person shall have the right to demand or be entitled to any further or different reporting or accounting by Benefit Trust, other than that to which they may be entitled under the law. Nothing contained herein will be construed or interpreted to deny Benefit Trust the right to have its account judicially determined.

3.4 Advances. Benefit Trust is authorized, but is not obligated, to advance funds or to arrange for another financial institution to advance funds from time to time for the purchase of investment assets, for distributions from the Account and for other purposes prior to receipt of sufficient funds (whether

contributions or proceeds of the liquidation of other investments). All such advances shall be made subject to the requirements of ERISA as applicable, and the rules, regulations, rulings and interpretations thereunder, including but not limited to the U.S. Department of Labor's Prohibited Transaction Class Exemption 80-26, as amended from time to time. If sufficient funds to repay any such advance are not received by the following business day, Benefit Trust may, in its discretion, then or at any time thereafter prior to such repayment, sell, redeem or otherwise liquidate any assets of the Account in order to repay such advance. Any gain realized upon such liquidation, after payment of any related costs and expenses, shall belong to the Plan. The Employer shall reimburse Benefit Trust on demand for any portion of any such advance and the related costs and expenses not repaid from the proceeds of the liquidation.

3.5 Loans to Participants. Except for the disbursement of loan proceeds and re-investment of loan payments pursuant to Instructions received hereunder, Benefit Trust shall have no responsibility for the administration of any participant loan program established under the Plan.

3.6 Voting of Shares. Benefit Trust shall provide any materials received by it relating to voting securities to the Employer or any other person as directed by the Recordkeeper, which shall be responsible for voting securities or arranging for such securities to be voted in accordance with the Plan and applicable law.

3.7 Fund Liquidity; Deposit Accounts. Benefit Trust shall keep such portion of the Account in cash or cash balances as may be directed from time to time by the Employer, through the Recordkeeper. Benefit Trust shall not be liable for any interest on any cash balances so maintained, nor for interest on any cash or cash balances maintained in the Account pending investment in accordance with appropriate directions. Monies being transferred to and disbursed by Benefit Trust may be held in non-interest bearing transaction accounts in financial institutions selected by Benefit Trust for purposes of collections and processing transfers and disbursements. Benefit Trust may transfer monies from the Account to such accounts prior to issuance of wire transfer orders or checks, drafts or other instruments payable from such accounts. Benefit Trust's and its affiliated financial institution's ability to earn income on amounts held in non-interest bearing accounts has been taken into consideration in establishing Benefit Trust's fees hereunder. Benefit Trust and any such affiliated financial institution shall be entitled to retain any such income as a part of the agreed compensation hereunder, and such income shall not be or become a part of the Account.

3.8 Valuation. Benefit Trust shall determine or have determined the value of the Account as of each Valuation Date. Benefit Trust shall report such values to the Recordkeeper, which shall use such values in establishing the value of each Participant's individual account or separate fund. Benefit Trust shall rely exclusively upon, and shall not be responsible for, share and unit values established by third parties or by Benefit Trust in its capacity as a mutual fund recordkeeper, transfer agent or custodian, including but not limited to:

- (a) in connection with mutual funds, the net asset value reported to Benefit Trust by such mutual funds or the transfer or other agents of such mutual funds or any generally recognized pricing service;
- (b) in connection with bank collective funds, the unit value as reported by the trustee of such funds or its agent;

- (c) in connection with policies and contracts with insurance companies or other financial institutions, the book value or other value ascribed to such policies or contracts by the insurance company or its agent or other financial institution or its agent; and
- (d) in connection with publicly traded securities, the market price of such securities as reported to the public in a generally available form.

Benefit Trust shall have no liability from the failure or delay of any pricing source to provide a valuation as of any Valuation Date. If values for any investment of the Account are not generally available, Benefit Trust shall rely upon Instructions provided to it by the Employer, through the Recordkeeper, as to valuation procedures.

3.9 Record Retention. All records maintained by Benefit Trust with respect to the Account shall be held for such period as may be required under applicable law. Upon the expiration of any such required retention period, Benefit Trust shall have the right to destroy such records. Benefit Trust shall have the right to preserve all records and accounts in original form, or on microfilm, magnetic tape, or any other similar process.

3.10 Regulatory Matters. Benefit Trust shall conclusively presume that the Employer, Plan Administrator or other responsible party has made all filings required by law as of the date required. Should Benefit Trust incur any liability by reason of any party's failure to timely file, the Employer shall indemnify and hold Benefit Trust harmless for any and all liabilities, costs, expenses (including reasonable attorney's fees) and other obligations, including penalties and interest, incurred by Benefit Trust. Benefit Trust shall not be required to take any action upon receipt of any notice from the IRS or other taxing authority except to promptly forward a copy thereof to the Employer, through the Recordkeeper. Benefit Trust shall promptly notify the Employer, through the Recordkeeper, with regard to any tax assessments it receives on any income or property maintained in the Account. The Employer, and not Benefit Trust, shall be responsible for contesting any such assessments or litigating any such claims.

3.11 Withholding. In connection with the disbursement of funds from the Account to a Participant, the Employer hereby instructs Benefit Trust to withhold and remit to the IRS and other applicable taxing authorities the amount of any income tax withholding required by law; provided, however, Benefit Trust shall rely exclusively on Instructions from the Recordkeeper as to the amount of withholding to remit to the IRS and other applicable taxing authorities. Accordingly, the Recordkeeper shall maintain income tax withholding information for each Participant as required by the IRS and other applicable taxing authorities and all other information required to be filed with the IRS and other applicable authorities and shall provide in a timely fashion to Benefit Trust all information that the IRS and other applicable taxing authorities may require Benefit Trust to report. Benefit Trust shall be responsible for reporting to each Participant the income tax withheld and remitted to the IRS and other applicable taxing authorities and such other information as may be required to be provided to Participants by the IRS and other applicable taxing authorities. The Recordkeeper shall provide such tax information to Benefit Trust in a form acceptable to Benefit Trust.

3.12 Powers of Custodian. Except as otherwise provided in this Agreement, Benefit Trust shall have the power to take any non-discretionary action with respect to the Account which it deems necessary to discharge its responsibilities under this Agreement. Benefit Trust is expressly authorized: to hold

securities or other property in its own name, in the name of its nominee or in bearer form; to employ suitable agents and counsel and to pay their reasonable expenses and compensation; and to make, execute, acknowledge and deliver any and all instruments in writing that may be necessary to carry out its responsibilities.

Section Four - Compensation

4.1 Custodian's Compensation. The Employer understands and agrees that Benefit Trust shall be compensated for services rendered by it based on its current fee schedule, listed below, which may be amended from time to time. Benefit Trust's Custodial Services fee will be paid by the Recordkeeper. Benefit Trust shall also be reimbursed for any expenses incurred as a result of the execution of its duties hereunder. Benefit Trust's compensation and expenses, including counsel fees, shall constitute a charge upon the Account, and may be withdrawn by Benefit Trust directly from the Account to the extent they are not paid by the Employer or the Recordkeeper.

Custodial Services:

Market Value of Account Assets

2 basis points

4.2 Service Fees. The Employer understands and agrees that Benefit Trust shall collect service fees directly from the mutual funds held in the Account. Said service fees shall be remitted to the Recordkeeper in their entirety, and shall not be held to offset compensation owed to Benefit Trust.

Section Five - Limitation of Custodian's Liability

5.1 Indemnification. The Employer shall, at all times, fully indemnify and save harmless Benefit Trust, its successors and assigns, for and from any loss or expense (including reasonable attorneys' fees) arising out of or attributable to (a) any act or conduct (except for Benefit Trust's own willful misconduct or negligence) in its capacity as custodian, or (b) by reason of any breach of any statutory or other duty owed to a Plan by the Employer, the Plan Administrator, the Recordkeeper or any delegate of any of them (and for the purposes of this sentence Benefit Trust shall not be considered to be such a delegate). Benefit Trust shall not be under any obligation to prosecute or defend any action or suit in respect of the agency relationship hereunder which, in its opinion, may involve it in expense or liability, unless the Employer will, as often as requested, furnish Benefit Trust with satisfactory security and indemnity against such expense or liability.

5.2 Limitation of Liability. Under no circumstances shall Benefit Trust be liable to the Employer, or the Plan for (a) indirect, special or consequential damages, irrespective of whether or not Benefit Trust was apprised of the likelihood of such damages or (b) the failure or delay in performance of its obligations hereunder, or those of any entity for which it is responsible hereunder, arising out of or caused, directly or indirectly, by circumstances beyond the affected entity's reasonable control, including, without limitation: any interruption, loss or malfunction of any utility, transportation, third party computer (hardware or software) or communication service; a delay in mails; governmental or exchange action, statute, ordinance, rulings, regulations or direction; war, strike, riot, emergency, civil disturbance, terrorism, vandalism, explosions, labor disputes, freezes, floods, fires, tornadoes, acts of God or public enemy, revolutions, or insurrection.

5.3 Plan Qualification and Filing. The Employer represents and warrants to Benefit Trust that

the Plan is qualified under Section 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended from time to time, and that it has made all Federal filings required by federal law as of the date required. Should Benefit Trust incur any liability by reason of the Plan's failure to qualify or failure to timely file, the Employer shall fully reimburse Benefit Trust for any and all obligations, including penalties, interest or expenses, so incurred by Benefit Trust.

5.4 Reliance on Opinion of Counsel. Benefit Trust may consult with legal counsel concerning any question which may arise with reference to this Agreement and its powers and duties hereunder. The written opinion of such counsel shall be full and complete protection of Benefit Trust with respect to any action taken or suffered by Benefit Trust hereunder in good faith reliance on said opinion.

Section Six - Termination

6.1 This Agreement may be terminated by any party at any time on not less than ninety (90) days' written notice to the other parties. Notwithstanding the foregoing sentence, this Agreement and the Account created hereunder shall automatically terminate when the Employer ceases to maintain the participant accounts and records of the Plan through the Recordkeeper or a successor recordkeeper acceptable to Benefit Trust. Upon termination of this Agreement, Benefit Trust shall promptly deliver all monies then held by it hereunder, pursuant to written instructions provided by the Employer, provided, however, that Benefit Trust may retain an amount equal to the then-outstanding drafts issued on the account, and any compensation and expenses due to Benefit Trust as of the date of termination. If Benefit Trust retains any monies of the Plan, it shall deliver to the Employer a written statement detailing the outstanding drafts, unpaid compensation and expenses.

Section Seven - Miscellaneous

7.1 Scope of Benefit Trust's Duties. The duties and responsibilities of Benefit Trust shall be determined solely in accordance with this Agreement and shall not be deemed to be enlarged by the provisions of the Plan or any trust agreement. In the event any provision of the Agreement conflicts with the terms and conditions of the Plan or a trust agreement with respect to the duties of Benefit Trust, the provisions contained herein shall control. Notwithstanding the foregoing, with respect to pre-approved plans, this Section 7.1 shall be limited to the extent necessary to comply with any applicable IRS guidance concerning pre-approved plans.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof, whether oral or written.

7.3 Amendment and Assignment. This Agreement may not be modified or amended except in a written instrument executed by the parties hereto. Neither this Agreement nor any rights or obligations hereunder may be assigned by any party hereto, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the others, such consent not to be unreasonably withheld, except to entities controlled by, under common control with or controlling the assigning party, provided that such assignee has financial capacity at least equal to that of the assignor. The foregoing restriction on assignment shall not preclude any party from appointing agents and delegating responsibilities hereunder to such agents.

7.4 Governing Law. The validity, construction and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas, without reference to the choice of laws principles thereof.

7.5 Parties Bound. This Agreement shall be binding upon the parties hereto, all participants in the Plan and all persons claiming under or through them pursuant to the Plan, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them. To the extent permitted by law, only Benefit Trust and the Employer shall be necessary parties in any application to the Courts for an accounting by Benefit Trust or for an interpretation of this Agreement. Also to the extent permitted by law, no participant or other person having an interest in the Plan shall be entitled to any notice or service of process.

7.6 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be fully effective.

7.7 No Liability for Acts of Predecessor and Successor. Benefit Trust shall have no liability for the acts or omissions of its predecessors or successors in office.

7.8 Survival. The representations, warranties, covenants, indemnities, sharing of records and information, and choice of law provisions shall survive the termination of this Agreement.