Trust Company of America
Institutional Advisor Services

RETIREMENT PLAN ACCOUNT APPLICATION

General Instructions

Use these instructions to complete the Retirement Plan Account Application.

Purpose of this form. This form is required to open a managed account for a Retirement Plan with Trust Company of America providing custodial services to the Plan and your Investment Advisor.

All fields are required unless noted. The only exceptions are if a section or entry is listed as 'optional' or 'if applicable'.

'Optional' indicates the section or entry is an elective and non-obligatory service or feature. By entering information in an optional section or entry, you are choosing to participate in the service or feature.

'If applicable' indicates the section or entry is required if certain conditions apply. These conditions are outlined in detail in these instructions.

You must **complete all required fields and provide all required additional forms and documentation** to expedite processing and to avoid requests for additional information.

Print or type all entries. Print clearly in all CAPITAL LETTERS to complete this application. To type entries, a fillable PDF of this form can be found online at http://www.trustamerica.com/advisor-forms.

Unknown information. If information is requested and you do not know where to obtain the requested information, contact your investment advisor or client representative for direction.

Important New Account Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires Trust Company of America to verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Trust Company requires this information for any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identification documentation is not required. However, Trust Company reserves the right to request identifying documentation in certain circumstances. Your account may be restricted and/or closed if Trust Company cannot verify this information. Trust Company will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information or from any restriction placed upon, or close of, your account.

Additional Forms

The following list contains the additional forms associated with this account application. You must provide all required forms to expedite your application processing and to avoid requests for additional information. *Note: Additional documentation may also be required to complete the form.*

Where to get additional forms. If additional Trust Company forms are needed, you may either ask your investment advisor or client representative for a copy of the form or download the form online at www.trustamerica.com/advisor-forms.

Retirement Plan Adoption Agreement Questionnaire. Required to adopt a Trust Company of America Retirement Plan.

Additional Information Application Addendum. Required to designate more than two authorized trustees or more than one interested party.

Transfer Authorization. Required if you are transferring assets from another custodian or other financial institution.

Section 1: Account Type

A. Retirement Plan Type

Check the appropriate box indicating the type and sub-type of retirement plan you are applying for.

IMPORTANT: If you select a Trust Company Prototype Retirement Plan, you must also complete and provide a Retirement Plan Adoption Agreement Questionnaire.

Note: The plan type for non-prototype retirement plans is requested for information purposes only. All non-prototype retirement plan accounts are classified as "Outside Qualified Plans" with Trust Company as custodian.

Definitions:
Trust Company Prototype Retirement Plan Account. This is a managed account for a new retirement Plan being established with Trust Company "Plan" documents (titled "Standardized Adoption Agreement".)
Non-Prototype Retirement Plan Account. This is a managed account for a retirement plan established under its own Plan documents with Trust Company providing custodial services.

IMPORTANT: Trust Company only provides retirement plan administrative services, acting in the capacity as a Third Party Administrator (TPA) for the Trust Company Managed 401(k) Total Solution.

B. Account Type

Check the appropriate box to indicate the account type for which this account is being created.

Definitions:
Pooled Account. This is a trustee-directed pooled account in which all assets are owned at the plan level. The underlying participants do not have the ability to effect transactions.
Participant Account. This is an account for one participant (also known as "For the Benefit Of" (FBO) account). For individual FBO accounts, assets for each participant are held in separate accounts.

C. Tax Reporting

Check the appropriate box to indicate your request for 1099-R tax reporting for this retirement plan account.

D. Additional Documentation Requirements

This section outlines specific additional documentation requirements to complete an account application for each account type listed above. *Note: Additional information for account funding may also be required to complete the application.*

Read carefully. You must **provide all required documentation** to expedite processing and to avoid requests for additional information.

Corporate Trustee. If a trustee is a corporate trustee, a corporate resolution is required designating the individuals authorized to act on behalf of the corporation.

Note: Trust Company of America reserves the right to request additional information as required to carry out any instructions including but not limited to transfer or liquidation of securities owned by the account.

Section 2: Plan Information

A. Plan Information

Enter the retirement plan information for this account.

Name. Enter the title of the retirement plan applying for the account. Include as applicable in the title of the plan: full name of the business;

title of the retirement plan type; plan effective date; and name of authorized trustees and/or parties, if applicable.

Date Retirement Plan Established and State of Organization. Provide this information if available, even if it is included as part of the title of the retirement plan.

Mailing Address. Enter the mailing address for this account's statements and account related correspondence.

Federal Tax Identification Number (EIN). The Federal Tax Identification Number (EIN) or the Social Security Number provided will be used for tax reporting.

B. Street Address

Check the 'Mailing address is the business street address' box, if the two addresses are the same. If the mailing address above is a P.O. Box or is not the business street address, the business street address must be provided.

Section 3: Plan Participant (if applicable)

A. Participant

Enter the plan participant information for this account, if applicable.

Name. Enter the legal name of the participant. The participants name will be included in the retirement account title as FBO ("For the Benefit of") and the participant must sign the account application, in addition to the Authorized Party(ies) designated in Section 4.

Residential Street Address. Enter the residential street address for the participant (cannot be a P.O. Box)

Note: Correspondence, including quarterly statements, will be mailed to the address specified in Section 1. For additional copies, enter the information in Section 6, Interested Third Party.

Section 4: Authorized Party(ies)

A. Authorized Parties

Trust Company of America is authorized to follow the individual and independent instructions of any of the authorized parties listed in this section to deliver funds, securities, or any other assets in this account to any party. This is a representation that either (1) the trust or plan agreement expressly provides that each authorized party is authorized to act individually, independently and without the consent of the other trustees and/or plan administrators for all purposes related to the retirement account with Trust Company, or (2) if the trust or plan agreement does not contain such an express provision, the authorized party so acting has obtained the requisite consent of the other trustees and/or other authorized parties in accordance with the requirements of the trust and/or plan agreement.

Provide the following information for the authorized parties named in this section.

Name. Enter the legal name of the individual authorized to act individually and independently on behalf of the retirement plan applying for the account.

Residential street address. A residential street address is required for each authorized party.

More than two authorized party(ies). If there are more than two individuals authorized to act individually and independently on behalf of the Plan, complete, sign, and provide an Additional Information Application Addendum form and check the 'Additional authorized party information provided' box at the end of the section.

Note: The authorized parties listed in this section must sign the account application in Section 8 but ALL trustees and/or other authorized parties must sign the Trust Certification, Indemnity, and Agreement in Section 9.

Section 5: Account Funding

Check the appropriate box(es) to indicate the methods by which this account will be funded. Select all that apply.

Read carefully. You must **provide all required information and/or documentation** to expedite account funding.

By check. Make the check payable to Trust Company of America.

IMPORTANT: In the memo line on the front of the check, write your new Trust Company of America account number, if available.

By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

By systematic ACH contributions. Provide the systematic ACH contribution and bank information in Sections 5A and 5C.

Transferring from another custodian or other financial institution. Complete, sign, and provide a Transfer Authorization form for each transferring account.

Section 6: Interested Third Party (optional)

If you would like other individuals to receive copies of your statements, deposit confirmations, or tax forms, enter their information and check the appropriate box(es) to indicate the information you want them to receive.

Examples of interested third parties are tax accountants, attorneys, and other types of personal representatives. *Note: An interested third party is not your investment advisor or your client representative.*

More than one interested third party. If you would like to designate additional interested third parties, complete, sign, and provide an Additional Information Application Addendum form and check the 'Additional third party information provided' box at the end of the section.

Section 7: Account Manager Information

A. Investment Advisor

Enter the name of the advisory firm managing your account.

Note: As the account owner, you are granting the exclusive authority to your investment advisor to direct the investment activities of this account.

B. Client Representative

Enter the information for the client representative that is associated with or referring you to the Investment Advisor that will be managing your account.

Section 8: Signature

It is important for you to read and understand the terms and conditions covering this application before you sign.

Terms and conditions:

☐ Trust Certification, Indemnification and Agreement (section 9)
☐ Account Agreement (section 10)
☐ Trust Company of America Client Privacy (Section 11)
☐ Truth in Savings Disclosure – Institutional Clients (Section 12)

Sign and date. Read over the signature section carefully, then the authorized parties named in Section 4 must sign and date the application. For participant accounts, the participant listed in Section 3 must also sign and date the application.

Section 9: Trust Certification, Indemnity and Agreement

All trustees and/or other authorized parties for the Plan must sign the Trust Certification, Indemnity and Agreement. If only one individual is named, it is a representation that the named individual is the sole trustee or plan administrator.

Final Checklist

You must complete all required fields and provide all required forms and documentation to expedite processing and to avoid unnecessary requests for additional information.

Trust Company recommends you use the following checklist to make sure you have completed the application.

For all applications:
☐ Specify the retirement plan type associated with this application
☐ Specify the account type you are applying for with this application
☐ Enter all required Plan information
☐ Enter all required plan participant information, if applicable
☐ Enter authorized party information
☐ Provide all account funding details
☐ Enter your investment advisor's firm name
☐ Enter your client representative's information
☐ Read terms and conditions
☐ Authorized parties sign and date
☐ Plan participant sign and date, if applicable
☐ All trustees and/or other authorized parties sign and date the Trust Certification, Indemnity and Agreement in Section 9

If adopting a Trust Company of America retirement plan:
☐ Provide a Retirement Plan Adoption Agreement Questionnaire.

If a trustee is a corporate trustee:
☐ Provide a corporate resolution designating the individuals authorized to act on behalf of the corporation

If providing a check to fund the account:
☐ Enter the check amount in section 5
☐ Write your new account number in the memo line on the front of the check, if available.

If transferring assets:
☐ Complete, sign, and provide a Transfer Authorization form for each transferring account

If electing optional services or features:
☐ Enter interested third party information

If enclosing additional information, such as voided check:
☐ Check the appropriate box(es) indicating additional information is provided.

IMPORTANT: Plans/Trusts should not present any supporting documentation along with the Account Application, including but not limited to the Trust Agreement. Trust Company employees will not be reviewing or relying on such documentation and will have no responsibility to maintain such documentation in the account records for the trust. If Trust Company determines to retain such documentation, they will have no responsibility for it.

Return your completed application as instructed by your investment advisor or your client representative. Questions regarding this form should be directed to your investment advisor.

Trust Company of America
Institutional Advisor Services

RETIREMENT PLAN ACCOUNT APPLICATION

SECTION 1: Account Type

A. RETIREMENT PLAN TYPE

Select one:
☐ TRUST COMPANY PROTOTYPE RETIREMENT PLAN TYPE

Select one:
☐ SIMPLIFIED MONEY PURCHASE PENSION PLAN
☐ SIMPLIFIED PROFIT SHARING PLAN

☐ NON-PROTOTYPE RETIREMENT PLAN TYPE

Select one:
☐ 401(k)
☐ 401(k) Roth
☐ 457
☐ DEFINED BENEFIT PLAN
☐ MONEY PURCHASE PLAN
☐ PROFIT SHARING PLAN

B. ACCOUNT TYPE

Select one: ☐ Pooled Account ☐ Participant Account.

C. TAX REPORTING

Select one:
☐ Yes, provide Form 1099-R reporting
☐ No, do not provide Form 1099-R reporting

D. ADDITIONAL DOCUMENTATION REQUIREMENTS

Trust Company Prototype Retirement Plan Type. To adopt a Trust Company of America Retirement Plan, complete and attach a Retirement Plan Adoption Agreement Questionnaire.

Solo 401(k). To open a Solo 401(k) Plan account with Trust Company Plan documents, complete the Solo 401(k) Plan Account Application and the Solo 401(k) Adoption Agreement.

401(k). Contact your representative or investment manager for information regarding the Trust Company Managed 401(k) Total Solution.

Corporate Trustee. If a trustee is a corporate trustee, a corporate resolution is required designating the individuals authorized to act on behalf of the corporation.

SECTION 2: Retirement Plan Information

A. PLAN INFORMATION

Plan Title

Plan Title (Continued)

Sponsoring Company Name

Date Plan Established | State of Organization

Mailing Address (list P.O. Boxes here)

City | State | Zip+4

Account Number

SECTION 2: Retirement Plan Information Continued

Plan Federal Tax Identification Number (EIN)

Business Phone | Email Address

B. STREET ADDRESS

☐ Mailing address is the business street address

Business Street Address (no P.O. Boxes)

City | State | Zip+4

SECTION 3: Plan Participant (if applicable)

Important: The participants name will be included in the retirement account title as FBO ("For the Benefit of") and the participant must sign the account application for Participant Accounts.

First Name | MI | Last Name

Residential Street Address (no P.O. Boxes)

City | State | Zip+4

Social Security Number | Date of Birth

Home Phone | Work Phone

Email Address

Note: Account Statements and correspondence will be mailed to the address provided in Section 2. For additional copies, provide the information in Section 6, Interested Third Party.

SECTION 4: Authorized Party(ies)

A. AUTHORIZED PARTIES

By signing the Trust Certification, Indemnity and Agreement in Section 9, the trustees and/or other authorized parties hereby certify that Trust Company is authorized to follow the instructions of the authorized parties listed below and to deliver funds, securities or any other assets in this account to any party or on any authorized party's instructions, because either (1) the Plan Agreement and/or Trust Agreement expressly provides that each authorized party is authorized to act individually, independently and without the consent of other trustees or other authorized parties for all purposes related to the Plan's account with Trust Company, or (2) if the Plan and/or Trust Agreements do not contain such an express provision, the authorized party so acting has obtained the requisite consent of the other trustees and/or other authorized parties in accordance with the requirements of the Plan and/or Trust Agreements.

SECTION 4: Authorized Party(ies) Continued

Trust Company of America, a financial institution as defined by the Bank Secrecy Act, uses the information provided below to verify your identity. Trust Company may submit the information to a third party service bureau, in which case the information will be compared against their database, Trust Company may request from you permission to obtain a credit report or any other means including requesting additional information from you or others. The responses from the above are confidential information and will not be shared with others unless required by law. Please refer to the instructions for completing this application to identify whose information should be provided below.

1. Authorized Party

Authorized Party Name | Title

Residential Street Address

City | State | Zip+4

Social Security Number | Date of Birth

2. Authorized Party

Authorized Party Name | Title

Residential Street Address

City | State | Zip+4

Social Security Number | Date of Birth

☐ Corporate trustee. One or more authorized trustee(s) are a corporate trustee. A corporate resolution is provided.

☐ Additional authorized party information provided

SECTION 5: Account Funding

Select all that apply:
☐ By check. Make the check payable to Trust Company of America.

IMPORTANT: In the memo line on the front of the check, write your new Trust Company account number, if available.

☐ By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

☐ Transferring from another custodian or other financial institution. Complete, sign, and provide a Transfer Authorization form for each transferring account.

Note: For Incoming funds to be posted with special descriptions for plan administration, the details should be provided at the time funds are received. Any corrections to the detail description must be received prior to the period end date for statements.

Account Number

SECTION 6: Interested Third Party (optional)

Select all that apply: ☐ Statements ☐ Deposit confirmations
☐ Tax forms

Interested Party Name

Mailing Address

City | State | Zip+4

☐ Additional interested third party information provided

SECTION 7: Investment Advisor / Account Manager

As account owner and employer, I am granting the authority to the following investment advisor to direct the investment activities of this account.

A. INVESTMENT ADVISOR

Investment Advisor Firm Name

B. CLIENT REPRESENTATIVE

Client Representative Name

Client Representative Firm Name | Work Phone

Mailing Address

City | State | Zip+4

SECTION 8: Signature

I have read and agree to the terms of the Trust Certification, Indemnity and Agreement, Section 9 and the Account Agreement, Section 10. I have read and understand Trust Company of America Client Privacy, Section 11 and Truth in Savings Disclosure – Institutional Clients, Section 12.

We, the undersigned authorized parties represent and warrant that the signatures below are the genuine signatures of the authorized parties and that we have the authority to open this account and to execute this Agreement. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officer or the trustee duly authorized by the trustee to act on its behalf with respect to the trust. A Corporate Resolution is attached.

Authorized Party Signature (named in Section 4) | Date

Print Name

SECTION 8: Signature Continued

Authorized Party Signature (named in Section 4) Date

Print Name

Participant Signature (if named in Section 3) Date

Print Name

SECTION 9: Trust Certification, Indemnity and Agreement

Where applicable, plural references in this Certification and Agreement shall be deemed singular.

In consideration of Trust Company of America opening and/or maintaining an account for the Retirement Plan, the undersigned Trustees and/or Plan Administrators represent, warrant and certify that the representations made in the Certification are true, complete and accurate, that the Trust and/or Plan Agreement is in full force and effect, and that the Trust and/or Plan Agreement (as defined herein) has not been revoked, modified or amended in any manner which would cause the representations contained in the Certification to be inaccurate or incorrect.

If there is more than one Trustee, and no one Trustee has authority, acting individually and without notice to any other Trustee, to deal with Trust Company independently, Trust Company is authorized to follow the instructions of any of the Authorized Party(ies) listed in Section 4 of this Account Application and to deliver funds, securities or other assets in this account to any Party or on any Authorized Party's instructions on the presumption that the individual so acting has obtained the requisite consent of the other Trustees and/or Other authorized party(ies) in accordance with the Trust and/or Plan Agreement. It is the responsibility of the Authorized Party(ies) to consult with all other Trustees and/or other authorized party(ies) before giving Trust Company any instructions regarding the account. Trust Company is not responsible for determining the purpose or propriety of any instructions received from any Authorized Party or for the disposition of payments or deliveries among parties. Any notice sent to one Trustee and/or Plan Administrator shall constitute notice to all Trustees and/or other authorized party(ies).

Trust Company of America may rely on this Certification and upon the representations made herein unless and until it receives written notice of change. The undersigned Trustees and/or other authorized party(ies) agree to send prompt written notice to Trust Company of America of any change in Authorized Party(ies), of any amendment or modification to the Trust and/or Plan Agreement which would cause the representation contained herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the Trust's or Plan's revocability, the Trustee's or other authorized party's powers or any representation made in this Certification.

The undersigned Trustees and/or other authorized party's have the power under the Trust and/or Plan and applicable law to enter into the transactions and issue the instructions that are made in this account. Such power may include, without limitation, the authority to buy, sell, exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account). Such power may include, without limitation, to delegate to others trading authority within the account, to retain the services of outside professionals such as Investment Advisors, Money Managers, counsel, and/or accountants and to pay the fees of such professionals from the assets of this Trust Company of America account.

The undersigned Trustees and/or other authorized party's understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account. In the event of the death, resignation, or replacement of the Trustee(s) and/or other authorized party(ies), the remaining Trustee(s) and/or other authorized party(ies) shall provide prompt written notice of the

Account Number

SECTION 9: Trust Certification, Indemnity and Agreement Continued

event to Trust Company of America. Additional paperwork, including a new Certification shall be provided upon reasonable request from Trust Company.

The undersigned Trustees and/or other authorized party(ies) hereby jointly and severally indemnify Trust Company of America and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts, or other liabilities or costs of defense or settlement (including attorney's fees) arising out of or related to any actual or alleged improper or unsuitable actions taken at such Authorized Party's instructions in connection with the account established at Trust Company of America. This indemnification is made by the undersigned Trustees and/or other authorized party(ies) both in their capacities as trustees and/or other authorized party(ies) and in their individual capacities, and shall not be limited by the Trustees' provision to Trust Company of America independent documentation concerning the representations made herein.
The representations and obligations stated herein shall survive the termination of the Trust and/or Plan agreement and the Account Agreement relating to the Plan's account with Trust Company of America.

The undersigned Trustees and/or other authorized party(ies) agree to supply additional information about the Trust upon reasonable request in order for Trust Company of America to carry out any instructions including but not limited to the transfer or liquidation of securities owned by the account.

We, the undersigned trustees and/or other authorized party(ies), (and if applicable, grantors) represent and warrant that the signatures below are the genuine signatures of each of us and that we have the authority to open this account and to execute this Certification and Agreement. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officer or the trustee duly authorized by the trustee to act on its behalf with respect to the trust. A Corporate Resolution is attached.

All Trustees and/or other authorized party(ies) must be listed below and sign this Trust Certification, Indemnity and Agreement. If only one trustee or plan administrator is named, it shall be a representation that the named trustee or plan administrator is the sole trustee or plan administrator.

Authorized Trustee or Plan Administrator Signature Date

Print Name

Authorized Trustee or Plan Administrator Signature Date

Print Name

Authorized Trustee or Plan Administrator Signature Date

Print Name

IMPORTANT: Trusts should not present any supporting documentation along with the Account Application, including but not limited to the Trust Agreement. Trust Company employees will not be

SECTION 9: Trust Certification, Indemnity and Agreement Continued

reviewing or relying on such documentation and will have no responsibility to maintain such documentation in the account records for the trust. If Trust Company determines to retain such documentation, they will have no responsibility for it.

SECTION 10: Account Agreement

I hereby request that Trust Company of America, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Centennial, Colorado, open a custodial account in the name(s) listed as account owner ("Owner") on this Trust Company of America account application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

1. A. Account Record Keeping – Custodian shall maintain the account on its computerized system, which provides within each account cash postings, investment activity, account assets, account contributions and account distribution records.

   B. Preparation of Statements and Reports – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor.

   C. Confirmations – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.

   D. Safekeeping of Property – Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian. Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee.

   Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.

   E. Transactions – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, the Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the direction of the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, have the power to make all trades through broker/dealers it selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account by account basis. Custodian shall have no responsibility for investment decisions and Custodian shall not be liable for any losses attributable to investments.

   F. Disbursements – Owner hereby authorizes Custodian to pay investment advisory fees from the account as and when billed by the Investment Advisor. Custodian may be paid from the account as specified in Paragraph 3 of this Section 10 or directly by the Investment Advisor for custodial services it is providing hereunder.

   G. Proxies – Custodian will facilitate all proxies and accompanying materials solicited by any entity, and all prospectuses issued by any company whose securities are held in the account. Shareholder communications to be mailed to the Owner within a reasonable period of time after the receipt of such Shareholder Communications by Custodian unless otherwise directed in writing either by the Owner or Investment Advisor. Either Owner or Investment Advisor will have the sole responsibility for voting and/or executing all Proxies. Custodian shall be under no duty to determine how, or if, Proxies are voted or to take any other action in connection with any Shareholder Communication. The Custodian will be under no obligation to forward or return any other corporate material received unless required by law except to the extent outlined in this section.

   H. Sweep Account – Uninvested cash, the investment of which has not been otherwise directed by the Owner or Investment Advisor, shall be invested in a "sweep account." The sweep account will be a savings account, certificate of deposit, time deposit, or similar investment of the Custodian (or an affiliate of the Custodian) which is insured by Federal Deposit Insurance up to $100,000 per client, "self-directed" retirement accounts, up to $250,000 per client, and which bears a reasonable rate of interest for insured deposits. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**

   I. Availability of Funds – Deposits made by check may be held until the Custodian receives notification from the issuing Financial Institution that funds have cleared.

   J. Federal Deposit Insurance – Federal Deposit Insurance, up to $100,000 per client, "self-directed" retirement accounts, up to $250,000 per client. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**

2. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Custodian and Investment Advisor have entered into a separate arrangement which details the source of fee income to the Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to the

   Owner upon request a schedule of the fees Custodian charges for the services provided under this Agreement. Custodian reserves the right to modify the schedule of fees.

SECTION 10: Account Agreement Continued

3. In addition to the payments under Paragraph 2 of this Section X, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) net interest income from the financial institutions into which "sweep account" deposits are made, (ii) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (iii) securities broker/dealer commissions for executing trades of securities.

4. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Investment Advisor or for failing to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with this Agreement (so long as Custodian's acts did not constitute gross negligence or willful misconduct).

5. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days after notice from Custodian, Custodian may sell assets for cash in order to pay fees due). Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.

6. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.

7. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian's principal place of business. Any party may change its address for notices hereunder by giving notice of such change to the other

8. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner or the Investment Advisor so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

9. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.

10. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.

SECTION 10: Account Agreement Continued

11. Any Investment Advisor advertisement appearing on Custodian's written materials, including Investment Advisor logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership. Further, Owner acknowledges that the Investment Advisor has disclosed to the Owner Custodian's fees and Investment Advisor's fees of which fees may be used to pay Custodian Fees. In the event of termination of the Service Agreement between Custodian and your Investment Advisor, these fees will be charged to the Owner.

12. Custodian may modify or amend this Agreement upon 30 days' prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner or the Investment Advisor prior to the effective date of such modification or amendment.

13. If any provision contained in the Agreement conflicts with any IRS, FDIC, NASD, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.

14. Custodian may execute credit/debit transactions in the account via Automated Clearing House (ACH) credit/debit and origination of ACH transactions by owner will comply with the operating rules of the National Automated Clearing House Association (NACHA). Corporate account owners not subject to the Electronic Fund Transfer Act authorize the Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.

15. Owner acknowledges that this agreement and all transactions executed in the account shall be subject to all applicable federal and state laws and regulations, and the rules and regulations of the exchange, market or clearinghouse where such transactions are executed.

SECTION 11: Trust Company of America Client Privacy

Trust Company of America (Trust Company) does not disclose any non-public information about you to non-affiliated third parties unless:

- Authorized by you;
- To protect the confidentiality or security of our records pertaining to you, service, product, or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To persons holding a legal or beneficial interest relating to you;
- To persons acting in a fiduciary or representative capacity on behalf of you;
- To respond to judicial process or government regulatory authorities;
- To comply with Federal, State, or local laws, rules and other applicable legal requirements; and
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, State, or local authorities.

Trust Company collects non-public information from:

- You on applications or other forms;
- Information about your transactions with our affiliates, others, or us.

If you decide to close your account(s) or become an inactive client, we will adhere to the privacy policies and practices as described in this notice.

Trust Company restricts access to your personal and account information to persons who provide products or services to you. Trust Company maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

SECTION 12: Truth in Savings Disclosure – Institutional Client

An institutional account is defined as an account that is managed by an investment advisor who has an agreement with Trust Company of America.

VARIABLE RATE. At our discretion, interest rates and annual percentage yields may change. Contact our client service department for current interest rates.

COMPOUNDING AND CREDITING. Interest will be compounded daily. Interest will be credited to your account monthly.

EFFECT OF CLOSING AN ACCOUNT. If you close your account before interest is credited, you will not receive the accrued interest.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL OF INTEREST ON NON-CASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for non-cash items[1] (for example, checks.)

TRANSACTION LIMITATIONS. Withdrawals from IRA and qualified retirement plan accounts are subject to IRS and ERISA distribution regulations.

FEES. No fee is imposed to provide the cash deposit feature of your account, but if applicable, investment advisory fees, custodial fees, etc. may be charged against your account. (See your investment advisory agreement for fee information.)

[1] Item is defined in the Uniform Commercial Code as “an instrument or a promise or order to pay money handled by a bank for collection or payment.”

-End of Form-