

CONSTELLATION TRUST COMPANY

Custodial Account Adoption Agreement

THIS CUSTODIAL ACCOUNT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between the customer whose identity and signature are set forth on the Custodial Account Adoption Agreement (hereinafter referred to as “Customer”) and Constellation Trust Company (“CTC”). Customer hereby requests CTC or its successors and assigns, including affiliates, establish a custody account (the “Account”) for and in the name of the Customer and to hold, as custodian, all assets deposited into, or collected with respect to, such Account (collectively the “Assets”).

1. The Customer, in consideration for this Agreement to perform the duties of a custodian under this Agreement, hereby designates CTC as custodian of the Account. CTC, in consideration for the deposit by the Customer of funds into the Account, and other valuable consideration, hereby agrees to act as custodian with respect to the Account herein established.
2. CTC, as agent but not as trustee shall take, hold, invest and distribute all of the Assets in accordance with the terms of this Agreement, and shall hold the Assets as agent for the Account of the Customer. Unless otherwise agreed to in writing by the parties, all registered securities for a Customer Account shall be held in the name of: **Constellation Trust Company, custodian FBO [Customer]**.
3. CTC may invest any cash balances in the Account each day in a money market fund or depository bank. CTC may convert the money market fund investments to cash whenever it is so directed by the Customer or where CTC reasonable determines such conversion to be necessary. Upon written advance notice whereby Customer has the right to object, CTC may substitute another short-term money market investment vehicle for the current money market fund. It is understood by the Customer that any Designated Representative or Authorized Investment Adviser (as defined below) may direct CTC to retain a specific amount of cash in the Customer’s account on deposit with the CTC.
4. CTC shall not be liable for any act, omission, or determination made in connection with this Agreement except for its intentional misconduct or gross negligence. Without limiting the generality of the foregoing, CTC shall not be liable for any losses arising from its compliance with the Customer’s written or oral directions. CTC shall be under no duties whatsoever except such duties as are specifically set forth in this Agreement. CTC shall be fully protected in acting upon any instrument, certificate, or paper reasonably believed by it to be genuine and to be signed or presented by the proper person or persons, and CTC shall be under no liability to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statement therein contained.
5. The Customer will not direct the purchase or sale of a security which is not marketable under the securities laws of the appropriate state, nor, without limiting the generality of the foregoing, direct any investment that would be illegal under federal, state, or local law. The Customer hereby warrants that it (its Designated Representative or Authorized Investment Adviser) will not enter into a transaction, or cause a transaction to be entered into, which is prohibited under section 4975 of the Code. Customer further warrants that, if a transaction is questionable due to Customer’s relationship to an investment sponsor, that it will consult with such counsel and advisors as Customer may deem necessary prior to directing or causing the direction of the transaction. Pursuant to the directions of the Customer, Customer’s Designated Representative or Authorized Investment Adviser, CTC shall invest and reinvest the Assets of the Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for investment in securities obtainable “over the counter” or on a recognized exchange, savings media and any other acceptable public or non-standard investment which in the sole judgment of CTC will not impose an unreasonable administrative burden (with such determination by CTC not to be construed in any respect as a judgment concerning the prudence or advisability of such investment).
6. Without limiting the generality of the foregoing, CTC is authorized to collect all interest, dividends, proceeds of the sale and other monies due and collectable that arise from the investment of the Assets (collectively, “Fund Income”) and to credit such Fund Income to the Account and, upon CTC’s receipt, shall become part of the Account.
7. The Assets shall be separate from the other funds or properties of CTC and its customers. CTC may, however, commingle the Assets with the assets of other custodial accounts managed by it solely for investment purposes, provided that an individual accounting is made to the Customer annually of the Account’s share in any common fund or joint investment.
8. CTC shall provide the Customer with a quarterly statement setting forth all transactions with respect to the Account and a listing of each Asset which comprises the Account as of the close of the calendar quarter of reference, which statement shall be provided within a reasonable time following the close of each calendar quarter.
9. The Customer shall have sixty (60) days after the mailing to the Customer of such statements, to the address of the Customer as shown on CTC’s records, to file objections in writing with CTC with respect to anything contained in any statement. Failure to object in a timely fashion shall be deemed to constitute approval by the Customer of all items contained in the statement. To the extent items have been reflected in, and approved by the Customer in a quarterly statement, such transactions may not later be challenged by Customer as they are reported on an annual or consolidated statement.
10. CTC shall have all powers reasonably necessary to carry out its duties under this Agreement, as directed by the Customer. CTC shall have the power to designate a securities broker/dealer registered under the Securities Exchange Act of 1934 (including a qualified affiliate), with respect to any funds held in the Account, to act as a broker or dealer including the purchase or sale of mutual funds or other securities whether or not issued by an entity affiliated with CTC at standard commissions, loads, Rule 12b-1 fees or other servicing fees. Customer hereby agrees to the receipt of such distribution and/or other servicing fees by CTC and its affiliates from the funds in which the Customer’s Assets are invested.
11. The Customer shall furnish CTC with such information and instructions as may be necessary to carry out the provisions of this Agreement and to enable CTC to make any reports required by this Agreement, by any applicable law or regulation. CTC will not be responsible for the computation and the collection of any contributions under the Account, and shall be under no duty to determine whether the nature or amount of any contribution is in accordance with the Internal Revenue Code.
12. Without limiting the generality of the foregoing, the Customer understands and acknowledges that CTC will act solely as agent for the Customer, and under the instructions of the Customer, with respect to the investment of the Assets, and acting in that capacity, shall place orders for the purchases of securities provided the Customer has sufficient funds in the Account or arranges to make funds available in advance for such purposes, and will also place orders for the sale of securities provided such securities are held by CTC, and in deliverable form. The Customer authorizes CTC to charge the Account for the cost of all securities purchased or received against payment and to credit the Account with the proceeds received from the securities sold or delivered against payment.
13. CTC shall invest funds received or process other instructions received from the Customer (or Customer’s Designated Representative or Authorized Investment Adviser) within seven (7) business days of receipt of such funds plus necessary administrative and processing time. CTC shall be under no duty to credit interest or earnings on the funds received, and Customer agrees that CTC shall not be liable for any market value adjustment which may occur during the period of time CTC has control of the funds received from the Customer.
14. The Customer understands and acknowledges that CTC is not under any duty to supervise the investment of, or to advise or make recommendations to the Customer with respect to the sale or other disposition of any Assets or to advise or recommend the purchase of any assets with the funds available in the Account.
15. Without limiting the generality of the foregoing, in the case of any variable annuity held in the Account, the Customer agrees and acknowledges as follows:
 - a. In order for the Customer to receive variable annuity payments sooner than if the payment is made first to CTC and then by CTC to the Customer, CTC will instruct the insurance company to remit all variable annuity payments directly to the Customer.
 - b. Each variable annuity held in the Account will be listed with the insurance company as “Constellation Trust Company f/b/o Customer” so that CTC will receive the information from the insurance company that is necessary for CTC to fulfill its record keeping obligations under this Agreement.
 - c. The Customer agrees that CTC’s obligations with respect to any variable annuities held in the

- account shall be limited, notwithstanding any other provision of this Agreement, to record keeping functions and that CTC shall have no other duties or obligations with respect to such variable annuities.
- d. The Customer agrees to indemnify CTC against any and all costs, expenses and losses that may be suffered by CTC in the event of any claim or lawsuit brought against CTC as a result of the Customer's failure to receive a variable annuity payment from an insurance company or otherwise arising out of a variable annuity held in the Account.
16. All proxies received by CTC with respect to securities owned by the Customer and other reports to stockholders issued will be forwarded directly to the Customer. In the case of any solicitation received by CTC with respect to the Account (including, but not limited to third party tender offers with respect to limited partnership interest in the Account), CTC will transmit such materials to the Customer promptly upon receipt of such materials by CTC. CTC shall have no obligation to transmit any solicitation received or instruction given with respect to the Account by any means other than regular mail, and shall not be responsible for any failure to respond to a solicitation by the deadline specified therein due to (i) delays in the mail or (ii) circumstances where CTC has less than ten (10) days from the date instruction is received and the specified date for responding. CTC need not honor offers or recognize communications that are not addressed to each Account by name. CTC shall not be responsible for any action taken by the Customer, the Designated Representative or the Authorized investment Adviser as a result of information concerning the Account or any investment that may be transmitted or not transmitted to the Customer.
17. CTC shall not be responsible for, or in any way liable for, any loss or expense (including reasonable attorney's fees) arising from claims against CTC in connection with this Agreement, including claims for taxes and other government charges, and any claims asserted by reason of any act or failure to act, except for such act or failure to act that constitutes gross negligence or willful misconduct by CTC. CTC may also retain legal counsel whenever in CTC's judgment it is necessary or advisable to do so in connection with the discharge of CTC's duties, and the fees and expenses of such counsel will be paid by the Customer, or in the absence of payment by the Customer, shall be charged against the Customer's Account. The Customer agrees that CTC will have a continuing lien on and security interest in any and all assets held in the Account as security for any liability that arises under this section 17.
18. CTC may rely on all written directions and upon the non-written directions described below, given by the Customer or a person designated by the Customer to act on its behalf in that regard (a "Designated Representative" and/or an "Authorized Investment Adviser") which CTC believes to be genuine and CTC's records of a transaction will be conclusive as to the content of any instructions. The Designated Representative and Authorized Investment Adviser shall be the authorized agent of the Customer and not of CTC. CTC shall construe any and all investment directions given by the Designated Representative or Authorized Investment Adviser, whether written or oral, as having been authorized by the Customer. The Customer may appoint and/or remove a Designated Representative or Authorized Investment Adviser by written notice to CTC, provided that removal shall not have the effect of canceling any notice, instruction, direction or approval received by CTC before actual receipt by CTC of said notice of removal from the Customer. Upon application by the Customer on a form acceptable to CTC and upon approval by CTC, CTC will accept non-written directions from the Customer, Customer's Designated Representative and Authorized Investment Adviser, and such non-written directions may be given orally, by telephone.
- Customer consents to the recording of any telephone conversation. Without limited the generality of the foregoing, CTC shall not be liable for executing, failing to execute, failure to timely execute or for any mistake in the execution of any non-written directions, unless such action or inaction is by reason of CTC gross negligence or willful misconduct.
19. CTC is authorized to release securities and cash investments in the Account to the Customer, but not to a participant directing the investment of a sub-account as described in section 32(b) herein, on the written request of the Customer and upon such further written confirmation as CTC shall reasonably request. Provided further, that regardless of the receipt of such instructions, CTC is entitled to retain such securities as shall be reasonably necessary or appropriate in order to insure that such Assets are available to discharge any liabilities of the Customer or the Account to CTC, including, but not limited to, un-paid fees, claims, or other expenses, unless the Customer makes arrangements with CTC to ensure payment of such actual and potential liabilities.
20. The Customer agrees that CTC may execute, as custodian, any declarations or certificates that may be required under any tax laws or governmental regulations now or hereafter enacted without prior approval of the Customer.
21. Except as provided in Section 22, Customer shall be charged by CTC for its services hereunder in accordance with the current posted fee schedule attached as **Schedule A**, as it may be amended from time to time (the "Custodial Fee"). Customer will be responsible for payment of all out-of-pocket expenses or other fees, and Special Service Fees as shown on **Schedule A**, at the time such expense is incurred or such service is rendered. Any fees owed to CTC will be automatically withdrawn from the Account unless CTC and Customer have agreed in writing to a different payment method. Custodial Fees as set forth on **Schedule A**, attached hereto may be amended at any time by CTC, provided written notice is delivered to the Customer at least thirty (30) days prior to the effective date of such amendment. CTC shall have no duty or responsibility to perform any of the custodial services specified in this Agreement for which any fee payable remains outstanding, provided that written Notice of CTC's intent to resign as custodian is delivered to Customer at least thirty (30) days prior to the effective date of resignation.
22. CTC may maintain omnibus demand deposit and money market cash balances with a depository bank as selected by CTC to facilitate administration. All sub accounting services for FDIC insurance purposes and crediting of money market interest may be performed by CTC. CTC may receive compensation for services performed directly from the depository bank and fund sponsor. This compensation will not increase the costs nor reduce the money market return paid on Customer's cash account balances. In some circumstances, CTC may receive administrative fees paid by funds in which the Customer's Assets are invested. Customer hereby acknowledges and consents to CTC's receipt of additional compensation as set forth herein for services performed on behalf of Customer's Account.
23. This Agreement shall remain in force until terminated and either the Customer or CTC may terminate this Agreement upon thirty (30) days written notice to the other. Upon termination of this Agreement or resignation by CTC as custodian, Customer hereby agrees to name a successor custodian and notify CTC in writing of the name of such successor custodian. In the event the Customer does not name a successor custodian, CTC shall distribute the Account's current cash holdings directly to the Customer and reregister the Assets in the name of the Customer.
24. This Agreement may be amended at any time by CTC, provided written notice is delivered to the Customer at least thirty (30) days prior to the effective date of any such amendment.
25. CTC shall not be under any obligation to defend any legal action or engage in any legal proceeding with respect to the Account or with respect to any property held in the Account unless CTC is indemnified to CTC's satisfaction. Whenever CTC deems it reasonably necessary, CTC is authorized and empowered to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit or proceeding affecting the Account or any of the Assets. All fees and expenses so incurred shall be for the Account and shall be charged to the Account.
26. The Customer agrees that all claims and disputes of every type and matter which may arise between the Customer and CTC will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association; that such arbitration proceedings shall take place only in Nebraska; and that to the extent not preempted by federal law, Nebraska law will apply. The Customer expressly waives any right the Customer may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body. Arbitration is final and binding on the parties. This Agreement shall be construed and interpreted according to the laws of the state of Nebraska. All contributions to, and payments from, the Account shall be deemed to take place in the State of Nebraska.
27. This Agreement shall be executed in any number of counterparts each one of which shall be deemed to be the original although the others shall not be produced.
28. For all purposes hereof, the address of the Customer shall be as set forth in writing on the Custodial Account Adoption Agreement, unless the party whose address shall change notifies the other party in writing and obtains confirmation of delivery of such notice.
29. DESIGNATED REPRESENTATIVE PROVISIONS and AUTHORIZATION OF INVESTMENT ADVISER. If Customer designated a Representative or authorized an Investment Adviser, such designation or authorization is subject to the following provisions:
- Customer recognizes that CTC is entitled to rely on direction from the Designated Representative or Authorized Investment Adviser, and Customer agrees that CTC shall be under no duty to make an investigation with respect to any instruction received from the Designated Representative and/or Authorized Investment Adviser;
 - Customer is solely responsible for managing the investment of the Account and for directing the Designated Representative or Authorized Investment Adviser. All instructions, directions, and/or confirmations received by CTC from the Designated Representative and/or Authorized Investment Adviser, shall be assumed to have been authorized by the Customer;
 - Customer recognizes that the Designated Representative and/or Authorized Investment Adviser is not an agent of CTC;
 - Customer may remove the Designated Representative and/or Authorized Investment Adviser and designate a new party by written notice to CTC; however, removal of a Designated Representative and/or Authorized Investment Adviser will not have the effect of canceling any instruction, direct confirmation which has been received by CTC from the Designated Representative or Authorized Investment Adviser prior to the date that notice of removal is received by CTC.
30. Customer hereby indemnifies CTC and holds CTC harmless from any and all liability or claims, including but not limited to damages, court costs, legal fees, and costs of investigation as result of (i) any loss or diminution of a fund or investment

resulting from changes in the market value of the Account Assets; (ii) reliance or action taken on written instructions received from Customer, Customer's Designated Representative, or Customer's Authorized Investment Adviser; (iii) any exercise or failure to exercise investment direction authority by Customer, Customer's Designated Representative or Customer's Authorized Investment Adviser; (iv) CTC's refusal on advice of counsel to act in accordance with any exercise of investment discretion by Customer, Customer's Designated Representative or Customer's Authorized Investment Adviser; (v) any other act or failure to act by Customer, Customer's Designated Representative or Customer's Authorized Investment Adviser; (vi) any prohibited transaction or plan disqualification due to any actions taken or not taken by CTC in reliance on directions from Customer, Customer's Designated Representative or Customer's Authorized Investment Adviser; or (vii) any other act CTC takes in good faith hereunder.

31. For any non-managed assets held within the Account, CTC shall value Assets of the Account on a quarterly basis utilizing various outside sources available to it; however, CTC shall not guarantee the accuracy or prices obtained from quotation services, independent appraisal services, investment sponsors, or parties related thereto or other outside sources. Values for brokerage accounts shall be equal to the total equity value of the account, and shall reflect only those assets that are priced by the brokerage firm. In the absence of direction from the Secretary of the Treasury or his authorized

representative to the contrary, the value of illiquid assets such as limited partnerships and privately-held stock shall be determined by a fair market value from the investment sponsor or other outside source. If the investment sponsor is unwilling or unable to provide a fair market value, then CTC may list the value of the illiquid asset at its original cost or as "Not Available". Assets which have no readily determinable market value, are bankrupt, or for which no original cost or value is otherwise available may have their value reflected as "Not Available" on the CTC's quarterly statement.

32. If the Customer is a qualified retirement plan ("Qualified Plan") under section 401(a) of the Internal Revenue Code, then without limiting the generality of the foregoing, the following provisions shall apply:

- a. The Trustee(s) acknowledges that CTC's duties under the Agreement are ministerial, not fiduciary, and do not relieve the Trustee(s) (or the Plan Administrator, to the extent relevant) of any of the duties set forth in the documents comprising the Qualified Plan and its related trust;
- b. If CTC is advised by the Trustee(s) that the provisions of the Qualified Plan and related trust documents so permit and the Trustee so requests, CTC shall establish separate participant-directed sub-accounts and all references to the Customer under this Agreement shall be deemed to be references to the participant who is directing investment of such sub account, except that the address of such participant shall be deemed to be the address of the Customer as set forth above.

The right to amend the Agreement shall remain that of the Customer; and
c. Customer understands that certain transactions are prohibited for tax-exempt retirement plans under the Employee Retirement Income Security Act of 1974 ("ERISA") and under Internal Revenue Code Section 4975. Customer will not direct the purchase or sale of any Asset to or from a "disqualified person" as defined in Section 4975 (e) of the Internal Revenue Code, or "party-in-interest" as defined in Section 3 (14) of ERISA, or in any other way direct an investment transaction which would be deemed to be a "prohibited transaction" under applicable law. CTC shall have no duty to determine whether any transaction is, or has the potential to be a "prohibited transaction."

33. Special Instructions (Optional). Please list any special instructions in the space provided.
