

UNITED OF OMAHA LIFE INSURANCE COMPANY



MUTUAL OF OMAHA RETIREMENT SERVICES

TPA Platform



RPD950

GET RETIREMENT RIGHT[®]



Enclosed is important information, along with the forms and agreements, which you will need to complete in order to establish a plan using the TPA platform. Please review the materials carefully and contact us at **1-866-810-0244** if you have any questions, or if we can be of assistance. Once completed, all forms should be returned to:

Mutual of Omaha Retirement Services
ATTN: Retirement Services 10
Mutual of Omaha Plz
Omaha, NE 68175
Fax: 402-997-1912
E-mail: planinstallation@mutualofomaha.com

***Third Party
Administrator***

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We look forward to the opportunity to providing high-quality retirement services to you, your plan sponsors and their participants.

Plan Installation/Conversion Timeline

Steps	Business Days	Responsible Party		
		Mutual of Omaha Retirement Services	TPA or Plan Sponsor	Financial Advisor
Note for conversion plans only: The employer notifies prior recordkeeper & determines the start date for blackout. Distribute blackout period notice to plan participants & beneficiaries 30 days prior to the blackout period (sample enclosed).	Distribute notice at least 30 days prior to the start of the plan's blackout period		■	
Mutual of Omaha Retirement Services receives the completed Plan Establishment Kit materials: <ul style="list-style-type: none"> ▪ Plan Rules Guide ▪ Plan Profile ▪ Investment Authorization Form ▪ Recordkeeping Services Agreement 			■	
New Business Consultant verifies that all required documentation has been received & conducts a call with TPA/FA to review next steps.	1	■	■	■
New Business Consultant reviews content of Plan Establishment Kit & places an introductory call to the FA & TPA in order to confirm plan design information.	2 – 4	■	■	■
FA & TPA/Plan Sponsor determine appropriate date for enrollment meetings. Request for enrollment & investment materials is submitted.	2 – 4		■	■
TPA/Client submit Census data to New Business Consultant.	5 – 21		■	
New Business Consultant contacts the employer's prior recordkeeper & prepares a conversion letter to the TPA, detailing the information required (copy to the FA).	10 – 13	■		
New Business Consultant emails website password & information to TPA.	10 – 12	■	■	
New Business Consultant contacts TPA & plan sponsor to review payroll submission procedures & verify that ACH funding is established.	10 – 22	■	■	
The FA conducts the participant enrollment meetings. <i>(Date is contingent on delivery of enrollment materials)</i>	21 – 30			■
Enrollments submitted to Mutual of Omaha.	31		■	
Mutual of Omaha is ready to accept payroll deductions.	40 (The effective date of the Plan)	■		
Mutual of Omaha receives the reconciled plan files & the assets from the TPA & prior Investment Provider.	X-business days (this timeframe is dictated by the prior recordkeeper & Investment Provider)		Prior R/K & Investment Provider	
The plan is live & out of conversion.	X + 7 business days	■		

Plan Rules Guide

1 Employer (Plan Sponsor Contact Person)

Employer's legal name _____

Type of entity _____
(corporation, partnership, S-Corp, etc.)



If a business has self-employed individuals who are treated as employees under Internal Revenue Code Section 401(c)(1), special requirements apply. The employer must certify that the plan does not cover self-employed individuals, or the requirements of Rule 180 of the Securities Act of 1933 must be satisfied with respect to the plan. This certification is included in the Fiduciary Acceptance Package.

Nature of business _____

Employer's tax ID number _____

Employer's address _____

City _____ State _____ Zip _____

Employer's tax year end _____
(month/day)

Primary Employer contact _____
(name and title)

Phone _____ Ext. _____ Fax _____

E-mail _____

Secondary Employer contact _____
(name and title)

Phone _____ Ext. _____ Fax _____

E-mail _____

2 Financial Advisor (To be completed by Mutual of Omaha)

Firm Name _____

Representative _____

Representative address _____

City _____ State _____ Zip _____

Phone _____ Ext. _____ Fax _____

E-mail _____

Secondary contact _____

Phone _____ Ext. _____ Fax _____

E-mail _____

Should we include your name, phone number and e-mail address on participant statements and website?

Yes No

3

Third Party Administrator (TPA)

- Existing TPA for client
- New TPA for client

TPA firm name _____

TPA address _____

City _____ State _____ Zip _____

Installation TPA contact _____

Phone _____ Ext. _____ Fax _____

E-mail _____

Ongoing Service TPA contact _____

Phone _____ Ext. _____ Fax _____

E-mail _____

Who will be the primary contact for Mutual of Omaha? TPA Plan Sponsor

Who will be the contact for participant questions? TPA Plan Sponsor

4

Prior Recordkeeper *(for Conversion Plans)*

- Has the prior recordkeeper been contacted?
- Yes No

Firm name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Ext. _____ Fax _____

E-mail _____

Account/Contract Number _____

5

Prior Asset Holder

- Has the asset holder been contacted?
- Yes No

Firm Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Ext. _____ Fax _____

E-mail _____

Account/Contract Number _____

6

Payroll Information

Current Payroll Vendor

Firm Name _____

Contact _____

Phone Number _____ Ext. _____

E-mail _____

Employer Payroll Contact

Name _____

Phone Number _____ Ext. _____

E-mail _____

Payroll frequency: Weekly Bi-Weekly Semi-Monthly Monthly

7 Plan Information

Information on Parts 7-13 are used to establish your Plan rules on Mutual of Omaha's system. If information is not provided on these sections, your specific plan rules will not appear correctly on our system or where applicable on the Employer and Participant website.

Plan name _____

IRS Plan Sequence Number _____

Effective date of our recordkeeping services: _____ (Must be minimum of 40 days from completion of this form)
month/day/year

Plan year end: Calendar Fiscal

For fiscal plans, please complete: _____ through _____
month/day/year month/day/year

Original plan inception date: _____
month/day/year

Hours of service for eligibility and vesting will be based on: (check one)

- Actual hours worked
- Equivalency based on days worked
(Ten hours of service is credited with at least one hour of service during the day.)
- Equivalency based on months worked
(190 hours of service is credited with at least one hour of service during the month.)
- Elapsed time

Trustee name: _____

(Trustee listed must sign in section 14)

Please check one: New plan Conversion plan

Number of eligible employees _____

Total Estimated Plan Assets (for conversion plans) _____

Who will provide blackout and other applicable notices to the Plan Administrator?

TPA Mutual of Omaha

8 Participant Eligibility

If Mutual is projecting and tracking eligibility, you must complete this section.

1. Who will project and track eligibility? TPA Mutual of Omaha
2. Age requirement to participate in the Plan (years) _____
3. Initial service requirement to participate in Plan (months) _____ (hours) _____
4. **For New Plans Only:** Will eligibility requirements (both age and service) be waived for the initial enrollment?
 Yes No
5. Entry dates (based on plan year-end):
 Semi-Annual Quarterly Monthly Other _____
6. All employee classes are included except: (select any that are applicable)
 - Union employees
 - Nonresident aliens
 - Employees who became employees as a result of an acquisition, disposition, or other business transaction
 - Leased employees
 - Highly compensated employees
 - Other (part-time/seasonal employees are not excludable) _____

9 Loans

1. Will you offer a loan provision? Yes No
2. Who will prepare and approve the loan documents? TPA Mutual of Omaha
3. Loans will be allowed for:
 - General purpose Repayment term _____ years (*maximum 5*)
 - Purchase of primary residence Maximum term _____ years (*maximum 30*)
 - What is the minimum loan amount? \$ _____ (*not to exceed \$1,000*)
 - What is the maximum loan amount? \$ _____ (*not to exceed \$50,000*) or _____% of vested account balance (*not to exceed 50%*)
4. How many loans will be permitted at one time? _____
5. What will be the frequency of loan repayments?
 - Weekly Biweekly Semi-Monthly Monthly
6. What is the loan interest rate? Prime Prime + 1% Other _____

NOTE: Please review the Schedule of Fees for loan fee disclosure.

Participants will have the requested amount plus the loan fee deducted from their accounts. Roth dollars are used to calculate the amount available for a loan but are not included in the loan distribution.

10 Withdrawals

1. Who will provide the distribution documents? TPA Mutual of Omaha
2. Who will prepare and approve distribution requests? Client TPA

NOTE: Please review the Schedule of Fees for distribution fee disclosure.

3. Will you offer hardship withdrawals? Yes No
What sources allowed? _____
4. Will rollover contributions be allowed to be distributed at any time? Yes No
5. Will you offer in-service withdrawals? Yes No
If yes, what types? (*check all that apply*)
 - Normal Retirement
 - Fully Vested
 - Disability
 - Upon Attainment of Age 59½
 - Other _____
6. Normal retirement age _____ (*not to exceed 65*)
7. Is there an early retirement age for the plan? Yes No
If Yes, age _____ and completing _____ years of service
8. The Plan's mandatory cashout distribution level will be: \$0 \$1,000 \$5,000

Rollover contributions will be included in determining the value of a participant's balance for involuntary cash-out purposes. Roth dollars are not available for purposes of hardship distributions.

11 Employee Contributions

1. Check all that will apply:
 - Elective Pre-Tax Deferral Roth 401(k) Elective Deferrals Voluntary After-Tax
 - Rollover Catch-Up Contribution
2. When are rollovers allowed into the plan? Immediate Upon Eligibility
3. Employee Pre-tax Deferrals may range from _____% through _____% of their compensation. (*maximum 100%*)
4. Employee Roth 401(k) Elective Deferrals may range from _____% through _____% of their compensation. (*maximum 100%*)

NOTE: Deferral amounts must be provided in whole numbers.

11 Employee Contributions

(continued)

(k)ruiseControl Automatic Enrollment Options

Yes No

If automatic enrollment will be a feature of this plan, check the (k)ruiseControl box above, check the box preceding the type of automatic enrollment arrangement you will be offering in the plan (i.e., ACA, EACA or QACA) and complete the applicable section. If automatic enrollment will not be a feature of the plan, skip this section. If automatic enrollment will not be a feature of the plan but you want to offer automatic deferral increase functionality to participants, select the automatic deferral increase feature in the Participant Elected Automatic 401(k) Elective Deferral Increase only of this guide.

The default investment you select for the Plan will be used as the investment vehicle for the elective deferrals and employer contributions for participants who are automatically enrolled. You should carefully review your designated default investment in terms of your fiduciary responsibilities under ERISA to ensure the investment is appropriate for the automatic enrollment feature.

AUTOMATIC CONTRIBUTION ARRANGEMENT (ACA)

Mutual of Omaha understands that you as TPA must provide a written notice about the ACA to each eligible employee within a reasonable period of time before they are automatically enrolled in the plan and a reasonable time before the start of each year. Generally, 30 days is considered to be a reasonable period of time.

1. Automatic Enrollment and/or automatic increases shall apply to the following employees:
 - a. New Employees (select one):
 - New employees who meet the eligibility requirement on or after the effective date, regardless of when they are hired (If you are amending an existing automatic enrollment arrangement, you must select this option.)
 - New employees who are hired on or after the automatic enrollment and/or automatic increases are in effect.
 - b. Current Employees (select one):
 - All current employees who have met the eligibility requirements prior to the adoption of the automatic enrollment and/or automatic increases feature in the plan and are not currently contributing participants (i.e., are deferring 0 percent).
 - Current employees will not be automatically enrolled or automatically increased.
2. _____ % of an eligible employee's compensation will be automatically withheld and contributed to the plan as an elective deferral if the employee does not make an affirmative deferral election.
3. Will the Plan automatically increase elective deferrals for automatically enrolled participants?
 - Yes No

If Yes, the increases will occur as follows: _____ % per year up to a maximum of _____ %

ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)

Mutual of Omaha understands that you as TPA must provide a written notice about the EACA to each eligible employee within a reasonable period of time before their initial automatic enrollment and a reasonable time before the start of each plan year. Between 30 and 90 days is generally considered to be a reasonable period of time. Caution: An EACA feature generally may only be added at the beginning of the plan year.



If you select the EACA feature for both new and current employees, the 6 month ADP/ACP testing deadline applies and employees may have a period between 30 and 90 days for permissible withdrawals. If you select the EACA feature and do not cover both new and current employees who fail to return a salary deferral election, the 2½ month ADP/ACP testing deadline applies, and the permissible withdrawal period will be 30 days.

4. Effective Date of this EACA feature (month/day/year) _____ (must be the first day of the plan year).
5. Automatic Enrollment and/or automatic increases shall apply to the following employees:
 - a. New Employees (select one):
 - New employees who meet the eligibility requirement on or after the effective date, regardless of when they are hired (If you are amending an existing automatic enrollment arrangement, you must select this option.)
 - New employees who are hired on or after the automatic enrollment and/or automatic increases are in effect.
 - b. Current Employees (select one):
 - All current employees who have met the eligibility requirements prior to the adoption of the automatic enrollment and/or automatic increases feature in the plan and are not currently contributing participants (i.e., are deferring 0 percent).
 - Current employees will not be automatically enrolled or automatically increased.

11 Employee Contributions

(continued)

6. _____ % of an eligible employee's compensation will be automatically withheld and contributed to the plan as an elective deferral if the employee does not make an affirmative deferral election.
7. Will the Plan automatically increase elective deferral increases for automatically enrolled participants?
 Yes No

If Yes, the increases will occur as follows: _____ % per year up to a maximum of _____ %

8. Will automatically enrolled participants be allowed to take permissible withdrawals of their EACA elective deferrals and the earnings attributable to such elective deferral? Yes No

QUALIFIED AUTOMATIC CONTRIBUTION ARRANGEMENT (QACA)

Mutual of Omaha understands that you as TPA must provide a written notice about the QACA to each eligible employee within a reasonable period of time before their initial automatic enrollment and a reasonable time before the start of each plan year. Between 30 and 90 days is generally considered to be a reasonable period of time. Caution: An QACA feature generally may only be added at the beginning of the plan year

9. Effective Date of this QACA feature (month/day/year) _____ (must be the first day of the plan year).

10. _____ % (at least 3%) of an eligible employee's compensation will be automatically withheld and contributed to the plan as an elective deferral during the initial automatic enrollment period if the employee does not make an affirmative deferral election.

11. The percentage of elective deferrals will increase _____ % per year, up to a maximum of _____ % (not less than 6% and not more than 10%) until the participant makes an affirmative deferral election.

12. You will make employer QACA contributions as follows. (Use whole percentages.)

QACA Basic Matching Formula:

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Less than or equal to 1 %	100%
Greater than 1%, but less than or equal to 6%	50%

QACA Enhanced Matching Formula: (Cannot result in a smaller matching contribution than the Basic Formula at any level of deferral.)

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
<input type="checkbox"/> Less than or equal to _____ % (must be at least 1% but not greater than 6%)	100%
<input type="checkbox"/> Less than or equal to _____ % (must be at least 1%)	100%
Greater than _____ %, but less than or equal to _____ % (not greater than 6%)	_____ %

QACA Nonelective Contribution: _____ % (at least 3%)

13. The QACA nonelective or QACA matching contributions will vest based on the following schedule: (select one)

100% vested at all times

Cliff or Graded Schedule (complete)

<u>Years of Service</u>	<u>Vested Interest</u>
Less than One	_____ %
1	_____ %
2	100 %

11 Employee Contributions

(continued)

14. No additional contributions are required to satisfy the QACA requirements. You may make matching contributions in addition to those listed above. To ensure that the plan continues to satisfy the QACA ADP/ACP safe harbor provisions, only the following additional matching contributions may be made (see specific contribution limitations in parentheses after each election below). If you wish to provide an additional employer nonelective contribution and still maintain the plan as a QACA, please complete the entire Profit Sharing Contribution section under Employer Contributions of this Plan Rules Guide. If such a contribution is made, your plan will be subject to top-heavy testing requirements.

Additional QACA Matching: (optional) (You may not contribute matching contribution on elective deferrals that exceed 6% of compensation.)

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
-------------------------------------	----------------------------

<input type="checkbox"/> Less than or equal to _____ % (cannot exceed 6%)	_____ %
---	---------

<input type="checkbox"/> Less than or equal to _____ %	_____ %
--	---------

<input type="checkbox"/> Greater than _____ %, but less than or equal to _____ % (cannot exceed 6%)	_____ %
---	---------

(The matching percentage on the second tier must be less than first tier.)

A discretionary matching percentage, based on deferrals not exceeding 6% of compensation, determined annually. (This contribution cannot be greater than 4% of compensation.)

If you select any QACA matching contributions selected in question 14 above, please complete the matching vesting schedule in the Vesting section of this Plan Rules Guide. The additional QACA matching contribution will be subject to the match vesting schedule selected in the Vesting section of this Plan Rules.

15. Will automatically enrolled participants be allowed to take permissible withdrawals of their QACA elective deferrals and the earnings attributable to such elective deferral? Yes No

(k)RUISECONTROL AUTOMATIC ENROLLMENT ASSUMPTIONS – If you selected any of the (k)ruiseControl automatic enrollment features above, we will use the following assumptions in administering your plan.

a. Automatic 401(k) Elective Deferrals. If you will automatically enroll eligible employees who fail to return a salary reduction agreement, the compensation that is automatically withheld and contributed to the plan will be designated as pre-tax elective deferrals. (Caution: If you change this assumption, the automatic 401(k) elective deferral reports in this Plan Rules should not be used.)

b. Affected Employees. If you select the EACA feature and choose to apply it only to newly eligible employees who fail to return a salary deferral election, the 2½ month ADP/ACP testing deadline applies. If you select the QACA feature, both current and newly eligible employees who fail to return a salary election will be automatically enrolled (this option cannot be changed for QACA). (Caution: If you change this assumption, the automatic 401(k) elective deferral reports in this plan rules guide should not be used.)

c. ACA, EACA, & QACA Elective Deferral Increases. If you selected automatic deferral increases in the ACA, EACA, or QACA feature, only participants who are automatically enrolled will be subject to the automatic increases. The increase will take effect annually as of the first day of each plan year.

d. QACA Employer Contributions. QACA employer contributions will be made to this plan and will be made for all highly compensated and nonhighly compensated eligible employees, whether or not automatically enrolled.

e. Permissible Withdrawals of EACA or QACA Elective Deferrals. If you selected the permissible withdrawals for EACA or QACA, all automatically enrolled participants will be allowed to withdraw their EACA and QACA elective deferrals and the earnings attributable to such elective deferrals within 90 days following the date the first automatic contribution was made. However, if you select the EACA feature for only newly eligible employees who fail to return a salary deferral election, this initial period will be 30 days.

12 Contributions

(continued)

3. What criteria will be required for an employee to receive a matching contribution?
- No requirements
 - Last day *or* if not employed on the last day _____ hours of service (*hours from zero to 500*)
 - Last day *and/or* hours of service
 - Last Day Yes No
 - Hours of Service Yes No
 - If Yes, _____ hours of service (*hours from zero to 1,000*)

**** If you checked Profit Sharing:**

4. **Profit Sharing contributions** will be based on the following:
- A discretionary amount determined annually
 - Mandatory or fixed amount
_____ % of participant's compensation
5. **Profit Sharing contributions** will be allocated as follows:
- Pro Rata Integrated with Social Security
 - Flat Dollar Government Contract (*Prevailing Wage Plan*)
 - Age Weighted New Comparability

***** If you checked Money Purchase:**

6. Fixed contribution _____ % of participant's compensation

13 Vesting

1. Who will track and calculate vesting? TPA Mutual of Omaha
 If TPA is checked, an annual vesting report must be provided to Mutual of Omaha to update the recordkeeping system and provide on one quarterly statement a year.
2. If TPA is checked, do you want Mutual of Omaha to display the vested percentage on participant statements?
 Yes No
3. Computation period: (*choose one*) Plan year Anniversary year

4. **Matching Contributions** will vest based on the following schedule:

- Full and immediate vesting (*100% at all times*)
- Years of Service** **Vested Interest**
 - 1 but less than 2 _____ %
 - 2 but less than 3 _____ %
 - 3 but less than 4 _____ %
 - 4 but less than 5 _____ %
 - 5 but less than 6 _____ %
 - 6 or more 100%

Vesting must be equal to or more favorable than the following two schedules:		
	<u>Cliff</u>	<u>Graded</u>
1 but less than 2	0%	0%
2 but less than 3	0%	20%
3 but less than 4	100%	40%
4 but less than 5	100%	60%
5 but less than 6	100%	80%
6 but less than 7	100%	100%

5. **Profit Sharing and/or Money Purchase Contributions** will vest based on the following schedule:

- Full and immediate vesting (*100% at all times*)
- Years of Service** **Vested Interest**
 - 1 but less than 2 _____ %
 - 2 but less than 3 _____ %
 - 3 but less than 4 _____ %
 - 4 but less than 5 _____ %
 - 5 but less than 6 _____ %
 - 6 or more 100%

Vesting must be equal to or more favorable than the following two schedules:		
	<u>Cliff</u>	<u>Graded</u>
1 but less than 2	0%	0%
2 but less than 3	0%	20%
3 but less than 4	100%	40%
4 but less than 5	100%	60%
5 but less than 6	100%	80%
6 or more	100%	100%

**Authorized
Plan Design
Assumptions**

Your plan document defines the specific rules under which your plan will be operated. The following assumptions will be made unless we are notified otherwise:

Transactions:

- If a participant has **after-tax contributions** in the plan after separation from service and takes partial distributions, we will follow the regulations under Internal Revenue Code section 72 to determine the taxable portion of the distribution.
- **Vesting Calculations.** An employee will not be given credit for service with a predecessor employer. An employee will be fully vested upon death, disability, or early retirement age. The vesting schedule selected above applies to all participants even if they have no hours of service for plan years beginning after December 31, 2001 (for matching contributions) or December 31, 2006 (for profit sharing contributions). The vesting schedule for matching or profit sharing contribution will apply to all matching or profit sharing contributions in the plan even if some assets were previously subject to a less favorable vesting schedule in prior plan documents (i.e., even if previously preserved prior vesting schedules under EGTRRA and PPA vesting amendments, they will no longer apply). All of an employee's years of vesting service with the employer will be counted to determine an employee's vested percentage.
- **Exchanges** can be requested on a daily basis, unless you provide alternate instructions here:

- **Forfeitures** of profit sharing contributions, matching contributions, and excess aggregate contributions shall be applied to reduce employer contributions, unless otherwise applied toward plan expenses.
- **REA Plan Provisions.** If this is a 401(k)/profit sharing plan, the REA safe harbor provisions apply to this plan. Therefore, spousal consent is not necessary to receive a distribution. The employer is responsible for providing all necessary notices and obtaining all necessary consents as required by REA.
- **Hardships** will come first from elective deferrals, then from company matching contributions, then from other company contributions unless you provide alternate instructions here (in no event can hardship withdrawals come from QNECs or QMACs):

- **In-Plan Roth Rollovers.** In-Plan Roth Rollovers will not be allowed.
- **Loans** will be processed pro rata from each contribution type (except Roth), unless you provide alternate instructions here: _____

- **All partial distributions after separation from service** will be taken pro rata from each contribution type (except Roth), unless you provide alternate instructions here:

- **All 59½ distributions** will be taken pro rata from each contribution type (except Roth), unless you provide alternate instructions here:

Refunds:

- **ADP refunds** ADP refunds will come from elective deferrals. Unless otherwise notified prior to liquidation of assets, all refunds will be processed from pre-tax contributions.
 - **ACP refunds** will come first from employee after-tax contributions, then from the company matching contributions.
 - A **refund of excess deferrals** will be made from the elective deferral source/money type.
 - A **415 excess** will come first from employee after-tax contributions, then from elective deferrals. If necessary, other money types may be used at your direction.
-

Plan Profile

Mutual of Omaha Retirement Services offers you the ability to control the web features and functionality available to the plan sponsor and participants. The following is the most frequently requested functionality and will be established as follows unless we are instructed otherwise. You should review, complete and return this form with your installation package to ensure the plan and participant websites are established properly.

TPA Name: _____ Plan Name _____

Internet Functionality	TPA/Plan Sponsor	Participant
Participant Access	<input checked="" type="checkbox"/> Inquiry and Transaction Access* <input type="checkbox"/> Inquiry Only	
Who will be processing: <ul style="list-style-type: none"> ■ Contributions ■ Census files 	<input type="checkbox"/> Plan Sponsor <input type="checkbox"/> TPA <input type="checkbox"/> Plan Sponsor <input type="checkbox"/> TPA	
Who will be updating indicative data?	<input type="checkbox"/> Plan Sponsor <input type="checkbox"/> TPA	
Who can request: <ul style="list-style-type: none"> ■ Online distributions ■ Investment election changes ■ Deferral percent changes ■ On-demand statements ■ Loan Requests (if plan permits) 	<input checked="" type="checkbox"/> TPA/Plan Sponsor <input checked="" type="checkbox"/> TPA/Plan Sponsor <input checked="" type="checkbox"/> TPA/Plan Sponsor <input checked="" type="checkbox"/> TPA/Plan Sponsor	<input type="checkbox"/> Participant <input checked="" type="checkbox"/> Participant <input type="checkbox"/> Participant <input checked="" type="checkbox"/> Participant <input type="checkbox"/> Participant
Loan modeling offered to: (if plan permits loans) Who can generate loan paperwork (if plan permits)?	<input checked="" type="checkbox"/> TPA/Plan Sponsor <input checked="" type="checkbox"/> TPA/Plan Sponsor	<input type="checkbox"/> Participant <input type="checkbox"/> Participant
Who can authorize loans (if plan permits)?	<input checked="" type="checkbox"/> TPA/Plan Sponsor	
Who can authorize distributions (if plan permits)?	<input checked="" type="checkbox"/> TPA/Plan Sponsor	

* Inquiry and Transaction access allows TPAs and Plan Sponsors to view participant account information online and to request transactions.

Enrollment

Booklet Customization

Language (select one or more)

- English Booklets Spanish Booklets

Booklet Title (select one)

- Use the following kit title: _____ (25 character limit)
 Use the kit default title of "Plan for a Secure Retirement"*

Company Logo (select one)

- Use the company name rather than the logo on the booklet cover*
 Use our company logo on the booklet cover. See the logo requirements below. Logo should be emailed to planinstallation@mutualofomaha.com

Logo Requirements:

1. high resolution jpeg file – 300 dpi or higher
2. black-and-white graphic
3. 3" x 2" or smaller

Welcome Letter (select one)

- Use our customized company letter – email word document to planinstallation@mutualofomaha.com
 Use the standard Welcome Letter for our plan*

Planning Worksheets and Fund Profiles (select one)

- Provide a Simplified Booklet – Simplified Booklets do not include the Portfolio Selection Questionnaire, Retirement Calculator or Fund Profiles. Participants can access this information on the Participant website.
 Provide a Comprehensive Booklet – Comprehensive Booklets include the Portfolio Selection Questionnaire, Retirement Calculator and Fund Profiles.*

Type of Enrollment (select one)

- Participants will complete a paper enrollment form*
 Participants will be required to enroll in the plan via either the Interactive Voice Response (IVR) System or online at the Participant website

Requirements:

1. Plan must offer Online Deferral Percentage Changes
2. Census data should be submitted prior to entry dates
3. If plan is using Stadion QDIA, the 30-day required participant notice must be given 30 days prior to the online enrollment window.

*Defaults

Number of Enrollment Booklets Needed for Initial Enrollment

English: _____ Spanish _____

Date Needed: _____

Mailing Instructions:

Attn: _____

Mailing Address: _____

Return Completed Enrollment Forms to: *(retain beneficiary forms in plan sponsor files)*

Mutual of Omaha Retirement Services

124 8th Avenue NE

Brainerd, MN 56401

ATTN: Retirement Services Installation

Fax: 218-855-6010

Please call 1-800-679-6019 to request enrollment booklets for subsequent enrollments.

Default Investment Election

If investment elections are unavailable for a participant and/or if a participant is automatically enrolled, his/her contributions should be invested as follows:

Option 1 – Establish a single Plan-level default fund for all participants that do not provide investment direction.

If no portion of a participant’s account balance has been directed into an investment by the participant, the participant’s account will be invested in the following default investment:

- Investment Name *(Required)* _____

Option 2 – Establish default investments in the Mutual GlidePathSM funds based on each participant’s age.

If no portion of a participant’s account balance has been directed into an investment by the participant, the participant’s account will be invested into a default investment using the projected birth year bands as defined by Mutual of Omaha.

Birth Year Bands will be determined using:

- The Plan’s Normal Retirement Age
- Alternative to Normal Retirement Age _____ (Please note that this age will only be used for determining the default investment a participant will be invested in. The Plan’s Normal Retirement Age will still determine vesting, etc.).

Upon receipt of this completed authorization form, Mutual of Omaha will define the birth year bands for each of the following GlidePath funds in your plan.

Mutual GlidePath 2005 SM	Mutual GlidePath 2035 SM
Mutual GlidePath 2010 SM	Mutual GlidePath 2040 SM
Mutual GlidePath 2015 SM	Mutual GlidePath 2045 SM
Mutual GlidePath 2020 SM	Mutual GlidePath 2050 SM
Mutual GlidePath 2025 SM	Mutual GlidePath 2055 SM
Mutual GlidePath 2030 SM	

Alternate Default Fund

I direct Mutual of Omaha to establish the following Plan-level default investment to be used for investments in forfeiture accounts and for participants without a date-of-birth on file.

- Investment Name *(Required)* _____

Option 3 – Establish default investments in the Stadion Managed Account service (must be selected as an available option for the plan in the Plan Establishment Kit).

If no portion of a participant’s account balance has been directed into an investment by the participant, the participant’s account will be managed by Stadion as part of the managed account service. The Employer acknowledges that there is an annual fee of 0.75% charged to each participant whose account is managed by Stadion is assessed quarterly to the participant based upon the valuation of the participant’s account on the last market day of the previous calendar quarter.

Alternate Default Fund

I direct Mutual of Omaha to establish the following Plan-level default investment to be used for investments in forfeiture accounts.

- Investment Name *(Required)* _____

Default Investment Election *(continued)*

Option 4 – Establish default investments in the Vanguard Target Retirement funds based on each participant’s age.

If no portion of a participant’s account balance has been directed into an investment by the participant, the participant’s account will be invested into a default investment using the projected birth year bands as defined by Mutual of Omaha.

Birth Year Bands will be determined using:

- The Plan’s Normal Retirement Age
 Alternative to Normal Retirement Age _____ (Please note that this age will only be used for determining the default investment a participant will be invested in. The Plan’s Normal Retirement Age will still determine vesting, etc.).

Upon receipt of this completed authorization, Mutual of Omaha will define the birth year bands for each of the following Vanguard Target Retirement funds in your plan.

Vanguard Target Retirement 2015 Fund	Vanguard Target Retirement 2040 Fund
Vanguard Target Retirement 2020 Fund	Vanguard Target Retirement 2045 Fund
Vanguard Target Retirement 2025 Fund	Vanguard Target Retirement 2050 Fund
Vanguard Target Retirement 2030 Fund	Vanguard Target Retirement 2055 Fund
Vanguard Target Retirement 2035 Fund	

As plan fiduciary, the Employer herein directs Mutual of Omaha to automatically transfer the existing account balance for a participant whenever a date-of-birth update changes the participant’s default investment.

Alternate Default Investment

I direct Mutual of Omaha to establish the following Plan-level default investment to be used for investments in forfeiture accounts and for participants without a date-of-birth on file.

- Investment Name *(Required)* _____

Default Investment Election *(continued)*

Qualified Default Investment Alternative

- The Employer deems the default investment(s) selected for the Plan to be a Qualified Default Investment Alternative (QDIA), compliant with the Department of Labor's definition of a QDIA. The Employer also acknowledges and accepts the fiduciary responsibility of meeting the six conditions required to receive fiduciary relief for defaulting participant investments.

A Qualified Default Investment Alternative (QDIA) provides Employers with certain fiduciary relief if they choose a default investment for participants that have not provided investment direction. Fiduciaries of individual account Plans, such as 401(k) and certain ERISA 403(b) Plans, may avoid fiduciary liability for investment performance by placing contributions in QDIAs if:

1. each participant has the right to direct the investment of contributions in his/her account but chooses not to;
2. a notice explaining default investments and participant rights is provided when a participant becomes eligible to participate and each subsequent year;
3. each participant receives a copy of investment materials (e.g., prospectuses) that are given to the Plan for QDIAs;
4. participants are permitted to transfer their defaulted assets out of QDIAs at least as often as they could have had they elected the QDIA, but always at least quarterly;
5. transfers or withdrawals out of a QDIA within the first 90 days after the funds are initially invested for a participant may not be subject to any restrictions, fees or expenses. This includes redemption fees, surrender charges, and liquidation or exchange fees; and
6. the Plan offers a broad range of investments.

A QDIA must generally be either 1) managed by an investment manager, Plan trustee or a Plan sponsor or 2) an investment company registered under the Investment Company Act of 1940 described below:

1. an investment fund or model portfolio that is diversified and invests considering either the participant's age, target retirement date or life expectancy (e.g., target maturity funds, life-cycle funds, etc.);
2. an investment fund or model portfolio that is diversified and designed for long term capital appreciation while considering the risk appropriate for the Plan participants as a whole (e.g., a balanced fund); or
3. an investment management service where a fiduciary manages the defaulted assets of a participant considering the participant's age, retirement date or life expectancy (e.g., a managed account).



The Employer understands that plan participants must be given a 30 Day Written Notice prior to the implementation of the new Default Investment Option. The Employer acknowledges and certifies that such 30 Day Written Notice will be given to plan participants and assumes complete responsibility for the provision of such notice.



Your plan's trustee or custodian may require documentation (e.g., board resolution), to allow for the transfer of plan assets. You may also be responsible for establishing an Investment Policy Statement to document the investment objectives and performance guidelines for the assets of the Plan. Please contact Mutual of Omaha if you would like a sample board resolution or a sample investment policy statement.

Retirement Plan Recordkeeping Services Agreement

This Agreement is made between United of Omaha Life Insurance Company (United of Omaha) and _____ (“Employer”) and sets forth the terms and conditions pursuant to which United of Omaha will provide services to the retirement plan known as _____ (“Plan”), which is sponsored by Employer.

1. EFFECTIVE DATE AND TERM.

The term of this Agreement will begin on _____ (the “Effective Date” (*month/day/year*)) and will continue in effect until terminated pursuant to Section 5.

2. SERVICES.

2.01 General –

- (a) United of Omaha will provide to the Plan the services (“Services”) set forth on the TPA Model Responsibility Matrix included with this Agreement. Any additional services, such as technical consulting and IRS determination letter submissions, must be mutually agreed to in writing by the parties. Unless otherwise agreed to in writing, United of Omaha will perform the Services only for the Plan and only using data with respect to the Plan, even if there are other benefit plans related to the Plan. It is within United of Omaha’s sole discretion to reasonably modify the TPA Model Responsibility Matrix from time to time upon written notice to Employer of such modifications. A detailed description of the specific responsibilities of United of Omaha and Employer is set forth on the TPA Model Responsibility Matrix included with this Agreement, and each of United of Omaha and Employer agrees to perform the tasks for which it is responsible according to the TPA Model Responsibility Matrix. Any service or task not set forth on the TPA Model Responsibility Matrix as an United of Omaha task is Employer’s responsibility. United of Omaha will maintain records regarding allocation of assets and liabilities including loans to participants and beneficiaries, and will be responsible for the balancing and reconciliation of Plan assets. United of Omaha will maintain appropriate balancing and reconciliation procedures for the Plan and will maintain accurate records of Plan assets, including balancing, reconciliation and allocation of all assets and liabilities in the Plan.
- (b) United of Omaha will act only upon the instructions of Employer, the plan administrator (“Plan Administrator”) appointed by Employer or a Plan participant that are provided to United of Omaha either in writing, by mutually agreed upon electronic means, via United of Omaha’s voice response system or via a website designated by United of Omaha. United of Omaha will have no responsibility, right or power to exercise any authority or control respecting management or disposition of Plan assets except as directed by Employer, parties appropriately authorized by Employer, participants or TPA. Employer is responsible for establishing the Plan, reviewing the Plan document, maintaining the qualified status of the Plan under the Employee Retirement Income Security Act (as amended, “ERISA”) and federal tax law, and performing all other Employer duties set forth in this Agreement. Employer acknowledges that United of Omaha cannot properly provide the Services without Employer properly forwarding the prescribed information to United of Omaha, and Employer agrees to provide complete, accurate, and timely information and approvals in the manner and within the time frames reasonably requested by United of Omaha.

2.02 Plan Document Services –

- (a) Employer acknowledges that it is responsible for choosing a plan document that is appropriate for Employer and taking all necessary actions to adopt the plan (e.g., adopting a board resolution if necessary, providing participant notices, investment policy statement, etc.). Employer acknowledges that United of Omaha has provided no advice regarding the document used by the Employer. Employer acknowledges that Employer is completely and solely responsible for updating and amending such plan as may be required to keep the document in compliance. Employer has determined that the fees and services specified in this Agreement are appropriate and conform to the terms of such document.
- (b) The Employer represents and warrants that the pre-existing plan: (i) is qualified under Internal Revenue Code Section 401(a) and is exempt from tax under Code Section 501(a), and that the plan has been amended for all legislative or regulatory changes; and (ii) has operated in compliance with all ERISA and Code requirements, or the Employer has taken the appropriate steps necessary to correct any compliance failures. Employer will provide United of Omaha with accurate and reliable information as set forth in United of Omaha’s plan establishment materials. United of Omaha will not review prior plan documents, prior administrative or recordkeeping work, or IRS and DOL filings or reporting performed by parties other than United of Omaha for pre-existing plans. United of Omaha will perform the Services based solely on the information supplied by Employer using the documents and information-gathering tools provided by or approved by United of Omaha.

2.03 Other Responsibilities –

- (a) Employer acknowledges and agrees that United of Omaha is not a “plan administrator” or “fiduciary,” as those terms are defined in ERISA, and that nothing in this Agreement is intended to confer upon United of Omaha the status of plan administrator or fiduciary to the Plan. United of Omaha will not be deemed to be providing legal, investment or tax advice to Employer pursuant to this Agreement, and Employer agrees to obtain from third parties such legal and tax advice as the Plan may require. United of Omaha will not be responsible for payment of any federal, state or other taxes or penalties which may be charged against the Plan,

Retirement Plan Recordkeeping Services Agreement *(continued)*

Employer or other parties to the Plan. Except as expressly set forth in this Agreement, United of Omaha will not be responsible for filing notices of any taxable or otherwise reportable events as defined under applicable law, nor will United of Omaha be liable in any manner for any failure by Employer to file accurate reports with the IRS or Department of Labor (“DOL”) in a timely manner or for Employer’s responsibility to distribute any other required notices and materials, including but not limited to, if applicable, proxy materials, prospectuses, blackout notices and other investment information.

- (b) United of Omaha may provide Employer’s financial advisor or broker of record with information regarding the Plan and Plan participants, and United of Omaha may release any information or documentation related to Employer, the Plan and Plan participants as requested by Employer’s financial advisor or broker of record, the company that markets and sells Employer’s plan product, the providers of mutual funds or other investments (or their designees) invested in by the Plan or Plan participants, the Plan’s trustee and custodian, the IRS, the DOL, or any other regulatory or judicial authority.
- (c) If requested by Employer, United of Omaha will introduce Employer to one or more third parties available to provide such custodial services as Employer may elect in writing. Fees for such services are set forth on the Schedule of Fees. There may be additional fees for these services which will be set forth in a separate agreement with the service provider.
- (d) If requested by Employer, United of Omaha may introduce Employer to one or more third parties available to provide fiduciary services as employer may elect in writing. Fees for such services are set forth on the Schedule of Fees. There may be additional fees for these services which will be set forth in a separate agreement with the service provider.

2.04 Incomplete or Inaccurate Information; Imputed Knowledge – United of Omaha may rely upon the completeness and accuracy of all information provided to United of Omaha by Employer, and United of Omaha will not be responsible for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate, or untimely information from Employer. No information with respect to the Plan known by a parent, subsidiary or affiliate of United of Omaha will be attributed to United of Omaha or considered imputed knowledge of United of Omaha.

2.05 Agency Relationship – Employer has appointed the TPA identified on the attached TPA Model Responsibility Matrix to serve as its agent and authorized representative for the Plan, and Employer authorizes United of Omaha to receive and act upon any instructions provided by the TPA with respect to the Plan, including, without limitation, approval of loans and distributions, vesting updates, tracking of eligibility and serving as the primary point of contact with United of Omaha. United of Omaha will serve as the agent and authorized representative of Employer solely for purposes of providing orders, instructions and other communications to the Plans’ trustee or custodian.

2.06 Use of United of Omaha’s Website and Other Media –

- (a) United of Omaha will provide Employer with access to the Plan’s information via an United of Omaha website, interactive voice response line, FTP site, e-mail or other media (collectively, the “United of Omaha Media”). Employer and Plan participants are each responsible for installing the necessary hardware and software, as determined by United of Omaha from time to time, to access and use United of Omaha media. Employer is responsible for determining who will have access to United of Omaha media and for providing access codes and/or passwords to participants and other parties authorized by Employer to use United of Omaha media. Unless Employer provides United of Omaha with written objection, the investment advisor or broker of record for the Plan will be given both plan- and participant-level view-only access to United of Omaha media and will be considered an authorized user.
- (b) Employer acknowledges that United of Omaha will not be responsible for any damages that may result from Employer’s failure to follow all instructions and procedures posted on United of Omaha media, nor is United of Omaha responsible in any manner for the actions of any authorized or unauthorized user of United of Omaha media. United of Omaha will in no way be responsible for any damages resulting from improper, inadequate, or unauthorized use of United of Omaha media. All applicable rights to patents, copyrights, trademarks, trade secrets and intellectual property rights of whatsoever kind in United of Omaha media are and will remain United of Omaha’s property.

3. FEES AND EXPENSES.

3.01 Fees Payable by Employer –

- (a) United of Omaha will receive the fees (“fees”) set forth on the Schedule of Fees to this Agreement. United of Omaha reserves the right to modify the Fees upon not less than 90 days written notice to Employer. Employer acknowledges and agrees that the Fees are based upon Employer’s compliance with all reasonable practices and procedures set forth by United of Omaha, and that Employer may be responsible for the payment of additional fees to United of Omaha if Employer deviates from United of Omaha’s practices and procedures.
- (b) United of Omaha will, on behalf of the Plan’s trustee and/or custodian, collect fees for trustee and/or custodial services, as applicable. In addition, United of Omaha will process payment of the TPA’s fees in accordance with the Authorization Form Mutual of Omaha to Debit Third Party Administrator Fees from Plan Assets (the “TPA Fee Authorization”), included with this Agreement. If Employer does not complete the TPA Fee Authorization, Employer or Plan Administrator is responsible for payment of the TPA fees.
- (c) United of Omaha will either invoice Employer for the fees under Sections 3.01(a) and (b) or debit these fees from Plan assets, in accordance with Employer’s election on the Schedule of Fees and the TPA Fee Authorization. Employer acknowledges and agrees that when it exercises its discretion to debit any fees from Plan assets, it has determined the appropriateness of its authorization in accordance with the plan document and legal and regulatory guidance.”

Retirement Plan Recordkeeping Services Agreement *(continued)*

- 3.02 Nonpayment of Fees by Employer** – Employer expressly acknowledges and agrees that if Employer does not pay an invoice in full when due, and does not provide United of Omaha with written notification of its reasons for not paying such invoice in full within 60 days after United of Omaha sends such invoice, Employer directs United of Omaha to request that the trustee or custodian of the Plan pay all unpaid Fees and trust/custody fees from the Plan's assets to United of Omaha, and Employer hereby authorizes the removal of such Fees and trust/custody fees from the Plan's assets. Employer further authorizes United of Omaha to continue to request that the custodian pay from the Plan's assets all unpaid Fees due thereafter unless and until Employer delivers written direction to the contrary to United of Omaha and pays to United of Omaha all unpaid Fees. All such Fees and trust/custody fees will be allocated among all participants in the Plan at the time Fees are removed from the Plan's assets. In the event that Employer fails to pay Fees or trust/custody fees when due, and United of Omaha pursues a collection against Employer, Employer will pay United of Omaha's reasonable attorney's fees and expenses for such collection. United of Omaha will be entitled to charge reasonable interest on any past-due Fees. United of Omaha reserves the right to discontinue providing any or all of the Services in the event Employer fails to pay all Fees when due.
- 3.03 Bankruptcy/Dissolution** – In the event Employer becomes the debtor in a voluntary or involuntary bankruptcy or insolvency proceeding, the parties agree that upon the filing of such proceeding this Agreement will be considered an executory contract under 11 U.S.C. Section 365 and that any pre-petition arrearage under this Agreement must be paid in full if the Agreement is to be assumed. However, United of Omaha reserves the right to withhold its consent to such assumption of the executory contract. In the event of a dissolution by Employer under state law, the parties agree United of Omaha will not provide any Services without first receiving payment for such Services. The parties agree that United of Omaha is entitled to recover United of Omaha's reasonable attorneys fees and expenses associated with representing United of Omaha in a bankruptcy or dissolution proceeding.
- 3.04 Fees Payable by Mutual Funds and Third Party Service Providers** – United of Omaha receives compensation from certain mutual funds or their affiliates in consideration of services that United of Omaha provides to the funds, including but not limited to processing the purchase and redemption of fund shares and participant-level fund recordkeeping. This compensation is paid directly to United of Omaha by the funds, their affiliates, or their service providers pursuant to a services agreement between United of Omaha and one or more such parties, and Employer is not responsible for payment of this compensation. The compensation paid to United of Omaha by such parties is based either on a percentage of the average daily net asset value of shares invested in the fund, or on a set fee per each participant that invests in the fund. In addition, United of Omaha also receives compensation from certain third party service providers with respect to services provided by United of Omaha and/or such third party service providers to the Plan or Plan participants. This compensation is paid directly to United of Omaha by the third party service provider pursuant to an agreement between United of Omaha and such third party service provider. Such fee is paid subject to a services agreement between United of Omaha and each fund, its distributor or other affiliate. The rate of compensation described in this Section 3.04 generally ranges from 0% to 0.35% (0 to 35 basis points) of average daily net asset value of shares invested in the fund, or \$0.00 to \$20.00 per participant/per year that invests in the fund. Employer may contact United of Omaha at 1-800-679-6019 to receive more detailed information concerning such compensation related to the Plan, including which funds or third party service providers pay compensation to United of Omaha and an estimate of how much United of Omaha may receive or has received in compensation with respect to the Plan during a particular time period.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- (a) Employer will be liable for and indemnify United of Omaha, its officers, directors, shareholders, employees, parents, subsidiaries, affiliates and agents (collectively, the "Indemnitees") against, any and all expenses, costs (including defense costs and reasonable attorneys fees), liabilities, damages, claims and losses (collectively, "Damages") suffered or incurred by an Indemnitee to the extent based on or arising out of a breach of any of Employer's representations, warranties or covenants set forth in this Agreement, or Employer's negligence or willful misconduct, or any claim or action with respect to the Investment Services.
- (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNITED OF OMAHA WILL NOT BE LIABLE TO EMPLOYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS AND LOST OR DAMAGED DATA, EVEN IF UNITED OF OMAHA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL UNITED OF OMAHA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES PERMITTED UNDER THIS AGREEMENT EXCEED THE ANNUAL SERVICE FEE PAID BY EMPLOYER TO UNITED OF OMAHA DURING THE 12 MONTHS BEFORE UNITED OF OMAHA RECEIVES WRITTEN NOTICE OF THE FIRST DAMAGES CLAIM. THIS LIMITATION ON UNITED OF OMAHA'S LIABILITY FOR PERMITTED DAMAGES WILL NOT APPLY TO PERMITTED DAMAGES CAUSED BY UNITED OF OMAHA'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (d) Employer acknowledges and agrees that the Plan's investment providers (e.g., the companies that sponsor, administer, sell, market or provide the investments available to Plan participants) and United of Omaha's parents, affiliates and subsidiaries are intended third party beneficiaries of this Agreement and are entitled to the benefit of, and may enforce, the provisions this Section 4 to the same extent as such provisions apply to United of Omaha.

Retirement Plan Recordkeeping Services Agreement *(continued)*

- (e) Upon Employer's receipt of any reports or written communications from United of Omaha or a third party acting on United of Omaha's behalf (other than as set forth in Subsection 4(f) of this Agreement), Employer must notify United of Omaha in writing of all inaccuracies and errors reflected in such reports or communications, with a complete description of the inaccuracies or errors, within 30 days after Employer's receipt of such report or communication. After 30 days, the information provided in such reports and communications will be deemed correct, and United of Omaha will have no responsibility for any inaccuracies or errors that may exist, including any responsibility to correct any records or to make the Plan or the affected participants whole for any investment losses or any other consequences resulting from such inaccuracies or errors.
- (f) If the Automatic Clearing House ("ACH") process is offered by Employer's investment provider for payment of United of Omaha's fees, submission of payrolls, or other transactions, and Employer elects to use ACH for any of such transactions, the following terms and conditions will apply:

Employer appoints and authorizes United of Omaha to transmit Employer's ACH instructions to one or more clearing brokers or similar parties selected by United of Omaha and to take such other actions as are necessary to effect ACH transactions for the Plan. Employer acknowledges and agrees that such appointment and authorization shall in no way confer upon United of Omaha the status of United of Omaha as plan administrator or other fiduciary for the Plan as those terms are defined in ERISA, as amended, or otherwise. Submission of payroll or other data to United of Omaha constitutes the Employer's representation and warranty that: (i) there are sufficient funds in the appropriate account to complete the ACH transaction, and (ii) the data submitted to United of Omaha is accurate. Employer must notify United of Omaha promptly after its receipt of an automated funding request ("AFR") or other communication related to ACH if the AFR or other communication contains an error. Employer assumes all responsibility and liability for any delays or failures to process an ACH transaction, or any incorrect processing, which may occur as a result of its submission of untimely, incorrect or incomplete data, or as a result of the lack of sufficient funds in the account specified by Employer to be used for ACH processing.

5. TERMINATION

5.01 Events of Termination – This Agreement may be terminated:

- (a) By either party upon at least 60 days prior written notice to the other party;
- (b) By either party immediately if the other party commits a material breach of this Agreement and does not cure such breach within 30 days after receiving written notice of the breach from the non-breaching party; or
- (c) By United of Omaha immediately upon notice if Employer is administering or operating the Plan in a manner inconsistent with the plan documents, or if Employer engages in activities which United of Omaha reasonably believes to be illegal or a violation of United of Omaha's intellectual property rights.
- (d) By United of Omaha immediately upon notice if Employer has terminated the TPA identified on the attached TPA Model Responsibility Matrix as Employer's agent and authorized representative with respect to the Plan.

5.02 Termination of the Plan – Upon termination of the Plan, Employer will promptly notify United of Omaha of the effective date of such termination. Employer must provide United of Omaha and the Plan's trustee or custodian with written wire instructions for any transfer of Plan assets upon termination.

6. OTHER PROVISIONS

6.01 Confidential Information – Any confidential information provided by the Employer, Plan Administrator or any Plan participant to United of Omaha for use in connection with United of Omaha's performance of its obligations pursuant to this Agreement (the "Confidential Information") shall be deemed to be the confidential and proprietary information of such disclosing party. United of Omaha will use the same degree of care in its handling of the Confidential Information as it uses with regard to its own proprietary information to prevent the unauthorized or inadvertent disclosure, use or publication of the Confidential Information. Except as otherwise permitted by this Agreement, the Confidential Information will only be divulged to and used by United of Omaha's employees, agents and subcontractors with a need to know, and may be disclosed as required or permitted by law, regulation, order of a court or regulatory authority. United of Omaha will instruct its employees, agents or subcontractors not to divulge, use or publish any Confidential Information except in accordance with the terms of this Section 6.01.

6.02 Force Majeure – United of Omaha will not be liable for, nor will United of Omaha be considered in breach of this Agreement due to, any failure or delay in performance of its obligations under this Agreement as a result of a cause beyond its reasonable control including, but not limited to, any act of God or public enemy, act of any military, civil or regulatory authority, any act of terrorism, change in any law or regulation, fire, flood, tornado, earthquake, storm or other like event, disruption or outage of computers or communications, equipment failure, power or other utility failure, labor strikes, exchange action, unusual trading activity or the suspension or disruption of trading on any exchange.

6.03 Copyrighted Works – Employer acknowledges that United of Omaha is the sole copyright owner of all United of Omaha administrator's guides, the operations forms, all content on United of Omaha media and all other materials provided under the terms of this Agreement. United of Omaha grants Employer a nonexclusive, nontransferable right to copy the forms as needed for the sole purpose of collecting and processing participant information. Administrator's guides and other materials provided by United of Omaha will not be copied or reproduced by Employer without United of Omaha's prior written consent.

Retirement Plan Recordkeeping Services Agreement *(continued)*

- 6.04 Notices With Respect to the Plan** – Employer agrees to provide a working e-mail address for notices with respect to the Plan, and to promptly notify United of Omaha of any changes to such e-mail address. Employer consents to receiving any and all notices with respect to the Plan at the then-current e-mail address for Employer in United of Omaha's records.
- 6.05 Notices With Respect to this Agreement** – Any notice with respect to this Agreement (such as a notice of breach or termination) must be in writing and must be given by either certified mail, return receipt requested, or by overnight mail sent with a nationally recognized courier service, and must be addressed to the parties as follows:
- If to Employer: The then-current address for Employer in United of Omaha's records.
- If to United of Omaha: United of Omaha Life Insurance Company
Retirement Services, 10
Mutual of Omaha Plaza
Omaha, NE 68175
- 6.06 Record Retention** – Employer acknowledges and agrees that it is expressly responsible for the retention of all records related to the Plan other than copies of IRS required reports. United of Omaha agrees to retain IRS required reports for 3 years after each such report has been filed.
- 6.07 Amendment and Modification; Handwritten Changes** – Employer may not amend or modify this Agreement except in writing signed by both parties. United of Omaha may amend and modify this Agreement from time to time by providing written notice to Employer; provided, however, that if Employer objects to any such amendment or modification, it may exercise its termination rights under this Agreement. Any handwritten changes, markings, or other alterations to this Agreement as initially provided to Employer will be binding upon United of Omaha only if initialed by a duly authorized officer of United of Omaha.
- 6.08 Waiver** – In the event any provision of this Agreement is not enforceable in any jurisdiction, the remainder of this Agreement will not be affected thereby.
- 6.09 Applicable Law and Venue** – The validity, construction and interpretation of this Agreement will be governed by the laws of the State of Nebraska, without regard to the conflicts of laws principles of that State or any other State. Employer agrees that any claim or other action pertaining to or arising out of this Agreement may be brought in a federal or state court in Nebraska having jurisdiction over the claim or action.
- 6.10 Time Limit for Bringing Claim or Action** – Any claim made or action brought under this Agreement must be commenced within 24 months after the act which caused the error or inaccuracy occurred. If this time limitation is prohibited by Nebraska law, the 24 month period will be deemed amended to conform with the minimum period permitted by Nebraska law.
- 6.11 Authority of Employer** – Employer warrants it is legally authorized to enter into this Agreement on behalf of the Plan.
- 6.12 Entire Agreement** – This Agreement supersedes all prior agreements and understandings, either written, electronic or oral, between the parties with respect to the subject matter of this Agreement, and this Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- 6.13 Successors and Assigns** – Employer may not assign its rights or delegate its duties under this Agreement without United of Omaha's prior written consent. This Agreement will be binding upon each party's successors and permitted assigns.
- 6.14 Subcontractors** - Employer acknowledges and agrees that United of Omaha has entered or may enter into agreements with one or more service providers to provide the Services under this Agreement on behalf of United of Omaha. Notwithstanding the existence of any such agreements, United of Omaha will remain responsible to Employer for United of Omaha's obligations under this Agreement.

7. SIGNATURES

Name of Company (*the "Employer"*)

By: _____

Name: _____

Title: _____

United of Omaha Life Insurance Company, Inc.

By: _____

Name: _____

Title: _____

Schedule of Fees

Name of Employer _____

1 Ongoing Fees

A. Installation and Plan Set-Up Fee:

New Plan	\$0
Conversion of Existing Plan	\$0

B. Recordkeeping and Reporting Fees**

Base Fee

Assets less than \$100,000*	\$1,100
Assets greater than or equal to \$100,000*	\$0

Per Participant Fee

Average Account Balance*	Per Participant Fee
\$0 - \$10,000	\$20
\$10,001 - \$25,000	\$15
\$25,001 - \$30,000	\$10
Over \$30,000	\$0

*Assets and Average Account Balance are measured at the date of the initial asset transfer to United. Fees do not change as Assets and Average Account Balances change. A participant includes any individual with a balance in the plan including both current and terminated employees and beneficiaries.

**Some fees may be payable by Mutual of Omaha Retirement Services. Please refer to your Recordkeeping and Services Fee Summary for details.

Annual fee for daily plan and participant activity; weekly monthly, semi-monthly or bi-weekly plan allocations; approved program investment options; quarterly plan reporting, quarterly production of participant statements and trustee/custodian services. The recordkeeping and reporting fee assumes electronic reporting in a pre-approved Recordkeeper format and standard Recordkeeper payment arrangements like "cash basis" recordkeeping. The recordkeeping and reporting fee is billed quarterly in advance. Any recordkeeping activity in a plan quarter will be billed at the full quarterly fee (fees are not pro-rated). If the Employer requires any non-standard services see Section 3 for other miscellaneous services.

C. Recordkeeping Billing Options

Unless otherwise indicated below, Recordkeeper will mail a quarterly invoice to the plan sponsor.

- Payment through the plan trust. The following will be deducted from plan assets:
- Recordkeeping Fees – this includes all fees charged by recordkeeper.
 - Trust Company Fees.
 - Other Third Party Fees (please describe) _____

Allocate the above fees as follows:

- I. An equal amount to each participant.
- II. Based on participant's account balance to total account balance in the plan.

The recordkeeping fees will be reflected separately from investment earnings on participant statements.

Internal Use Only – Billing Code MOOTPA

NOTE: Sales tax may be applicable, either now or in the future, to the products and/or services provided under this Agreement. All applicable sales tax will be in addition to the fees set forth in this Agreement.

Schedule of Fees (continued)

2 Processing Fees

A. Loan Fee

- Participants electing a loan will be charged \$125 per loan processing fee if you elected Mutual of Omaha to approve loans in the PEK.
- Participants electing a loan will be charged \$0 per loan processing fee if you elected your TPA to approve loans in the PEK.
- In addition to the Mutual of Omaha fee, the TPA will be charging \$_____ per loan.

B. Distribution Fee

- Participants electing a distribution from the plan will be charged \$50 per distribution if you elected Mutual of Omaha to approve distributions in the PEK.
 - Participants electing a distribution from the plan will be charged \$0 per distribution if you elected your TPA to approve distributions in the PEK.
 - In addition to the Mutual of Omaha fee, the TPA will be charging \$_____ per distribution.
-

3 Other Miscellaneous Services

Depending on your needs, you may request additional services beyond those required for normal recordkeeping and reporting (as set forth in the Recordkeeping Services Agreement). Additional services will be billed on a flat dollar basis. Examples of additional services are:

- Stock Unitization Fee **NOTE:** *Subject to approval* – \$3,000 annually per stock
 - Recordkeeping of non-liquid assets will be subject to additional fees.
 - Trustee Services (optional) provided by third party may be available – \$500 annually
 - Plan Termination/Service Termination – \$750
 - Additional services may be requested on a fee for service basis
-

4 Morningstar® Retirement ManagerSM

Participant Fee: Annual fee on assets of 1.20%

5 Stadion

Refer to the Stadion application and fees section.

Authorization Directing United of Omaha to Debit Third Party Administrator Fees from Plan Assets

Employer Name _____

TPA Name _____

Third Party Administrator Fees:

I hereby direct United of Omaha to deduct Third Party Administrator (TPA) fees incurred in the maintenance and administration of the plan from plan assets. I will be responsible for ensuring that the plan documents, rules and regulations allow for such removal.

Pay Third Party Administrator Fees From Participant Accounts.

I request that United of Omaha initiate deducting third party administrator fees from the plan assets beginning (circle one) 1st, 2nd, 3rd, 4th quarter of plan year _____.

All authorized TPA fees will be deducted from plan assets from Participant Accounts in a manner selected below.

Pro-Rata: Fees will be deducted pro-rata from plan assets based upon total account balance (including assets or self-directed brokerage account balances).

Per Capita: Fees will be deducted from plan assets equally between all participants with a balance in the plan.

If no option is selected, the fees will be deducted from plan assets pro-rata.

OR

Pay Third Party Administrator Fees From the Forfeiture Account.

I request that United of Omaha initiate payment of the TPA fees from the forfeiture account beginning (circle one) 1st, 2nd, 3rd, 4th quarter of plan year _____.

In the event the forfeiture account does not have sufficient funds to pay the TPA fees, the remaining fees shall be invoiced to and paid by the Employer or Plan Administrator.

Stop Paying Third Party Administrator Fees From Plan Assets.

I hereby direct United of Omaha to discontinue paying TPA fees from plan assets, and I understand that once such removal has stopped, I will be invoiced and the TPA fees must be paid by the Employer or Plan Administrator. I request that United of Omaha discontinue deducting the TPA fees from the plan assets no later than the (circle one) 1st, 2nd, 3rd, 4th quarter of plan year _____. *(This date must be no earlier than the first day of the next plan quarter.)*

OR

Stop Paying Third Party Administrator Fees From the Forfeiture Account.

I request that United of Omaha discontinue deducting TPA fees from the forfeiture account, and I understand that once such removal has stopped these fees will either be paid from the plan assets as selected in this Authorization Form or paid by the Employer or Plan Administrator. I request that United of Omaha discontinue paying the TPA fees from the forfeiture account no later than the (circle one) 1st, 2nd, 3rd, 4th quarter of plan year _____. *(This date must be no earlier than the first day of the next plan quarter.)*

I have read, understand, and agree to the terms of this Authorization Form. I am aware that the terms of my Recordkeeping Service Agreement with United of Omaha are still applicable unless they are inconsistent with the elections in this form. I understand that I am responsible for ensuring that the above fees are paid and that the plan documents, rules and regulations allow for the payment of such fees out of the plan assets or the forfeiture account. I also understand that any elections made in this form will remain valid until revoked in writing by the Employer or Plan Administrator, and that any changes to this form must be made by completing and signing a new Authorization Form. United of Omaha cannot act on verbal direction relating to fee payments.

Authorized Representative _____ Date _____
(Employer, Plan Administrator or Plan Trustee only)

Name (Print): _____ Title _____
(Please Print or Type)

TPA Model Responsibility Matrix: Ongoing Plan Administration

Name of TPA	TPA or Plan Sponsor	Mutual of Omaha Retirement Services	Investment Advisor	
Ongoing Recordkeeping	Allow TPA, plan sponsor & plan participants access to toll-free, 800# IVR & dedicated Internet sites for account inquiry & transactional purposes. Service support provided to TPA & participants during normal business hours.		■	
	Maintain records of contributions, loan payments, distributions, earnings & forfeitures.	■	■	
	Transmit timely contribution data via the Web.	■		
	Transmit loan payments to Mutual of Omaha Retirement Services.	■		
	Complete allocation of pre-calculated information: <ul style="list-style-type: none"> ▪ Employee salary deferrals ▪ Employer profit sharing ▪ Loan payments ▪ Employer match ▪ Forfeitures 		■	
	Initiate ACH funding of plan contributions, if applicable.		■	
	Request ongoing investment materials.			■
	Ensure all prospectuses, reports & other investment information are distributed in a timely manner to plan participants.	■		■
	Provide employee Census updates via the Web.	■		
	Provide employee triggering event dates (e.g., retired, termination of service, disabled, etc.) via the Web.	■		
	Provide loan modeling & loan availability, where applicable.		■	
	Provide the following hardcopy distribution paperwork forms to participants: <ul style="list-style-type: none"> ▪ QDRO ▪ In-service withdrawal ▪ Distribution due to death ▪ Hardship withdrawal 	■	■	
	Authorization of participant or beneficiary distributions & loans.	■		
	Approve distribution payments in accordance with TPA/plan sponsor instructions as elected in the Plan Rules Guide.	■	■	
	Issuance of distribution checks, including calculation of appropriate federal & state taxes.		■	
	Transmit federal & state tax withholding, issue Form 1099-R for plan distributions.		■	
	Request & prepare ongoing enrollment kits & investment materials.		■	■
	Distribute quarterly plan & participant statements	■	■	
Reporting & Disclosure	Annual compilation of Trust Income Statement & Balance sheet.	■	■	
	5500 and Summary Annual Report	■		
	Certain Form 5500 schedules/information	■	■	
Compliance	Complete operational, coverage & nondiscrimination tests for: <ul style="list-style-type: none"> ▪ Employee salary deferrals ▪ Top-heavy tests ▪ Forfeitures ▪ Coverage for benefits ▪ Profit sharing allocation 	■		
	Calculate corrective measures for failed compliance tests, authorize corrective action.	■		

TPA Model Responsibility Matrix: Installation & Conversion

		TPA or Plan Sponsor	Mutual of Omaha Retirement Services	Investment Advisor
Plan Design & Consulting	Preparation of plan document & Summary Plan Description (SPD).	■		
	Request for IRS approval letter.	■		
	Compliance consulting.	■		
	Assist fiduciaries with plan language interpretation/industry trends.	■		
	Distribute participant notices, as required.	■		
	Plan amendments (voluntary or required).	■		
Installation & Conversion	Complete & send to Mutual of Omaha Retirement Services: <ul style="list-style-type: none"> ▪ Plan Rules Guide ▪ Plan Profile ▪ Investment Authorization Form ▪ Recordkeeping Services Agreement 	■ ■ ■ ■		■
	Distribution of Blackout Notice, if applicable.	■		
	Determine appropriate date for enrollment meetings.		■	■
	Coordinate Enrollment booklet production.		■	■
	Upload employee Census data to Web.	■		
	Conduct enrollment meetings.			■
	Enrollments submitted to Mutual of Omaha	■		
	Reconciliation of all conversion assets.	■		
	Provide conversion data in electronic format.	■		
	Set up ACH account for plan contribution funding, if applicable.	■		
	Upload TPA provided conversion data to recordkeeping system.			■

Custodial Agreement Questions & Answers

What is a Custodial Agreement?

An agreement between the Custodian and Customer where the Custodian agrees to take, hold, invest, and distribute assets according to terms of the Custodial agreement. The Custodian is responsible for maintaining custody of the assets.

Who is the Custodian?

MG Trust Company, LLC

Who is MG Trust Company, LLC?

An agent made available by United of Omaha to serve as custodian for the plans. MG Trust Company, LLC is located in Denver, Colorado.

Why Does my Plan Need a Custodian?

MG Trust Company, LLC has been designated to perform Custodial functions on behalf of plans serviced by United of Omaha. The Custodian is needed as a part of the service offering, to take, hold, invest, and distribute assets according to the terms of the Custodial agreement.

What Do I Need to Do?

Review and execute the Custodial Agreement.

MG Trust Company, LLC
Custodial Account Agreement
(Without Investment Advice)

MG Trust Company, LLC

Custodial Account Agreement (Without Investment Advice)

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MG Trust Company, LLC
Custodial Account Agreement (Without Investment Advice) (continued)

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MG Trust Company, LLC
Custodial Account Agreement (Without Investment Advice) (continued)

PARTIES

Company (Plan Sponsor): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: (_____) _____ Tax ID #: _____

Qualified Plan and Trust Name(s): _____

Original Effective Date of Plan and Trust: _____
Trust Tax ID#: _____
Trustee(s) (list all): _____

Plan Administrator (if different from Plan Sponsor): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: (_____) _____

Designated Representative: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: (_____) _____

MG Trust Company, LLC

Custodial Account Agreement (Without Investment Advice) *(continued)*

AGREEMENT

This Custodial Account Agreement (“*Agreement*”) is entered into by and among the Customer, the Trustee(s), the Designated Representative(s), and MG Trust Company, LLC, (“*Custodian*”) effective as of _____, 20____.

ARTICLE 1

DEFINITIONS

- 1.1 Account or Custodial Account.** “Account” or “Custodial Account” means the account established pursuant to Article 2.
- 1.2 Agreement.** “Agreement” means this MG Trust Company, LLC Custodial Account Agreement by and among the Customer, the Trustee(s), the Designated Representative(s), and the Custodian.
- 1.3 Code.** “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.4 Custodian.** “Custodian” means MG Trust Company, LLC.
- 1.5 Customer.** “Customer” means the sponsor of the Qualified Plan and Trust designated above.
- 1.6 Designated Representative.** “Designated Representative” means any Person named above and authorized by the terms of this Agreement to give directions to the Custodian, or to vote or otherwise manage any asset of the Custodial Account.
- 1.7 ERISA.** “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.8 Force Majeure.** “Force Majeure” means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic or communications failure.
- 1.9 Fund.** “Fund” means all of the money, securities, debt instruments and other property which may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.
- 1.10 Instruction.** An “Instruction” to the Custodian is any oral, written or electronic direction given in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.
- 1.11 Investment Manager.** “Investment Manager” means any Person defined as such under ERISA Section 3(38) who has been appointed in accordance with Section 5.1.1 to manage the investment of all or any specified portion of the Custodial Account.
- 1.12 Person.** “Person” means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, mutual company, joint-stock company, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.
- 1.13 Qualified Plan.** “Qualified Plan” means the retirement plan or eligible deferred compensation plan maintained by the Customer under Code Section 401(a) or 457(b), as applicable, as designated above, some or all of the assets of which are held by the Custodian pursuant to the terms of this Agreement.
- 1.14 Trustee.** “Trustee” means the trustee(s) of the Qualified Plan, as designated above, or a Person that is treated as a trustee of the Qualified Plan pursuant to Code Section 401(f) and the regulations thereunder.

ARTICLE 2

ESTABLISHMENT OF CUSTODIAL ACCOUNT

The Customer hereby requests that the Custodian establish a Custodial Account for and in the name of the Qualified Plan for the Customer, and represents that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Customer. The Custodian shall not be obligated to provide detailed accounting for the Account or for any individual investment option, such as with respect to contributions, distributions, loan activity, and rollovers, and Customer agrees to look solely to the Designated Representative or other recordkeeper that Customer has retained for all such detailed information.

ARTICLE 3

APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

- 3.1 Appointment; Acceptance.** The Custodian, in consideration of the deposit by the Customer of funds into the Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Agreement. The Customer, in consideration of the agreement by the Custodian to perform the duties of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Account.
- 3.2 Role.** The Custodian, as agent of the Customer, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Fund in accordance with the terms of this Agreement. The Custodian will serve as a non-discretionary, directed custodian of the Custodial Account. The Custodian is responsible for maintaining custody of the assets held in the Custodial Account, and for investing those assets as directed by the Designated Representative on behalf of the Customer.
- The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Qualified Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration or investment of the Fund other than as directed by the Customer or Designated Representative hereunder. The Custodian may refuse to exercise any power that it believes, in its sole judgment, could cause it to become a “fiduciary” or “plan administrator” as defined under ERISA, or cause it to be exercising trust powers in contravention of any state or federal law to which it may be subject.
- 3.3 Customer Direction to the Custodian.** Except as provided herein, the Designated Representative shall provide direction to the Custodian on behalf of the Customer. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Designated Representative provides the Custodian with Instructions. However, each direction is contingent upon the determination by the Custodian that the Instruction can be administered by the Custodian. The Custodian may conclusively rely upon and be protected in acting in good faith upon any Instruction from the Designated Representative or the Customer, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.
- 3.4 Designation of Representative.** Customer hereby designates and authorizes its Designated Representative to provide Instructions to the Custodian on behalf of the Customer, including to place orders for the purchase and sale of securities, and authorizes the Custodian to disburse funds on behalf of the Customer upon Instruction from such Designated Representative. Customer hereby also authorizes and directs the Custodian to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Designated Representative. Designation of a Designated Representative is subject to the following provisions:
- 3.4.1** Customer agrees that the Custodian may rely on Instructions from the Designated Representative, and Customer agrees that the Custodian shall be under no duty to make an investigation with respect to any Instructions received from the Designated Representative;
- 3.4.2** Customer is solely responsible for managing the investment of the Account and for the direction and supervision of the Designated Representative. All Instructions, directions, and/or confirmations received by the Custodian from a Designated Representative shall be deemed to have been authorized by the Customer;
- 3.4.3** Customer agrees that a Designated Representative is not an agent of the Custodian; and
- 3.4.4** Customer may remove a Designated Representative and designate a new representative at any time by written notice to the Custodian in a form satisfactory to the Custodian. The Customer will give the Custodian prompt written notice of any change in the identity or authority of any Designated Representative. Removal of a Designated Representative will not have the effect of canceling any Instruction that has been received by the Custodian from the Designated Representative prior to the date that notice of removal is received by the Custodian. Until written notice of such change is received, the Custodian may conclusively rely upon and be protected in acting on the latest identification provided to it without further inquiry or verification.
- 3.5 Participant Direction.** If the Custodian is advised by the Customer that the provisions of the Qualified Plan and related trust documents so permit, and the Customer so requests, the Custodian 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. The right to amend the Agreement shall remain that of the Customer.

- 3.6 Compliance.** Customer agrees that the Custodian may execute, as custodian, any declarations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Customer, and may withhold from any distribution to a Plan participant or beneficiary, made at the direction of the Customer or a Designated Representative, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. Customer or its Designated Representative shall provide the Custodian all information necessary for the Custodian to file all required returns, reports, or other documents to the applicable taxing authorities with respect to distributions by the Custodian to participants and beneficiaries and amounts withheld thereon.

ARTICLE 4

CONTRIBUTIONS AND TRANSFERS

- 4.1 Receipt of Assets.** Subject to restrictions mutually acceptable to the Customer and the Custodian on the categories of assets, the Custodian will receive and accept for the Custodial Account all money, securities and other property transferred, assigned and delivered to it from any source by or at the direction of the Customer or a Designated Representative. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor of such assets to transfer them to the Custodian.
- 4.2 Role of Custodian with Respect to Assets.** The Custodian will maintain safe custody of such money, securities and other property as it actually receives for the Custodial Account. The Custodian has no duty or authority to require any contributions or transfers to be made under the Qualified Plan to the Custodian, compute any amount to be contributed or transferred under the Qualified Plan to the Custodian, determine whether amounts received by the Custodian comply with the Qualified Plan, the Code, ERISA, if applicable, or any other applicable law, or enforce contribution amounts for sufficiency under the Code or ERISA, if applicable. The Custodian will not be responsible for any transferred asset until it receives such asset.
- 4.3 Location of Evidence of Ownership.** Except as permitted by ERISA, the Custodian will not maintain the indicia of ownership of any assets of the Custodial Account outside the jurisdiction of the district courts of the United States.
- 4.4 Unidentified Assets.** If the Custodian receives any money, securities or other property from a source other than the Customer and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Custodian is authorized to return such assets to the Person from whom they were received. The Custodian will not be liable for any assets returned in such circumstances.
- 4.5 Return of Amounts to the Customer.** The Custodian will return contributions to the Customer if the Customer or a Designated Representative provides an Instruction to the Custodian to do so. The Customer is solely responsible for ensuring that any Instruction to return any amount to the Customer meets all applicable legal requirements, including those of ERISA, if applicable. The Custodian has no duty or responsibility to question, and may conclusively rely upon, any such Instruction.

ARTICLE 5

INVESTMENTS

- 5.1 Investment Control.**
- 5.1.1 Customer's Duties.** The Customer will control and manage the investment of the Custodial Account except insofar as the Customer permits participants and beneficiaries to control the investment of Custodial Account assets attributable to their own accounts, delegates investment authority over part or all of the Custodial Account assets to one or more Investment Managers, or delegates investment authority over part or all of the Custodial Account assets to one or more other Designated Representatives. Customer grants to the Custodian all powers reasonably necessary to carry out its investment and other duties under this Agreement, and Customer agrees to furnish the Custodian with such information and Instructions as may be necessary to carry out the provisions of this Agreement and to enable the Custodian to fulfill all legal and regulatory reporting requirements.
- 5.1.2 Investment Directions.** All investment directions and other Instructions must be delivered to the Custodian in such manner as the Custodian may reasonably require.

5.2 Role of Custodian.

5.2.1 Processing Transactions. No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Customer or a Designated Representative will be processed until the Custodian receives the Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given by the Designated Representative which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Unless otherwise agreed, Instructions shall generally be taken from the Designated Representative. Upon application by the Customer, on a form acceptable to the Custodian and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Customer or Designated Representative subject to immediate confirmation of such Instructions by email or in writing by the Designated Representative

The Custodian will have no responsibility to see that any investment directions comply with the terms of the Qualified Plan. However, if the Custodian receives any direction from the Customer or a Designated Representative that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may hold uninvested any asset without liability until proper directions are received from the Customer or the Designated Representative. If investment directions are incomplete or unclear, the Custodian must notify the Customer or a Designated Representative within a reasonable period of time. In the absence of proper investment directions, the Custodian will not be liable for interest, market gains or losses on any cash balances maintained in the Custodial Account.

5.2.2 Legitimate Delay. The Custodian may delay the processing of any investment transaction due to a Force Majeure, government or NSCC restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

5.2.3 Other Limitations. Except as may otherwise be required by ERISA, the Custodian will invest the Custodial Account as directed by the Designated Representative, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Custodial Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Custodial Account, monitor investment performance or the diversification of assets, question any investment direction the Custodian receives in proper form, or inquire into the authority or right of the Designated Representative to make any investment direction which the Custodian receives in proper form. The Custodian will not be liable for any loss of any kind which may result from any action taken by it in accordance with an Instruction it receives in proper form or from any action omitted because no Instruction is received.

5.3 Nondiscretionary Investment Authority. Subject to ERISA, if applicable:

5.3.1 Customer hereby authorizes and directs the Custodian, in accordance with the provisions of this Agreement, to pay for securities and receive payment from securities or other investment transactions arising out of the Instruction of the Designated Representative. Customer understands that it is solely the Customer's responsibility to direct the Designated Representative to execute trades or other investments for the Account, and all Instructions, directions, and/or confirmations received from the Designated Representative shall be deemed to have been authorized by Customer. Customer agrees that the Custodian shall not supervise the investment of, or advise or make recommendations to the Customer with respect to the purchase, sale or other disposition of any assets of the Fund.

5.3.2 The Custodian is authorized to collect all investment earnings of any nature of the Fund, including interest, dividends, proceeds of the sale and other monies due and collectable that arise from the investment of the assets of the Fund (collectively, "Fund Income") and to credit such Fund Income to the Account.

5.3.3 The Custodian will act solely as agent for the Customer, subject to the Instructions of the Designated Representative. The Custodian shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Account. Customer authorizes the Custodian to charge the Account for the cost of all securities purchased or received against a payment and to credit the Account with the proceeds received from the securities sold or delivered against payment. In the event of any trades not settled immediately upon placement, the Custodian will have the right, without notice, to sell securities in a reasonably prudent fashion from the Fund sufficient to recover any funds advanced.

5.3.4 Customer authorizes and instructs the Custodian to register all assets of the Fund in the name of the Custodian or of a nominee. Unless otherwise agreed in writing by the parties, registered securities shall be held in the name of:

MG Trust Company, LLC, Custodian
FBO: [Name of Customer]

5.3.5 Customer All proxies received by the Custodian with respect to securities owned by the Fund and other reports to stockholders issued by any issuer will be forwarded to the Customer.

5.4 **Investment Restrictions.** The Customer or Designated Representative shall direct the Custodian to purchase or sell only securities that comply with the Custodian's and/or its affiliate's policies and procedures relating to acceptable securities, and that comply with all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization and applicable state and federal laws and regulations. The Custodian will hold only those categories of assets mutually agreed to between the Customer and the Custodian. The Customer may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Customer may limit the available investment options under the Qualified Plan, and may impose separate limitations for different Accounts or for terminated participants. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

ARTICLE 6

ADMINISTRATIVE MATTERS

- 6.1 **Records; Inspection and Audit.** The Custodian will keep accurate and detailed records and accounts of all receipts, investments, disbursements and other transactions as required by law with respect to the Custodial Account. All records, books and accounts relating to the Custodial Account will be open to inspection by the Customer, provided the Custodian is given reasonable advance written notice of such inspection by the Customer.
- 6.2 **Accounting.** On direction of the Customer or Designated Representative, and if agreed to in writing by the Custodian, the Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the Custodial Account subject to payment of all required additional fees for such reports. The Custodian's accounting will be at the Custodial Account level rather than the participant level, and the Custodian will not be responsible for participant-level reporting unless it agrees to do so in a separate written agreement with the Customer or a Designated Representative. The Custodian will also furnish the Customer with such other information as the Custodian possesses and which is necessary for the Customer to comply with the reporting requirements of ERISA, as applicable. An accounting will be deemed to have been approved by the Customer unless the Customer or Designated Representative objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval, the Custodian shall be forever released from any and all liability with respect to the Account.
- 6.3 **Valuation of Assets.** The assets of the Custodial Account will be valued at the most recent fair market value.
- 6.3.1 **Assets Managed by Investment Manager or Named Fiduciary.** With respect to the portion of the Custodial Account that is invested by an Investment Manager or other named fiduciary, the Custodian may conclusively rely upon the value of any securities or other property in that portion of the Custodial Account as reported to the Custodian by the Investment Manager or other named fiduciary, for all purposes under this Agreement.
- 6.3.2 **Other Assets.** With respect to the assets in any portion of the Custodial Account that are not managed by an Investment Manager or named fiduciary, or any assets for which an Investment Manager or named fiduciary refuses or fails to provide valuation information, if the fair market value can be determined by reference to readily available sources, then the Custodian will be responsible for determining the fair market value of those assets. For those assets whose value cannot be determined by reference to a readily available source, the Custodian will identify those assets for the Customer and the Customer will direct the Custodian as to the fair market value of those assets. Should the Customer in its sole discretion determine that an independent appraisal of some or all of such assets is necessary, the Customer will be responsible for hiring a qualified independent appraiser, providing all necessary information to the appraiser, reviewing the report of the appraiser, and reporting the appraised value to the Custodian.

- 6.4 Record Retention.** The Custodian will retain its records relating to the Custodial Account as long as necessary for the proper administration of the Custodial Account and at least for any period required by applicable law. Writing, photostating, photographing, micro-filming, magnetic media, mechanical or electrical recording, or other forms of data retention will be acceptable means of record retention.
- 6.5 No Responsibility for Participant-Level Record-keeping or Communications to Participants.** Unless otherwise agreed in a separate written agreement between the Customer and the Custodian, the Custodian will not be responsible for participant-level recordkeeping or reporting, including, but not limited to, allocating contributions or gains or losses to recordkeeping accounts of participants, processing participant investment change requests, processing loan or distribution requests, or preparing or providing benefit statements to participants. Similarly, unless otherwise agreed in a separate written agreement between the Customer and the Custodian, the Custodian will not be responsible for any communications to participants and beneficiaries regarding the Qualified Plan or the Custodial Account.
- 6.6 Action by the Custodian.** The Custodian may delegate ministerial acts, specifically including, but not limited to, the signing and mailing of checks, the printing and mailing of statements, endorsement of stock certificates, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Custodian.

ARTICLE 7

DISTRIBUTIONS

The Custodian 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 3.5, on the written order of the Customer and upon such further written confirmation as the Custodian shall reasonably request. The Custodian may retain such securities as shall be reasonably necessary or appropriate in its opinion to insure that such assets are available to discharge any liabilities of the Customer or the Account to the Custodian, including, but not limited to, unpaid fees, claims, or other expenses or obligations arising under this Agreement.

ARTICLE 8

COMPENSATION AND EXPENSES

The Custodian will be entitled to receive compensation for its services provided hereunder as may be agreed upon in writing with the Customer. The Custodian will be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including, without limitation, attorneys' fees. Such compensation and reimbursements will be paid from the Custodial Account unless paid directly by the Customer and/or the Designated Representative within a reasonable time as specified by the Custodian. In addition, the Trustee shall also be bound by and authorizes the Custodian to pay fees and expenses pursuant to written schedules of fees entered into from time to time by the Customer and/or the Designated Representative and the Custodian. The Customer has informed the Trustee of such fee schedule and the Trustee and the Trust agree to be bound thereby. The Trustee also authorizes the Custodian to debit such fees and expenses from the Account from time to time without further authorization from the Trustee. The schedule of fees may be changed from time to time upon agreement between the Customer and the Custodian. The Custodian may invest any cash balances of the Fund in a demand account at Matrix Capital Bank or other like institution. The Custodian shall not be obligated to invest such funds in any interest-bearing account. The Custodian or its affiliate will retain any earnings credited on any funds in the Account pending investment direction and pending distribution, as part of its compensation for services provided.

ARTICLE 9

AMENDMENT, ASSIGNMENT AND TERMINATION

- 9.1 Amendment.** This Agreement may be amended by the Custodian, provided notice of such amendment is sent to Customer at least thirty (30) days prior to the effective date of any such amendment.
- 9.2 Assignment.** This Agreement may be assigned by the Custodian without the consent of the Customer, provided notice of such assignment is sent to Customer at least thirty (30) days prior to the effective date of any such assignment.

- 9.3 Termination.** This Agreement shall remain in force until terminated, and either the Customer or the Custodian may terminate this Agreement upon thirty (30) days written notice to the other. Upon termination of this Agreement, Customer agrees to name a successor custodian and notify the Custodian in writing of the name of said successor custodian. In the event that Customer does not name a successor Custodian, the Custodian shall distribute cash directly to the Customer and shall reregister in the name of the Customer any securities in the Account that are registered in the Custodian's name.
- 9.4 Termination of Qualified Plan.** If the Qualified Plan is terminated, this Custodial Agreement will nevertheless continue in effect until the earlier of the date as of which all assets of the Custodial Account have been distributed or the Agreement is terminated pursuant to Section 9.3.
- 9.5 Customer Bankruptcy.**
- 9.5.1** If the Customer becomes insolvent, files for or becomes subject to bankruptcy or a similar proceeding in state or federal court, the Customer will notify the Custodian in writing as soon as possible. The notification will include confirmation of the individual(s) who will direct the Custodian. If, within sixty (60) days of such filing the Customer does not notify the Custodian, the Custodian may invoke the provisions of Section 9.5.3.
- 9.5.2** In the case of bankruptcy, insolvency, or dissolution of the Customer, the Custodian will have the right to petition a court of competent jurisdiction to appoint a new Custodian, the costs of such action being payable from the Custodial Account.
- 9.5.3** In the case of dissolution of the Customer, or at any other time that the Customer does not respond to requests from the Custodian for confirmation of the individuals who will provide direction to the Custodian, the Custodian may, in its sole discretion, assume the Qualified Plan has been terminated and distribute assets according to applicable law. Before the Custodian may make such assumption, however, the Custodian will send to the last known address of the Customer, and the individuals who last had authority for providing direction to the Custodian, via certified mail, a written notice of the Custodian's intent to begin such action. The Custodian will then wait at least thirty (30) days before beginning such action.
- 9.5.4** If the Custodian receives notice of the Customer's bankruptcy, insolvency or dissolution (either by the Customer or a court of competent jurisdiction), or if the Qualified Plan has been deemed abandoned as described in Section 9.5.3, above, any fees and other expenses relating to the provision of services under this Custodial Agreement (whether current or overdue) may be immediately deducted from the Custodial Account.

ARTICLE 10

INDEMNIFICATION

Customer hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly thereof resulting from their reliance upon and any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction, purporting to have been delivered by the Designated Representative. Customer waives any and all claims of any nature it now has or may have against the Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Designated Representative. Customer and the Trustee also hereby agree to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance, or action taken in reliance, on Instructions from Customer or a Designated Representative; any exercise or failure to exercise investment direction authority by Customer or by a Designated Representative; the Custodian's refusal on advice of counsel to act in accordance with any investment direction by Customer or a Designated Representative; any other act or failure to act by Customer or a Designated Representative; any prohibited transaction or plan disqualification of a Qualified Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Customer or the Designated Representative; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Fund.

MG Trust Company, LLC
Custodial Account Agreement (Without Investment Advice) (continued)

The Custodian shall not be liable to Customer for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with Instructions from the Customer or a Designated Representative; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any Instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian.

The provisions of this Article shall survive the termination, amendment or expiration of this Agreement.

ARTICLE 11

PROVISIONS RELATED TO THE TRUSTEE

A trust agreement (the “Trust Agreement” or the “Trust”) has been entered into between the Trustee and the Customer with respect to the Qualified Plan, which agreement sets forth the duties and obligations of the Trustee. By signing this Agreement, the Trustee certifies that the Trustee has full authority to execute any documents, agreements, and instruments on behalf of the Trust that are binding obligations of the Trust; any Trustee may act individually on behalf of and bind the Trust; there are no other Trustees of the Trust other than those first listed above; the Trustee has the power under the Trust Agreement and applicable law to hold in trust any and all types of securities specified by the Customer or a Designated Representative; and the Trustee has the power to delegate trading authorization to the Designated Representative and has done so by executing this Agreement. The Trustee agrees to inform the Custodian in writing of any amendment to the Trust Agreement, any removal, substitution or other change in the identity of one or more Trustees, or any other event that could alter this certification. The Custodian may rely on instructions from a Designated Representative until such designation is revoked or changed in writing signed by the Trustee and delivered to the Custodian. The Trustee hereby adopts the terms and conditions of this Agreement and agrees that it shall control over any conflicting provisions in the Trust.

If the Customer has entered into this Agreement with respect to the assets of a Qualified Plan, the Trustee certifies that the Trust at all times meets the requirements of Code Sections 401(a) and 501(a), or 457(b). The Trustee agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents (“Indemnified Parties”), harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of the failure of the Fund to meet the requirements of Code Section 401(a) or 457(b), as applicable; any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance or action taken in reliance on Instructions from Customer or a Designated Representative; any exercise or failure to exercise investment direction authority by Customer or by a Designated Representative; the Custodian’s refusal on advice of counsel to act in accordance with any investment direction by Customer or a Designated Representative; any other act or failure to act by Customer or a Designated Representative; any prohibited transaction or plan disqualification of the Qualified Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Customer or a Designated Representative; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Fund as directed by the Customer or a Designated Representative. The Trustee acknowledges that the Custodian’s duties under the Agreement are ministerial and do not relieve the Trustee of any of the duties set forth in the documents comprising the Qualified Plan and any related Trust.

ARTICLE 12

MISCELLANEOUS

12.1 Duty to Defend. The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Fund. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit, or proceedings affecting the Account or any of the assets of the Fund. All legal fees, costs, and expenses so incurred shall be paid for by the Customer or in the absence of payment charged against the Account. The Custodian may retain legal counsel whenever in the Custodian’s judgment it is necessary or advisable to do so in connection with the discharge of the Custodian’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 Account. Without limiting the generality of the foregoing, the Custodian will not settle any action taken as set forth herein, without the prior written consent of the Customer.

12.2 Applicable Law.

12.2.1 Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Colorado to the extent that such laws are not preempted by the laws of the United States of America. All contributions to, and payments from, the Account shall be deemed to take place in the State of Colorado.

12.2.2 Choice of Venue. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court for the district where the Custodian has its principal place of business, and by executing this Agreement, each party hereto consents to that court's exercise of personal jurisdiction over them.

12.3 Counterparts. 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.

12.4 Notices. The address of the Customer shall be as set forth in this Agreement, but may be changed by providing written notice to the Custodian sent by certified mail, return receipt requested.

12.5 Limitation on Claims. No claim may be made by the Customer against the Custodian for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement.

12.6 Arbitration. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The parties agree that any misunderstandings, controversies or disputes arising from this Agreement shall be decided by binding arbitration which shall be conducted, upon request by either party, in Denver, Colorado, before three (3) arbitrators designated by the American Arbitration Association (the "AAA"), in accordance with the terms of the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code). The decision of the majority of the arbitrators shall be binding and conclusive upon the parties. Notwithstanding anything herein to the contrary, either party may proceed to a court of competent jurisdiction to obtain equitable relief at any time, other than to stay arbitration. Further, any such court proceeding shall only be brought in the federal district court in Denver, Colorado. The arbitration panel shall have no authority to award special, indirect, consequential, punitive or other damages not measured by the prevailing party's actual damages. To the maximum extent practicable, an arbitration proceeding under this Agreement shall be concluded within one hundred eighty (180) days of the filing of the dispute with the AAA. The provisions of this arbitration clause shall survive any termination, amendment or expiration of the Agreement and if any term, covenant, condition or provision of this arbitration clause is found to be unlawful or invalid or unenforceable, the remaining parts of the arbitration clause shall not be affected thereby and shall remain fully enforceable. Judgment on any award rendered by the arbitration panel may be entered in any court having competent jurisdiction. The parties shall each pay one-half of the forum and arbitrators' fees. The prevailing party in the arbitration, or any court proceeding, shall be entitled to its reasonable attorney's fees and expenses from the non-prevailing party.

12.7 Exclusive Benefit. Except as permitted by law or by the terms of the Qualified Plan or related Trust, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Qualified Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purpose of providing benefits to participants in the Qualified Plan and their beneficiaries and defraying the reasonable expenses of administering the Qualified Plan and the Trust.

12.8 Prohibited Transactions. Customer understands that certain transactions are prohibited for tax-exempt retirement plans under ERISA and under Code Section 4975. Customer will not direct the purchase or sale of any Fund asset to or from a "disqualified person" as defined in Code Section 4975(e), or "party-in-interest" as defined in ERISA Section 3(14), or in any other way direct an investment transaction which would be deemed to be a "prohibited transaction" under applicable law. The Custodian shall have no duty to determine whether any transaction is, or has the potential to be, a "prohibited transaction."

12.9 Evidence. Evidence required of anyone under the Custodial Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the Person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

12.10 Waiver of Notice. Any notice required under this Custodial Agreement may be waived in writing by the Person entitled to the notice.

12.11 Complete Agreement. This Agreement and any schedule of fees provided by the Custodian or the Designated Representative embodies the entire agreement and understanding of the parties relating to the subject matter hereof.

12.12 USA Patriot Act Notification. The following notification is provided to Customer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Customer: When Customer opens an account, if Customer is an individual, The Custodian or the Designated Representative will ask for Customer's name, taxpayer identification number, residential address, date of birth, and other information that will allow The Custodian or the Designated Representative to identify Customer, and, if Customer is not an individual, The Custodian or the Designated Representative will ask for Customer's name, taxpayer identification number, business address, and other information that will allow The Custodian or the Designated Representative to identify Customer. The Custodian or the Designated Representative may also ask, if Customer is an individual, to see Customer's driver's license or other identifying documents, and, if Customer is not an individual, to see Customer's legal organizational documents or other identifying documents.

ARTICLE 13

SPECIAL INSTRUCTIONS (OPTIONAL):

MG Trust Company, LLC
Custodial Account Agreement (Without Investment Advice) (continued)

SIGNATURES:

ACCEPTED AND AGREED TO BY THE CUSTOMER:

Plan Sponsor: _____

By: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY THE TRUSTEE(S):

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

(attach additional sheets if necessary)

ACCEPTED AND AGREED TO BY THE DESIGNATED REPRESENTATIVE:

Signature: _____

Printed Name: _____

Date: _____

THIS AGREEMENT IS NOT EFFECTIVE UNTIL COUNTERSIGNED BY AN AUTHORIZED OFFICER OF THE CUSTODIAN AND DELIVERED TO THE CUSTOMER OR THE TRUSTEE.

ACCEPTED AND AGREED TO BY THE CUSTODIAN AT ITS OFFICE IN DENVER, COLORADO:

MG TRUST COMPANY, LLC

By: _____

Title: _____

Date: _____

ERISA Sec. 404(c) Employer Guidelines

Effective January 1, 1994, the ERISA Sec. 404(c) regulations allow you, as an Employer, to significantly shift the responsibility for selecting qualified plan investments directly to plan participants and beneficiaries. Compliance with ERISA Sec. 404(c) is not mandatory in order to maintain a qualified retirement plan. You could, therefore, choose to operate your plan without regard to these guidelines. However, provided the requirements of ERISA Sec. 404(c) are met, you will be substantially free from any liability for the performance of the investments selected by participants and beneficiaries.

To take advantage of the relief offered by ERISA Sec. 404(c), you must take certain steps to alert and educate participants and beneficiaries about their investment responsibilities. These ERISA Sec. 404(c) Employer Guidelines are designed to assist you in understanding and complying with the requirements of ERISA Sec. 404(c). The Guidelines contain three sections.

- Section I is a general overview of the ERISA Sec. 404(c) requirements.
- Section II provides instructions for completing the ERISA SECTION 404(c) EMPLOYEE INFORMATION SHEET which you must give to your plan participants and beneficiaries.
- Section III offers you a general “Compliance Checklist,” to help you evaluate whether you have taken the major steps needed to obtain the relief offered by ERISA Sec. 404(c).

Please read these guidelines carefully. While the “Compliance Checklist” is not mandatory, we think you will find it a useful tool in evaluating your compliance with the requirements of 404(c).

This sheet of guidelines is not designed to serve as a replacement for tax or legal advice. You should seek the assistance of a competent professional advisor if you have any questions regarding your plan's compliance with 404(c). Professional retirement plan consulting services are available through Mutual of Omaha Retirement Services for an additional fee. If you wish to learn more about Mutual of Omaha Retirement Services' consultants can assist you, please contact Mutual of Omaha Retirement Services at 800-679-6019.

I. The Purpose of ERISA Section 404(c)

To understand the relief offered by ERISA Sec. 404(c), you must first have a basic understanding of the ERISA fiduciary rules. Under ERISA, the term fiduciary basically includes anyone who has discretionary authority over any aspect of plan administration. Persons who are considered fiduciaries of a qualified plan are held to very strict standards of plan performance in an effort to protect plan participants and beneficiaries against fraud and mismanagement of plan assets.

You, the employer, are deemed to be a fiduciary under ERISA. It is important to note that compliance with the 404(c) regulations does not absolve you from all fiduciary responsibility. Rather, the 404(c) regulations prescribe the requirements which a participant-directed investment program must meet in order for you to absolve yourself of fiduciary responsibility with respect to participants' investment selections. One of your remaining fiduciary responsibilities under the plan is to select prudent investments. The fiduciary who is responsible for plan investments must diversify the investments so as to minimize the risk of loss. You remain responsible for determining the investment alternatives available to participants and beneficiaries. You must choose such investments prudently and monitor their performance and their characteristics on an ongoing basis.

BASIC REQUIREMENTS

Under ERISA Sec. 404(c), in order for you to relieve yourself of fiduciary liability with respect to investment selection, participants and beneficiaries must exercise “control in fact.” The exercise of control over plan assets requires that participants and beneficiaries be allowed to:

- choose among a broad range of investment alternatives consisting of at least three diversified investment categories, each of which is characterized by materially different risk and return factors;
- diversify investments generally both among and within the investment categories;
- receive sufficient information to make informed investment decisions; and
- give investment instruction as frequently as the market volatility of the particular investment dictates—in any event, no less frequently than quarterly.

Broad Range of Investments

To take advantage of Sec. 404(c), you must permit a broad range of investments. To meet this requirement, participants must be provided with at least three investment alternatives. The categories of investments must be diversified enough to enable participants and beneficiaries to create a personal investment portfolio with appropriate risk and return characteristics. To minimize the risk of loss, diversification is required both between the investment categories and within each investment choice. That is, each investment offered under the plan must be materially different from the others in terms of risk and return.

EXAMPLE: ABC Profit Sharing Plan offers three investment alternatives to plan participants and beneficiaries:

- Option 1: Diversified stock fund
- Option 2: AAA bond fund
- Option 3: BAA bond fund

If the two bond funds are expected to perform in a similar manner, this plan has not offered three sufficiently diverse investments. Providing an investment which simply varies in its rating rather than its material risk and return capabilities fails the ERISA Sec. 404(c) test.

Investment Diversification

The regulations require that each investment alternative be, in and of itself, diversified. For example, if a stock fund is offered, the various stocks in that fund must vary in terms of risk and likely return. Employer stock may be offered under a plan which is availing itself of ERISA Sec. 404(c). However, employer stock may not be one of the three minimum diversified investments because it is not diversified in and of itself.

Employee Disclosures and Investment Information

To take advantage of the relief offered by ERISA Sec. 404(c), you must disclose to your participants and beneficiaries, in writing, that they will be responsible for selecting their own investments. The ERISA SECTION 404(c) EMPLOYEE INFORMATION SHEET, when properly completed, is designed to help you satisfy this written disclosure requirement.

In addition to the disclosure described above, you must communicate investment information to plan participants and beneficiaries. The ERISA Sec. 404(c) regulations contain a comprehensive list of items that must be disclosed to participants and beneficiaries. The information must be sufficient to enable a participant to make an informed investment decision. Generally, this will require you to explain the specific characteristics of the investments available under your plan, such as your investment objectives, risk and return characteristics, and type and diversification of assets. Although not required by ERISA Sec. 404(c), many employers also provide basic investment education to employees

ERISA Sec. 404(c) Employer Guidelines (continued)

covering concepts such as risk and return, dollar cost averaging, volatility, risk tolerance and asset allocation. (Check with your plan sponsor or investment provider for assistance and materials which you can use to explain to your employees the basic principles of investing.)

Investment Direction Frequency

Participants and beneficiaries must be allowed to transfer their retirement plan dollars from one investment to another within the plan. The regulations state that the option to change investments must generally be allowed at least quarterly.

You may place some restrictions on changes of investment. For example, you could require that participants and beneficiaries move retirement plan dollars in increments of at least ten percent of their balance. Also, you can refuse to conduct investment changes for a person who is legally incompetent or investment changes that would result in a prohibited transaction. You should be cautious about imposing too many limitations, however. Limitations may be viewed as an infringement upon an individual's exercise of control. If you do not permit sufficient control, you may not qualify for ERISA Sec. 404(c) protection.

II. The ERISA Section 404(c) Employee Information Sheet

The following information is designed to help you, the employer, complete the ERISA SECTION 404(c) EMPLOYEE INFORMATION SHEET. A sample will be provided to assist you, but compliance with 404(c) remains the responsibility of the employer. The instructions are meant to be used as a general guide and are not intended as a substitute for qualified professional advice.

PLAN INFORMATION

In the space provided, list the name of your plan.

INVESTMENT ALTERNATIVES

Each investment alternative offered by the plan must be listed and described. The sample form provides information for the standard investments included in the Mutual of Omaha Retirement Services 401(k) product. If any additional investments are offered by the plan, you must list those investments also and you must also include a brief explanation of the investment's objective, risk and return characteristics, and the asset-type and level of diversification.

If you allow participants and beneficiaries to invest in any asset administratively feasible for the plan to hold, check Option B.

INVESTMENT INSTRUCTIONS

The frequency with which participants and beneficiaries may change their investment selections should be listed in this section. The sample form indicates that investments may be changed daily. If the plan includes limitations on the frequency, this will need to be changed to reflect the limitations.

If the investments other than those listed under the Investment Alternatives section of the sample ERISA Section 404(c) Employee Information Sheet are offered by the plan, each section of the form should be reviewed carefully to determine if additional information needs to be included.

ADDITIONAL INFORMATION

If requested, the additional information listed in the EMPLOYEE INFORMATION SHEET must be provided.

EMPLOYER SECURITIES

Check the appropriate box indicating whether your plan does or does not allow participants and beneficiaries to invest in employer securities.

If you permit investment in employer securities, you must establish procedures to ensure that instructions regarding purchases, sales and voting of employer securities are kept confidential. In the space provided, list the procedures for ensuring confidentiality regarding these matters.

DESIGNATED PLAN FIDUCIARY

In the space provided, list the name or title, address and phone number of the fiduciary responsible for carrying out investment instructions, providing information to participants and beneficiaries and, if applicable, ensuring the confidentiality of employer securities transactions.

If desired, you may designate someone other than a fiduciary to provide information to participants and beneficiaries and to collect investment instructions.

III. Employer 404(c) Compliance Checklist

The following checklist is intended to help you evaluate your plan's compliance with the major requirements of ERISA Sec. 404(c) and the corresponding regulations. This checklist is by no means an exhaustive listing of the steps needed to implement ERISA Sec. 404(c). Rather, it highlights the most significant compliance issues. Each of the following questions must be answered "yes" for your plan to be in compliance with ERISA Section 404(c).

PLAN DESIGN

1. Does your plan permit participants and beneficiaries to direct the investment of all or a portion of their retirement plan dollars?
 Yes No
2. May participants and beneficiaries choose from at least three "core" investments each of which has materially different risk and return characteristics?
 Yes No
3. Are each of the core investments themselves diversified?
 Yes No
4. Do the core investments allow participants and beneficiaries to create an investment portfolio that meets their personal needs and minimizes the risk of large losses?
 Yes No
5. Do you permit participants and beneficiaries to give investment instructions with respect to core alternatives at least quarterly (or more frequently if the volatility of an investment warrants more frequent changes)?
 Yes No
6. Is a plan fiduciary generally obligated to comply with participants' and beneficiaries' investment instructions?
 Yes No

EMPLOYEE DISCLOSURE

1. Have you informed participants and beneficiaries that the plan is intended to meet the requirements of ERISA Sec. 404(c)?
 Yes No
2. Do you provide the participants and beneficiaries the information necessary to allow them to make informed investment decisions?
 Yes No
3. Do you update the information given to participants and beneficiaries when significant changes regarding their investment alternatives occur?
 Yes No
4. Have you reviewed the sample Employee Information Sheet to determine if it includes all required information?
 Yes No

Revised 08/30/2006

Your Service Contacts

Installation Coordinator

The Installation Coordinator is the designated contact during the installation process. This individual specializes in installing new plans and converting existing plans. They will work with you to ensure that the installation/conversion process proceeds smoothly. The ISR is your contact for questions regarding installation and conversion of your plan. They will be in contact with you throughout the process to keep you informed of the status. After the installation process is completed, the Installation Coordinator will turn the plan over to the Client Service Representative Team, which will be your primary contact for ongoing administration.

Client Service Representative (CSR) Team

The Client Service Representative Team is the team assigned to assist you with the day-today administration of the plan. They serve as a contact for the Plan Administrator on recordkeeping issues after installation is completed. The CSR team's role is to answer questions the Plan Administrator may have regarding administration of the plan, including questions about submitting payrolls, regulatory compliance, distributions, and participant statements. Technical questions may require referral to the Employer Consulting Unit that charges on a fee for service basis. You will not be charged without prior knowledge and authorization.

Call Center Representatives

Call center representatives are available to handle participant questions from 7:00 a.m. to 7:00 p.m. CST Monday through Friday. Call Center representatives can be reached by opting out of the Interactive Voice Response System. They are available to answer participant questions regarding account balances, investment election changes, fund transfers, performance and price information, and PIN number changes. The role of the Call Center representative is to serve as an alternative to the Interactive Voice Response System. These individuals have limited knowledge of the plan document, the investments, and regulatory requirements and will generally refer participants to the Plan Administrator for these types of questions. Participants are referred to the Plan Administrator rather than the CSR so that the Plan Administrator is kept informed of all issues relating to the plan. If the Plan Administrator needs assistance answering questions, the CSR is available as a resource to the Plan Administrator.

Revised 08/30/2006



Mutual of Omaha

UNITED OF OMAHA LIFE INSURANCE COMPANY

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