

MATRIX TRUST COMPANY
CASH AGENT AGREEMENT
(Without Investment Advice)

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MATRIX TRUST COMPANY

**CASH AGENT AGREEMENT
(Without Investment Advice)**

PARTIES

Customer (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): _____

Designated Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____

AGREEMENT

This Cash Agent Agreement ("**Agreement**") is entered into by and among the Customer, the Trustee(s), the Designated Representative(s), and MG Trust Company d/b/a Matrix Trust Company ("Matrix Trust") ("**Cash Agent**") effective as of _____, 20____.

ARTICLE 1

DEFINITIONS

1.1 Account or Cash Agent Account. "Account" or "Cash Agent Account" means the account established pursuant to Article 2.

1.2 Agreement. "Agreement" means this Matrix Trust Cash Agent Agreement by and among the Customer, the Trustee(s), the Designated Representative(s), and the Cash Agent.

1.3 Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.4 Cash Agent. "Cash Agent" means Matrix Trust.

1.5 Customer. "Customer" means the sponsor of the Qualified Plan and Trust designated above.

1.6 Designated Representative. "Designated Representative" means the Person named above as Designated Representative who is authorized by the terms of this Agreement to give directions to the Cash Agent.

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 Cash Agent from time to time to be held in custody hereunder in the Account, and the portion thereof from time to time remaining, to be held and disposed of by the Cash Agent (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Cash Agent.

1.10 Instruction. An "Instruction" to the Cash Agent is any oral, written or electronic direction given in a form and manner required or accepted by the Cash Agent. The Cash Agent 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 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 Cash Agent 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 ACCOUNT

The Customer hereby requests that the Cash Agent establish a Cash Agent 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 Cash Agent shall not be obligated to provide detailed accounting for the Account, 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 CASH AGENT

3.1 Appointment; Acceptance. The Cash Agent, in consideration of the deposit by the Customer of funds into the Account, and other valuable consideration, hereby agrees to act as the cash receipt and disbursing agent of the Account on the terms and conditions of this Agreement. The Customer, in consideration of the agreement by the Cash Agent to perform the duties of a cash receipt and disbursing agent under this Agreement, hereby designates and appoints Matrix Trust as the Cash Agent of the Account.

3.2 Role. The Cash Agent, as agent of the Customer, but not as fiduciary, shall take, receive, hold, invest, and distribute all of the assets of the Fund in accordance with the terms of this Agreement. The Cash Agent will serve as a

non-discretionary, directed agent. The Cash Agent is responsible for investing, distributing or disbursing the Fund as directed by the Customer or Designated Representative, or by the properly designated Investment Manager, on behalf of the Customer and is not responsible for maintaining custody of the Fund other than pursuant to this Agreement.

The Cash Agent (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 Cash Agent to be responsible for the administration or investment of the Fund other than as directed by the Customer or Designated Representative, or properly designated Investment Manager hereunder. The Cash Agent will be acting solely as a cash receipts and disbursing agent and not as a trustee, custodian, plan administrator or in any other capacity on behalf of the Customer or Qualified Plan. The Cash Agent 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 Cash Agent. Except as provided herein, the Designated Representative shall provide direction to the Cash Agent on behalf of the Customer. The Cash Agent shall have no duty to take any action other than as specified in this Agreement unless the Designated Representative provides the Cash Agent with Instructions. However, each direction is contingent upon the determination by the Cash Agent that the Instruction can be administered by the Cash Agent. The Cash Agent may conclusively rely upon and be protected indemnified by the Customer when 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 Cash Agent to be genuine and properly executed, or any instrument or paper if the Cash Agent believes the signature thereon to be genuine. The Cash Agent may, but is not required to, rely on an Instruction given by the Customer or Designated Representative that addressed a particular topic for a single instance in any subsequent similar instance, unless the prior Instruction expressly stated to the contrary.

3.4 Designation of Representative and Investment Manager. Customer hereby designates and authorizes its Designated Representative to provide Instructions to the Cash Agent on behalf of the Customer, including placing orders for the purchase and sale of securities, and authorizes the Cash Agent to disburse funds on behalf of the Customer upon Instruction from such Designated Representative. Customer hereby also authorizes and directs the Cash Agent to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Designated Representative or the Investment Manager. Designation of a Designated Representative and/or an Investment Manager is subject to the following provisions:

3.4.1 Customer agrees that the Cash Agent may rely on Instructions from the Designated Representative or the Investment Manager, and Customer agrees that the Cash Agent shall be under no duty to make an investigation with respect to any Instructions received from the Designated Representative or an Investment Manager;

3.4.2 Customer is solely responsible for managing the investment of the Account and for the direction and supervision of the Designated Representative and any Investment Manager. All Instructions, directions, and/or confirmations received by the Cash Agent from a Designated Representative or Investment Manager shall be deemed to have been authorized by the Customer;

3.4.3 Customer agrees that a Designated Representative is nor an Investment Manager is an agent of the Cash Agent; and

3.4.4 Customer may remove a Designated Representative or any Investment Manager and designate a new Designated Representative or Investment Manager at any time by written notice to the Cash Agent in a form satisfactory to the Cash Agent. The Customer will give the Cash Agent prompt written notice of any change in the identity or authority of any Designated Representative or Investment Manager. Removal of a Designated Representative or Investment Manager will not have the effect of canceling any Instruction that has been received by the Cash Agent from the Designated Representative or Investment Manager prior to the date that notice of removal is received by the Cash Agent. Until written notice of such change is received, the Cash Agent may conclusively rely upon and be protected in acting on the latest identification provided to it without further inquiry or verification.

3.5 Compliance. Customer agrees that the Cash Agent may execute, in its capacity as Cash Agent, 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 Qualified 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 Cash Agent all information necessary for the Cash Agent to file all required returns, reports, or other documents with the applicable taxing authorities with respect to distributions by the Cash Agent 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 Cash Agent, the Cash Agent will receive and accept for the Account all cash assets transferred, assigned and delivered to it from any source by or at the direction of the Customer or a Designated Representative or Investment Manager. The Cash Agent 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 Cash Agent.

4.2 Role of Cash Agent with Respect to Assets. The Cash Agent will maintain safe custody of such cash assets, as it actually receives for the Account. The Cash Agent has no duty or authority to require any contributions or transfers to be made under the Qualified Plan to the Cash Agent, compute any amount to be contributed or transferred under the Qualified Plan to the Cash Agent, determine whether amounts received by the Cash Agent 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 Cash Agent will not be responsible for any transferred asset until it receives such asset.

4.3 Unidentified Assets. If the Cash Agent receives any cash assets from a source other than the Customer and has not received appropriate notification that such assets are to be accepted for the Account, the Cash Agent is authorized to return such assets to the Person from whom they were received. The Cash Agent will not be liable for any assets returned in such circumstances.

4.4 Return of Amounts to the Customer. The Cash Agent will return contributions to the Customer if the Customer or a Designated Representative provides an Instruction to the Cash Agent 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 Cash Agent 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 Account except insofar as the Customer delegates investment authority over part or all of the Account assets to one or more other Designated Representatives or Investment Managers. Customer grants to the Cash Agent all powers reasonably necessary to carry out its cash settlement and other duties under this Agreement, and Customer agrees to furnish the Cash Agent with such information and Instructions as may be necessary to carry out the provisions of this Agreement and to enable the Cash Agent to fulfill all legal and regulatory reporting requirements.

5.1.2 Investment Directions. All investment directions and other Instructions, including authorizations of delegation to any Investment Manager, must be delivered to the Cash Agent in such manner as the Cash Agent may reasonably require.

5.2 Role of Cash Agent.

5.2.1 Processing Transactions. No investment transaction for the Account that is to be processed by the Cash Agent at the direction of the Customer or a Designated Representative or an Investment Manager will be processed until the Cash Agent 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 Cash Agent may rely conclusively on all Instructions given by the Designated Representative or Investment Manager which the Cash Agent believes to be genuine. The Cash Agent'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 or from an Investment Manager Upon application by the Customer, on a form acceptable to the Cash Agent and upon approval by the Cash Agent, the Cash Agent will accept non-written Instructions from the Customer, Designated Representative or Investment Manager subject to immediate confirmation of such Instructions by email or in writing by the Designated Representative or appropriate Investment Manager.

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

5.2.2 Legitimate Delay. The Cash Agent may delay the processing of any investment settlement 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. The Cash Agent will settle investment transactions for the Account as directed by the Designated Representative, and the Cash Agent/or Investment Managers will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Qualified Plan. The Cash Agent has no duty or authority to provide investment advice with respect to the assets of the Qualified Plan, monitor investment performance or the diversification of assets, question any investment direction the Cash Agent receives in proper form, or inquire into the authority or right of the Designated Representative or Investment Manager to make any investment direction which the Cash Agent receives in proper form. The Cash Agent 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 Cash Agent, 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 or an Investment Manager. 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 Cash Agent 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 Cash Agent 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 Cash Agent will act solely as agent for the Customer, subject to the Instructions of the Designated Representative and/or any Investment Manager. The Cash Agent shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Account. Customer authorizes the Cash Agent to charge the Account for the cost of all securities purchased or received and to credit the Account with the proceeds received from the securities sold or delivered. In the event of any trades not settled immediately upon placement, the Cash Agent 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 Cash Agent to register all assets of the Fund in the name of the Customer. Customer agrees that the responsibility for reconciliation, monitoring, and review of all non-cash assets of the Qualified Plan is the sole responsibility of the Customer.

5.3.5 Customer shall bear the responsibility of obtaining all Proxy materials directly from the investment companies where the Qualified Plan assets are held.

5.4 Investment Restrictions. The Customer, Designated Representative or an Investment Manager shall direct the Cash Agent to purchase or sell only securities that comply with the Cash Agent'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. Nothing in this Article shall be construed to impose investment discretion on the Cash Agent or its affiliates.

ARTICLE 6

ADMINISTRATIVE MATTERS

6.1 Records; Inspection and Audit. The Cash Agent will keep accurate and detailed records and accounts of all receipts, disbursements and other transactions as required by law with respect to the Account. All records, books and accounts relating to the Account will be open to inspection by the Customer, provided the Cash Agent 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 Cash Agent, the Cash Agent may provide annual or interim accountings, valuations, or other reports concerning the Account subject to payment of all required additional fees for such reports. The Cash Agent's accounting will be at the Account level rather than the participant level, and the Cash Agent 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 Cash Agent will also furnish the Customer with such other information as the Cash Agent 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 Cash Agent. Any objections must set forth the specific grounds on which they are based. Upon approval of an accounting, the Cash Agent shall be forever released from any and all liability with respect to the accounting.

6.3 Record Retention. The Cash Agent will retain its records relating to the Account as long as necessary for the proper administration of the 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.

6.4 No Responsibility for Participant-Level Record-keeping or Communications to Participants. Unless otherwise agreed in a separate written agreement between the Customer and the Cash Agent, the Cash Agent 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 Cash Agent, the Cash Agent will not be responsible for any communications to participants and beneficiaries regarding the Qualified Plan or the Account.

6.5 ERISA Section 404(a)(5) Participant Disclosures. Customer shall be responsible for participant disclosures mandated by 29 CFR §2550.404a-5, and the Cash Agent shall have no obligation whatsoever to provide any participant disclosures required by this regulation.

6.6 Action by the Cash Agent. The Cash Agent may delegate ministerial acts, specifically including, but not limited to, the signing and mailing of checks, the printing and mailing of statements, and the signing of tax returns and governmental reports to be done by any agent of the Cash Agent.

ARTICLE 7

DISTRIBUTIONS

The Cash Agent is authorized to release cash assets in the Account to the Customer on the written order of the Customer and upon such further written confirmation as the Cash Agent shall reasonably request. The Cash Agent may retain such cash assets 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 Cash Agent, including, but not limited to, unpaid fees, claims, or other expenses or obligations arising under this Agreement.

7.1 Authorization with Respect to Taxes. The Cash Agent may execute, as cash agent, 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. The Cash Agent may withhold from any distribution to a 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. The Customer or its Designated Representative shall calculate all taxes and withholding and shall provide the Cash Agent all information necessary for the Cash Agent to carry out such withholding in a timely fashion, and to file all required returns, reports, or other documents with the applicable taxing authorities with respect to distributions by the Cash Agent to participants and beneficiaries and amounts withheld thereon.

The Cash Agent shall notify the Designated Representative of any tax levied upon or assessed against the Account of which the Cash Agent has knowledge. If the Cash Agent receives no Instructions from the Designated Representative, the Cash Agent may pay the tax from the Account. If the Designated Representative wishes to contest the tax assessment, it shall give appropriate and timely instructions to the Cash Agent. The Cash Agent shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Cash Agent has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorney's fees.

ARTICLE 8

COMPENSATION AND EXPENSES

The Cash Agent will be entitled to receive compensation for its services provided hereunder as may be agreed upon in writing with the Customer. The Customer represents that it has determined that the compensation to be paid to the Cash Agent is reasonable and that the Customer will, in advance of any later agreement, determine that the compensation is reasonable. The Cash Agent 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. The Cash Agent will also 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 shall be a charge against and may be withdrawn by the Cash Agent from the Cash Agent Account within a reasonable time as specified by the Cash Agent; provided, however, that such amounts may be paid by the Designated Representative on behalf of the Customer, as outlined in a separate written agreement between said parties. In addition, the Trustee shall also be bound by and authorizes the Cash Agent 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 Cash Agent. The Customer or Designated Representative has informed the Trustee of such fee schedule and the Trustee and the Trust agree to be bound thereby. The Trustee also authorizes the Cash Agent 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 Cash Agent. The Cash Agent may invest any cash balances of the Fund in a demand account at an FDIC insured bank of the Cash Agent's choosing. The Cash Agent shall not be obligated to invest such funds in any interest-bearing account. The Cash Agent 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.

8.1 Disclosure. The Designated Representative shall disclose any compensation, reimbursements, fees and/or expenses payable from the Account pursuant to Section 8.1, and any changes to such amounts, to the Customer and the participants.

8.2 ERISA Section 408(b)(2) Plan Level Disclosures. The Customer, the Designated Representative and the Trustee agree that the Cash Agent, by providing the regulatory required disclosures, if any, with respect to its fees and services to the identified record keeper will have complied with its obligations under 29 CFR 2550.408b-2(c) to the Plan's responsible plan fiduciary.

ARTICLE 9

AMENDMENT, ASSIGNMENT AND TERMINATION

9.1 Amendment. This Agreement may be amended by the Cash Agent, 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 Cash Agent 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 Cash Agent may terminate this Agreement upon thirty (30) days written notice to the other. Upon termination of this Agreement, Customer agrees to name a successor cash agent or custodian and notify the Cash Agent in writing of the name of said successor. In the event that Customer does not name a successor cash agent or custodian, the Cash Agent shall distribute cash directly to the Trustee or to the Qualified Plan's Trust and shall remove itself as named agent on any investment account registered in the Customer's name.

9.4 Termination of Qualified Plan. If the Qualified Plan is terminated, this Agreement will nevertheless continue in effect until the earlier of the date as of which all cash assets of the 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 Cash Agent in writing as soon as possible. The notification will include confirmation of the individual(s) who will direct the Cash Agent. If, within sixty (60) days of such filing the Customer does not notify the Cash Agent, the Cash Agent may invoke the provisions of Section 9.5.3.

9.5.2 In the case of bankruptcy, insolvency, or dissolution of the Customer, the Cash Agent will have the right to petition a court of competent jurisdiction to appoint a new cash agent or custodian, the costs of such action being payable from the 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 Cash Agent for confirmation of the individuals who will provide direction to the Cash Agent, the Cash Agent may, in its sole discretion, assume the Qualified Plan has been terminated and distribute assets according to applicable law. Before the Cash Agent may make such assumption, however, the Cash Agent will send to the last known address of the Customer, and the individuals who last had authority for providing direction to the Cash Agent, via certified mail, a written notice of the Cash Agent's intent to begin such action. The Cash Agent will then wait at least thirty (30) days before beginning such action.

9.5.4 If the Cash Agent 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 Agreement (whether current or overdue) may be immediately deducted from the Account.

ARTICLE 10

INDEMNIFICATION AND LIABILITY

Customer hereby agrees to indemnify, defend and hold the Cash Agent and any parent, subsidiary, related corporation, or affiliates of the Cash Agent, including their respective directors, managers, officers, employees, and agents, harmless from and against any and all loss, costs, damages, liability, expenses, fees, suits, actions 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 or an Investment Manager. The Customer agrees to indemnify and hold the Cash Agent harmless for all costs, penalties, interest, and fees, including attorneys fees, it incurs with respect to any contention or allegation that the Cash Agent engaged in a prohibited transaction once the Cash Agent has provided its disclosures as required by 29 CFR 2550.408b-2(c), if any. Customer waives any and all claims of any nature it now has or may have against the Cash Agent 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 or Customer. Customer and the Trustee also hereby agree to indemnify, defend and hold the Cash Agent and any parent, subsidiary, related corporation, or affiliates of the Cash Agent, 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, a Designated Representative; or an Investment Manager; any exercise or failure to exercise investment direction authority by Customer, by a Designated Representative or Investment Manager; the Cash Agent's refusal on advice of counsel to act in accordance with any investment direction by Customer, a Designated Representative or an Investment Manager any other act or failure to act by Customer, a Designated Representative or an Investment Manager; any prohibited transaction or plan disqualification of a Qualified Plan due to any actions taken or not taken by the Cash Agent in reliance on Instructions from the Customer, the Designated Representative or an Investment Manager, or any other act the Cash Agent takes in good faith hereunder that arises under this Agreement or the administration of the Fund.

If any tax reporting information is not correctly and timely provided to the Cash Agent, the Designated Representative and the Customer shall hold the Cash Agent harmless from and indemnify it for any liability and related expenses that arise in connection with improper or late withholding or reporting.

The Cash Agent shall have no liability for making any distribution or transfer pursuant to the Instruction of the Designated Representative (including amounts withheld pursuant to this section) and shall be under no duty to make inquiry as to whether any distribution or transfer directed by the Designated Representative is made pursuant to the provisions of the Plan or any applicable law, or as to such Instruction's effect for tax purposes or otherwise.

The Cash Agent 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 Cash Agent shall not be liable for any losses arising from its compliance with Instructions from the Customer, a Designated Representative or an Investment Manager; 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 Cash Agent.

The Cash Agent shall not be responsible 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. The Cash Agent shall have no liability for any matters beyond its control such as market loss or diminution, impact of government regulations, third-party bankruptcies or otherwise.

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, a Designated Representative or an Investment Manager; and the Trustee has the power to delegate trading authorization to the Designated Representative and to an Investment Manager and has done so by executing this Agreement. The Trustee agrees to inform the Cash Agent 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 Cash Agent may rely on instructions from a Designated Representative and from an Investment Manager until such designation is revoked or changed in writing signed by the Trustee and delivered to the Cash Agent. 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 Cash Agent and any parent, subsidiary, related corporation, or affiliates of the Cash Agent, 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, a Designated Representative or an Investment Manager; any exercise or failure to exercise investment direction authority by Customer, by a Designated Representative or by an Investment Manager; the Cash Agent's refusal on advice of counsel to act in accordance with any investment direction by Customer, a Designated Representative or Investment Manager; any other act or failure to act by Customer, a Designated Representative or an Investment Manager; any prohibited transaction or plan disqualification of the Qualified Plan due to any actions taken or not taken by the Cash Agent in reliance on Instructions from the Customer, a Designated Representative or an Investment Manager; or any other act the Cash Agent takes in good faith hereunder that arises under this Agreement or the administration of the Fund as directed by the Customer, a Designated Representative or an Investment Manager. The Trustee acknowledges that the Cash Agent'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 Cash Agent 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 Cash Agent deems it reasonably necessary, the Cash Agent 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. Without limiting the generality of the foregoing, the Cash Agent 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. Except as provided in Section 12.6, 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 Cash Agent 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 either written notice to the Cash Agent sent by certified mail, return receipt requested or by electronic communication that is used regularly in the ordinary course of business between the Customer and the Cash Agent.

12.5 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. 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.

12.6 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.

12.7 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 lending of, 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 Cash Agent shall have no duty to determine whether any transaction is, or has the potential to be, a "prohibited transaction."

12.8 Evidence. Evidence required of anyone under the 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.

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

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

12.11 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 Cash Agent will ask for Customer's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Cash Agent to identify Customer and, if Customer is not an individual, the Cash Agent will ask for Customer's name, taxpayer identification number, business address, and other information that will allow the Cash Agent to identify Customer. The Cash Agent 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.

12.12 Taxes. Customer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result of the receipt of services rendered under this Agreement, including but not limited to any tax which Customer is required to withhold or deduct from payments to Cash Agent, except (i) any tax imposed upon Cash Agent in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Cash Agent; and (ii) any income tax imposed upon Cash Agent by the United States or any governmental entity within the United States. In order for the exception contained in (i) to apply, Customer must furnish Cash Agent with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that Cash Agent may claim the credit. The fees to be charged by Cash Agent to Customer under this contract, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where Cash Agent is obligated to report and pay VAT with respect to services provided to Customer, Customer agrees to be invoiced by Cash Agent for the VAT at the applicable prevailing VAT rate.

12.13 Data. Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Customer Information hereunder provided that any such data does not specifically identify any of Customer's confidential information. Customer hereby authorizes Cash Agent to share Customer's data, Personal Information and confidential information among Cash Agent's related companies so long as the same protective provisions contained in Section 12.14 are followed by every entity to which disclosure is made.

12.14 Confidentiality.

12.14.1 Definitions. In connection with this Agreement, including without limitation the evaluation of new services contemplated by the parties to be provided by Cash Agent under this Agreement, information will be exchanged between Cash Agent and Customer. Cash Agent shall provide information that may include, without limitation, confidential information relating to the Cash Agent's products, trade secrets, strategic information, information about systems and procedures, confidential reports, customer information, vendor and other third party information, financial information including cost and pricing, sales strategies, computer software and tapes, programs, source and object codes, and other information that is provided under circumstances reasonably indicating it is confidential (collectively, the "Cash Agent Information"), and Customer shall provide information required for Customer to use the services received or to be received, including customer information, which may include Personal Information (defined below), to be processed by the services, and other information that is provided under circumstances reasonably indicating it is confidential ("Customer Information") (the Cash Agent Information and the Customer Information collectively referred to herein as the "Information"). Personal Information that is exchanged shall also be deemed Information hereunder. "Personal Information" means personal information about an identifiable individual including, without limitation, name, address, contact information, age, gender, income, marital status, finances, health, employment, social insurance number and trading activity or history. Personal Information shall not include the name, title or business address or business telephone number of an employee of an organization in relation to such individual's capacity as an employee of an organization. The Information of each party shall remain the exclusive property of such party.

12.14.2 Obligations. The receiver of Information (the "Receiver") shall keep any Information provided by the other party (the "Provider") strictly confidential and shall not, without the Provider's prior written consent, disclose such Information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such Information, including, without limitation, by means of photocopying or transcribing of voice recording, except in accordance with the terms of this Agreement except as provided in Section 12.13. The Receiver shall only use the Information as reasonably required to carry out the purposes of this Agreement.

12.14.3 Disclosure Generally. Except as provided in Section 12.13, Cash Agent and Customer agree that the Information shall be disclosed by the Receiver only to: (i) the employees, agents and consultants of the Customer and the Designated Representative in connection with Receiver's performance or use of the services, as applicable, and (ii) auditors, counsel, and other representatives of the Customer and Designated Representative for the purpose of providing

assistance to the Receiver in the ordinary course of Receiver's performance or use of the services, as applicable. Each party will take reasonable steps to prevent a breach of its obligations by any employee or third party.

12.14.4 Compelled Disclosure. If the Receiver or anyone to whom the Receiver transmits the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, then the Receiver will provide the Provider with prompt notice before such Information is disclosed (or, in the case of a disclosure by someone to whom the Receiver transmitted the Information, as soon as the Receiver becomes aware of the compelled disclosure), if not legally prohibited from doing so, so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, then the Receiver will furnish only that portion of the Information which the Receiver is advised by reasonable written opinion of counsel is legally required and will exercise its reasonable efforts to assist the Provider in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to the Information that is disclosed.

12.14.5 Exceptions. Except with respect to Personal Information, nothing contained herein shall in any way restrict or impair either party's right to use, disclose or otherwise deal with:

(i) Information which at the time of its disclosure is publicly available, by publication or otherwise, or which the Provider publicly discloses either prior to or subsequent to its disclosure to the Receiver;

(ii) Information which the Receiver can show was in the possession of the Receiver, or its parent, subsidiary or affiliated company, at the time of disclosure and which was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; or

(iii) Information which is independently acquired or developed by the Receiver without violation of its obligations hereunder.

In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that (i) is acquired by such employee in performance of those services, (ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information, (iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

12.14.6 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Notwithstanding the foregoing, Cash Agent shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Customer. In the event that Customer requires Cash Agent to return any Customer Information, Customer shall pay Cash Agent (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Cash Agent's then current charges) for Cash Agent's actual time spent and incidental expenses actually incurred in connection with such return.

12.15 Nonpublic Personal Information.

12.15.1 Obligations. Cash Agent shall not disclose or use any nonpublic Personal Information of Customer's employees except to the extent reasonably required to carry out its obligations under this Agreement or as otherwise directed by Customer. In connection with each party's use or provision of the rendered services, as applicable, each party shall comply with any applicable law, rule or regulation of any jurisdiction applicable to such party relating to the disclosure or use of Personal Information (including, without limitation, with respect to Customer and its Affiliates and their customers, Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, as the same may be amended or supplemented from time to time).

12.15.2 Security Measures. Cash Agent shall (i) implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic Personal Information of Customer's customers against anticipated threats, unauthorized disclosure or use, and improper disposal, and (ii) provide Customer with information regarding such security measures upon the reasonable request of Customer.

12.15.3 Security Breaches. Each party shall promptly provide the other party with notice of (i) any

disclosure, access to or use of any Personal Information in breach of this Agreement and (ii) any unauthorized intrusion into systems containing Customer's Personal Information.

12.16 Equitable Relief. A breach of any provision of Section 12.13 or Section 12.14 of this Agreement may cause the Cash Agent irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity. Notwithstanding the provisions of Section 12.5, any proceeding brought by the Cash Agent to seek relief under this Section 12.16 shall be brought in a federal or state court of competent jurisdiction in Denver, Colorado.

ARTICLE 13

SPECIAL INSTRUCTIONS (OPTIONAL):

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
MG TRUST COMPANY D/B/A MATRIX TRUST COMPANY
AND DELIVERED TO THE CUSTOMER OR THE TRUSTEE.**

**ACCEPTED AND AGREED TO BY
MG TRUST COMPANY D/B/A MATRIX TRUST COMPANY
AT ITS OFFICE IN DENVER, COLORADO:**

MG TRUST COMPANY D/B/A MATRIX TRUST COMPANY

BY: _____

TITLE: _____

DATE: _____