

ADDENDUM TO MG TRUST COMPANY, LLC CUSTODIAL ACCOUNT AGREEMENT

THIS ADDENDUM dated _____, 20__, supplements and is made a part of the Custodial Account Agreement dated _____, 20__ (hereinafter referred to as "Custodial Agreement") by and between MG Trust Company, LLC ("MG Trust"), _____ ("Customer") and _____ ("Designated Representative").

RECITALS

WHEREAS, capitalized terms used herein shall have the same meaning ascribed to them in the Custodial Agreement;

WHEREAS, "Designated Representative" means the entity named in and authorized by the terms of the referenced Custodial Agreement to give directions to the Custodian,

WHEREAS, the Customer has made an Individually Managed Account Program (the "IMA Program") available to participants in the Plan ("Participants") in accordance with the terms of the Plan document and with an outside investment advisor ("Investment Advisor") as defined in **Schedule A** attached hereto;

WHEREAS Participant participation in the IMA program may be via active election or via a default option in accordance with the terms of the Plan document;

WHEREAS, the Customer has requested that MG Trust serve as custodian with respect to all or a portion of the assets attributable to a Participant's IMA account under the Plan (the "IMA Assets") subject to the terms of this Addendum;

WHEREAS, MG Trust agrees to serve as custodian with respect to all or a portion of the IMA Assets subject to the terms of this Addendum; and

WHEREAS, MG Trust and Customer agree that the Designated Representative shall not be a party to this Addendum, and that Custodial Account agreement shall be applied to the Designated Representative without regard to this Addendum.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

I. DESIGNATED REPRESENTATIVE (S) PROVISIONS:

Customer has entered into an agreement for investment advisory services with the Investment Advisor(s) described in **Schedule A**, for participants in the Qualified Plan who either elect such services or who by default subject their accounts in the Qualified Plan to such services (the "IMA Program"). Customer, the Plan Fiduciary, and the Designated Representative acknowledge and agree that the selection of the IMA Program and the Investment Advisor(s) was an independent decision made solely by each of them, as applicable, without any recommendation or advice from the Custodian, and each agrees that the Custodian has no duty or authority to determine the appropriateness or propriety of the IMA Program, to provide investment advice, monitor investment performance or diversification, question any decision of any fiduciary or other service provider to the Qualified Plan, whether under the IMA Program or otherwise, and that this Agreement exclusively shall govern the relationship of the Custodian with the Customer, the

Plan Fiduciary and the Designated Representative. Customer and the Plan Fiduciary acknowledge that their selection of the IMA Program is the appointment of the Investment Adviser under the IMA Program as the Investment Adviser for all accounts invested thereunder, whether by participant election or by default of any such election, and that the Customer, Plan Fiduciary and Designated Representative specifically authorize and direct the Custodian to honor such designation on behalf of any participants whose accounts are so invested by default. Custodian is hereby authorized and directed by Customer, the Plan Fiduciary and the Designated Representative to accept and implement all investment directions provided to the Custodian under the IMA Program, including paying for securities and receiving payment from securities or other investment transactions arising out of any instruction from the Designated Representative(s) or Investment Advisor without any obligation to confirm whether the IMA Program was selected by the participant or implemented upon the participant's default in making any such election. Customer hereby also agrees that the indemnification provisions of Article 10 shall apply to any costs, losses, expenses, fees, liabilities, damages, claims, suits or actions and appeals affecting the Custodian and its affiliates, and their respective directors, managers, officers, employees, agents and other representatives, that arise from or relate in any way to the selection and operation of the IMA Program, including but not limited to any and all claims of participants and their beneficiaries under the Qualified Plan relating to the IMA Program or to any actions of the Custodian in the purchase and sale of securities pursuant to directions received from the investment adviser under the IMA Program. This provision shall survive the termination, amendment or expiration of this Agreement

Each Participant electing into the IMA Program within a non-default enrollment Plan, shall submit an Instruction Letter to authorize MG Trust to accept instructions on behalf of the Participant as contained in **Schedule C** attached hereto.

2. Customer hereby authorizes and directs MG Trust, in accordance with the provisions of the Addendum. The Designated Representative(s) and/or Investment Advisor(s), if an entity, shall designate its employee(s) authorized to act on its behalf, and may change its designation of employee(s) authorized to act on its behalf from time to time upon written notice to MG Trust. MG Trust may rely on instructions from the Designated Representative(s) and/or Investment Advisor(s) until such designation is revoked or changed by the Customer and received by MG Trust.

II. FEE AND COMPENSATION DISCLOSURE:

1. The Customer acknowledges receipt of specific information concerning custodial fees payable to MG Trust in conjunction with the IMA Program and other sources of compensation to MG Trust all as described on **Schedule B** hereto. The Participant authorizes the payment of such fees from the Participant's Account to MG Trust or other parties as agreed to by the Participant.

2. Affiliates of MG Trust have entered into selling arrangements with each mutual fund (the "Funds") available through the IMA Program. These arrangements may provide that the Funds in which Participants may invest, or the advisers or principal underwriters of the Funds, will make payments to MG Trust's Affiliates pursuant to a Rule 12b-1 distribution plan or other arrangement as compensation for distribution, shareholder services, recordkeeping or administrative services. These payments will be paid from the Fund and will offset custodial fees to the extent possible for IMA Accounts only.

III. CUSTODIAL AGREEMENT PROVISIONS:

1. Customer, in consideration of the agreement by MG Trust to perform the duties of a custodian under this Addendum, hereby designates MG Trust as custodian of an account for and in the name of the Customer, or if so directed by the Designated Representative(s), separate custody accounts, each in the name of a plan participant (the "**IMA Account**"), and to hold, as a custodian, with respect to the IMA Assets deposited into, or collected with respect to, such IMA Account. MG Trust hereby agrees to act as custodian of the IMA Account on the terms and conditions of this Addendum.

2. The following additional income tax and ERISA provisions shall apply:

Customer understands that certain transactions are prohibited for retirement plans under the Employee Retirement Income Security Act of 1974, as amended (ERISA). If Customer is subject to ERISA, Customer will not direct or allow the purchase or sale of any Fund asset to or from a "party-in-interest" as defined in ERISA Section 3(14), or in any other way direct an investment transaction that would be deemed to be a "prohibited transaction" under applicable law. This provision also applies to Participant's IMA Accounts under the Plan in connection with the IMA Program. MG Trust shall have no duty to determine whether any transaction is, or has the potential to be a "prohibited transaction."

3. All proxies with respect to securities owned by the Participant in an IMA Account(s) will be forwarded to the Plan Sponsor or other fiduciary named in the Plan documents.

4. MG Trust is authorized to release securities and cash investments in the Account to the Customer, but not to a Participant or Designated Representative directing the investment of the IMA Account.

IV. SIGNATURES

Signatures of Parties to Agreement:

CUSTOMER:

Plan Sponsor Signature:

By: _____ Date: _____, 20____

Print Name: _____

Plan Fiduciary Signature: (if different from Plan Sponsor)

By: _____ Date: _____, 20____

Print Name: _____

MG TRUST COMPANY, LLC:

Signature: _____ Date: _____, 20____

Print Name: _____

Title: _____

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED OFFICER OF MG TRUST TO BE VALID.

Schedule A

I. *List of Investment Advisers Participating in IMA Program:*

Schedule B

Fee and Compensation Disclosure For Individually Managed Accounts Program

Custody Fees: .25% (25 bps) annually. Fees are deducted quarterly in arrears at the rate of .000625 (6.25 bps)**

** Affiliates of MG Trust have entered into selling arrangements with each Fund available through the IMA Program. These arrangements may provide that the Funds in which Participants may invest, or the advisers or principal underwriters of the funds, will make payments to MG Trust's Affiliates pursuant to a Rule 12b-1 distribution plan or other arrangement as compensation for distribution, shareholder services, recordkeeping or administrative services. These payments will be paid from the Fund and will offset custodial fees to the extent possible for IMA Accounts only.

Schedule C

**SAMPLE
Individually Managed Account
Participant Instruction Letter**

Form of Participant Designation

I, _____, a Participant in the
_____ Plan (the "Plan") maintained by
_____ (the "Plan Sponsor") hereby appoints
_____ as the outside investment advisor ("Investment
Advisor") for my Individually Managed Account ("IMA Account"). Such appointment shall remain
in force and effect until rescinded in writing delivered to MG Trust Company, LLC ("MG Trust").

MG Trust is hereby authorized and directed to accept and implement all investment directions made by the above named Investment Advisor with respect to assets in my IMA Account. MG Trust will not provide any investment analysis or recommendations with respect to investment or re-investment of my IMA Account and will have no investment responsibility with regard to assets purchased upon direction from the Investment Advisor. MG Trust shall have no duty or responsibility to inquire as to the authority or propriety of any investment direction made by the Investment Advisor. MG Trust either directly or through its affiliates or designees, will purchase and sell securities and reinvest income only upon receipt of the Investment Advisor's proper instructions, and shall to the extent consistent with applicable law be protected and held harmless in following such instructions.

MG Trust is authorized and directed to deduct from my IMA Account all applicable fees associated with my participation in the IMA Program, including investment advisory fees chargeable by the Investment Advisor and a custody fee payable to MG Trust.

MG Trust will provide custody of the assets of the Plan under agreement as amended with the Plan Sponsor and will use its best efforts to collect income and maturing principal, but MG Trust will not be held responsible for the nonpayment of either. All proxies with respect to securities owned by the Participant in an IMA Account(s) will be forwarded to the Plan Sponsor or other fiduciary named in the Plan documents. All securities transactions shall be executed through MSCS Financial Services, LLC a registered broker dealer, member NASD & SIPC and affiliate of MG Trust, or another registered broker dealer as designated by the Investment Advisor.

Signature

Printed Name

Date