

Custodian Services Agreement

Custodian Services

Plan installation:

- Consult on plan selection
- Prepare Summary Plan Description (SPD)
- Assist in preparation of IRS-approved Standardized Prototype Adoption Agreement
- Provide IRS-approved Prototype Plan Document
- Prepare Notice to Interested Parties (upon request)
- Prepare Contribution Notice (Safe Harbor 401(k) plan only)

On-going:

- Process benefit payments
- Prepare and issue IRS Form 1099R
- Maintain and update plan documents as required by regulatory agencies.
- Assist with RMD calculations (upon request)
- Process federal and state income tax withholding
- Maintain beneficiary designations
- Process participant loans (provide loan policy, application, note, amortization schedule and check)
- Prepare Contribution Notice (Safe Harbor 401(k) plan only)

Schedule of Fees (per plan)

One-Time Plan Setup Fee: \$150

Annual Recurring Fees:

\$30 each calendar year for each participant

This fee is not prorated. Fee is due for each participant upon first activity; annually thereafter on each anniversary date; and for terminating participants, the earlier of participant termination or plan anniversary date.

\$50 each calendar year for each private asset

This fee is not prorated. Fee is due for each private asset annually on each anniversary date.

Miscellaneous/Transaction Fees:

Adoption Agreement Amendment: (at Employer's request)	\$150 per amendment. (A revised Summary Plan Description is included.)
Regulatory Restatement or Amendment:	\$150 per restatement and/or amendment. (This includes all required amendments to Adoption Agreement or Plan Document. A revised Summary Plan Description is included.)
Participant loans:	\$100 application fee per loan; fee to be paid by participant and must accompany application.
	\$100 annual loan fee per loan; fee is not prorated and is charged to the participant's account each January.
Benefit payments:	\$50 per distribution per employee; waived if assets remain with Edward Jones.
Investment in the Edward Jones Money Market Fund:	Retirement Share class: No minimum balance and no charge.
	Investment Share class: \$3 each month the balance is below \$2,500.
Plan Administrative Services:	Edward Jones does not provide administrative or actuarial services. This includes determining employee eligibility, calculating contributions, calculating vested balances, performing compliance tests and preparing or filing IRS Form 5500 or 5500EZ.

Invoicing: Plan setup and participant fees charged to the account upon first activity or may be invoiced. Invoice for annual recurring fees is optional and, if requested will be mailed annually thereafter, prior to each account anniversary date. Edward Jones Money Market Fund fee and participant loan fee are not invoiced and are charged to the participant's account. Adoption Agreement Amendment and Regulatory Restatement or Amendment fees must be paid at time of request.

Securities commissions and mutual fund sales charges and operating expenses are in addition to the above fees.

Uninvested Cash Balances:

Unless directed otherwise, all amounts held in a plan account, but not invested, will automatically be invested in an interest-bearing account, a money market mutual fund or other similar investments. The exact details of this program may be obtained upon request from your Financial Advisor.

(Signature REQUIRED on next page)

Custodian Services Agreement

Payment of Fees and Other Plan Costs:

The fees in this agreement and other costs associated with the administration of the plan are the responsibility of the Employer. Securities commissions and mutual fund sales charges and operating expenses relate to the securities held in an account and are charged to the account that holds the securities. Such securities commissions and mutual fund sales charges and operating expenses may not be paid separately by the Employer.

Fees and other costs may be charged by Edward Jones to the plan account of a pooled plan, from the account designated as the primary account or master account of a non-pooled plan or from the account designated as the participant's account of a non-pooled plan if a separate payment for services authorized under this agreement is not received when due. Fees are non-refundable.

If the account to which fees and/or other costs have been charged does not contain adequate cash and/or cash equivalents to cover the deduction, Edward Jones may liquidate such assets of the account that Edward Jones, in its sole discretion, deems appropriate to make up the difference. Edward Jones is not obligated to notify the Employer or plan participant of its intention to liquidate securities under this provision.

The Employer will be notified of changes in fees or services 30 days prior to effective date. It is not necessary to execute a new Custodian Services Agreement when a fee or service change is made.

Employer Duties:

The Employer acknowledges being the ERISA Plan Administrator and agrees to review all plan related documents and amendments with legal counsel prior to execution. The Employer acknowledges that they have appointed a plan Trustee (or Trustees). Edward Jones is prohibited, due to various regulations, from acting as a plan Trustee (or Co-Trustee). Edward Jones acts only as Custodian as described in the Edward Jones Defined Contribution Prototype Plan and Trust. **Edward Jones must be the sole Custodian of the plan.**

The Employer acknowledges that they cannot rely on the IRS prototype Opinion Letter issued to Edward Jones to cover the IRS qualification of the plan if they close the account or they establish any plan account at any other financial institution.

The Employer elects to use the Custodian Services listed in this agreement, as from time to time may be changed, and takes full responsibility for fulfilling all other plan requirements now and in the future.

The Employer shall promptly furnish to Edward Jones complete and accurate information, in writing and properly authorized, which Edward Jones deems necessary to perform the Custodian Services listed in this agreement.

If, as a result of delayed, incorrect or incomplete information furnished by the Employer, it becomes necessary to complete or revise any forms or documents, the Employer agrees that Edward Jones shall have the right to charge an additional fee at an hourly rate to compensate Edward Jones for the additional work.

Cancellation of Services:

Edward Jones reserves the right to cancel any Custodian Services without the approval of the Employer as a result of delayed, incorrect or incomplete information furnished by the Employer. The closing of the account on the records of Edward Jones will cause the immediate cancellation of all Custodian Services.

Third Party Administrator (TPA) Information:

The Employer acknowledges that their financial advisor has recommended a TPA to be hired, has explained the role and importance of a TPA, and has explained the risks to the Employer and to the proper operation of the Plan if a TPA is not hired.

Check A or B (if B is checked, complete all fields):

A. The Employer has decided not to hire a TPA at this time.

B. The Employer has hired this TPA: _____

Address: _____

City / State / Zip: _____

E-mail Address: _____

Telephone: _____

Contact Person: _____

My signature below acknowledges acceptance of the terms, conditions, services and fees set out on pages 1 and 2 of this Custodian Services Agreement.

Printed Name of Business

Plan Account Number

Signature of Employer

Printed Name

Date