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P&A403(b)

403(b) Enrollment Forms

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b

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SALARY REDUCTION AGREEMENT

Employer Name: _____

Employee Information	Employee Name	Social Security No.	Date of Birth	Date of Hire												
	Home Address	City	State	Zip												
	Home Phone	Work Phone	Agent/Financial Advisor Name													
Salary Reduction Election	<p>**This request will become effective the next available pay cycle or as soon as administratively feasible.</p> <p>**This salary reduction election supersedes all prior agreements</p> <p>Select One:</p> <p><input type="checkbox"/> Begin or Resume Contributions (Assumes are not currently contributing)</p> <p><input type="checkbox"/> Change Future Contribution Amount-Only</p> <p><input type="checkbox"/> Change Future Contribution Investment Provider-Only</p> <p><input type="checkbox"/> Change Future Contribution Amounts AND Investment Provider</p> <p><input type="checkbox"/> Stop all Future Contributions</p> <p><input type="checkbox"/> I elect not to contribute at the present time and I understand that I may enroll in the 403(b) at any future date by completing a new Salary Reduction Agreement.</p> <p>**Note: All accounts must be established with the listed Investment Provider(s) prior to submitting this Salary Reduction Agreement to your Employer**</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Salary Reduction Amount (per payroll period)</th> <th style="width: 35%;">Investment Provider</th> <th style="width: 35%;">Account #</th> </tr> </thead> <tbody> <tr> <td>\$ _____ or _____ %</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$ _____ or _____ %</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$ _____ or _____ %</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <p>Total per Pay Period: _____ Select 403(b) Type:</p> <p>\$ _____ or _____ % <input type="checkbox"/> Regular 403(b) <input type="checkbox"/> Roth 403(b) - if available (check with your employer)</p>				Salary Reduction Amount (per payroll period)	Investment Provider	Account #	\$ _____ or _____ %	_____	_____	\$ _____ or _____ %	_____	_____	\$ _____ or _____ %	_____	_____
Salary Reduction Amount (per payroll period)	Investment Provider	Account #														
\$ _____ or _____ %	_____	_____														
\$ _____ or _____ %	_____	_____														
\$ _____ or _____ %	_____	_____														
Disclosure	<p>The above Employee agrees to modify his/her salary as indicated above. Employer agrees to remit this amount on Employee's behalf into the annuity contracts or custodial accounts selected by Employee from the approved Investment Providers of Employer. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following:</p> <ol style="list-style-type: none"> 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this Agreement is in effect; and 2) this Salary Reduction Agreement may be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with Employer's administrative procedures but never less than annually. <p>Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claim and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under Applicable Law except where the calculations in support of the eligible contribution limits were calculated by product provider based on accurate information provided by Employee.</p> <p>Employee acknowledges that Employer has made no representation to The Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity(ies) and/or custodial account(s) described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity or custodial accounts; it's terms; the selection of the insurance company or regulated investment company stock; the financial condition, operation of or benefits provided by said insurance company or regulated investment company; his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between Employer and Employee. This Agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.</p>															
Important Information	<ol style="list-style-type: none"> 1) Employer does not choose the annuity contract(s) or custodial account(s) in which your contributions are invested. 2) Employees are responsible for setting up and signing the legal documents to establish your accounts. 3) In order to receive the expected tax results, Employees are responsible for naming a death beneficiary under the annuity contracts or custodial accounts. 4) Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law, and, as a result, are encouraged to have calculations performed by the chosen product provider(s). <p>I hereby agree to reduce my eligible salary or wages each pay period by the above amount(s) for the corresponding plan(s) and direct my Employer to contribute this amount on my behalf to the investment options I have selected above.</p>															
Employee Signature	Signature: _____		Date: _____													

Please forward this completed form to your Employer

For Employer Use Only	
Date Received:	_____
Date Input:	_____
Date Copy to P&A:	_____
Initials:	_____

ENROLLMENT FORM (Page 1)

STEL Inc, 403(b) Plan

Plan #: 789-20228

1

Please give us your personal information:

Social Security #

Last Name

First Name

Middle

Street

City

State

Zip

Date of Hire

Home Phone

Date of Birth

Sex Marital Status

Email Address

2

Decide whether or not you want to contribute to the plan and if so, how much:

(Check One)

Employer: Please initial here for payroll acceptance:

() In accordance with my rights as a Participant and the provisions of the Plan, I hereby elect to reduce my pay by _____% or \$_____ (per pay period). This election authorizes my employer to withhold this amount from my paycheck and shall remain in effect until I revoke or modify this election.

() In accordance with my rights as a Participant and the provisions of the Plan, I hereby elect **NOT** to reduce my pay at this time. I understand that I may elect to participate at a later date, as the Plan allows.

***Please turn to page 2 to make your
investment selections & sign***



ENROLLMENT FORM (Page 2)

STEL Inc, 403(b) Plan

Plan #: 789-20228

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Decide how you want to invest your money:

A. I want to create my own mix of mutual funds from the options offered in the Plan (refer to the list below):

A. Mutual Fund Options:

American Funds Bond Fd of America R5 (RBFFX)	_____%	Vanguard 500 Index (VFINX)	_____%
American Funds Cap Wrld Bond R5 (RCWFX)	_____%	Vanguard Developed Markets Index (VDMIX)	_____%
BlackRock Equity Dividend (MADVX)	_____%	Vanguard Inflation Protected Securities (VIPSX)	_____%
Dodge & Cox International Stock Fund (DODFX)	_____%	Vanguard LifeStrategy Conserv Growth (VSCGX)	_____%
Goldman Sachs Growth Opportunities (GGOIX)	_____%	Vanguard LifeStrategy Growth (VASGX)	_____%
Harbor Bond Fund (HABDX)	_____%	Vanguard LifeStrategy Income (VASIX)	_____%
JP Morgan Large Cap Growth (SEEGX)	_____%	Vanguard LifeStrategy Moderate Growth (VSMGX)	_____%
Oppenheimer International Growth (OIGAX)	_____%	Vanguard Mid Cap Index (VIMSX)	_____%
T.Rowe Price Cap Appreciation (PRWCX)	_____%	Vanguard Prime Money Market (VMMXX)	_____%
T.Rowe Price Retirement 2010 (TRRAX)	_____%	Vanguard REIT Index (VGSIX)	_____%
T.Rowe Price Retirement 2015 (TRRGX)	_____%	Vanguard Selected Value (VASVX)	_____%
T.Rowe Price Retirement 2020 (TRRBX)	_____%	Vanguard Small Cap Growth Index (VISGX)	_____%
T.Rowe Price Retirement 2025 (TRRHX)	_____%	Vanguard Small Cap Index (NAESX)	_____%
T.Rowe Price Retirement 2030 (TRRCX)	_____%	Vanguard Target Retirement Income (VTINX)	_____%
T.Rowe Price Retirement 2040 (TRRDY)	_____%	Vanguard Small Cap Value (VISVX)	_____%
T.Rowe Price Retirement 2050 (TRRMX)	_____%		

Total % All Funds above: _____%

- and/or -

B. I would prefer to use a Model Portfolio consisting of a "pre-mixed" group of mutual funds rather than pick my own (below): *Please note that you can use any combination of individual funds (above) and/or Model Portfolios (below).*

B. Model Portfolios:

STEL Aggressive Model _____%

STEL Conservative Model _____%

STEL Moderate Model _____%



Total % All Investments (Must equal 100%): _____%

Participant Signature

Date

NON-ERISA RETIREMENT PLAN RECORDKEEPING AGREEMENT

P&A Retirement Plan Services, Inc. [also known as The P&A Group], ("P&A") has been directed by the Participant ("Participant") to invest some or all of his/her assets in one or more investment vehicles ("investments") available under the P&A 403(b) Recordkeeping Platform.

THEREFORE;

1. The Participant designates that P&A is authorized as follows:

A. To receive communications pertaining to the Plan from the TPA, Plan Representative as herein defined in letter J below, the Sponsor, or its designee, or any Service Provider and to forward such communications to the appropriate parties.

B. To receive his/her contributions, along with all information required by P&A for the proper investment of such contributions, the investments of same to be completed within 3 to 5 business days after receipt of all required information, assuming said information is received in good order.

C. To receive written instructions pertaining to investment exchanges under the P&A 403(b) Recordkeeping Platform from the Plan Representative and based on these instructions to exchange amounts within and among investments. These written instructions must provide all information required by P&A for the proper exchanges of these investment amounts. Assuming said information is received in good order, any such exchange shall be completed within 3 to 5 business days after receipt of all required information.

D. To take direction for investment exchanges under the P&A 403(b) Recordkeeping Platform, and direction for changes to his/her investment elections for future contributions through the VRU and the Internet, to the extent this capability exists, and to execute such directions in a timely manner.

E. To accept written instructions to select investments, make disbursements, or transfers to other Service Providers on such forms as P&A shall from time to time make available for these purposes. The instructions must provide all information required by P&A to make such investment selections, disbursement or transfers. Assuming said information is received in good order, any such transactions shall be completed within 3 to 5 business days after receipt of all required information.

F. To perform those services described herein, at such times as appropriate, for the compensation set forth therein which P&A hereby is authorized to extract from his/her account balance an annual recordkeeping fee of \$15 and 0.23%.

G. To prepare and mail quarterly statements reflecting his/her account balance in each investment under the P&A 403(b)

Recordkeeping Platform and the total value of said accounts, to be mailed no later than 25 business days after said quarter ends.

H. To prepare Forms 1099 and 945 with respect to distributions. A distribution fee of \$30 will be charged for a distribution from the participant account.

I. To process loans, if allowed by the Plan document, from participant account. A loan fee of \$100 will be required prior to any loan being processed

J. (For purposes of this Agreement, "Plan Representative" shall mean the party designated by the Participant to receive commissions or advisor fees which are directly or indirectly paid.) To provide the Plan Representative access to participant information, including, but not limited to, Investment balances, transaction histories, and investment(s) allocations as frequently as deemed necessary by the Plan Representative.

K. To deduct plan administration fees, if applicable, as directed by the Employer or the Employer's designee.

2. P&A shall not be responsible for performing any services other than those specifically assigned to it by this Agreement.

3. The Participant agrees to indemnify, defend and hold P&A harmless from all liability for any Federal, State or other taxes which may be imposed upon the Participant, or upon any third party acting in any capacity in connection with his/her account, unless such liability is the result of P&A's willful misconduct, negligence, bad faith, or failure to use due care in the performance of the services described in this Agreement.

4. P&A may, from time to time, be required to rely upon the information submitted by other Service Providers. P&A is not responsible for any penalties, disqualification or any other liability due to the failure of any such Service Providers to submit said information on a timely basis or due to said Service Providers' failure to submit accurate information. The Participant agrees to indemnify, hold harmless and defend P&A from all liability, loss and damage (including attorney's fees) and any additional taxes in any manner, directly or indirectly, arising out of an incident or failure of any Service Provider to submit accurate information to P&A on a timely basis.

5. The Participant will provide P&A with all information required by P&A to perform recordkeeping services set forth in this Agreement in a format and within the time limits specified by P&A. The Participant is exclusively responsible for the accuracy of this information. P&A will have no obligation to investigate the accuracy of such information or to perform its services for any period of time during which the Participant has not furnished all information requested by P&A in a timely manner.

6. The Participant will notify P&A of any errors or omissions in any information provided to P&A as soon as possible following discovery of such error or omission. The Participant's remedy and P&A's sole liability for any claims, notwithstanding the

form of such claims (e.g., contract, negligence or otherwise), arising out of errors or omissions in the services provided by P&A will be for P&A to use reasonable efforts to correct any resulting error in its own records or in any reports P&A has prepared for the Participant.

7. Except for its own misconduct or negligence, neither P&A nor any of its officers, directors, or employees, nor any agent of or counsel for any of the foregoing, shall be liable to anyone at any time interested in his/her account, for any act or omission in providing services hereunder. The Participant and P&A each indemnify and hold harmless the other from any claim, liability, obligation or charge arising out of its misconduct or negligence.

8. By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein.

9. Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning his/her account.

10. This Agreement may be amended by P&A, provided notice of such amendment is sent to Participant at least sixty (60) days prior to the effective date of any such amendment, and either the Participant or P&A may terminate this Agreement upon thirty (30) days written notice to the other.

11. This Agreement will be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

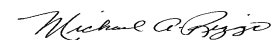
12. The account is established under the Non-ERISA Retirement Plan Recordkeeping Agreement and I understand that P&A Retirement Plan Services, Inc. and MG Trust Company have executed a 403(b)(7) Custodial Agreement ("The Program"). MG Trust will be appointed as Custodian for participant accounts.

13. The amount of any penalty or like fee that is imposed on P&A as a result of any action or inaction by the Participant with respect to his/her account, including but not limited to returned check charges, stop payment charges, or ACH rejection fees. P&A shall be entitled to immediately recoup any such penalty or fee from the Participant's account.

This Agreement is made in and shall be construed pursuant to the laws where P&A has its principal office.

P&A RETIREMENT PLAN SERVICES, INC.

17 Court Street, Suite 500
Buffalo, NY 14202



Michael A. Rizzo, President

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MG TRUST COMPANY, LLC

403(b)(7) CUSTODIAL ACCOUNT AGREEMENT

(Individual, Without Investment Advice)

TERMS AND CONDITIONS

The Customer hereby requests MG Trust Company, LLC, ("**Custodian**"), a trust company under the laws of the State of Colorado, to open a custodial account ("**Account**") for and in the name of Customer and to furnish system and account services to the Customer on the terms and conditions set forth below. The Customer has selected P&A Administrative Services, ("**Recordkeeper**") to recordkeep the assets in the Account. The Recordkeeper is an agent of the Customer and is not an agent of the Custodian. The Custodian has no investment discretion and provides no investment advice with respect to the Account. Customer agrees that this Agreement constitutes a legal, valid, and binding obligation of the Customer.

ARTICLE I - DEFINITIONS

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

1.2 ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.3 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.

1.4 Fund. "Fund" means all of the assets of the Account that may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the 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.

1.5 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. Upon application by the Customer and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Customer or

Recordkeeper subject to immediate confirmation of such Instructions by email or in writing.

1.6 Recordkeeper & Third-Party Administrator: "Recordkeeper" (as named above) means the firm designated to maintain the participant level recordkeeping of plan assets. "Third-Party Administrator" means the firm or individual designated by the Employer to act on their behalf and provide direction to the "Recordkeeper" to manage the plan in accordance with the Code.

1.7 Mutual Fund or Mutual Fund Share(s). "Mutual Fund" and "Mutual Fund Share(s)" means one or more shares issued by a "regulated investment company," as that term is defined in Code Section 403(b)(7)(C).

1.8 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.

1.9 Plan. "Plan" means the plan subject to the requirements of Code Section 403(b)(7), with respect to which some or all of the assets are held by the Custodian pursuant to the terms of this Agreement and that is either made available to or maintained by the Customer, under which the Customer's rights are nonforfeitable (except for failure to pay future contributions) to the extent required by Code Sections 403(b)(1)(C) and 403(b)(6) and the regulations promulgated thereunder.

ARTICLE 2 - ROLE OF CUSTODIAN

2.1 Role. The Custodian shall take, hold, invest, and distribute all of the assets of the Fund as agent of the Customer but not as a fiduciary. The Custodian will serve as a non-discretionary, directed custodian of the Account. The Custodian is responsible for maintaining custody of the assets held in the Account, and for investing those assets as directed by the Recordkeeper on behalf of the Customer. 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 Recordkeeper. 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. The Custodian shall have no responsibility to draft or amend a plan document for the Plan, to administer the Plan, or to assist the Customer or any Recordkeeper in such drafting, amendment, administration, or maintenance. The Custodian has no responsibility to provide

advice with respect to the legal requirements applicable to the Plan or the Account.

2.2 Customer Direction to the Custodian. The Recordkeeper 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 Recordkeeper or Customer 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 Recordkeeper 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.

2.3 Designation of Recordkeeper. Customer hereby designates and authorizes its Recordkeeper 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 Recordkeeper. 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 Recordkeeper. Designation of a Recordkeeper is subject to the following provisions:

2.3.1 Customer agrees that the Custodian may rely on Instructions from the Recordkeeper, and Customer agrees that the Custodian shall be under no duty to make an investigation with respect to any instructions received from the Recordkeeper;

2.3.2 Customer is solely responsible for managing the investment of the Account and for the direction and supervision of the Recordkeeper. All instructions, directions, and/or confirmations received by the Custodian from the Recordkeeper shall be deemed to have been authorized by the Customer;

2.3.3 Customer agrees that the Recordkeeper is not an agent of the Custodian;

2.3.4 Customer may remove the Recordkeeper and designate a new Recordkeeper 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 Recordkeeper. Removal of an Recordkeeper will not have the effect of canceling any Instruction that has been received by the Custodian from the Recordkeeper 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.

2.4 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) without prior approval of the Customer. Custodian may withhold from any distribution made at the direction of the Customer or an Recordkeeper all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. Customer or the Recordkeeper 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.

ARTICLE 3 - CONTRIBUTIONS AND TRANSFERS

3.1 Contributions. The Customer or the Customer's employer may make contributions to the Account consistent with Code Section 403(b)(7), including contributions in accordance with a salary reduction agreement ("Salary Reduction Contributions"). Annual contributions to the Account may not exceed the annual limit on contributions as set forth in Code Section 403(b) and Code Section 415, taking into consideration any other contributions under the Plan or other plans on behalf of the Customer to other contracts or arrangements of the same employer. The determination that such limits are not exceeded shall be the responsibility of the Customer, Third-Party Administrator or Recordkeeper engaged by the Customer. The Custodian will receive and accept for the Account all money, securities and other property transferred and delivered to it from any source at the direction of the Customer or an Recordkeeper. 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.

3.2 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 Account. The Custodian has no duty or authority to require any contributions or transfers to be made under the Plan to the Custodian, compute any amount to be contributed or transferred under the Plan to the Custodian, determine whether amounts received by the Custodian comply with the 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. The Custodian will not maintain the indicia of ownership of any assets of the Account outside the jurisdiction of the district courts of the United States.

The Custodian shall have no responsibility to draft or amend a plan document for the Plan, to administer the Plan, or to assist the Customer in such drafting, amendment, administration, or maintenance, or to ascertain or provide advice with respect to the legal requirements applicable thereto except to the extent of any responsibility imposed upon the Custodian pursuant to the terms of this Agreement. The Customer represents and warrants to the Custodian that the Customer shall maintain the Plan in writing and in compliance with applicable regulations issued under Code Section 403(b), including but not limited to the universal availability requirement and applicable nondiscrimination rules.

3.3 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 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.

3.4 Return of Amounts to the Customer. The Custodian will return contributions to the Customer if the Customer or an Recordkeeper 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 4 - INVESTMENTS

4.1 Investment Control. The Customer will control and manage the investment of the Account except insofar as the Customer permits the Recordkeeper to control the investment of Account assets. 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. Customer authorizes and instructs the Custodian to register all assets of the Fund in the name of the Custodian or of a nominee.

4.2 Processing Transactions. No investment transaction for the Account will be processed until the Custodian receives an 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 Customer or the Recordkeeper which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content

of any Instructions. The Custodian will have no responsibility to see that any investment directions comply with the terms of the Plan. However, if the Custodian receives any direction from the Customer or an Recordkeeper that appears 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. 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 Account. In addition, the Custodian may delay the processing of any investment transaction due to a Force Majeure.

4.3 Other Limitations. The Custodian will invest the Account as directed by the Customer or the Recordkeeper, and the Custodian will have no discretionary control over the investment or reinvestment of any asset of the Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Account, to 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 Recordkeeper 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 such Instruction is received. 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 Recordkeeper. Customer understands that it is solely the Customer's responsibility to direct the Recordkeeper to execute trades or other investments for the Account, and all Instructions, directions, and/or confirmations received from the Recordkeeper 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.

4.4 Cash Balances. The Custodian may invest any cash balances of the Fund in a demand account at United Western 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.

4.5 Purchases and Sales. 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. 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. Notwithstanding any provision herein to the contrary, the Custodian is authorized to invest Plan assets only in Mutual Fund Shares.

ARTICLE 5 - ADMINISTRATIVE MATTERS

5.1 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 Account. All records, books and accounts relating to the Account will be open to inspection by the Customer, provided the Custodian is given reasonable advance written notice of such inspection by the Customer.

5.2 Accounting. The Custodian or its designee shall provide the Customer and Recordkeeper with periodic statements of account activity and fee billings. The Custodian will also furnish the Customer and Recordkeeper with such other information as the Custodian possesses and which the Customer or Recordkeeper reasonably request. An accounting will be deemed to have been approved by the Customer unless the Customer or Recordkeeper 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.

5.3 Valuation of Assets. The assets of the Account will be valued at the most recent fair market value. The Custodian may conclusively rely upon the value of any securities or other property in the Account as reported to the Custodian by the Recordkeeper.

5.4 Record Retention. The Custodian 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, photostatting, photographing, micro-filming, magnetic media, mechanical or electrical recording, or other forms of data retention will be acceptable means of record retention.

ARTICLE 6 - DISTRIBUTIONS

6.1 In General. The Custodian is authorized to distribute securities and cash

investments in the Account to the Customer upon written direction from the Customer or the Recordkeeper, subject to such further written confirmation as the Custodian may 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.

6.2 Special Limitations. Except as otherwise provided herein or permitted by Code Section 403(b), the assets of the Account shall not be distributed or otherwise made available before the Customer: (a) has a severance from employment; (b) attains age 59-1/2; (c) becomes disabled within the meaning of Code Section 72(m)(7); or (d) dies. It shall be solely the Customer's duty to ensure that the requirements of this Section and Code Section 403(b) are met.

6.3 Minimum Distributions; Eligible Rollover Distributions. Consistent with Code Section 403(b)(10), the requirements of Code Section 401(a)(9), relating to required minimum distributions (including requirements similar to the incidental death benefit requirements of Code Section 401(a) and Code Section 401(a)(31), relating to certain rollover distributions, shall apply to amounts held in the Account. The Custodian shall have no obligation to independently determine, administer, or effect distribution of any such amount.

6.3.1 Latest Distribution Date. In no event shall any distribution under this Article 6 begin later than the later of (a) April 1 of the year following the calendar year in which the Customer attains age 70 ½ or (b) April 1 of the year following the year in which the Customer retires or otherwise has a severance from employment. If distributions commence in the calendar year following the later of the calendar year in which the Customer attains age 70 ½ or the calendar year in which the severance from employment occurs, the distribution on the date that distribution commences must be equal to the annual installment payment for the year that the Customer has a severance from employment and an amount equal to the annual installment payment for the year after severance from employment must also be paid before the end of the calendar year of commencement. By that date, the Customer may elect, in a manner acceptable to the Custodian and in accordance with the terms of the Plan, to have the balance in the Custodial Account distributed in a single sum or payments over a period not longer than the life of the Customer or the joint lives of the Customer and his or her designated beneficiary, or such shorter period of time permitted under the terms of the Plan.

6.3.2 Post-Death Distributions. If the Customer dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the Customer dies after distributions from the Customer's Account to the Customer commenced, the remaining amount to be paid to the Customer's beneficiary shall continue to be paid at least as rapidly as under the method of distribution in effect prior to the Customer's death.

(b) If the Customer's death occurs before distribution of his or her Account has commenced, the Customer's Account shall be distributed to the Customer's beneficiary as soon as practicable after notification of the Customer's death. If the beneficiary is not the Customer's surviving spouse, the beneficiary must elect to have distribution of the entire amount payable completed on or before the last day of the calendar year which contains the fifth anniversary of the date of the Customer's death. Notwithstanding the foregoing, the five-year rule shall not apply to a natural person designated as beneficiary by the Customer or under the specific terms of the Plan if (i) such vested interest will be distributed over the life of such designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary), (ii) such distribution to the beneficiary begins no later than December 31 of the calendar year following the calendar year in which the Customer dies or, if such beneficiary is the Customer's surviving spouse, not later than the date on which the Customer would have attained age 70½, and (iii) the beneficiary elects not to have the five-year rule apply.

(c) Alternatively, if elected by the Customer or if there is no designated beneficiary, the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Customer's death. If the Customer dies before his or her entire interest has been distributed and if the designated beneficiary is not the Customer's surviving spouse, no additional contributions may be accepted in the Custodial Account for such Customer.

6.3.3 Required Minimum Distribution. The minimum amount that must be distributed each year, beginning with the year containing the Customer's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 6.3.1 for any year, beginning with the year the Customer reaches age 70 ½ is the Customer's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Treasury

Regulations Section 1.401(a)(9)-9. However, if the Customer's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Customer's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Treasury Regulations Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Customer's (or, if applicable, the Customer and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraph 6.3.2 for a year, beginning with the year following the year of the Customer's death (or the year the Customer would have reached age 70 ½ if applicable) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Treasury Regulations Section 1.401(a)(9)-9) of the Customer's designated beneficiary or surviving spouse, as applicable.

(c) The required minimum distribution for the year the Customer reaches age 70 ½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6.3.4 Eligible Rollover Distributions. A Distributee may elect, at the time and in the manner prescribed by the Plan, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Plan may establish rules and procedures governing the processing of Direct Rollovers and limiting the amount or number of such Direct Rollovers in accordance with applicable Treasury Regulations. Distributions not transferred to an Eligible Retirement Plan in a Direct Rollover shall be subject to income tax withholding as provided under the Code and applicable state and local laws, if any.

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); and (iii) any hardship distribution. Notwithstanding the foregoing, any portion of a distribution

that consists of after-tax contributions which are not includible in gross income may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b), or a qualified plan described in Code Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a) and, effective January 1, 2002, an annuity contract or custodial account described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and which accepts the Distributee's Eligible Rollover Distribution. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA.

(c) A "Distributee" includes an employee or former employee under the Plan who is the Customer. In addition, the Customer's surviving spouse and the Customer's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee

6.4 Distribution of Excess Deferrals. Notwithstanding any provision of the Agreement to the contrary, the Customer or the Recordkeeper may direct the Custodian in writing to distribute "excess deferrals," as defined in Code Section 402(g)(2)(A). If the Customer or the Recordkeeper provides timely written notification to the Custodian of the excess deferral, then the amount of such excess deferral, adjusted for any income or

loss allocable thereto, shall be distributed to the Customer no later than the first April 15 following the close of the taxable year, in accordance with Code Section 402(g)(2)(A) and the regulations thereunder. The Custodian shall have no obligation to independently determine or effect distribution of any such amount.

6.5 Hardship Distributions The Participant who encounters financial Hardship shall be entitled to a distribution from the Participant Account in the form of a single payment of an amount not in excess of the contributions made to the Participant Account pursuant to a Salary Reduction Agreement (but no earnings thereon). This amount will be distributed to the Participant upon receipt of written notice from the Participant for reasons of hardship and certification from the Employer to the Third-Party Administrator that the requirements for a Hardship distribution under the Code have been met, the Third-Party Administrator will instruct the Custodian to make the Hardship Distribution to the Participant. If the Participant Account is subject to Section 205(c)(4) of ERISA, the Participant's spouse, if any, must consent to any withdrawal by the Participant in the manner provided for in that section

(a) Hardship means a present or pending financial need resulting from unusual cost or expenses, such as unexpected medical expenses, higher educational expenses or purchase of a residence within the meaning of Treasury Regulations Section 1.401(k)-1(d)(3).

ARTICLE 7 – LOANS

7.1 General Rules Loans to Participants are permitted unless otherwise restricted by the Plan. If permitted, the following rules, terms and conditions shall apply with respect to the loans to Participants from their Participant Accounts, unless modified by the Plan:

7.1.1 Loans shall be authorized in written form acceptable to the Third-Party Administrator.

7.1.2 Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of 50% of the Participant's entire right, title, and interest in and to Participant Account, evidenced by his promissory note for the amount of the loan (including interest), payable to the order of the Custodian, and such other security as the Custodian or Third-Party Administrator shall require.

7.1.3 Any loan shall bear interest at a reasonable rate as of the time of

application, as determined in a uniform nondiscriminatory method by the Third-Party Administrator or their authorized representative.

7.1.4 No Participant loan shall exceed 50% of the present value of the Participant's vested interest in the Participant Account.

7.1.5 In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event as defined in article 6 occurs under the Custodial Agreement.

7.1.6 The Custodian or Third-Party Administrator shall not have any duty to determine whether a loan authorized to the Participant meets the requirements of this Section or any other requirements of this Section or any other requirements of the Code and shall not be liable to the Employer or Participant for the failure of the loan to meet such requirements.

7.2 Loan limits

7.2.1 No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed 50% of the vested account balance reduced by any outstanding collateral agreement relating to same, or \$50,000 less the excess (if any) of the highest outstanding loan balance during the 1-year period ending on the day before the date on which the loan will be made over the outstanding loan balance on the date on which the loan will be made, whichever is less. This limit shall apply in the aggregate to all custodial accounts or annuity contracts established under Code Section 403(b) by either the Participant or the Employer on behalf of the Participant. In applying this limit, all loans from all plans of the Employer and other members of a group of employers described in Code Section 414(b), 414(c) and 414 (m) are aggregated. An assignment or pledge of any part of the Participant's interest in the Custodial Account shall be treated as a loan under this paragraph.

7.2.2 The minimum loan amount shall be \$1,000.

7.3 Repayment Terms

7.2.1 Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time will be used as the principal residence of the Participant.

7.2.2 Principal and interest paid by a Participant on a loan shall be credited to

the Participant's loan account and invested in the same manner as Salary Reduction Contributions, or the most recent investment direction on file, if no Salary Reduction Contributions are being made.

7.2.3 A Participant's required loan payments during a period of military service may be suspended.

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 Account unless paid directly by the Customer and/or the Recordkeeper within a reasonable time as specified by the Custodian. In addition, the Customer 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 Recordkeeper and the Custodian. The Customer has been informed of such fee schedule and agrees to be bound thereby. The schedule of fees may be changed from time to time upon agreement between the Customer and the Custodian.

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. However, the benefits provided herein and the assets of the Customer's Account shall not be subject, whether voluntary or involuntarily, to alienation, assignment, legal process, garnishment, attachment, execution or levy of any kind (other than with regard to the payment of fees and expenses as authorized by this Custodial Agreement), and any attempt to cause such assets to be so subjected shall not be recognized except to the extent as may be required by law or as provided herein. Neither the foregoing nor any provision of this Custodial Agreement, however, shall restrict compliance with a court order determined to be a "qualified domestic relations order" defined in Code Section 414(p). If the Plan so provides, the amount payable with respect to that order shall immediately be distributed in a single

sum to the "alternate payee" (as defined in Code Section 414(p)).

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.

ARTICLE 10 - INDEMNIFICATION

Customer hereby agrees to hold the Custodian and its affiliates, agents and other representatives (collectively referred to as its "Affiliates") harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits or actions (collectively or individually, "Claims") resulting from their reliance upon any notice or Instruction purporting to have been delivered by the Recordkeeper. Customer waives any and all Claims of any nature it now has or may have against the Custodian and its Affiliates which arise, directly or indirectly, from any action taken in good faith in accordance with any notice or Instruction from the Customer or the Recordkeeper, or any disqualification of a Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Customer or the Recordkeeper; or any other act the Custodian takes in good faith under this Agreement or in connection with the administration of the Fund. 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 the Recordkeeper; 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. Customer hereby agrees to indemnify, defend and hold the Custodian and its Affiliates harmless from and against any and all Claims of any nature whatsoever, including but not limited to legal expenses, court costs, reasonable attorney's fees and costs of investigations and appeals, arising directly or indirectly out of or in connection with this Agreement or the administration of the Fund, provided that the Custodian's acts did not constitute gross negligence or willful misconduct. The provisions of this Article shall survive the termination, amendment, or expiration of this Agreement.

ARTICLE 11 - MISCELLANEOUS

11.1 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 unless Custodian agrees thereto and is fully indemnified in connection therewith by the Customer.

11.2 Applicable Law.

11.2.1 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.

11.2.2 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.

11.3 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 first class mail.

11.4 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.

11.5 Arbitration. The parties agree that any misunderstandings, controversies or disputes arising from this Agreement shall be decided by binding arbitration which shall be conducted in Denver, Colorado, before three (3) arbitrators designated by the American Arbitration Association (the "AAA"), in accordance with the rules of the AAA. The decision of the majority of the arbitrators shall be binding and conclusive upon the parties. 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.

11.6 Excise Tax Transactions. Customer understands that certain transactions are limited or prohibited for tax-exempt retirement plans under ERISA and under certain provisions of the Code. The Custodian shall have no duty to determine whether any transaction is, or has the potential to be, a "prohibited transaction" or subject to such taxes.

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

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

11.9 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.

11.10 Notice:

- a) Notice to Custodian shall be served at:
MG Trust Company, LLC
700 17th St. Suite 200
Denver, CO 80202
- b) Notice to Customer shall be served at the Customer's address on file with the Recordkeeper.
- c) Notice to Recordkeeper shall be served at:
P&A Retirement Plan Services, Inc.
17 Court St. Suite 500
Buffalo, NY 14202

Designation of Beneficiary Form

P&A 403(b)

Employee Name (please print): _____

Employee SS#: _____

I hereby revoke all previous beneficiary designations and direct that my account held at MG Trust be distributed to the designated beneficiary(ies) below.

If you are married and you designate a Primary Beneficiary other than your spouse, please consult your tax advisor about the possible state-law and tax-law implications of this beneficiary designation, including the need for spousal consent (reverse side).

Primary Beneficiary(ies):

Name:	Relationship:	Social Security #:	% Share:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contingent Beneficiary(ies) Complete only if naming a Primary Beneficiary above:

Name:	Relationship:	Social Security #:	% Share:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXECUTED this _____ day of _____, 20_____.

Witness

Signature of Participant

Date of Birth

Designation of Beneficiary Form

P&A 403(b)

COMPLETE ONLY IF YOUR SPOUSE IS NOT YOUR SOLE PRIMARY BENEFICIARY

Spouses Consent:

I hereby approve of, and consent to, the beneficiary designation adopted by my spouse as provided on the Designation of Beneficiary form on the reverse side. I understand that I am entitled to receive a spouse's benefit under the Plan unless I consent to a different beneficiary designation. I also understand that the designation on the reverse side has the effect of causing the death benefit under the Plan to be paid to another beneficiary. I further understand that my spouse may not change the primary beneficiary designation on the reverse side hereof without first obtaining my written consent.

Name of Spouse

Spouses Signature

Date

Sworn to, and witnessed by me, this _____ day of _____ (month), _____ (yr)

Name of Notary Public: _____

Notary Public's Signature: _____

403(b) Contract Exchange or Direct Rollover Form

INSTRUCTIONS:

Please complete the attached forms, sign and return to P&A Retirement Services for processing of your exchange or rollover (faxed copies will NOT be accepted).

*P & A Retirement Services, Inc.
17 Court St. Suite 500
Buffalo, NY 14202
Attn: 403(b) Retirement Plan Services*

Important Notice: New rules regarding the movement of 403(b) assets are in effect beginning September 25, 2007. Please be sure to consult with your financial or tax advisor prior to initiating a contract exchange.

Please contact your current or prior employer or the resigning Trustee/Custodian for additional forms or requirements prior to submitting this form to P&A for authorization and processing. All pertinent information must be completed in order to expedite the transfer/rollover.

There are now 3 types of transactions that may occur with your account:

Contract Exchange: If you have not experienced a qualifying event such as a separation of service, disability, or attainment or age 59½, and you would like to transfer your account between approved providers in your current employer's plan, you may do so via a contract exchange. Please note you may only execute a contract exchange to a provider with whom your current employer has approved in the plan's document and has entered into an Information Sharing Agreement (ISA) with the employer.

Direct Rollover: If you have experienced a qualifying event (i.e. separation of service, disability or attainment of age 59½), you may move your assets to another 403(b) plan. Rollover assets may be subject to different distribution rules in the receiving plan. Please read the receiving plan's documents carefully and consult with your financial or tax advisor prior to initiating a direct rollover.

Plan-to-Plan Transfer: Upon your separation of service you may elect to move your 403(b) account to the 403(b) plan of your new eligible employer. Both your prior and current employers must allow for Plan-to-Plan transfers. Please note that all Plan-to-Plan transfers are subject to the rules of the receiving plan. Please read the receiving plan's documents carefully and consult with your financial or tax advisor prior to initiating a Plan-to-Plan transfer.

403(b) Contract Exchange or Direct Rollover Form

1. ACCOUNT OWNER:

Employer Name

First Name

MI

Last Name

Social Security #

Address

City

State

Zip

2. TYPE OF CURRENT RETIREMENT ACCOUNT YOU ARE TRANSFERRING FROM:

IRA

SEP IRA

SAR-SEP

SIMPLE IRA

403(b)*

457

401(k)*

PROFIT SHARING PLAN

OTHER: _____

*If this account includes Roth contributions, additional information is required.

Roth Balance: \$ _____

Traditional Balance: \$ _____

Roth Contributions: \$ _____

Traditional Contributions: \$ _____

Date of 1st Roth Contribution: _____

3. CURRENT TRUSTEE / CUSTODIAN (INVESTMENT PROVIDER):

Name of Trustee / Custodian

Account # (attach separate sheet if necessary)

Street Address

City

State

Zip

Phone Number: _____ Fax Number: _____

403(b) Contract Exchange or Direct Rollover Form

4. INSTRUCTIONS TO RESIGNING TRUSTEE / CUSTODIAN:

Liquidate/Surrender immediately from the account listed above as follows:

All (approximate value \$_____)

OR

Part: Specify amount - \$_____ or _____%

Please make the transfer / rollover check payable to:

MG Trust Company FBO: _____
(Account Owner's Name)

Account #: TPA000248
Mail to: P&A Retirement Services, Inc.
17 Court St.
Suite 500
Buffalo, NY 14202

5. CONTRACT EXCHANGE

I hereby request a liquidation and tax free contract exchange in the above referenced Tax Sheltered Annuity Contract(s) or Custodial Account under 403(b)(7) to a 403(b)(7) custodial account with the investment vendor indicated in Section 4 above. This account has been established for me in accordance with § 403(b)(7) of the Code. I have appointed the investment vendor in Section 4 above as the successor custodian of such account. This will be a tax free transfer made in accordance with applicable IRS and Treasury Regulations.

Please note loans are non-transferable at this time. Your loan must be repaid to the current custodian prior to that portion or your account transferring at this time.

6. DIRECT ROLLOVER/ PLAN-TO-PLAN TRANSFER

I hereby request a liquidation and tax free Direct Rollover/Plan-to-Plan Transfer of my Tax Sheltered Annuity Contract(s) or Custodial Account under 403(b)(7) to a 403(b)(7) custodial account with investment vendor in Section 3 above. I have appointed investment vendor in Section 4 above as the successor custodian of such account. This will be a tax free transfer made in accordance with applicable IRS and Treasury Regulations.

Please note loans are non-transferable at this time. Your loan must be repaid to the current custodian prior to the rollover or Plan-to-Plan Transfer of your account at this time.

403(b) Contract Exchange or Direct Rollover Form

7. ACCOUNT OWNER AUTHORIZATION

To the current employer, custodian, trustee or insurance company:

I have established a 403(b)(7) retirement account(s) with MG Trust Co. Please disburse my account as indicated in Section 4.

X _____
Account Owner's Signature

Date (mm/dd/yyyy)

** Remember an investment account with P&A403(b) must be established prior to or concurrently with the rollover/transfer of assets. Failure to have investment allocations on file will result in the delay in allocating your account balance or in the return of the rollover/transfer to you. **

8. ACCEPTANCE:

Do not complete below. To be filled out by P&A FYHfYa YbhServices, Inc. as agent for MG Trust Co., LLC

To the current custodian, trustee or insurance company:

MG Trust Co. has agreed to serve as Custodian/Trustee for the above person's retirement plan as designated and will accept the transfer or rollover described above. Please liquidate, and transfer or rollover on a trustee-to-trustee basis all or part of the designated account and send the check as designated in Section 4.

We have established an account for said individual under section 403(b) of the Code, as amended, and we hereby agree to accept the assets you transfer and to hold these assets in an account for the benefit of the individual referenced above. In addition, P&A FYHfYa YbhServices, Inc. represents that it has agreements in place to share information with the appropriate parties for purposes of meeting the requirements of section 403(b) of the Code and applicable Department of the Treasury regulations issued thereunder.

Accepted By: _____
Signature of Authorized Signor

Date (mm/dd/yyyy)

9. THIRD PARTY ADMINISTRATOR (TPA) AUTHORIZATION:

Do not complete below. To be filled out by P&A FYHfYa YbhServices, Inc. as Third Party Administrator (TPA)

To the current custodian, trustee or insurance company:

P&A FYHfYa YbhServices, Inc., as the Third Party Administrator for the 403(b) plan indicated in Section 1 above, has reviewed this request for exchange, transfer or rollover. We agree that the investment vendor indicated in Section 4 as the new custodian is an approved vendor under the 403(b) plan. We authorize you to process this request on behalf of the plan participant as soon as possible.

Authorized By: _____
Signature of Authorized Signor

Date (mm/dd/yyyy)

How to access your account information

A. Via the Web...

You can obtain information about your account and make changes to your investment elections on the Web 24 hours a day, 7 days a week.

To Get Started:

- 1) After you return a completed enrollment form, you will be able to access your account using your temporary login identity as follows:
 - Go to <http://www.pandaretire.com>
 - Username: Your Social Security number (no dashes or spaces)
 - Password: Your complete date of birth (mmddyyyy- i.e. 01151963)
 - Login using your temporary login information. Once you are into the site, you will be able to customize your login identity by clicking on Personal Profile menu item on the main screen.
- 2) If you have any problems accessing the website, please call Customer Service at 1-800-688-2611.
- 3) Be sure to update your Personal Information on the website with a current email address so that we can communicate with you or should you forget your login information down the road.

Things you can do on the Website:

- View your account balance
- Change your personal information and your username and password
- View information about the investment offerings in the plan
- Make changes to your investment choices
- Transfer money between funds
- Set your account up for automatic periodic rebalancing
- Check your portfolio rate of return
- View your transaction history
- Obtain forms
- Model loans (if your plan offers loans)
- Send an email to your Plan's Financial Advisor

B. On the phone...

You can obtain information about your account and make changes to your investment elections over the phone 24 hours a day, 7 days a week

To Get Started:

- 1) Phone 1-866-951-5876
- 2) Enter your Social Security number when prompted
- 3) Enter your PIN number when prompted (the last four digits of your Social Security number)
- 4) Follow the voice prompts for account information.