

Trust Company of America SOLO 401(k) PLAN ACCOUNT APPLICATION



General Instructions

Use these instructions to complete the Solo 401(k) Plan Account Application.

Purpose of this form. This form is required to open a managed Solo 401(k) Account with Trust Company of America providing custodial services to you and your Investment Advisor. This form also requires a separate adoption agreement with the EGTTA amendment to be completed and submitted with the account application.

Do not use this form if you will **not** be adopting the Trust Company of America Solo 401(k) Plan. If you are not adopting the Trust Company plan, use the Qualified Plan Custodial Account Application form.

There are three parties associated with the adoption of any 401(k) plan – Employer, Trustee, and Plan Participant. A business owner may represent all three parties for a SOLO 401(k) plan. Complete the application accordingly.

Where to get additional forms. If additional Trust Company forms are needed, you may either ask your investment advisor or client representative for a copy of the form or download the form online at www.trustamerica.com/advisor-forms.

You must **complete all required fields and provide all required additional forms and documentation** to expedite processing and to avoid requests for additional information. The only exceptions are if a section or entry is listed as 'optional' or 'if applicable'.

'Optional' indicates the section or entry is an elective and non-obligatory service or feature. By entering information in an optional section or entry, you are choosing to participate in the service or feature.

'If applicable' indicates the section or entry is required if certain conditions apply. These conditions are outlined in detail in these instructions.

Print or type all entries. Print clearly in all CAPITAL LETTERS to complete this application. To type entries, a fillable PDF of this form can be found online at www.trustamerica.com/advisor-forms.

Unknown information. If information is requested and you do not know where to obtain the requested information, contact your investment advisor or client representative for direction.

Section 1: Account Type

A. Account Type

Check the appropriate box to indicate the type of account you want to create with this application.

Definitions:

New Trust Company Plan Account is a new custodial account adopting the Trust Company of America Solo 401(k) Plan.

New Plan Account for an Existing Plan is a new custodial account for a previously existing SOLO(k) plan, and the existing plan will restate and adopt the Trust Company of America Solo 401(k) Plan.

Additional Participant Account for an Existing Trust Company Plan is a new custodial account to add an additional owner or spouse to an existing Trust Company of America Solo 401(k) Plan.

B. ROTH Provision

Check the box if you would like to elect or continue a ROTH provision for your account.

C. Additional Requirements

This section outlines any additional information requirements to complete an account application for each account type listed above. *Note: Additional information for beneficiaries and account funding may also be required to complete the application.*

Important: You must **provide all required information** to expedite processing and to avoid requests for additional information.

Adoption Agreement for Trust Company of America Standardized 401(k) Profit Sharing Plan and Trust with EGTTA Amendment form. Required if you are requesting a new Trust Company plan account.

Trust Company Roth 401(k) Amendment Form. Required to elect or continue a Roth Provision.

Current Plan Documents. If you are requesting a new plan account for an existing plan, you must provide a copy of the current plan documents. These are not available from Trust Company.

Additional Beneficiary(ies) Information Form. Recommended to designate more than three beneficiaries.

Institutional Transfer Form. Required if you are transferring an existing account to Trust Company of America.

Section 2: Employer Information

A. Employer Information

Enter all the employer information associated with the plan for this account.

Business Street Address. Your business street address is required. To designate a P.O. Box or mailing address different from your street address, fill in Mailing Address.

Federal Tax Identification Number. The Federal Tax Identification Number (EIN) is the tax identification number assigned to your business. Do not use your Social Security Number. *Note: If your business does not have a Federal Tax Identification Number, you or your tax advisor may obtain one immediately online or by telephone; the instructions for IRS Form SS-4 (available on the IRS website at www.irs.gov) explain how to proceed.*

B. Type of Business

Check the box indicating the employer's type of business. If other, check the box marked Other and enter the type of business below. Then enter the business activity description and IRS business activity code.

IRS Business Activity Code. The IRS Business Activity Code is the same activity code required on IRS forms. If you do not know the activity code for your business, you may search for the appropriate code at www.naicscod.com

Section 3: Participant Account Owner

A. Participant Account Owner

Enter the account owner information for this account.

Name. Enter the legal name of the individual applying for the account.

Mailing address. Enter the mailing address for account statements and account-related correspondence.

B. Street Address, if applicable

Check the 'My Mailing Address Is My Residential Street Address' box, if the two addresses are the same. Your residential street address must be provided if the mailing address above is a P.O. Box, mail drop, or is not your residential street address.

Section 4: Beneficiary Information

A. Marital Status

Check the appropriate box to indicate your marital status. If you are married and your spouse is not designated as the primary beneficiary, the signature of your spouse is required in this section.

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B. Beneficiary(ies)

Enter the primary beneficiary(ies) and any contingent beneficiary(ies) information for this account. For each entry, check the appropriate box to indicate if the designated beneficiary is a primary or contingent beneficiary. Complete the "Additional Information Application Addendum" form if designating more than three beneficiaries.

Note:

- *The beneficiary must be an individual, trust, or entity. The beneficiary must be named on this form; 'spouse', 'children' or 'per stirpes' is not an acceptable designation.*
- *Beneficiary names provided without the social security number will be maintained on file. These names will not be displayed in your online account inquiry application.*
- *If more than one beneficiary is designated, each asset in the account will be divided based on the percent of account balance designation upon the account owner(s) death.*

Important: Due to the important tax consequences, if the residence of the account holder is located in a community property state, the account holder is married, and they are not naming their spouse as sole primary beneficiary, the beneficiary designations should be reviewed by a tax or legal advisor.

Percent of account balance. The percent of account balances must add up to 100% for the designated primary beneficiaries and 100% for the designated contingent beneficiaries. If the percentages do not add up to 100%, Trust Company will assume the beneficiaries own equal shares.

Note: If any primary or contingent beneficiary dies before the account owner does, their interest and the interest of their heirs will terminate completely. The percentage of account balance of any remaining primary beneficiaries will be increased proportionately. If no primary beneficiaries survive the account owner, the contingent beneficiaries will acquire the IRA at their designated percentages.

More than three beneficiaries. If you would like to designate additional beneficiaries, complete, sign, and provide an "Additional Information Application Addendum" form and check the "Additional Beneficiary Information Provided" box at the end of the section.

Trust as beneficiary. To designate a trust as a beneficiary enter the beneficiary information on this application as follows.

Name of beneficiary. Provide the full legal title of the trust. Include a list of all trustees and the date of the trust.

Social security number. Provide the Tax Identification Number (TIN) or the social security number for the trust.

Percent of account balance. Provide the percentage allocated to the trust.

If you need more space for trust information, complete, sign, and provide an "Additional Information Application Addendum" form and check the "Additional Beneficiary Information Provided" box at the end of the section.

Note: If the Tax Identification Number (TIN) for a trust is the same as another beneficiary's social security number, the beneficiary information for the trust will be maintained on file. The trust will not be displayed in your online account inquiry application.

No beneficiaries. If you do not designate a beneficiary with this application, check the "No beneficiaries designated with this application" box at the end of the section. If no valid beneficiary information is designated for your account, your estate will be the beneficiary.

Note: Beneficiary information can be provided and/or modified at any time by completing and signing an "IRA Beneficiary Designation Request" form.

Enter the primary beneficiary(ies) and any contingent beneficiary(ies)

information for this account. For each entry, check the appropriate box to indicate if the designated beneficiary is a primary or contingent beneficiary. (The first beneficiary defaults to primary.)

Percent of Account Balance. The Percent of Account Balances must add up to 100% for the designated primary beneficiaries and 100% for the designated contingent beneficiaries.

More than three beneficiaries. If you would like to designate additional beneficiaries, complete, sign, and attach an Additional Beneficiary(ies) Information form and check the Additional Beneficiary Information form attached box at the end of the section.

No beneficiaries. If you do not have a beneficiary to designate, check the No Beneficiaries option at the end of the section. If no valid beneficiary information is designated, your spouse will be the beneficiary.

Section 5: Account Funding

Check the appropriate box(es) to indicate the methods by which this account will be funded. Select all that apply.

Important: This section outlines the restrictions for each type of funding. If a restriction is not met, funding will not be accepted.

Section 6: Interested Third Party (optional)

If you would like another individual to receive copies of your statements and confirmations, enter their information and check the appropriate box to indicate the information you want them to receive.

Examples of frequent interested third parties are tax accountants, attorneys, and other types of personal representatives. *Note: You, your investment advisor, and your representative will automatically receive statements and confirmations.*

More than one interested third party. If you would like to designate additional interested third parties, complete, sign, and provide an "Additional Information Application Addendum" form and check the "Additional Third Party Information Provided" box at the end of the section.

Section 7: Electronic Delivery and Statement Family (optional)

A. Electronic Delivery

Check the box to consent to e-delivery of statements and other account documents. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements.

B. Statement Family

Check the appropriate box to either create a new Statement Family or add a new account to a current Statement Family. *Note: If adding to a current Statement Family, provide the account information of the primary account holder.*

IMPORTANT: If you have accounts with multiple advisors at Trust Company of America, only the accounts managed by a single investment advisor may be placed in a Statement Family.

Section 8: Plan Trustee

A. Trustee information.

Enter the Trustee information for the plan associated with this account. First, check the box indicating where the plan Trustee Name is located. Then enter the trustee's name and have each trustee sign the application. All Trustees are required to sign the application.

B. Multiple Trustees Authority to Act

If there is more than one Trustee, check the appropriate box to indicate the trustees' authority to act.

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Section 9: Account Manager Information

A. Investment Advisor

Enter the name of the advisory firm managing your account.

Note: As the account owner, you are granting the exclusive authority to your Investment Advisor to direct the investment activities of this account.

B. Representative

If you are working with a representative of the advisory firm, enter the representative information.

Section 10: Signature

It is important for you to read and understand the terms and conditions covering this application before you sign.

Terms and conditions:

- Adoption Agreement for Trust Company of America Standardized 401(k) Profit Sharing Plan and Trust with EGTRRA Amendment (separate document)
- Account Agreement (section 11)
- Trust Company of America's Customer Privacy Information (section 12)
- Truth in Savings Disclosure (section 13)

Sign and date. Read over the signature section carefully, then sign and date the application.

Final Checklist

You must complete all required fields and provide all required forms and documentation to expedite processing and to avoid unnecessary requests for additional information.

We recommend you use the following checklist to make sure you have completed the application.

For all applications:

- Specify account type you are applying for with this application
- Enter all required employer information
- Enter all required participant account owner information
- Specify marital status
- Enter beneficiary information
- Provide all account funding details
- Provide trustee details
- Enter your investment advisor's firm name
- Enter your representative's information, if applicable
- Sign and date

If applying for a new Trust Company plan account:

- Complete, sign, and attach an Adoption Agreement for Trust Company of America Standardized 401(k) Profit Sharing Plan and Trust with EGTRRA Amendment form
- Sign the EGTRRA Amendment form

If applying for a new plan account for an existing plan:

- Provide a copy of the existing plan documents

If adding an additional participant account to an existing Trust Company plan:

- Provide the Trust Company account number for the existing participant account in Section 2C

If electing or continuing a Solo 401(k) Roth Provision

- Complete, sign, and attach a Trust Company of America Roth 401(k) Amendment form

If attaching a check to fund the account:

- Enter the check amount in section 5

If transferring assets:

- Complete, sign, and provide a "Transfer Request" form for each transferring account
- Attach contribution history if transferring an existing plan.

If electing optional services or features:

- Enter Interested Third Party information
- Enter Statement Family Information

If attaching additional information, such as additional beneficiary information:

- Check the appropriate box(es) indicating additional information is attached

Return your completed application as instructed by your investment advisor or your client representative. Questions regarding this form should be directed to your investment advisor.

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SECTION 1: Account Type

A. ACCOUNT TYPE

Select one:

- New Trust Company Plan Account
 New Plan Account for an Existing Plan
 Additional Participant Account for an Existing Trust Company Plan

Note: If you will not be adopting the Trust Company of America Solo 401(k) Plan, do not use this application and complete the Outside Qualified Plan Custodial Account Application form.

B. ROTH PROVISION

- Yes, I elect a Roth provision for my account.

C. ADDITIONAL REQUIREMENTS

Refer to Section 1C in "General Instructions" for additional documentation requirements.

SECTION 2: Employer

A. EMPLOYER INFORMATION

Business Name

Mailing Address

City State Zip+4

Federal Tax Identification Number (EIN)

Business Phone Email Address

B. STREET ADDRESS, if applicable

- Mailing address is business street address

Business Street Address (no P.O. Boxes)

City State Zip+4

C. TYPE OF BUSINESS

- Select one: Sole Proprietorship Partnership Corporation Other

If Other, Specify Type

Business Activity IRS Business Activity Code

D. TRUST COMPANY ACCOUNT NUMBER (if applicable)

If you are adding an additional owner or spouse participant to an existing Trust Company Solo 401(k) Plan Account, enter the account number for the existing participant account.

Trust Company Account Number

Trust Company Account Number

SECTION 3: Participant Account Owner

A. ACCOUNT OWNER

First Name MI Last Name

Mailing Address

City State Zip+4

Social Security Number Date of Birth

Work Phone Home Phone

Email Address

B. STREET ADDRESS, if applicable

- My mailing address is my residential street address

Residential Street Address (no P.O. Boxes)

City State Zip+4

SECTION 4: Beneficiary(ies)

A. MARITAL STATUS

- Select one: Non-Married Married

If your spouse is not designated as SOLE primary beneficiary, your spouse must sign below. *Note: Your spouse must also consent to subsequent change of beneficiary designation if they are no longer the sole primary beneficiary.*

Signature of Spouse Date

B. BENEFICIARY(IES)

I hereby designate the following person(s) as my beneficiary(ies).

1. Select one: Primary Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

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SECTION 4: Beneficiary(ies) Continued

2. Select one: Primary Beneficiary Contingent Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

3. Select one: Primary Beneficiary Contingent Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

Additional beneficiary information attached. *Note: Complete the "Additional Information Application Addendum" form.*

No Beneficiaries. If there is no valid beneficiary information designated, your spouse will be the beneficiary.

SECTION 5: Account Funding

Select all that apply:

By Check. Enclose a check payable to Trust Company of America. The check must be dated on or after the plan effective date.

Check Amount (\$)

By Federal Wire. Notify your Investment Advisor in advance. Wires may only be sent on or after the plan effective date.

By Systematic Contributions. Make arrangements for checks to be sent by your employer to Trust Company of America. Specify deposit instructions identifying Employer and Employee contributions.

Transferring From Another Custodian or Trustee. Include a completed "Transfer Request" form for each transferring account. Attach contribution history if transferring an existing plan.

Note: Trust Company will **not** accept checks or wires received or dated before the execution date (plan effective date) on the plan documents. The plan documents must also be on file with Trust Company prior to receiving any funds (or the plan documents must be received with the initial check funding the account).

SECTION 6: Interested Third Party (optional)

Complete if you would like information provided to a third party. *Note: You, your investment advisor, and your representative automatically receive statements, deposit confirmations, tax forms, and online account access.*

Select all that apply: Statements Deposit Confirmations Tax Forms Online Account Access

Interested Party Name

Trust Company Account Number

SECTION 6: Interested Third Party (optional) Continued

Mailing Address

City State Zip+4

Additional interested third party information attached. *Note: Complete the "Additional Information Application Addendum" form.*

SECTION 7: Electronic Delivery and Statement Family (optional)

A. ELECTRONIC DELIVERY (e-delivery)

With your consent Trust Company can electronically deliver a growing number of account documents including your account statements, reports, and required notices. In order to elect e-delivery you must maintain a valid e-mail address with Trust Company and have access to a computer to retrieve the documents through you're a secure account login. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements. You may withdraw your consent at any time either online through your account or in writing.

I consent to e-delivery of statements and other account documents.

B. STATEMENT FAMILY

Note: If creating a new or adding to a current Statement Family, provide the account information below.

Select one:

- Create a new Statement Family
 Add to current Statement Family

Trust Company Account Number of Primary Account Holder

Account Title

Last 4 digits of Social Security or Tax Identification Number

Investment Advisor

As account owner of the primary account, I hereby acknowledge the request to add accounts to my statements. I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action.

Primary Account Holder Authorization

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SECTION 8: Plan Trustee

A. TRUSTEE INFORMATION

Select one:

- Trustee name is on the Trust Company Adoption Agreement
- Trustee name is on the existing plan documents

Trustee Name

Trustee Signature

Trustee Name

Trustee Signature

B. MULTIPLE TRUSTEES AUTHORITY TO ACT (if applicable)

If more than one Trustee, select one: All trustees may act individually All trustees must act jointly

SECTION 9: Investment Advisor / Account Manager

As account owner, I am granting the authority to the following Investment Advisor to direct the investment activities of this account:

A. INVESTMENT ADVISOR

Firm Name

B. REPRESENTATIVE (if applicable)

Representative Name

Firm Name

Phone #

Mailing Address

City

State

Zip+4

SECTION 10: Signature

I have read and agree to be legally bound by the Trust Company of America corresponding Plan Agreements, Adoption Agreement with EGTRRA Amendment, and Account Agreement (Section 10) and I hereby appoint Trust Company of America to serve as custodian of my custodial account.

I have read and understand Trust Company of America's Customer Privacy Information (Section 11) and Truth in Savings Disclosure (Section 12).

I have considered the concept of "employer" under Internal Revenue Service Code § 414 and confirm that this entity is an owner-only firm which can establish and maintain a Solo 401(k) plan. Trust Company of America must be informed immediately upon the hiring of an employee (except for the spouse of the owner) since the plan will no longer qualify as a Solo (k) plan.

Trust Company Account Number

STATEMENT FAMILY AUTHORIZATION

I authorize Trust Company of America to affiliate my account statement to the party listed as primary account in Section 8. I understand I will no longer receive a statement as a result of this action.

I understand that the primary account of the family is electing the method of delivery and that the primary account can designate a new primary account without further authorization from the other family members.

I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action. If at some later time I wish to discontinue having my statement sent to the primary account, I must send new written instructions to Trust Company of America to make this change.

Plan Administrator (if not Employer/Employee)

Date

Participant Account Owner Signature

Date

SECTION 11: Account Agreement

I hereby request that Trust Company of America, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Centennial, Colorado, open a custodial account in the names listed as Account Owner ("Owner") on this Trust Company of America Account Application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

- A. Account Record Keeping – Custodian shall maintain the account on its computerized system, which provides within each account cash postings, investment activity, account assets, account contributions and account distribution records.
- B. Preparation of Statements and Reports – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor. Custodian may deliver documents either through the U.S. Mail or if the Owner consents through electronic deliver. Owner consent for electronic delivery of documents includes consent to deliver electronically all written communications including statements, notices, and disclosures. Custodian may, at its discretion, deliver some documents through the U.S. Mail. Owners who consent to electronic delivery will maintain electronic access to receive notices that documents are available including providing a valid email address at all times with the custodian. Owner may request withdraw consent for electronic delivery at any time either online or in writing.
- C. Confirmations – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.
- D. Safekeeping of Property – Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian.

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SECTION 11: Account Agreement Continued

Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee. Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.

- E. Transactions – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, the Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the direction of the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, have the power to make all trades through broker/dealers it selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account by account basis. Custodian shall have no responsibility for investment decisions and Custodian shall not be liable for any losses attributable to investments.
- F. Disbursements – Custodian shall make disbursements from the account as and when instructed in writing by the Owner. Owner hereby authorizes Custodian to pay investment advisory fees from the account as and when billed by the Investment Advisor. Custodian may be paid from the account as specified in Paragraph 3 of this Section 10 or directly by the Investment Advisor for custodial services it is providing hereunder.
- G. Proxies – Custodian will facilitate all proxies and accompanying materials solicited by any entity, and all prospectuses issued by any company whose securities are held in the account. ("Shareholder Communications") to be mailed to the Owner within a reasonable period of time after the receipt of such Shareholder Communications by Custodian unless otherwise directed in writing by the Owner. Either Owner or Investment Advisor will have the sole responsibility for voting and/or executing all Proxies. Custodian shall be under no duty to determine how, or if, Proxies are voted or to take any other action in connection with any Shareholder Communication. The Custodian will be under no obligation to forward or return any other corporate material received on behalf of the Plan unless required by law except to the extent outlined in this section.
- H. Sweep Account – Uninvested cash, the investment of which has not been otherwise directed by the Owner or Investment Advisor, shall be invested in a "sweep account." The sweep account will be a savings account, certificate of deposit, time deposit, or similar investment of the Custodian (or an affiliate of the Custodian) which is insured by Federal Deposit Insurance up to \$250,000 per client. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**
- I. Availability of Funds – Deposits made by check may be held until we receive notification from the issuing Financial Institution that funds have cleared.
- J. Federal Deposit Insurance – Federal Deposit Insurance, up to \$250,000 per client. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**
2. Unless a separate designation of beneficiary is received by Trust Company of America, in the event any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no

SECTION 11: Account Agreement Continued

primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of this account.

3. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Custodian and Investment Advisor have entered into a separate arrangement which details the source of fee income to the Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to the Owner upon request a schedule of the fees Custodian charges for the services provided under this Agreement. Custodian reserves the right to modify the schedule of fees.
4. In addition to the payments under Paragraph 3 of this Section 10, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) net interest income from the financial institutions into which "sweep account" deposits are made, (ii) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (iii) securities broker/dealer commissions for executing trades of securities.
5. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Investment Advisor or for failing to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with this Agreement (so long as Custodian's acts did not constitute gross negligence or willful misconduct).
6. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days after notice from Custodian, Custodian may sell assets for cash in order to pay fees due). Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.
7. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.
8. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian's principal place of business. Any party may change its address for notices hereunder by giving notice of such change to the other party.
9. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner or the Investment Advisor so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
10. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.

SECTION 11: Account Agreement Continued

11. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.
12. Any Investment Advisor advertisement appearing on Custodian's written materials, including Investment Advisor logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership. Further, Owner acknowledges that the Investment Advisor has disclosed to the Owner Investment Advisor's fees, and the fees may be used to pay Custodian Fees. In the event of termination of the Service agreement between Custodian and your Investment Advisor, these fees will be charged to the owner.
13. Custodian may modify or amend this Agreement upon 30 days' prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner or the Investment Advisor prior to the effective date of such modification or amendment.
14. If any provision contained in the Agreement conflicts with any IRS, FDIC, NASD, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.
15. Custodian may execute credit/debit transactions in the account via Automated Clearing House (ACH) credit/debit and origination of ACH transactions by owner will comply with the operating rules of the National Automated Clearing House Association (NACHA). Corporate account owners not subject to the Electronic Fund Transfer Act authorize the Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.
16. Owner acknowledges that this agreement and all transactions executed in the account shall be subject to all applicable federal and state laws and regulations, and the rules and regulations of the exchange, market or clearinghouse where such transactions are executed.

SECTION 12: Customer Privacy

Trust Company of America (Trust Company) does not disclose any non-public information about you to non-affiliated third parties unless:

- Authorized by you;
- To protect the confidentiality or security of our records pertaining to you, service, product or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To persons holding a legal or beneficial interest relating to you;
- To persons acting in a fiduciary or representative capacity on behalf of you;
- To respond to judicial process or government regulatory authorities;
- To comply with Federal, State, or local laws, rules and other applicable legal requirements; and
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, State, or local authorities.

Trust Company collects non-public information from:

- You on applications or other forms;
- Information about your transactions with our affiliates, others, or us.

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Trust Company restricts access to your personal and account information to persons who provide products or services to you. Trust Company maintains physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

SECTION 13: Truth in Savings

An institutional account is defined as an account that is managed by an investment advisor who has an agreement with Trust Company of America.

VARIABLE RATE. At our discretion, interest rates and annual percentage yields may change. Please contact your Customer Service Department for current interest rates.

COMPOUNDING AND CREDITING. Interest will be compounded daily. Interest will be credited to your account monthly.

EFFECT OF CLOSING AN ACCOUNT. If you close your account before interest is credited, you will not receive the accrued interest.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL OF INTEREST ON NON-CASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for non-cash items¹ (for example, checks).

TRANSACTION LIMITATIONS. Withdrawals from IRA and qualified retirement plan accounts are subject to IRS and ERISA distribution regulations.

FEES. No fee is imposed in connection with your account, but if applicable, investment advisory fees, custodial fees etc. may be charged against your account. (See your investment advisory agreement for fee information.)

¹ Item is defined in the Uniform Commercial Code as "an instrument or a promise or order to pay money handled by a bank for collection or payment."

-End Form-