

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 who opens an account. What this means for you: When you establish an IRA, you are required to provide your name, residential address, date of birth, and tax identification number. Madison Trust Company may also require other information that will allow it to identify you. As part of the account opening process, Madison Trust Company may verify and validate this information using a third-party verification service.

The participant whose name appears on the accompanying application (the "Participant") is establishing a savings incentive match plan for employees of small employers' individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) of the Internal Revenue Code (the "Code") to provide for his or her retirement and for the support of his or her beneficiaries after death. Madison Trust Company Inc., a South Dakota Corporation, ("Madison Trust") as Custodian named on the accompanying application, has given the Participant the disclosure statement required under Treasury Regulations ("Regulations") section 1.408-6. The Participant and Madison Trust make the following agreement (the "Custodial Agreement"):

ARTICLE I

Madison Trust will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in Code section 408(p). In addition, Madison Trust will accept transfers or rollovers from other SIMPLE IRAs of the Participant, after the 2-year period of participation defined in Code section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in Code section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. No other contributions will be accepted by Madison Trust.

ARTICLE II

The Participant's interest in the balance in the custodial account (the "Custodial Account") is nonforfeitable.

ARTICLE III

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Code section 408(a)(5)).
2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of Code section 408(m)) except as otherwise permitted by Code section 408(m)(3), which provides an exception for certain gold, silver and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

1. Notwithstanding any provision of this Custodial Agreement to the contrary, the distribution of the Participant's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with Code section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Participant's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Participant's required beginning date, April 1 following the calendar year in which the Participant reaches age 70½. By that date, the Participant may elect, in a manner acceptable to Madison Trust, to have the balance in the Custodial Account distributed in:
 - (a) A single sum or
 - (b) Payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated beneficiary.
3. If the Participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the Participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in Paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or if distributions are being made over the period in Paragraph (a)(iii) below, over such period.

(ii) the designated beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in Paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.

(b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) The remaining interest will be distributed in accordance with Paragraphs (a)(i) and (a)(ii) above (but not over the period in Paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½. But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in Paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

4. If the Participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the Participant's surviving spouse, no additional contributions may be accepted in the Custodial Account.

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

(a) The required minimum distribution under Paragraph 2(b) for any year, beginning with the year the Participant reaches age 70½, is the Participant's Custodial 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 Regulations section 1.401(a)(9)-9. However, if the Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's Custodial 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 Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under Paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70½, if applicable under Paragraph 3(b)(i)) 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 Regulations section 1.401(a)(9)-9) of the individual specified in such Paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the Participant reaches age 70½ 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. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the Regulations under Code section 408(a)(6).

ARTICLE V

1. The Participant agrees to provide Madison Trust with all information necessary for Madison Trust to prepare any reports required by Code sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.

2. Madison Trust agrees to submit reports to the Internal Revenue Service (IRS) and the Participant as prescribed by the IRS.

3. Madison Trust also agrees to provide the Participant's employer the summary description described in Code section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any

additional articles that are not consistent with sections 408(a) and 408(p) of the Code and related Regulations will be invalid.

ARTICLE VII

This Custodial Agreement will be amended as necessary to comply with the provisions of the Code and the related Regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

ARTICLE VIII

1. Additional Contributions

In addition to the contributions permitted under Article I of this Custodial Agreement, the Participant may make, subject to the approval of Madison Trust:

One or more contributions to the Custodial Account of amounts equal to the amounts he or she has received as "qualified reservist distributions," within the meaning of Code section 72(t)(2)(G)(ii), in accordance with the provisions of that Code section.

2. Death Beneficiary

The Participant may, in a form and manner prescribed by or otherwise accepted by Madison Trust, designate any person, including an individual, trust, estate, charitable institution or private foundation, as beneficiary or beneficiaries who shall be paid the portion of the Custodial Account that is undistributed at the time of the Participant's death.

The Participant may, in a form and manner prescribed by or otherwise acceptable to Madison Trust, revoke or change a previous designation of beneficiary. The designation of beneficiary last executed by the Participant and accepted by Madison Trust prior to the Participant's death shall be his or her effective designation of beneficiary. If at the time of the Participant's death the Participant had failed to designate a beneficiary, or if the Participant's designation of beneficiary is ineffective for any reason, the Participant's surviving spouse, if any, shall be deemed to be the Participant's designated beneficiary; or if there is no surviving spouse, the Participant's then living issue, by right of representation, shall be deemed to be the Participant's designated beneficiaries; or if there are none, the Participant's estate shall be deemed to be the Participant's designated beneficiary. If a former spouse of the Participant is designated as a beneficiary, such designation shall be deemed to have been revoked upon the termination, dissolution or annulment of the Participant's marriage to the former spouse, except to the extent the former spouse has been re-designated as a beneficiary after termination, dissolution or annulment. If any beneficiary to whom a distribution is to be made is reasonably believed by Madison Trust to be a minor or legally incompetent, Madison Trust, in its sole discretion, may pay all or any portion of such distribution to such individual's parent, guardian, conservator or other legal representative, or, if the individual is a minor, to an account established for the benefit of such individual under the Uniform Transfers to Minors Act, in which event Madison Trust shall not be liable to any person on account of any distribution so made in good faith.

3. Custodial Account Following Death of Participant

(a) If upon the death of the Participant, the Participant's surviving spouse is the sole designated beneficiary of the Custodial Account, the surviving spouse may be treated as the Participant.

(b) If upon the death of the Participant, the Participant's surviving spouse is not the sole designated beneficiary of the Custodial Account, or if the surviving spouse is not treated as the Participant for purposes of this Custodial Agreement pursuant to the preceding Paragraph 34(a), then

(i) if there is more than one designated beneficiary, the Custodial Account shall be divided, in a manner consistent with the Participant's designation of beneficiary, into as many subaccounts as there are designated beneficiaries, **(ii)** no additional contributions shall be made to the Custodial Account,

(iii) the provisions of Paragraph 2 shall apply to the Custodial Account (or the designated beneficiary's subaccount, as the case may be) for any designated beneficiary of the Participant ("original designated beneficiary") who is an individual and any beneficiary designated or deemed to be designated by the original beneficiary ("successor designated beneficiary") who is an individual, provided, however, that any portion of the Custodial Account (or subaccount) that is undistributed at the time of the death of the original designated beneficiary shall be distributed in accordance with the minimum distribution requirements applicable if the original designated beneficiary had not died and **(iv)** the provisions of this Custodial Agreement, other than the provisions relating to required minimum distributions, shall be applicable to and binding upon any beneficiary as if the beneficiary were the Participant.

4. Distributions and Transfers from Custodial Account

Subject to the other provisions of this Custodial Agreement and applicable tax and other laws, Madison Trust shall make distributions upon request from the Participant or shall direct that some or all of the assets of the Custodial Account be transferred to another IRA of the Participant that is not a Roth IRA (within the meaning of Code section 408A) to the extent not inconsistent with Code section 408(p).

5. Authorized Representative; Interested Party

The Participant may designate, in a form and manner prescribed by or otherwise accepted by Madison Trust, a representative ("Authorized Representative") through whom Madison Trust shall be authorized to accept directions for the Custodial Account or designate any person ("Interested Party") who shall be authorized to access Custodial Account information (but shall not be authorized to provide directions). The Participant shall be solely responsible for selecting, instructing and monitoring the Authorized Representative or Interested Party. No Authorized Representative or Interested Party shall be treated for any purpose as an employee, agent or affiliate of Madison Trust, or as controlled, approved, recommended or endorsed by Madison Trust. Madison Trust may construe each written or oral direction provided by the Authorized Representative as having been duly authorized by the Participant. The Participant may remove an Authorized Representative or Interested Party by written notice to Madison Trust, provided, however, that removal of an Authorized Representative shall not have the effect of canceling any notice or direction received by Madison Trust from the removed Authorized Representative before Madison Trust has received written notice of removal and has had a reasonable opportunity to implement cancellation.

6. Participant's Responsibility for Investments and Transactions

(a) The Participant (or the Participant's Authorized Representative) may direct Madison Trust to invest or transact Custodial Account assets in any lawful investment or transaction acceptable to Madison Trust, in a format prescribed by or otherwise acceptable to Madison Trust. Cash balances in the Custodial Account for which no investment instructions have been received shall be subject to the provisions of Paragraph 10 below.

(b) The Participant shall be solely responsible for (i) determining the benefit, prudence, risk, legality, and tax and other consequences of, and to perform any "due diligence" or other investigation with respect to, each investment or transaction involving Custodial Account assets, (ii) monitoring the performance of and transactions involving Custodial Account investments, (iii) determining whether any investment or transaction involving the Custodial Account or its assets is a prohibited transaction under Code section 4975, generates unrelated business taxable income or unrelated debt-financed income under Code sections 512 or 514, is a reportable or listed transaction described in Code section 6707A or may result in any other tax or adverse consequence, (iv) ensuring the receipt of amounts to which the Custodial Account is entitled and taking actions, including the filing and prosecuting of legal actions, as may be in the interest of the Custodial Account, and (v) defending, and bearing or having the Custodial Account bearing the cost of defending, claims brought against the Custodial Account or its assets.

(c) The Participant acknowledges that

(i) Madison Trust reserves the right to not implement certain investment or transaction directions,

(ii) the decision of Madison Trust to not implement any direction shall not be construed as a determination by Madison Trust regarding the benefit, prudence, risk, legality, tax or other consequences of the directed investment or transaction and

(iii) any administrative review conducted by Madison Trust in connection with any directed investment or transaction shall not constitute, and shall not obligate Madison Trust to provide, any opinion, recommendation, prediction or advice regarding the directed investment or transaction.

7. Participant's Administrative Responsibilities

The Participant shall be solely responsible for ensuring proper payment of any taxes, tax penalties and other liabilities, and compliance with the Participant's reporting obligations, in connection with contributions to, disbursements from, or investments or transactions with respect to the Custodial Account, and for the consequences of such payment (or nonpayment) or of any noncompliance with applicable reporting requirements. Among other things, the Participant shall be solely responsible:

(i) for ensuring that any contribution intended to be tax-deductible under the Code or any corresponding provision of state law is so deductible;

- (ii) for ensuring that Custodial Account earnings intended by the Participant to be tax-deferred qualify for tax-deferred treatment;
- (iii) for complying with applicable minimum distribution requirements;
- (iv) for ensuring that contributions intended as tax-free rollover contributions or transfers, as the case may be, qualify as such; and
- (v) for any year that the Custodial Account has unrelated business taxable income and/or unrelated debt-financed income under Code sections 512 or 514 of more than one thousand dollars (\$1,000), for (A) obtaining a taxpayer identification number from the Internal Revenue Service (IRS) for the Custodial Account, (B) preparing on behalf of the Custodial Account and submitting to Madison Trust fully completed federal, state and other tax return forms, including, if applicable, requests for filing extensions, and any other documents required to be filed with the IRS or other agency in connection with such forms, at least five (5) business days before the filing deadline for each such form and (C) at the time such forms are submitted to Madison Trust, authorizing and directing (in writing or in any other manner acceptable to Madison Trust) Madison Trust to execute such forms on behalf of the Custodial Account and to pay with Custodial Account funds amounts the forms report as due. The Participant authorizes and directs Madison Trust to sell or liquidate assets in the Custodial Account, in reverse order of purchase, to the extent necessary to satisfy any tax deficiency with respect to the Custodial Account assessed by the IRS or other taxing authority.

8. Limited Duties of Madison Trust

(a) Subject to the other terms of this Custodial Agreement and applicable law, Madison Trust shall act as custodian of the Custodial Account, and have the duty and authority with respect to the Custodial Account to:

(i) receive all contributions to the Custodial Account and implement the directions of the Participant or the Participant's Authorized Representative;

(ii) hold, purchase, sell, transfer, hypothecate, mortgage, encumber, take title to, record, and obtain title and other insurance for Custodial Account assets according to the directions of (and only if directed by) the Participant or the Participant's Authorized Representative;

(iii) pay insurance premiums, real property and other taxes, and other expenses associated with any Custodial Account assets, according to the directions of (and only if directed by) the Participant or the Participant's Authorized Representative;

(iv) reinvest all realized income from Custodial Account investments according to (and only according to) the directions of the Participant or the Participant's Authorized Representative;

(v) produce and furnish to the Participant a statement showing all contributions, investments, deductions, distributions and other disbursements made to or from the Custodial Account; and

(vi) file and provide to the Participant reports and information required under the Code, the Regulations or the IRS.

(b) Madison Trust shall have no duties except for those expressly imposed under this Custodial Agreement, the Code, the Regulations, other applicable law, or the IRS. Madison Trust shall have no duty to, among other things but not by way of limitation:

(i) ascertain whether any contribution to the Custodial Account is properly made under applicable provisions of the Code or otherwise;

(ii) determine whether the amount of contributions exceeds any limitation under the Code or otherwise;

(iii) determine the tax or other consequences of any distribution requested by the Participant or any beneficiary;

(iv) determine the benefit, prudence, risk, legality, or tax or other consequences of, or to perform any "due diligence" or other investigation with respect, to any directed investment or transaction;

(v) monitor or supervise the Participant's Authorized Representative or question the Participant's or the Participant's Authorized Representative's directions;

(vi) exercise any voting or similar rights with respect to any Custodial Account asset, except as directed by the Participant or the Participant's Authorized Representative; (vii) act as an investment adviser to the Participant or review or provide recommendations with regard to investments or transactions involving the assets of the Custodial Account;

(viii) determine whether any investment or transaction involving the Custodial Account or its assets is a prohibited transaction under Code section 4975, generates unrelated business taxable income or unrelated debt-financed income under Code sections 512 or 514, is a reportable or listed transaction described in Code section 6707A or may result in any other tax or adverse consequence; or

(ix) determine whether any transfer or rollover of assets to or from the Custodial Account complies with the requirements for a tax-free transfer or rollover or whether the custodian, other than Madison Trust, or trustee of any IRA involved in any transfer or rollover is qualified to serve as such.

(c) Madison Trust shall be entitled to assume, without further inquiry, the truth of any statement made, or reasonably believed by Madison Trust to have been made, by the Participant or the Participant's Authorized Representative. If any direction or notice provided by the Participant or the Participant's Authorized Representative is incomplete, ambiguous or unclear, Madison Trust may request completion or clarification of the direction or notice and not act in accordance with the direction or notice or direction until completion or clarification is provided.

(d) Nothing in this Custodial Agreement or otherwise is intended to or shall be construed as imposing for any purpose any fiduciary status or fiduciary duty on Madison Trust with respect to the Custodial Account.

(e) The Participant acknowledges that Madison Trust does not provide any tax, legal, investment or other advice to any person, and no communication or other act by Madison Trust or any of its employees or agents shall be deemed to constitute or may be relied upon as any such advice.

9. Minimum Cash Balance

The Participant shall maintain a minimum balance of \$500 (or such reasonably greater amount as Madison Trust may require upon appropriate notice to the Participant) of uninvested cash in the Custodial Account. Madison Trust, in its discretion, may elect to disregard any direction of the Participant or of the Participant's Authorized Representative to the extent necessary for such minimum balance to be maintained in the Custodial Account. Any cash in the Custodial Account in excess of such minimum balance shall be invested in accordance with the directions of the Participant or the Participant's Authorized Representative, subject to the other terms of this Custodial Agreement. In addition, Madison Trust may elect to resign as custodian of the

Custodial Account under Paragraph 17 in the event that the cash balance in the Custodial Account is less than \$300 for a continuous period of more than 30 calendar days.

10. Uninvested Cash

(a) The Accountholder authorizes and directs Madison Trust: (i) To deposit all cash for which the Accountholder has not provided investment directions into a pooled custodial deposit account or accounts with one or more financial organizations that are unrelated to Madison Trust; (ii) To enter into an agreement with each selected financial organization under which Madison Trust shall maintain all records pertaining to the Custodial Account's interest in the deposit accounts and to receive fees from the financial organizations with whom uninvested cash is deposited for performing services under any such agreement; and to receive and retain any interest that may be earned from any of the selected financial institutions. (iii) To make withdrawals from such deposit accounts to be honored by the financial organizations for purposes of Custodial Account distributions, investments, fees and other disbursements directed or agreed to by the Accountholder or the Accountholder's Authorized Representative.

(b) The Accountholder agrees to indemnify and hold harmless each such financial organization from complying with withdrawal requests or other directions that Madison Trust represents are made behalf of the Custodial Account pursuant to the preceding Paragraph (a).

11. Use of Third Parties

Madison Trust may engage third parties to perform services in connection with the Custodial Account or this Custodial Agreement. The limitations on the duties of Madison Trust under this Custodial Agreement or otherwise shall apply also to each party so engaged.

12. Limitation of Liability; Indemnification of Madison Trust

(a) Madison Trust shall not be liable for taxes, losses or other consequences resulting from investments made or transactions entered into in accordance with the Participant's or the Participant's Authorized Representative's directions or for taking or failing to take any actions in reliance on the instructions or representations of the Participant or the Participant's Authorized Representative.

(b) The Participant shall defend, indemnify and hold harmless Madison Trust, its employees, directors, shareholders, officers, agents and representatives from and against any and all damages, losses, liabilities, claims, actions, costs and expenses, including but not limited to attorneys' fees,

court costs and witness fees, that Madison Trust, or any of such persons may be subject to, incur or pay, based on, as a result of, arising out of or otherwise related in any way to (i) any act of Madison Trust or any other such person with respect to the Custodial Account or (ii) any claim, suit, action or liability asserted against Madison Trust or any such person in connection with any act taken by Madison Trust or any such person pursuant to any direction from the Participant or the Participant's Authorized Representative or for failing to act in the absence of any direction.

13. Account Statements; Valuation of Assets

(a) Madison Trust shall have no responsibility for determining the accuracy of any account statement information based on information provided to Madison Trust by the Participant and/or the Participant's Authorized Representative, or for the particular tax treatment of any amounts reflected on Madison Trust's records.

(b) Madison Trust shall report the value of assets held in the Custodial Account in accordance with any valuation policy as it may adopt and communicate to the Participant. Except as otherwise provided in any adopted valuation policy, (i) any illiquid or non-publicly traded asset held in the Custodial Account shall be valued at its cost or other value first provided to Madison Trust unless Madison Trust receives an updated statement or opinion of the asset's fair market value from the issuer of the asset or a person qualified to appraise the value of the asset and (ii) Madison Trust shall have no responsibility to conduct or arrange for any appraisal of any asset or to verify any value reported to it.

14. Assignment and Alienation

Neither the Participant nor any beneficiary may assign, alienate, transfer or hypothecate his or her interest in the Custodial Account or any portion thereof except (i) as required by law or an order of a court of competent jurisdiction, (ii) to his or her spouse or former spouse in a transfer described in Code section 408(d)(6) or (iii) as may otherwise be expressly permitted in the Custodial Agreement.

15. Recorded Phone Lines

Madison Trust reserves the right to install automatic telephone recording equipment on certain telephone lines to service the Custodial Account. The Participant grants Madison Trust consent to record and play back such calls.

16. Fees and Expenses

(a) In consideration for services under this Custodial Agreement, Madison Trust shall be paid the fees specified on the Fee Schedule provided with this Custodial Agreement. Fees shall be charged to the Custodial Account or, at the option of the Participant, a credit card account as authorized by the Participant; provided, however, that all transaction fees associated with activities within the Custodial Account shall be charged to, and paid from, the Custodial Account only. Custodial Account fees shall be charged for any calendar quarter during which the Custodial Account is maintained by Madison Trust and are not prorated for partial quarters. Termination fees shall be charged upon closure of the Custodial Account. Madison Trust may change the Fee Schedule at any time, with any such change being effective upon 30 days written notice to the Participant.

(b) Madison Trust may charge the Participant and/or the Custodial Account any reasonable expense incurred by Madison Trust in connection with any services that Madison Trust determines are necessary or advisable, or which are expressly directed by the Participant, and which are not included in the services listed on the Fee Schedule. Examples of the foregoing include, but are not limited to, attorney's fees and other legal costs and expenses (i) in defense of, or otherwise on behalf of, the Custodial Account in any arbitration, litigation, investigation or request by any governmental or regulatory agency and (ii) in defense of Madison Trust, if Madison Trust is named in any proceeding involving the Participant or the Custodial Account.

(c) If the Custodial Account does not have sufficient funds to pay fees that are due and the Participant has not authorized Madison Trust to charge fees to a credit card account, or if the account has expired, Madison Trust shall invoice the Participant for fees that are due. Madison Trust in its discretion may terminate the Custodial Account if the Participant fails to timely pay the invoice. Additionally, at the option of Madison Trust, Madison Trust is authorized to liquidate assets of the Custodial Account for any unpaid fee balance and can sell the assets or use the uninvested cash to pay the fee balance. The choice of the selling broker and assets to be sold shall be at Madison Trust's sole discretion. Should fees or expenses not be collected, Madison Trust shall have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees and expenses charged against the account are fully paid. If fees are not paid within thirty (30) days after Madison Trust has mailed the past due notice and invoice, Madison Trust will begin the process of closing the Custodial Account. Any asset distributed directly to the Custodial Account owner as part of closing the Custodial Account will be reported to the IRS on Form 1099-R and may subject the Custodial Account Owner to possible taxes and penalties. Accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administration fees until such time as Custodial Account Owner notifies Madison Trust in writing on a form as required by Madison Trust of his intent to close the account or until Madison Trust resigns and closes the Account as stated above.

17. Resignation and Removal of Madison Trust; Successor Custodian or Trustee

(a) Madison Trust may resign as custodian of the Custodial Account by providing 30 days written notice to the Participant at the Participant's last known address, or may be removed as custodian by the Participant giving Madison Trust written notice and instructions regarding disposition of assets of the Custodial Account. Upon the Participant's receipt of Madison Trust's written notice of resignation, the Participant shall cause the assets of the Custodial Account be transferred to a SIMPLE IRA maintained by another custodian or trustee. Madison Trust shall have no responsibility for determining or advising the Participant if the custodian or trustee designated by the Participant is qualified to act as such or if the recipient account designated by the Participant qualifies as a SIMPLE IRA. If the Participant does not complete such a transfer within 30 days of Madison Trust's written notice to the Participant, Madison Trust may select a successor custodian or trustee at its discretion and complete the transfer or distribute the assets of the Custodial Account to the Participant. Madison Trust shall not be liable for any action or failure of action by any successor custodian or trustee or for any tax consequences that may occur as a result of a distribution or transfer of Custodial Account assets.

(b) If this Custodial Agreement is terminated by either the Participant or Madison Trust, Madison Trust may withhold and/or apply Custodial Account assets to pay any fees, expenses, taxes or liabilities properly chargeable to the Custodial Account.

(c) If Madison Trust is merged with another organization or if Madison Trust is purchased, or substantially all of its assets are acquired by another organization, or if Madison Trust assigns the Custodial Account to a successor custodian or trustee (assuming such successor is qualified to serve as such), that organization then shall become the custodian or trustee of the Custodial Account.

18. Conflicting Claims

In the event that conflicting claims arise, or in the reasonable opinion of Madison Trust may arise, to any assets or rights with respect to the Custodial Account, Madison Trust may cause a court action to be filed with respect to the Custodial Account in accordance with applicable law. Madison Trust shall not be liable to any person for any diminution in value of the Custodial Account or any asset, or of any loss to any person, as a result of any such action which Madison Trust in good faith causes to be filed.

19. Mandatory Arbitration

All claims and disputes of every type and matter in any way associated or connected with this Custodial Agreement or the Custodial Account that may arise between the Participant or any beneficiary and Madison Trust shall be submitted to binding arbitration pursuant to JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall be conducted only at JAMS in Monsey, New York. The Participant expressly waives any right he or she may have to institute or conduct litigation in any other forum or location. The Participant acknowledges that arbitration is final and binding on the parties and that an award rendered by the arbitrator may be entered by any court having proper jurisdiction.

20. Attorneys' Fees

In the event of any dispute or controversy between Madison Trust and the Participant or any beneficiary with regard to the Custodial Account or this Custodial Agreement or any provision hereof, or its interpretation, construction or implementation, or relating to the respective duties of the parties hereunder, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all reasonable fees, costs and expenses, including without limitation, attorneys' fees, costs and expenses incurred by or on behalf of the prevailing party in addition to any award of damages or other relief to which such party is entitled.

21. Non-deposit Investments Not Insured by FDIC

The Participant acknowledges that non-deposit investments, such as stocks, bonds, mutual funds, real estate and private placements, of the Custodial Account are not insured by the Federal Deposit Insurance Corporation and are subject to investment risks, including the loss of principal.

22. Verification of Participant Identification

The Participant acknowledges that to comply with federal law, Madison Trust may request as a condition for establishing the Custodial Account the name, address, date of birth and tax identification number of the Participant, may require other information that will allow Madison Trust to identify the Participant, and may verify the information provided by Participant using a third-party verification service.

23. Governing Law

Except to the extent governed by or subject to the requirements of the Code or other applicable federal law, or preempted by federal law, this Custodial

Agreement shall be governed by and construed and administered under the laws of the State of South Dakota, without giving effect to any state's choice of law provisions.

24. Effective Date

This Custodial Agreement shall take effect upon the Participant's execution of the accompanying SIMPLE IRA Application.

25. Termination

This Custodial Agreement shall terminate upon the earliest of (i) the effective date of the resignation or removal of Madison Trust as custodian in accordance with Paragraph 17 above, (ii) the date all assets of the Custodial Account have been distributed or (iii) the date the Custodial Account ceases to meet the applicable requirements of Code section 408.

26. Amendment

The Participant shall be deemed to have consented to any amendment to this Custodial Agreement that is mailed to the Participant unless the Participant responds in writing to Madison Trust within 30 days of the mailing that the Participant does not consent to the amendment. Madison Trust may elect to resign as custodian in accordance with Paragraph 17 in the event the Participant does not consent to any amendment.

27. Notices

All mailings and notices to the Participant shall be to the most recent email or other address the Participant has furnished to Madison Trust. All mailings and notices to Madison Trust shall be to Madison Administration Company, 21 Robert Pitt Drive, Suite 201, Monsey, NY 10952, or by email to docs@madisontrust.com. Email notices shall be treated as written notices under this Custodial Agreement.

28. Entire Agreement; Binding Effect

This Custodial Agreement, the following SIMPLE Individual Retirement Account Disclosure Statement and, the accompanying IRA Application and Fee Schedule constitute the entire agreement between the Participant and Madison Trust with respect to the subject matter hereof, shall supersede all oral and written agreements, negotiations, understandings and communications regarding such subject matter, and shall inure to the benefit of and be binding on the heirs, assigns and all other successors-in-interest of the Participant and Madison Trust.