457(b) Governmental

CUSTODIAL ACCOUNT AGREEMENT
AND
SERVICES AGREEMENT

CCSNH PLAN ACCOUNT #: 95387

This document is intended to be adopted by a governmental entity only after review by the sponsor and the sponsor's legal counsel. This document has not been submitted to the Internal Revenue Service for review or approval.
INTRODUCTION

The Custodial Account established hereunder is intended to serve as a funding vehicle for the eligible deferred compensation plan established hereunder, constitute a custodial account described in IRC Section 401(f), and shall be treated as a trust under the rules described in Treas. Reg. Section 1.457-8(a).

The Services Agreement established hereunder is intended to set forth the administrative recordkeeping services for the eligible deferred compensation plan established hereunder.

The Plan document (provided by the plan sponsor), the Custodial Account, and Services Agreement are attached hereto and constitute an integral part of this document.

CUSTODIAL ACCOUNT INFORMATION (the “Custodial Account”)

Effective Date: August 8, 2011

CUSTODIAN INFORMATION (the “Custodian”)

Fidelity Management Trust Company
c/o Fidelity Workplace Services LLC
PWI Risk & Compliance
82 Devonshire Street, Mail Zone V6D
Boston, Massachusetts 02109
CUSTODIAL ACCOUNT AGREEMENT

THIS CUSTODIAL ACCOUNT AGREEMENT, dated as of the Effective Date set forth in the Introduction, is between the Sponsor, identified in the Introduction, and the Custodian, also identified in the Introduction.

WITNESSETH:

WHEREAS, the Sponsor is the sponsor of the IRC Section 457(b) eligible deferred compensation plan identified as the Plan in the introduction; and

WHEREAS, the Sponsor wishes to establish a custodial account described in IRC Section 401(f) that is treated as a trust under the rules described in Treas. Reg. Section 1.457-8 and which is exempt from taxation under Section 501(a) of the IRC, to hold and invest assets of the Plan for the exclusive benefit of Participants in the Plan and their beneficiaries in accordance with IRC Section 457(g); and

WHEREAS, the Custodian, a Massachusetts trust company, is willing to hold as custodian the aforesaid plan assets and invest such plan assets in several investment options selected by the Sponsor; and

WHEREAS, the Sponsor also wishes to have the Custodian perform certain ministerial recordkeeping and administrative services for the Plan; and

WHEREAS, the Custodian is willing to perform certain recordkeeping and administrative services for the Plan if the services are purely ministerial in nature and are provided within a framework of Plan provisions, guidelines and interpretations conveyed in writing to the Custodian by the Administrator.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Custodian agree as follows:

Section 1. Definitions.

The following terms as used in this Custodial Account Agreement have the meaning indicated unless the context clearly requires otherwise:

(a) “Administrator” shall mean the “Plan Administrator” of the Plan, as set forth in the Introduction.

(b) “Agreement” shall mean this Custodial Account Agreement, as it may be amended and in effect from time to time.

(c) “Custodial Account” shall mean the custodial account established by the Sponsor and the Custodian pursuant to the provisions of this Agreement.
(d) "Custodian" shall mean Fidelity Management Trust Company, a Massachusetts trust company, and any successor to all or substantially all of its trust and/or custodial business as described in Section 10(c). The term Custodian shall also include any Successor Trustee appointed pursuant to Section 10 to the extent such successor agrees to serve as custodian under this Agreement.

(e) "EDT" shall mean electronic data transfer or similar electronic communication methods which are secure communication methods and are acceptable to the Custodian in its sole discretion.

(f) "Effective Date" shall mean the effective date for the Custodial Account set forth in the Introduction.

(g) "Fidelity Mutual Funds" shall mean the investment companies advised by Fidelity Management & Research Company or any of its affiliates.

(h) "FIIOC" shall mean Fidelity Investments Institutional Operations Company, Inc., an affiliate of the Custodian.

(i) "Final Reporting Date" shall mean the date as of which the Custodian resigns or is removed pursuant to Section 9 hereof or the date as of which this Agreement terminates pursuant to Section 11 hereof.

(j) "Introduction" shall mean the introductory pages attached hereto, which shall be incorporated entirely by reference herein and which constitute an integral part of the Agreement set forth herein.

(k) "IRC" shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

(l) "Participant" shall mean, with respect to the Plan, any employee, former employee or alternate payee with an account under the Plan which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee, former employee or alternate payee until such account has been fully distributed and/or forfeited.

(m) "PIN" shall mean an individual's personal identification number established in accordance with procedures specified by the Custodian in its sole discretion.

(n) "Plan" shall mean the eligible deferred compensation plan for which this Custodial Account serves as a funding vehicle, as set forth in the Introduction.

(o) "Recordkeeping Reconciliation Period" shall mean the period beginning on the date of the initial transfer of assets to the Custodial Account and ending on the date of the completion of the reconciliation of Participant records.

(p) "Reporting Date" shall mean the last day of each fiscal quarter of the Plan, or such other date(s) as mutually agreed to by the Custodian and the Sponsor.
(q) "Sponsor" shall mean the eligible employer as defined in IRC Section 457(e)(1)(A) which has established the Plan, as set forth in the Introduction.

(r) "Successor Trustee" shall mean the trustee or custodian appointed pursuant to Section 10 hereof.

(s) "Termination Date" shall mean the date on which this Agreement terminates.

Section 2. Custodial Account.

The Sponsor hereby establishes the Custodial Account with the Custodian, effective as of the first business day occurring on or after the Effective Date on which the Custodian receives an initial contribution of money or other property acceptable to the Custodian in its sole discretion, made by the Sponsor or transferred from a previous trustee or custodian under the Plan. The Custodial Account shall consist of (1) an initial contribution of money or other property acceptable to the Custodian in its sole discretion, made by the Sponsor or transferred from a previous trustee or custodian under the Plan, (2) such additional sums of money or other property acceptable to the Custodian in its sole discretion as shall from time to time be delivered to the Custodian under the Plan, (3) all investments made therewith and proceeds thereof, and (4) all earnings and profits thereon, less the payments that are made by the Custodian as provided herein, without distinction between principal and income. The Custodian hereby accepts the Custodial Account on the terms and conditions set forth in this Agreement. In accepting this Custodial Account, the Custodian shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement.

Section 3. Exclusive Benefit of Custodial Account Assets.

As required under section 457(g) of the IRC, no part of the Custodial Account’s assets or income may be used for, or diverted to, purposes other than the exclusive benefit of the Participants in the Plan or their beneficiaries or to pay the reasonable expenses of Plan administration, prior to the satisfaction of all liabilities with respect to Participants and their beneficiaries.

Section 4. Disbursements.

(a) Administrator-Directed Disbursements.

The Custodian shall make disbursements in the amounts and in the manner that the Administrator directs from time to time in writing. The Custodian shall have no responsibility to ascertain such direction’s (i) compliance with the terms of the Plan (except to the extent that the terms of the Plan have been communicated to the Custodian in writing by the Sponsor or the Administrator) or with any applicable law, or (ii) effect for tax purposes or otherwise. The Custodian shall have no responsibility to see to the application of any disbursement.

(b) Limitations.
The Custodian shall not be required to make any disbursement in excess of the net realizable value of the assets of the Custodial Account at the time of the disbursement. The Custodian shall make cash disbursements in accordance with the applicable source and fund withdrawal hierarchy specified by the Administrator in writing.

Section 5. Investment of Custodial Account Assets.

(a) Selection of Investment Options.

The Sponsor shall be solely responsible for the selection of investment options under the Plan and this Custodial Account. The Custodian shall not render investment advice to any person in connection with the selection of such options.

(b) Available Investment Options.

The Sponsor shall direct the Custodian as to (1) the investment options in which the Custodial Account shall be invested during the Recordkeeping Reconciliation Period, and (2) the investment options in which Plan Participants may invest following the Recordkeeping Reconciliation Period. The investment options to be available during the Recordkeeping Reconciliation Period shall be determined by the Sponsor and set forth in a separate written agreement between the Sponsor and FIIOC. The investment options to be available following the Recordkeeping Reconciliation Period shall also be determined by the Sponsor in its sole discretion and set forth in a separate written agreement between the Sponsor and FIIOC. The Sponsor may choose to make available to Participants in the Plan all of the Fidelity Mutual Funds which are determined by Fidelity Investments, from time to time, to be available for investment by participants in eligible deferred compensation plans generally.

(c) Participant Direction and Exchanges.

As authorized under the Plan, each Plan Participant shall have the right to direct the Custodian as to the investment option(s) in which the assets in the Participant’s accounts shall be invested among the available investment options. Such directions may be made by Plan Participants in writing, by telephone, electronically, via the Internet or by such other electronic means maintained for such purpose by the Custodian or its agent. Exchange hours, via a Participant service representative, are 8:00 a.m. Eastern Standard Time (“ET”) to 12:00 midnight ET on each business day. A “business day” is any day on which the New York Stock Exchange (“NYSE”) is open. Exchanges through the Voice Response Service (“VRS”) and through Fidelity NetBenefits® (or similar electronic or Internet-based medium) may be made virtually 24 hours a day. FIIOC reserves the right to change these exchange guidelines at any time in its sole discretion. The NYSE’s normal closing time is 4:00 p.m. ET. In the event that the NYSE alters its closing time for any reason, all references to 4:00 p.m. ET shall mean the NYSE closing time, as altered. Participants may call on any business day to exchange between Mutual Funds. If the request is confirmed by FIIOC before 4:00 p.m. ET, it will receive that day’s trade date. Requests confirmed by FIIOC after 4:00 p.m. ET will receive the next business day’s trade date.

In the event that the Custodian fails to receive a proper direction regarding an allocation for a Participant, or if such direction is incomplete or unclear, the Sponsor hereby directs the
Custodian to invest the assets in the default investment selection of Fidelity Money Market Trust – Retirement Government Money Market Portfolio (or, if not available, in Fidelity Money Market Trust – Retirement Money Market Portfolio, or if not available, in Fidelity U.S. Government Reserves, or, if not available, in Fidelity Cash Reserves), pending receipt of proper instructions from the Participant, without liability to anyone for any loss resulting from the delay in implementing such instructions or fund allocation. The Sponsor acknowledges that after the Custodian receives proper direction, any gains or losses attributable to the investment in the default fund shall be taken into account by the Custodian in the allocation of assets to a Participant’s individual account. The Sponsor hereby acknowledges that it has received from the Custodian a copy of the prospectus for the default investment selection of Fidelity Money Market Trust – Retirement Government Money Market Portfolio and for each Fidelity Mutual Fund selected by the Sponsor as a Plan investment option. Custodial Account investments in all Fidelity Mutual Funds shall be subject to the following limitations:

(i) **Execution of Purchases and Sales.** Purchases and sales of Fidelity Mutual Funds (other than for exchanges) shall be made on the date on which the Custodian receives from the Administrator in good order all information, documentation and wire transfer of funds (if applicable) necessary to accurately effect such transactions; provided, however, that each day that the Fidelity Select Funds are open for business as set forth in the Funds’ then current prospectuses (“Business Day”), the Sponsor hereby directs the Custodian to submit for processing all instructions for purchases and redemptions, but not exchanges, of shares of Fidelity Select Funds only once each Business Day immediately prior to the last time on such Business Day at which the Fidelity Select Funds’ net asset values are calculated on such Business Day as specified in the Fidelity Select Funds’ then current prospectuses. For purposes of this Agreement, “in good order” shall mean in a state or condition acceptable to FIIOC in its sole discretion, which FIIOC determines is reasonably necessary for accurate execution of the intended transaction. A Fidelity Select Fund is a Fund available for purchase under this Agreement that is managed by an affiliate of FMR Corp., a Delaware corporation, and designated as a Select Portfolio in its prospectus. Exchanges of Mutual Funds shall be made in accordance with the Exchange Guidelines described above. In the event that the Custodian commits a transactional error relating to a Participant’s investment instructions, the Sponsor or the Participant must notify the Custodian in writing of such incorrect execution of such investment instructions within the earlier of (1) six (6) months of such transaction’s occurrence or (2) forty-five (45) days after the Participant is provided with a quarterly statement that contains such transactional error. Upon expiration of such period, the Custodian shall have no liability whatsoever to anyone with respect to the propriety of its acts or for any loss resulting from such misallocated investments in the Participant’s account.

(ii) **Voting.** At the time of mailing of the notice of each annual or special stockholders’ meeting of any Fidelity Mutual Fund, the Custodian shall send a copy of the notice and all proxy solicitation materials to each Plan Participant who has shares of such Fidelity Mutual Fund credited to his or her accounts, together with a voting direction form for return to the Custodian or its designee, to the extent such materials are provided to the Custodian by the issuer of such Fidelity Mutual Fund. The Custodian may provide the notice and proxy solicitation materials electronically, to the extent
permitted by applicable law. The Participant shall have the right to direct the Custodian as to the manner in which the Custodian is to vote the shares credited to the Participant’s accounts (both vested and unvested). The Custodian shall vote the shares as directed by the Participant. The Custodian shall not vote any shares for which it has received no directions from the Participant. During the Recordkeeping Reconciliation Period, the Sponsor shall have the right to direct the Custodian as to the manner in which the Custodian is to vote the shares of the Fidelity Mutual Funds in the Custodial Account, including Fidelity Mutual Fund shares held in any short-term investment fund or liquidity reserve. In any event, the Custodian shall not vote any Mutual Fund shares for which it has received no directions from the Sponsor.

With respect to all rights other than the right to vote, the Custodian shall follow the directions of the Participant, and if no such directions are received, the directions of the Sponsor. The Custodian shall have no duty to solicit directions from Participants, the Administrator or the Sponsor.

(d) Reliance by Custodian on Directions

(i) The Custodian shall not be liable for any loss or expense which arises from any Participant’s exercise or non-exercise of rights under this Section 5 over the assets held in such Participant’s accounts.

(ii) The Custodian shall not be liable for any loss or expense, or by reason of any breach, which arises from the Sponsor’s exercise or non-exercise of rights under this Section 5, unless it was clear on the direction’s face that the actions to be taken under the Sponsor’s directions would be contrary to the terms of the Plan, as communicated in writing to the Custodian, or this Agreement.

(c) Custodian’s Powers.

The Custodian shall have the following powers and authority:

(i) Subject to paragraphs (b) and (c) of this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Custodial Account, by private contract or at public auction. No person dealing with the Custodian shall be bound to see to the application of the purchase money or other property delivered to the Custodian or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(ii) Subject to paragraphs (b) and (c) of this Section 5, to invest all or any part of the assets of the Custodial Account in short-term investments (including interest-bearing accounts with the Custodian or money market mutual funds advised by affiliates of the Custodian) and in any collective investment trust or group trust, including any collective investment trust or group trust maintained by the Custodian which then provides for the pooling of the assets of plans which are described in Sections 401(a) and 457(b) of the IRC and exempt from tax under section 501(a) of the IRC (or any comparable provisions of any future legislation that amends, supplements or supersedes
these IRC sections), provided that such collective investment trust or group trust is exempt from tax under the IRC or regulations or rulings issued by the IRS. The provisions of the documents governing such collective investment trusts or group trusts, as may be amended from time to time, shall govern any investment therein and are hereby made a part of this Agreement;

(iii) To cause any securities or other property held as part of the Custodial Account to be registered in the Custodian’s own name, in the name of one or more of its nominees, or in the Custodian’s account with the Depository Trust Company of New York and to hold any investments in bearer form; provided, however, the books and records of the Custodian shall at all times show that all such investments are part of the Custodial Account;

(iv) To keep that portion of the Custodial Account in cash or cash balances as the Sponsor or Administrator may, from time to time, deem to be in the best interest of the Custodial Account;

(v) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted;

(vi) To borrow funds from a bank or other financial lending institution which is not affiliated with the Custodian in order to provide sufficient liquidity to process Plan transactions in a timely fashion; provided, however, that the cost of such borrowing shall be allocated in a reasonable fashion to the investment fund(s) requiring such liquidity;

(vii) To settle, compromise, or submit to arbitration any claims, debts, or damages due to or arising from the Custodial Account; to commence or defend lawsuits or legal or administrative proceedings; to represent the Custodial Account in all lawsuits and legal and administrative hearings; and to pay all reasonable costs and expenses arising from any such action from the Custodial Account, if not paid by the Sponsor;

(viii) To employ legal, accounting, clerical, and other assistance as may be required in carrying out the provisions of this Agreement and to pay their reasonable expenses and compensation from the Custodial Account, if not paid by the Sponsor; and

(ix) To do all other acts, although not specifically mentioned herein, as the Custodian may deem necessary to carry out any of the foregoing powers and the purposes of the Custodial Account and this Agreement.

Section 6. Recordkeeping and Administrative Services to Be Performed.

(a) General.

The Custodian shall perform those recordkeeping and administrative services which are necessary for it to fulfill its responsibilities hereunder. In addition, the Custodian, or an affiliate
of the Custodian, shall perform the recordkeeping and administrative services that are agreed to by the Sponsor and FIIOC in a separate Services Agreement, as it may be amended from time to time. All services hereunder shall be performed within the framework of the Administrator’s directions to the Custodian, provided in a form and manner acceptable to the Custodian, regarding the Plan’s provisions, guidelines and interpretations. The Custodian shall not perform any service that might cause the Custodian, in its sole judgment, to be deemed to (i) exercise any discretionary authority or discretionary control respecting management of the Plan or exercise any authority or control respecting management or disposition of its assets, (ii) render investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of such Plan, or have any authority or responsibility to do so, or (iii) have any discretionary authority or discretionary responsibility in the administration of the Plan.

(b) **Accounts.**

The Custodian shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Custodial Account as of each Reporting Date and the Final Reporting Date. Within thirty (30) days following each Reporting Date (or within sixty (60) days following the Final Reporting Date), the Custodian shall file with the Administrator an account setting forth all investments, receipts, disbursements, and other transactions effected by the Custodian between such Reporting Date or the Final Reporting Date, as appropriate, and the immediately preceding Reporting Date, and setting forth the value of the Custodial Account as of such Reporting Date or the Final Reporting Date, as appropriate. Except as otherwise required by law, upon the expiration of six (6) months from the date of filing such account with the Administrator, the Custodian shall have no liability or further accountability to any person or entity with respect to the propriety of its acts or transactions shown in such account (or any Participant-level report provided to a Participant), except with respect to such acts or transactions as to which a written objection was filed with the Custodian within such six (6) month period.

(c) **Inspection and Audit.**

Prior to the termination of this Agreement, all records generated by the Custodian in accordance with Subsections 6(a) and 6(b) shall be open to inspection and audit by the Administrator or any person designated by the Administrator, during the Custodian’s regular business hours. Upon the resignation or removal of the Custodian or the termination of this Agreement, the Custodian shall provide to the Administrator, at no expense to the Sponsor, in the format regularly provided to the Administrator, a statement of each Participant’s account as of the Final Reporting Date, and the Custodian shall provide to the Administrator or the Plan’s new recordkeeper such further records as may be reasonably requested, at the Sponsor’s expense.

(d) **Status of Plan.**

The Sponsor has asserted that the Plan is intended to be an eligible deferred compensation plan as defined in Section 457(b) of the IRC and the Custodial Account established hereunder is intended to be tax-exempt under Section 501(a) of the IRC. The Sponsor has the sole responsibility for ensuring the Plan’s full compliance with applicable law.
If the Plan ceases to be an eligible deferred compensation plan as defined in Section 457(b) of the IRC, the Sponsor shall promptly notify the Custodian in writing.

(c) Returns, Reports and Information.

The Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Custodial Account or Plan by law, unless otherwise provided in the separate Services Agreement between the Sponsor and FIIOC. The Custodian shall provide the Administrator with such information as the Administrator may reasonably request to make these filings. The Administrator shall also be responsible for making any disclosures to Participants which may be required by law, unless otherwise provided in the separate Services Agreement between the Sponsor and FIIOC.

Section 7. Compensation and Expenses.

Unless otherwise paid by the Sponsor, the Custodian shall collect directly out of Participants’ accounts within the Custodial Account all reasonable expenses of account custody, maintenance and recordkeeping, except to the extent such amounts are paid by the Sponsor in a timely manner. All expenses of the Custodian relating directly to the acquisition and disposition of investments constituting part of the Custodial Account, and all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Custodial Account or the income thereof, shall be a charge against and paid from the appropriate Plan Participants’ accounts. The Custodian may redeem Fidelity Mutual Fund shares and use the proceeds of such redemption to pay the foregoing expenses, taxes or fees, or bill the Sponsor directly for such expenses, taxes or fees.

Section 8. Directions and Indemnification.

(a) Identity of Administrator and Sponsor.

The Custodian shall be fully protected in relying on the fact that the Administrator and the Sponsor under the Plan are the individuals or entities named in the Introduction or such other individuals or entities as the Sponsor may subsequently notify the Custodian in a manner acceptable to the Custodian.

(b) Directions from Administrator.

Whenever the Administrator provides a direction to the Custodian, the Custodian shall not be liable for any loss or expense arising from the direction if (i) the direction is contained in a writing (or is oral and immediately confirmed in a writing) signed by any individual whose name and signature have been submitted in writing (and not withdrawn) to the Custodian by the Administrator in a form acceptable to the Custodian in its sole discretion and (ii) the Custodian reasonably believes the signature of the individual to be genuine, unless it was clear on the direction’s face or the Custodian had actual knowledge that the actions to be taken under such direction would be contrary to the terms of this Agreement. Such direction may also be provided to the Custodian by the Administrator through EDT and the Custodian shall be fully protected in...
relying on such electronic direction as if it were a direction made in writing by the Administrator.

(c) **Directions from Sponsor.**

Whenever the Sponsor provides a direction to the Custodian, the Custodian shall not be liable for any loss or expense arising from the direction if (i) the direction is contained in a writing (or is oral and immediately confirmed in a writing) signed by any individual whose name and signature have been submitted in writing (and not withdrawn) to the Custodian by the Sponsor in a form acceptable to the Custodian in its sole discretion and (ii) the Custodian reasonably believes the signature of the individual to be genuine, unless it was clear on the direction’s face or the Custodian had actual knowledge that the actions to be taken under the direction would be contrary to the terms of this Agreement. Such direction may also be provided to the Custodian by the Sponsor through EDT and the Custodian shall be fully protected in relying on such electronic direction as if it were a direction made in writing by the Sponsor.

(d) **Co-Fiduciary Liability.**

The Custodian shall not be liable for any loss or expense arising from any act or omission of any fiduciary under the Plan, except as required by law.

(e) **Indemnification.**

To the extent permitted under State Law, the Sponsor shall indemnify the Custodian, its agents and its affiliates and the successors to all of such entities, and the employees of the Custodian (collectively, “the indemnified parties”), against, and hold the indemnified parties harmless from, any and all loss, damage, penalty, liability, cost and expense, including, without limitation, reasonable attorneys’ fees and disbursements, that may be incurred by, imposed upon, or asserted against the indemnified parties by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or the Custodial Account, excepting only any and all loss, damage, penalty, liability, cost or expense arising solely from the indemnified parties’ negligence or bad faith.

(f) **Survival.**

The provisions of this Section 8 shall survive the termination of this Agreement.

**Section 9. Resignation or Removal of Custodian.**

The Custodian may resign at any time upon sixty (60) days’ prior notice to the Sponsor, unless a shorter notice period is agreed to by the Sponsor. Such notice may be made in writing or by EDT, if acceptable to the Sponsor. The Sponsor may remove the Custodian at any time upon sixty (60) days’ prior notice to the Custodian, unless a shorter notice period is agreed to by the Custodian. Such notice may be made in writing or by EDT, if acceptable to the Custodian.
Section 10. Successor Trustee.

(a) Appointment.

If the office of Custodian becomes vacant for any reason, the Sponsor may appoint a Successor Trustee under this Agreement, which may be either a trustee or a custodian of the assets of the Plan. Such appointment may be made in writing or by EDT, if acceptable to the Custodian. The Successor Trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Custodian under this Agreement. Neither the Custodian nor the Successor Trustee shall be liable for the acts or omissions of the other with respect to the Custodial Account.

(b) Acceptance.

As of the date on which the Successor Trustee accepts its appointment under this Agreement, title to and possession of the Custodial Account assets shall immediately vest in the Successor Trustee without any further action on the part of the Custodian except as may be required to evidence such transition. The Custodian shall execute all instruments and do all acts that may be reasonably necessary and requested in writing or by EDT by the Sponsor or the Successor Trustee to vest title to all Custodial Account assets in the Successor Trustee or to deliver all Custodial Account assets to the Successor Trustee.

(c) Corporate Action.

Any successor to the Custodian or the Successor Trustee, either through sale or transfer of the business or trust department of the Custodian or the Successor Trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Custodian or the Successor Trustee, shall, upon consummation of the transaction, become the Successor Trustee under this Agreement.

Section 11. Termination.

This Agreement may be terminated at any time by the Sponsor upon sixty (60) days’ prior notice to the Custodian, unless a shorter notice period is agreed to by the Custodian. Such notice may be made in writing or by EDT, if acceptable to the Custodian. As of the Termination Date, the Custodian shall transfer and deliver to such individual or entity as the Sponsor shall designate, all cash and assets constituting the Custodial Account as of the Termination Date. If, by the Termination Date, the Sponsor has not notified the Custodian in writing, or by EDT if acceptable to the Custodian, as to the individual or entity to which such cash and assets are to be transferred and delivered, the Custodian may bring an appropriate action or proceeding for leave to deposit with a court of competent jurisdiction. The Custodian shall be reimbursed by the Sponsor for all costs and expenses of any such action or proceeding including, without limitation, reasonable attorneys’ fees and disbursements.
Section 12. **Resignation, Removal, and Termination Notices.**

All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the Sponsor as indicated in the Introduction, and to the Custodian, c/o FMR Corp. Legal Department, FESCo Legal Group, Fidelity Investments, 82 Devonshire Street, Mail Zone F7A, Boston, Massachusetts 02109, or to such other addresses of which the parties have notified each other in writing. Notwithstanding the foregoing, such notices may be provided by EDT, if acceptable to the recipient, in the form and manner designated by such recipient.

Section 13. **Duration.**

This Custodial Account shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination hereof.

Section 14. **Amendment or Modification.**

This Agreement may be amended or modified at any time and from time to time only by an instrument executed by both the Sponsor and the Custodian. Notwithstanding the foregoing, the Custodian may unilaterally change the fees charged to the Sponsor and Plan participants for maintaining the Custodial Account with sixty (60) days’ prior written notice to the Sponsor, unless otherwise agreed to in writing with the Sponsor. In addition, notwithstanding the first sentence of this Section 14, the Custodian may unilaterally amend this Agreement at any time in its sole discretion in order to comply with applicable law, and shall notify the Sponsor of such amendment(s) as soon as practicable.

Section 15. **General.**

(a) **Performance by Custodian, Its Agents or Affiliates.**

The Sponsor acknowledges and authorizes that the services to be provided under this Agreement shall be provided by the Custodian, its agents or affiliates, including, but not limited to, FIIOC, Fidelity Brokerage Services LLC, and REDIBook ECN LLC, or the successor of any of them, and that certain of such services may be provided pursuant to one or more separate contractual agreements or relationships.

(b) **Entire Agreement.**

This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof.
(c) **Waiver.**

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of (i) any other obligation hereunder or (ii) any subsequent failure or refusal to comply with any other obligation hereunder.

(d) **Successors and Assigns.**

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

(e) **Partial Invalidity.**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) **Section Headings.**

The headings of the various sections and subsections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

(g) **Effective Date.**

The effective date of this Custodial Account Agreement shall be the date specified in the Introduction.

**Section 16. Governing Law.**

(a) **Massachusetts Law Controls.**

This Agreement is being made in the Commonwealth of Massachusetts, and the Custodial Account shall be administered as a custodial account under Massachusetts law. The validity, construction, effect, and administration of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, except to the extent those laws are superseded by Federal law.

(b) **Custodial Account Agreement Controls.**

The Custodian is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control.
END OF TEXT OF CUSTODIAL ACCOUNT AGREEMENT
SEE NEXT PAGE FOR SERVICES AGREEMENT
SERVICES AGREEMENT

This Service Agreement dated as of the Effective Date set forth in the Introduction is between the Sponsor, identified in the Introduction, and Fidelity, also identified in the Introduction.

WITNESSETH:

WHEREAS, Sponsor and Fidelity desire to enter into a services agreement, pursuant to which Fidelity will offer to the Sponsor’s eligible employees and their beneficiaries (“Participants”) in the plan (“Plan”) the opportunity to defer compensation under Section 457(b) of the Internal Revenue Code of 1986, as amended (the “IRC”); and

WHEREAS, Sponsor wishes to have Fidelity perform certain ministerial recordkeeping services in accordance with the Plan; and

WHEREAS, Sponsor has established a custodial account described in IRC Section 401(f) that is treated as a trust under the rules described in Treas. Reg. Section 1.457-8 and which is exempt from taxation under Section 501(a) of the IRC to hold assets of the Plan for the exclusive benefit of Plan Participants in accordance with IRC Section 457(g); and

WHEREAS, Fidelity is willing to perform such services, but only if such services are purely ministerial in nature and are provided within the explicit provisions, guidelines and interpretations conveyed in writing to Fidelity by Sponsor.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, Sponsor and Fidelity agree as follows:

Section 1. Services to be Performed

Fidelity shall have the responsibility to perform only those recordkeeping services set forth on Schedule “A” attached hereto and made a part hereof, as amended from time to time. Fidelity shall not perform any service that it considers, in its sole judgment, would cause Fidelity to be treated as a “Fiduciary” of the Plan within the meaning of applicable law. It is hereby acknowledged by Sponsor that certain of such services may be performed by an affiliate or agent of Fidelity pursuant to one or more other contractual arrangements or relationships.

Section 2. Directions

a. By Sponsor

Sponsor shall provide to Fidelity such policies, interpretations, decisions, rules, practices, procedures and directions (collectively, "Directions" and individually, a "Direction") as Fidelity may reasonably request to enable it to perform the services required in accordance with Schedule “A” (which Schedule shall itself be deemed a
Direction) or as Fidelity may require, in its sole judgment, to prevent it from being considered a Fiduciary.

Whenever Sponsor provides a Direction to Fidelity, Fidelity shall be fully protected in relying on the Direction if contained in writing or provided by secure electronic means (or if oral, thereafter confirmed in writing or by secure electronic means), signed by any individual whose name and signature have been submitted by Sponsor in writing to Fidelity in the form of the letter attached hereto as Schedule “B”, provided Fidelity reasonably believes the signature of the individual to be genuine. Fidelity shall have no responsibility to ascertain any Direction's: (i) accuracy; (ii) compliance with the terms of the Plan or the related custody agreement (except to the extend that the terms of the Plan have been communicated to Fidelity in writing by the Sponsor); (iii) compliance with the terms of other applicable state or federal law, or (iv) effect for tax purposes or otherwise, except as required under the terms of this Services Agreement. Sponsor hereby directs Fidelity to treat as Directions:

(i) any transmittal of contributions or data pursuant to Schedule “A”; and

(ii) any instruction received via the telephone, electronically, via the internet or by such other means maintained by Fidelity for such purpose, as to the investment of amounts credited to an account, given through Fidelity’s telephone exchange system in accordance with Section 4(b) herein by a person identifying himself or herself, to the satisfaction of Fidelity, as the employee of Sponsor for whom the account is maintained.

b. By Participants

Each participant, beneficiary or alternate payee (“Participant”) shall direct Fidelity to invest the assets in the Participant’s individual account as between the available investment options as identified in Schedule “A” attached hereto. Participants may make such directions by use of the Voice Response Service (“VRS”) and through Fidelity Netbenefits’ (or similar electronic or Internet-based medium), maintained by Fidelity for such purposes, in accordance with Section 4(b) herein. Participants may also direct Fidelity in writing in which case Fidelity shall act on such written instructions, if sent to the proper address and received in good order before 4 p.m. Eastern Time, on the business day so received. If such written instructions are received after 4 p.m. Eastern Time, Fidelity shall act on said written instructions (if in good order) on the next business day. Sponsor hereby agrees that Fidelity may act upon any such telephonic, electronic or written instructions without question and agrees that any such instructions shall be treated for all purposes hereunder in the same manner as a Sponsor Direction (as defined in Section 2(a) above).

All telephone conversations shall be recorded for the protection of the Participant, Sponsor and Fidelity. A confirmation of the exchange of existing balances and/or change in allocation of future contributions shall be mailed to the
Participant within five (5) business days of the telephonic instruction or within five (5) business days of the receipt, in good order, of a written instruction.

Section 3. Investment Options

Fidelity shall provide recordkeeping services for the investment options as selected by Sponsor and described in Schedule “A” attached hereto. Sponsor represents and warrants that the power to determine which investment options are made available under the Plan is properly reserved to Sponsor under the relevant custodial account documents. Sponsor further represents that it fully understands that Fidelity shall have no responsibility for the selection of investment options under the Plan and shall not render investment advice to any person in connection with the selection of such options.

Section 4. General Operating Procedures

a. Contributions and Redemptions

Fidelity shall execute the purchase and sale of Mutual Fund shares (other than for exchanges) if such purchase(s) and sale(s) are based on a proper Direction. Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which Fidelity receives from the Administrator in good order all information, documentation and wire transfer of funds (if applicable), necessary to accurately effect such transactions.

Redemption requests for distributions to third parties (including alternate payees, beneficiaries, investment advisers and other third parties), or distributions to the Participant which require additional processing, will be processed by Fidelity as soon as is administratively practicable.

b. Exchanges

Exchanges shall be processed as follows: Exchange hours, via a Participant service representative, are 8:00 a.m. Eastern Time (“ET”) to 12:00 midnight ET on each business day. A “Business Day” is any day on which the New York Stock Exchange (“NYSE”) is open. Exchanges through the voice response system (“VRS”) and through Fidelity NetBenefits® (or similar electronic or Internet based medium) may be made virtually 24 hours a day. Fidelity reserves the right to change these guidelines at any time in its sole discretion. The NYSE’s normal closing time is 4:00 p.m. ET. In the event that the NYSE alters its closing time for any reason, all references to 4:00 p.m. ET shall mean the NYSE closing time, as altered. Participants may call on any Business Day to exchange between Mutual Funds. If the request is confirmed by Fidelity before 4:00 p.m. ET, it will receive that day’s trade date. Requests confirmed by Fidelity after 4:00 p.m. ET will receive the next Business Day’s trade date. Participants may call Fidelity on any Business Day to exchange between the mutual funds that are available to Participants in accordance with this Agreement.
c. **Select Funds**

Notwithstanding any provision of this Agreement to the contrary, each day that the Fidelity Select Funds designated on Schedule A are open for business as set forth in the Funds' then current prospectuses (for the purposes of this paragraph "Business Day"), Sponsor directs Fidelity to submit to the transfer agent for the Fidelity Select Funds for processing all instructions for contributions and redemptions, but not exchanges, of shares of the Fidelity Select Funds only once each Business Day immediately prior to the last time at which a Fidelity Select Fund's net asset value is calculated on such Business Day as specified in the Fidelity Select Fund's then current prospectus. Sponsor represents and warrants that the Plan's custodian has been directed by the Sponsor that all instructions for contributions or redemptions of shares of the Fidelity Select Funds received throughout any Business Day shall be submitted for processing to the transfer agent for the Fidelity Select Funds only once each Business Day immediately prior to the last time at which a Fidelity Select Fund's net asset value is calculated on such Business Day as specified in the Fidelity Select Fund's then current prospectus. Sponsor further represents that neither the Custodial Agreement nor any other document governing the operation of the Plan grants to participants or the Plan's custodian the right to direct Fidelity to submit contribution or redemption instructions to the transfer agent for the Fidelity Select Funds other than in accordance with the Direction from the Sponsor to Fidelity given in this Section 4(c).

**Section 5. Distribution Requests, Federal Income Tax Withholding and Reporting**

Fidelity shall not process a distribution request without receiving the following information from Sponsor concerning each distribution:

(a) The name, address (not a post office box), and social security number of the Participant (and the Participant's spouse or other beneficiary if applicable). By forwarding such information, Sponsor is deemed to have certified the accuracy of such information.

(b) A statement of the reason for the payment or distribution and directions as to the type of distribution requested.

If the Sponsor does not provide Fidelity with the information listed in (a) and (b) above, the responsibility for withholding federal income taxes and the reporting thereof shall remain with Sponsor. In circumstances where Fidelity does withhold federal income tax from Participant distributions in accordance with Schedule “A”, Fidelity shall, in a timely and proper manner, deposit and report such amounts under Fidelity's own tax identification number.

**Section 6. Documentation**

The Sponsor must use the Fidelity 457(b) Plan Document and corresponding Custodial Account Agreement. The Sponsor may not add, delete or modify either document in any way.
except as set forth in the Plan Document and Custodial Account Agreement. Sponsor shall provide Fidelity with all Directions (as defined in Section (2)(a)) which Fidelity may reasonably request from time to time in order to perform the recordkeeping services under this Agreement.

Section 7. Records

For the duration of this Agreement, all records generated by Fidelity in the course of performing services in accordance with Schedule “A” shall be open to inspection and audit by Sponsor, or any person designated by Sponsor, during Fidelity's regular business hours at Fidelity's office where such records are maintained. Upon the termination of this Agreement, Fidelity shall provide to Sponsor, in the format theretofore regularly provided to Sponsor, a statement of accounts as of the termination of this Agreement, which will provide substantially the same information compiled as of such termination as the normal quarterly statement of Accounts. Fidelity shall also provide to Sponsor, or to any successor recordkeeper designated by Sponsor, such other records and information as Sponsor may reasonably request, and Fidelity shall be entitled to reasonable compensation from Sponsor for the provision of such other records or information which will be based on reasonable and customary charges for such services. Upon request of Sponsor, Fidelity shall provide all records and information under this section in a format mutually agreed upon by the parties.

Section 8. Qualification Status

This Plan is intended to meet the requirements under Section 457 of the Internal Revenue Code. The Sponsor has sole responsibility for ensuring that the Plan meets the requirements under IRC Section 457, and Fidelity may assume until advised to the contrary that the Plan meets such requirements.

Section 9. Compensation

As consideration for its services under this Agreement, Fidelity shall be entitled to compensation as follows: Each Participant’s account will be assessed an annual maintenance fee of $24. The annual maintenance fee will be deducted directly from Participants’ Accounts, unless paid to Fidelity by the Employer on behalf of its Participants. Fidelity reserves the right to change the amount of the annual maintenance fee at any time in its sole discretion, upon sixty (60) days notice the Sponsor and Participants. 25% of the annual maintenance fee due with respect to Participants’ accounts will be deducted or payable at the end of March, June, September, and December of each calendar year.

Section 10. Duration

This Agreement shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment and termination thereof.

Section 11. Amendment

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This Agreement may be amended or modified at any time by an instrument executed by Sponsor and Fidelity. Any Schedule to this Agreement may be amended or modified at any time by an instrument executed by Sponsor and Fidelity.

Section 12. Termination

Either party, by sixty (60) days written notice to the other, may terminate this Agreement, unless the parties agree to a shorter notice period.

Section 13. Indemnification

To the extent permitted under State Law, the Sponsor shall indemnify Fidelity, its agents and its affiliates and the successors to all of such entities, and the employees of Fidelity (collectively, “the indemnified parties”), against, and hold the indemnified parties harmless from, any and all loss, damage, penalty, liability, cost and expense, including, without limitation, reasonable attorneys’ fees and disbursements, that may be incurred by, imposed upon, or asserted against the indemnified parties by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan, excepting only any and all loss, damage, penalty, liability, cost or expense arising solely from the indemnified parties’ negligence or bad faith.

Section 14. Electronic Services

(a) Fidelity may provide communications and services (“Electronic Services”) and/or software products (“Electronic Products”) via electronic media, including, but not limited to Fidelity Plan Sponsor WebStation®. The Sponsor and its agents agree to use such Electronic Services and Electronic Products only in the course of reasonable administration of or participation in the Plan and to keep confidential and not publish, copy, broadcast, retransmit, reproduce, commercially exploit or otherwise redisseminate the Electronic Products or Electronic Services or any portion thereof without Fidelity’s written consent, except, in cases where Fidelity has specifically notified the Sponsor that the Electronic Products or Services are suitable for delivery to Sponsor’s Participants, for non-commercial personal use by Participants or beneficiaries with respect to their participation in the Plan or for their other retirement planning purposes.

(b) All Electronic Products and Services shall be clearly identified as originating from Fidelity or its affiliate. The Sponsor shall promptly remove Electronic Products or Services from its computer network and/or Intranet, or replace the Electronic Products or Services with updated products or services provided by Fidelity, upon written notification (including written notification via facsimile) by Fidelity.

(c) All Electronic Products shall be provided to the Sponsor without any express or implied legal warranties or acceptance of legal liability by Fidelity, and all Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services. No rights are conveyed to any
property, intellectual or tangible, associated with the contents of the Electronic Products or Services and related material. Fidelity hereby grants to the Sponsor a non-exclusive, non-transferable revocable right and license to use the Electronic Products and Services in accordance with the terms and conditions of this Agreement.

(d) To the extent that any Electronic Products or Services utilize Internet services to transport data or communications, Fidelity will take, and Sponsor agrees to follow, reasonable security precautions, however, Fidelity disclaims any liability for interception of any such data or communications. Fidelity reserves the right not to accept data or communications transmitted via electronic media by the Sponsor or a third party if it determines that the media does not provide adequate data security, or if it is not administratively feasible for Fidelity to use the data security provided. Fidelity shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication. Fidelity shall not be responsible for any loss or damage related to or resulting from any changes or modifications to the Electronic Products or Services after delivering it to the Sponsor.

Section 15. General

This Agreement supersedes all written and oral agreements, communications or negotiations among the parties, and it constitutes the complete and full understanding and agreement of the parties with regard to the subject matter hereof. No waiver by any party of any failure or refusal to comply with an obligation thereunder shall be deemed a waiver of any other subsequent failure or refusal to so comply. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the respective parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except to the extent such laws are superseded by applicable federal laws or regulations.

Section 16. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.
Section 17. **Incorporation of Schedules**

All Schedules and any subsequent amendments, attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.
SCHEDULE A

RECORDKEEPING SERVICES

1. Participant service representatives are available each business day from 8:00 a.m. ET - 12:00 Midnight ET to provide toll free telephone service for Participant inquiries and transactions.

2. Through the automated voice response system and on-line account access via the world wide web, Participants also have virtually 24 hour account inquiry and transaction capabilities.

3. For security purposes, all calls are recorded. In addition, several levels of security are available including the verification of a personal identification number or such other personal identifier as may be agreed to from time to time by the Sponsor and the Trustee.

4. Provide Plan and Participant level accounting for the following asset classifications:

   Deferred Compensation
   Employer Contribution

5. Provide Plan and Participant level accounting for the following investment options:

   MUTUAL FUNDS:

   Fidelity Mutual Funds

   For purposes of this Agreement, "Fidelity Mutual Funds" shall mean registered investment companies advised by Fidelity Management & Research Company. All operating guidelines, procedures and direct fund expenses are governed by each mutual fund’s respective prospectus. In accordance with the Sponsor’s wishes, the following Fidelity Mutual Funds are available for investment to the Plan’s Participants:

   All Fidelity Mutual Funds which are available for investment by institutional retirement plans, including Fidelity Select Funds, and including Fidelity Mutual Funds which subsequently become available for investment by institutional retirement plans.

6. Process exchanges (transfers) between available investment options each Business Day and provide daily valuation of Participant accounts.

7. Fidelity may provide certain e-mail messages to Plan participants and beneficiaries for which it has valid e-mail addresses. Such e-mail messages will be sent to those Plan participants and beneficiaries who provide Fidelity with a valid e-mail address, either
through Fidelity NetBenefits®, Participant Service Representatives, paper-based forms and applications, or for whom Fidelity receives a valid e-mail address from the Sponsor. Any Plan participant or beneficiary for whom Fidelity does not have a valid e-mail address may or may not receive a substantially similar paper version of such e-mailed message.

8. Provide Plan participants with the ability to electronically receive confirmations of certain participant initiated transactions through Fidelity NetBenefits®, changes to investment option selections, changes to deferral elections and exchanges between investment options, in lieu of the paper confirmation of the transaction that would otherwise be provided to the Plan participant via first class mail. Electronic confirmations of transactions are generated upon execution of a transaction and paper confirmations of transactions are delivered by mail within three to five calendar days of the transaction.

9. Prepare, reconcile and deliver a Trial Balance Report presenting all money classes and investments, as requested by Sponsor. The Trial Balance Report is based on the market value as of the last business day of the period requested and, in the absence of unusual circumstances, the Trial Balance Report shall be delivered no later than twenty (20) days after the end of each period requested.

10. Prepare, reconcile and deliver an Administrative Report, which may present both on a Participant and a total Plan basis all money classes, investment positions and a summary of all activity of Participants and Plan as of the last business day of the period requested as requested by Sponsor. In the absence of unusual circumstances, the Administrative Report shall be delivered no later than twenty (20) days after the end of each period requested.

11. Provide paper quarterly account statements to Plan participants via first class mail. However, upon the Plan participant’s request, Fidelity will provide quarterly account statements electronically via Fidelity NetBenefits® in place of the paper statements, and offer the Plan participant the ability to generate customized electronic statements via Fidelity NetBenefits® for account activity during such periods of time as the Plan participant may request.

12. Reconcile and process Participant withdrawal requests as approved and directed by Sponsor. All withdrawal requests shall be paid based on the current market values of a Participant's account, not advanced or estimated values.

13. Prepare, file with IRS, and distribute 1099-R year-end tax reports for Participants who have taken a distribution from the Plan during the tax year.

14. Process requests for transfers and/or rollovers of Participant account balances to and from other investment options and/or providers for the Plan.

15. Process changes related to the administration of the Plan, such as, but not limited to, Participant name and address changes, and beneficiary data, provided Fidelity has the capability to maintain the data.

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16. Process Qualified Domestic Relations Orders in accordance with Sponsor’s written Direction to Fidelity.

17. Process contributions, on a periodic basis, in the prescribed Fidelity format. Fidelity shall not process contribution information unless: (i) it is in good order; and (ii) the contribution check accompanies the tape or diskette (unless funds are sent by wire). Funds by wire shall not be sent until Fidelity notifies Sponsor that all tape or diskette information is in good order and can be processed. Fidelity shall immediately process contribution information received by wire in good order, and may require up to three (3) business days to process contribution information received in good order by a contribution check.

18. Annual prospectuses and semiannual shareholder reports for mutual funds will be mailed to the Sponsor, and to Participants upon request or when making an initial investment in a mutual fund.

19. Process and reconcile Participant account corrections upon the Sponsor’s written request to correct excess contributions, excess aggregate contributions and/or mistakes of fact. Process and reconcile Participant account corrections upon the Sponsor’s or Participant’s written request to correct excess deferrals. Such corrections shall only be made in accordance with Section 2 of this Agreement.

20. Calculate a Participant’s minimum required distribution upon request by a Participant, provided the Participant and/or Sponsor has provided Fidelity with all information required by Fidelity (in the format required by Fidelity). The accuracy of such calculations is limited by the quantity and quality of data provided to Fidelity by the Participant and/or Sponsor.

21. Provide Electronic Funds Transfer (EFT) service to participants to receive plan distributions electronically including: Cash Dividends, Withdrawals, Systematic Withdrawal Payments (SWPs), and Minimum Required Distributions (MRDs).

22. Provision of Fidelity Plan Sponsor Webstation® ("PSW") functionality. PSW may be used to access information such as plan specific balances, participant balances, fund prices, history information, loan information, and update participant data. The Sponsor will be given an individual PSW User ID and password solely for their use. The PSW ID and password are proprietary information that should not be shared with other individuals. The Sponsor will provide Fidelity in writing the names of the authorized administrative users for the purpose of establishing their security profile. The Sponsor will immediately notify Fidelity in writing as staffing changes occur, and upon the termination of any employee who was an authorized administrative user so that Fidelity can disable the PSW User ID and password.