Franklin Templeton Non-ERISA 403(b) Plan

EMPLOYEE & CUSTODIAL ACCOUNT AGREEMENT

TABLE OF CONTENTS

Franklin Templeton 403(b) Plan Contribution Worksheet 1

Franklin Templeton Non-ERISA Covered 403(b) Plan Application Instructions 3

Franklin Templeton Non-ERISA Covered 403(b) Plan Application 5

Franklin Templeton 403(b) Plan Transfer Request Form 9

Employee Custodial Account Agreement 11

For assistance with completing your application, please contact your financial advisor or Franklin Templeton Retirement Services at **(800) 527-2020.**

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Franklin Templeton 403(b) Plan

Contribution Worksheet

The worksheet, which is for your own records, can help you determine the amount of your allowable 403(b) Plan contribution. Your tax advisor may also be of assistance to you in computing your allowable 403(b) Plan contribution. For more information, please review Publication 571, available at your local IRS office or on the IRS website, www.irs.gov.

Year	COLUMN A Maximum Annual Deferral	COLUMN B Age 50+ Annual Catch-Up Contribution	COLUMN C Maximum Dollar Limit
2013	$17,500	$5,500	$51,000

1.	Enter the year for which you are computing your contribution limit:	YEAR	_____
2.	Enter the *Maximum Annual Deferral amount from Column A* for the year:		$_____
3.	If you have reached or will reach age 50 in the year indicated on Line 1, enter the *Age 50+ Catch-Up Contribution amount from Column B:*		$_____
4.	Special Catch-Up Rule: If you have been employed by the same educational organization, hospital, home health service agency, health and welfare agency, church, church association or convention for at least 15 years, complete **a** through **d** below. Otherwise, skip to Line 5.		
	a. Limit under Special Catch-Up Rule:	$ 3,000	
	b. $15,000 minus extra deferrals (i.e., those above the applicable dollar limit) from previous years permitted under the Special Catch-Up Rule:	$ _____	
	c. Years of service multiplied by $5,000, minus all elective deferrals from previous years:	$ _____	
	d. Enter the smallest of **a, b** or **c** above:	$ _____	
5.	Add amounts on Lines 2, 3, and 4d, if any:	TOTAL	$_____
6.	**a.** Enter the *Maximum Dollar Limit amount from Column C*, plus amount on Line 3, if any:	$ _____	
	b. 100% of your includible compensation for the year:	$ _____	
	c. Enter the smaller of **a** or **b** above:	$ _____	
7.	Enter the total amount of employer contributions and forfeitures allocated to your accounts for the year under your 403(b) Plan and any other defined contribution plan (except a 457 plan) maintained by your employer:		$_____
8.	Subtract the amount on Line 7 from the amount on Line 6c:	TOTAL	$_____
You may contribute this amount to your 403(b) Plan.			
9.	Enter the smaller of the amounts on Line 5 or Line 8:		$_____

The information provided in this worksheet is general in nature and should not be considered legal or tax advice. If you are participating in more than one 403(b) Plan or are a part owner in the business that sponsors the Plan, you should consult a tax professional regarding your specific situation. Also, please note that this worksheet is current as of the date printed, but is subject to change, pending release of statutory, regulatory or other guidance.

Franklin Templeton Non-ERISA Covered 403(b) Plan Application Instructions

This section is designed to help you complete the Non-ERISA Covered 403(b) Plan Application beginning on page 5. For ERISA-covered Plans, please ask your financial advisor for the ERISA-Covered 403(b) Plan Application or call Franklin Templeton Retirement Services at **(800) 527-2020.**

A non-ERISA 403(b) Plan is one that is exempt from coverage under Title I of ERISA, which, in part, establishes participants' rights and fiduciaries' duties. Certain plans are provided a statutory exemption from Title I, and these include church plans and governmental plans such as plans for public school employees. In addition, a 403(b) plan may also be exempt [and considered a non-ERISA 403(b) Plan] if the employer plays a very limited role in the ongoing administration and operation of the plan. If you are not sure whether your plan is a non-ERISA 403(b) Plan, please consult with your employer.

1 PARTICIPANT INFORMATION

Fill out this section completely.

2 OPTIONAL SHAREHOLDER PRIVILEGES

You may qualify for investment into your selected fund(s) at a reduced sales charge. Please refer to your fund's prospectus for further information. It can be obtained on franklintempleton.com.

3 INVESTMENT INSTRUCTIONS

Select the fund(s) you'd like to invest in, the share class, and the percentage you'd like invested in each fund.

Enclosed is a list of Franklin Templeton funds available to you. Investors should carefully consider a fund's investment goals, risks, charges and expenses before investing. To obtain a summary prospectus and/or prospectus, which contains this and other information, talk to your financial advisor, call Franklin Templeton at ***(800) 527-2020*** *or visit* ***franklintempleton.com****. Please carefully read the prospectus before investing or sending money.*

4 TELEPHONE EXCHANGE PRIVILEGES

Franklin Templeton automatically extends the telephone exchange privileges to you unless you elect to decline them on the application. These privileges are described in each fund's prospectus.

5 FINANCIAL ADVISOR INFORMATION

If you have a financial advisor, please ask him/her to complete this section.

6 BENEFICIARY DESIGNATION

You may designate beneficiaries for each type of 403(b) Plan Custodial Account you maintain with Franklin Templeton Bank & Trust. If you designate a beneficiary on this application, the designation will apply to all investments (including any future investments) maintained in the Custodial Account opened with this application.

7 AUTHORIZING SIGNATURE

Please be sure to sign and date this section.

8 MAINTENANCE FEE

Regardless of the number of funds you choose, a $35 maintenance fee will apply to each account with a balance of less than $50,000. The maintenance fee is $30 for account balances of $50,000 and over.*

9 MAILING INSTRUCTIONS

Mail the application back to Franklin Templeton Bank & Trust in the postage-paid envelope included with this booklet.

*The maintenance fee will be $30 if the aggregate balance of all your accounts linked under the Cumulative Quantity Discount is $50,000 or more at the time the fee is assessed. Please note that the fee is assessed upon an account closing if the account is closed prior to the December fee assessment.

FRANKLIN TEMPLETON INVESTMENTS

Franklin Templeton **Non-ERISA Covered 403(b) Plan Application**

Use this form to open a Non-ERISA Covered 403(b) Plan for which FTB&T is the Custodian. To open an ERISA-Covered Plan, please use an ERISA-Covered 403(b) Plan Application.

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 open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. If you fail to provide all requested information, it may delay or prevent us from opening an account and making your requested investment(s), and if after your account is open we are unable to verify the information you provide, we may close your account.

For assistance, please call your financial advisor or Franklin Templeton Retirement Services at (800) 527-2020.

1 PARTICIPANT INFORMATION

First name | M.I. | Last name | Date of birth (mm/dd/yyyy) | SSN/TIN

Street address of residence (no P.O. Box Address) | City | State | ZIP

Mailing address (if different from above) | City | State | ZIP

Primary phone number ( ) | Alternate phone number ( ) | ☐ U.S. citizen or resident alien ☐ Nonresident alien

403(b) plan employer

Employer's principal place of business | City | State | ZIP

2 OPTIONAL SHAREHOLDER PRIVILEGES

We offer two ways for you to combine your current purchase of Class A fund shares with other existing Franklin Templeton fund share holdings that might enable you to qualify for a lower sales charge with your current purchase. You can qualify for a lower sales charge when you reach certain "sales charge breakpoints." This quantity discount information is available at **franklintempleton.com** by clicking the "Funds" tab and then choosing "Quantity Discounts."

2A. CUMULATIVE QUANTITY DISCOUNT FOR CLASS A SHARES

☐ I am familiar with the cumulative quantity discount provision of the Fund's prospectus and understand that I can combine the amount of my current purchase of Class A shares with any existing holdings that the prospectus describes as "cumulative quantity discount eligible shares" to determine if I can qualify for a reduced sales charge breakpoint. I also understand that if there are any existing cumulative quantity discount eligible shares that I want combined with my current purchase, I must identify the account(s) in which they are held below or they will not be considered in determining if my current purchase qualifies for a reduced sales charge breakpoint.

I have reviewed the prospectus (or referred to the web address above) and believe that cumulative quantity discount eligible shares are held in the following account(s) (identify by account number):

Account number(s)

2B. LETTER OF INTENT (LOI) FOR CLASS A SHARES

☐ I intend to purchase additional Class A shares issued by one or more Franklin Templeton funds over a 13-month period following my initial purchase in order to be eligible for a sales charge discount. I agree to the terms of the Letter of Intent described in the applicable prospectus(es) and grant Franklin Templeton Distributors, Inc., a security interest in the shares to be reserved. Although I am not obligated to do so, the aggregate amount of Franklin Templeton funds' shares I intend to purchase over the 13-month period will be in an aggregate amount at least equal to:

☐ $50,000 (not applicable for all funds) ☐ $100,000 ☐ $250,000 ☐ $500,000 ☐ $1,000,000 or above

Account number(s)

3 INVESTMENT INSTRUCTIONS

Please refer to the enclosed fund listing for a complete list of investment choices. Please specify the exact fund name.

PLEASE CHECK APPLICABLE BOX(ES): ☐ **Check is enclosed** $ ☐ **Investment pending:** (check one) ☐ Transfer ☐ Salary Deferrals

Check Class A or C, if applicable, next to your fund selection. Class A and C shares have different sales charges and operating expenses, among other differences, as described in each fund's prospectus.

FRANKLIN TEMPLETON FUND NAME[1]	SHARE CLASS[2] (check one)	PERCENTAGE[3]
	☐ A ☐ C	%
	☐ A ☐ C	%
	☐ A ☐ C	%
	☐ A ☐ C	%
	☐ A ☐ C	%
	☐ A ☐ C	%
	☐ A ☐ C	%
	☐ A ☐ C	%
	TOTAL	100%

4 TELEPHONE EXCHANGE PRIVILEGES

You automatically have the convenience of Telephone Exchange Privileges unless you check below. Review your prospectus for a discussion of these privileges. If you decline Telephone Exchange Privileges, they will also not be available to you online.

☐ I do **NOT** want Telephone Exchange Privileges.

5 FINANCIAL ADVISOR INFORMATION (to be completed by the financial advisor, if any)

Financial Advisor name

Name of firm

Main office address | City | State | ZIP

Branch address | City | State | ZIP

Financial Advisor number | Dealer number | Branch number | Daytime phone number ( )

X

Principal or Authorized Signature, Securities Dealer

Date

6 BENEFICIARY DESIGNATION

I designate the following as my beneficiary(ies).[4] (Please check Primary or Contingent for each designated beneficiary.[5] If neither box is checked, each named beneficiary will be considered a Primary beneficiary.)[6]

First name | M.I. | Last name | Date of birth (mm/dd/yyyy) | SSN/TIN

☐ Primary ☐ Contingent | Relationship | Share %[6]

Address | City | State | ZIP

1. Note to Class Z Mutual Series Fund shareholders as of 10/31/96: If you choose a Class Z Mutual Series Fund as one of your 403(b) investments, please write "Class Z" next to the fund name. Please also write in your existing Class Z Mutual Series Fund account number and the words "for reference only" next to it.
2. Class A shares will be purchased if no class of shares is selected, or if you do not have a financial advisor.
3. If not specified, the investments will be divided equally among the funds listed. Contributions must be at least $25 per fund.
4. If designating a trust as a beneficiary, please provide a copy of the title, trustee and signature pages of the trust.
5. The contingent beneficiary(ies) you designate will be entitled to Plan assets in the event no primary beneficiary survives you.
6. Benefits shall be divided equally among primary beneficiaries (or contingent beneficiaries), unless otherwise specified.

Franklin Templeton
Non-ERISA Covered 403(b) Plan Application (cont'd.)

FRANKLIN TEMPLETON INVESTMENTS

6 BENEFICIARY DESIGNATION (cont'd. from previous page)

First name | M.I. | Last name | Date of birth (mm/dd/yyyy) | SSN/TIN

☐ Primary ☐ Contingent | Relationship | Share %[6]

Address | City | State | ZIP

First name | M.I. | Last name | Date of birth (mm/dd/yyyy) | SSN/TIN

☐ Primary ☐ Contingent | Relationship | Share %[6]

Address | City | State | ZIP

7 AUTHORIZING SIGNATURE

By signing below, I certify and agree that I have received and hereby adopt the Franklin Templeton 403(b) Employee Custodial Account Agreement appointing Franklin Templeton Bank & Trust, F.S.B. as Custodian of my 403(b) Plan and agree to all of the terms of that agreement.

- I have received and agree to the terms of the prospectus for each Franklin Templeton fund selected above.
- I hereby consent to an account maintenance fee. A $35 maintenance fee will apply to each account with a balance of less than $50,000. The maintenance fee is $30 for accounts with balances of $50,000 and over.[7]
- I hereby certify that the information contained herein is true, correct and complete, and that I have legal capacity and am of legal age to enter into this agreement. You may verify this information with others, including third-party credit reporting agencies and databases and U.S. and/or foreign government agencies. If you are unable to verify my information, you are authorized to close my account by redeeming shares at the then applicable net asset value.
- You are authorized to provide any information about my account(s) to my dealer or other financial advisor.
- I will review all statements upon receipt at the address of record, and will notify you immediately if there is a discrepancy.
- I consent to the recording of our telephone conversations when I call you regarding my shares and account(s).
- I understand that my property may be transferred to the appropriate state if no activity/communication occurs in the account within the time period specified by my state's law.

I understand that mutual fund shares are not deposits or obligations of, or guaranteed or endorsed by, any bank, and are not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency of the U.S. Government, and that an investment in mutual fund shares involves risks, including the possible loss of principal.

AUTHORIZED SIGNATURE

X _____ Date _____

Please mail to	WEST COAST	EAST COAST
	Franklin Templeton Bank & Trust, F.S.B. P.O. Box 997153 Sacramento, CA 95899-7153	Franklin Templeton Bank & Trust, F.S.B. P.O. Box 33033 St. Petersburg, FL 33733-8033
Overnight	3344 Quality Drive Rancho Cordova, CA 95670-7313	100 Fountain Parkway St. Petersburg, FL 33716-1205

Not FDIC Insured | May Lose Value | No Bank Guarantee

7. The maintenance fee will be $30 if the aggregate balance of all of the participant's accounts linked under the Cumulative Quantity Discount is $50,000 or more at the time the fee is assessed. The fee will be assessed upon closing of an account, if the account is closed prior to the December fee assessment.

12/11

FRANKLIN TEMPLETON INVESTMENTS

Franklin Templeton 403(b) Plan Transfer Request Form

Please use this form when transferring all or a portion of your present 403(b) Plan from another institution to Franklin Templeton Bank & Trust, F.S.B. You will also need to complete a 403(b) Plan Application, if you haven't already done so.

For assistance, please call your financial advisor or Franklin Templeton Retirement Services at (800) 527-2020.

1 PARTICIPANT INFORMATION

First name | M.I. | Last name | Date of birth (mm/dd/yyyy) | SSN/TIN

Street address of residence (no P.O. Box address) | City | State | ZIP

Mailing address (if different from above) | City | State | ZIP

Primary phone number ( ) | Alternate phone number ( )

☐ U.S. citizen or resident alien ☐ Nonresident alien

2 TRANSFER INSTRUCTIONS

Current 403(b) Custodian name | Daytime phone number ( )

Address | City | State | ZIP

Account number(s)

PLEASE ATTACH A COPY OF A RECENT ACCOUNT STATEMENT.

NAME OF MUTUAL FUND OR INVESTMENT TRANSFERRING FROM	ACCOUNT NUMBER		AMOUNT TO BE TRANSFERRED or	PERCENTAGE
		☐ Balance ☐ Partial	$	%
		☐ Balance ☐ Partial	$	%
		☐ Balance ☐ Partial	$	%
		☐ Balance ☐ Partial	$	%

NOTE: All amounts to be transferred should be sold (liquidated) except for Franklin Templeton fund shares, which shall be transferred in kind, and no transfer amount shall include any after-tax contributions including Roth 403(b) contributions.

3 INVESTMENT INSTRUCTIONS

Invest my proceeds (described in Section 2) in the following manner:

FRANKLIN TEMPLETON FUND NAME	ACCOUNT NUMBER[1]	ALLOCATION PERCENTAGE[2]
		%
		%
		%
		%
		%
		%
	TOTAL	100%

1. If account number is unavailable, a new 403(b) Plan Application must accompany this request form (or be provided to Franklin Templeton Bank & Trust [FTB&T] in concurrence with this request).
2. If not specified, the investments will be divided equally among the funds listed. Contributions must be at least $25 per fund.

4 EMPLOYER-SPONSOR AUTHORIZATION

PARTICIPANT: Is the employer-sponsor of your Franklin Templeton 403(b) account the same employer-sponsor of the 403(b) account you intend to transfer to Franklin Templeton?

☐ YES, the employer-sponsor of my Franklin Templeton 403(b) is also the employer-sponsor of the 403(b) account I intend to transfer to Franklin Templeton.

☐ NO, the employer-sponsor of the account I intend to transfer is not the employer-sponsor of my Franklin Templeton 403(b) account.

TO BE COMPLETED BY THE EMPLOYER-SPONSOR OF YOUR FRANKLIN TEMPLETON 403(B) ACCOUNT:

I authorize the requested transfer of 403(b) assets from the current Custodian to Franklin Templeton Bank & Trust.

X _____ Date _____ Phone ( )

Employer or Third Party Authorized Signature

Name of Signer (Please Print) _____ Name of Employer _____

Employer's street address _____ City _____ State _____ ZIP _____

5 PARTICIPANT'S AUTHORIZATION

I have established a 403(b) Plan with Franklin Templeton Bank & Trust, F.S.B. (FTB&T). Please accept this as your authorization to transfer the assets noted above to FTB&T in the manner indicated above.

X _____ Date _____

Signature

NOTE: To complete this transfer, your existing 403(b) Custodian may require a separate letter of instruction, a signature guarantee, or other special requirements if any of your current Plan assets are invested in annuity contracts. Please ask the Custodian about any additional requirements.

MEDALLION SIGNATURE GUARANTEE:
(if required by the current Custodian, not required by Franklin Templeton)

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: ☐ Me ☐ My Financial Advisor

Financial Advisor name _____

Phone number of Financial Advisor ( )

6 FRANKLIN TEMPLETON BANK & TRUST'S ACCEPTANCE

Franklin Templeton Bank & Trust ("FTB&T") hereby accepts the transfer of assets as requested herein as Custodian of a 403(b) Custodial Plan established by the Participant so long as the assets do not include any after-tax contributions including Roth 403(b) contributions, and if this is a contract exchange, the employer has entered into a written Information Sharing Agreement with FTB&T. The Franklin Templeton 403(b) Custodial Account Agreement includes the withdrawal restrictions as provided under IRC Section 403(b)(7). The Franklin Templeton 403(b) Custodial Account Agreement does not include a loan provision, and therefore FTB&T cannot accept any subsequent deposits representing repayments of an outstanding loan. Please make the check (if applicable) payable to "FTB&T 403(b) Custodian for (Participant's name)" and mail it with this transfer request to one of the addresses listed below.

Authorized Signature—Franklin Templeton Bank & Trust: X _____

Michael Mee, President

Please mail to	WEST COAST	EAST COAST
	Franklin Templeton Investments P.O. Box 997153 Sacramento, CA 95899-7153	Franklin Templeton Investments P.O. Box 33033 St. Petersburg, FL 33733-8090
Overnight	3344 Quality Drive Rancho Cordova, CA 95670-7313	100 Fountain Parkway St. Petersburg, FL 33716-1205

Not FDIC Insured | May Lose Value | No Bank Guarantee

07/12

This amended and restated Franklin Templeton 403(b) Custodial Account Agreement is effective January 1, 2009.

Franklin Templeton 403(b) Custodial Account Agreement

[under Section 403(b)(7) of the Internal Revenue Code]

ARTICLE I INTRODUCTION

This agreement ("Agreement") sets forth the terms of the 403(b) Custodial Account ("Account") established by Franklin Templeton Bank & Trust, F.S.B. (the "Custodian") for the Account owner (the "Participant").

This Agreement is a contract designed to satisfy the requirements of Internal Revenue Code Sections 403(b)(7) and 1.403(b)-3. The Account shall be governed by this Agreement, the Information Sharing Agreement (between Custodian and the Employer or Third Party Plan Administrator) and the Employer Plan. In the event of a conflict between an Employer Instruction and a Participant's instruction, the Custodian will honor the Employer's instruction. In the event of a conflict between any provision in this Agreement and any provision in the Employer Plan, the Employer Plan will control.

ARTICLE II DEFINITIONS

The following terms used in this Agreement have the meanings indicated, unless the context clearly requires otherwise.

"AFTER-TAX CONTRIBUTIONS" means contributions made to the Plan on behalf of a Participant on an after-tax basis, if permitted by the Plan.

"BENEFICIARY" means the Participant's spouse, or the person, persons or trust designated by the Participant who is, or may become, entitled to a benefit under this Agreement, subject to the special rules in Paragraph 11 of Article V of this Agreement. In the case of an Account maintained for a Beneficiary, to the extent necessary and appropriate as determined by the Employer or Third Party Plan Administrator, an individual who is a Beneficiary shall also be considered a Participant.

"CODE" means the Internal Revenue Code of 1986, as amended. References to a specific provision of the Code shall include such provision, any predecessor provision, any corresponding provisions of subsequent federal tax laws, and any valid regulation or ruling promulgated thereunder.

"DISABLED" means a determination that the Employee is unable to engage in any substantial gainful activity by reason of medically determinable physical or mental impairment that can be expected to result in death or to be of long, continued and indefinite duration.

"EMPLOYER" means the Employer identified in Participant's application to Custodian requesting the establishment of an Account.

"EMPLOYER INSTRUCTION" means any instruction received by Custodian from the Employer or a Third Party Plan Administrator or any person duly authorized to issue an instruction on behalf of the Employer and/or the Third Party Plan Administrator.

"EMPLOYER PLAN" means the Employer's written plan which satisfies, in form and operation, the requirements of Code Sections 1.403(b)-1 through 1.403(b)-11 and under which the Account may be maintained. The Account (and this Agreement together with the ISA) shall be part of the Employer Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"FUND" means an open-end management investment company, or series thereof, (commonly referred to as a "mutual fund") registered with the Securities and Exchange Commission, whose shares are distributed by Franklin Templeton Distributors, Inc., an affiliate of the Custodian.

"INFORMATION SHARING AGREEMENT" or **"ISA"** means the agreement described in Article VII.3.

"ORPHANED ACCOUNT" means an Account that is not subject to an Employer Plan or the Employer sponsoring the Employer Plan cannot be located, the Employer is no longer an eligible employer as defined in Code Section 1.403(b)-2(b)(8), or other similar situations. If the Account is deemed an Orphaned Account, the Custodian shall follow applicable Code and ERISA guidance in determining its proper nondiscretionary treatment and/or disposition of the Account.

"PARTICIPANT" means (i) the person who submitted the application pursuant to which Custodian establishes an Account for that person; or (ii) a Beneficiary holding assets in the Account who has not yet received a distribution of all assets in the Account.

"THIRD PARTY PLAN ADMINISTRATOR" or **"TPA"** means person(s) retained and/or appointed by the Employer to administer, provide services to or act on behalf of Employer in connection with the Employer Plan. The Custodian is not a TPA.

"ROTH 403(b) CONTRIBUTIONS" means such contributions, if permitted by the Plan, made pursuant to Code Section 403(b) rules governing Roth 403(b) accounts established for a Participant under rules established by the Plan.

"SALARY REDUCTION CONTRIBUTION" means a contribution made by the Employer to the Custodial Account of the Participant, on behalf of a Participant, in accordance with the salary reduction agreement entered into between the Employer and the Participant.

"SHARES" means shares of the Fund(s) selected by Participant and held for Participant by Custodian in this Account.

ARTICLE III CONTRIBUTIONS

1. IN GENERAL. Contributions to this Account may be made in accordance with the salary reduction agreement entered into between the Employer and Participant and may also be made on a matching or discretionary basis. Except for transfer or rollover contributions, as described in Sections 4 and 5 of this Article III, all contributions to the Account must be made in cash and must be made by the Employer on behalf of the Participant. All assets within the Account shall be nonforfeitable. All contributions shall be subject to such rules, conditions or limitations as may be specified in the Employer Plan, under Section 403(b) of the Code, by such rules as may be imposed by this Agreement or by the Custodian (such as receipt of an ISA or Employer authorization), or by instructions received in a manner deemed acceptable by the Custodian and provided to the Custodian by the Administrator (or an authorized representative of the Administrator).

2. LIMITATION ON SALARY REDUCTION CONTRIBUTIONS. Salary Reduction Contributions for the Participant during any calendar year may not exceed the lesser of the following amounts:

(a) Elective Deferrals. No Participant shall be permitted to have elective deferrals to the Account in excess of the dollar limitation contained in Code Section 402(g) in effect for such taxable year, except to the extent permitted under Section 3 of this Article III.

(b) Maximum Annual Additions. Except to the extent permitted under Section 3(a) of this Article III and Section 414(v) of the Code, if applicable, the aggregate annual addition that may be contributed or allocated to all of the Participant's tax-deferred retirement savings accounts (including 403(b)(7) custodial accounts) for any limitation year shall not exceed the lesser of:

(i) $44,000 (as adjusted for increases in the cost of living under Section 415(d) of the Code);* or

(ii) 100 percent of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the limitation year.

(A) For purposes of subparagraph (a) above, the term "annual additions" shall include Salary Reduction Contributions, Employer Contributions, and Forfeitures and shall be determined in accordance with Code Section 415(c) for the limitation year.

(B) The term "limitation year" shall mean the calendar year, unless the Participant elects to change the limitation year to another 12-month period by attaching a statement to his/her federal income tax return in accordance with the regulations under Code Section 415.

3. CATCH-UP CONTRIBUTIONS. Participants may be eligible under the provisions of the Employer Plan for one or both of the catch-up contributions described below:

(a) All Participants who have attained age 50 before the close of the calendar year shall be eligible to make catch-up contributions in accordance with, and subject to, the limitations of Code Section 414(v). If permitted to make such catch-up contributions under the Employer Plan, such contributions shall not be taken into account for purposes of the provisions

*$50,000 for 2012

of the Employer Plan implementing the required limitations of Sections 402(g) and 415 of the Code.

(b) If permitted under the provisions of the Employer Plan, Participants, regardless of age, who have completed at least 15 years of service with a qualifying employer may opt for an increased deferral limit pursuant to Code Section 402(g)(7). Under the election, the annual limitation is increased by the smallest of: (i) $3,000; (ii) $15,000 minus any elective deferrals made by the organization and previously excluded under the catch-up election; or (iii) $5,000 times the Employee's years of service minus the elective deferrals made to plans of the organization in prior tax years.

4. TRANSFERS TO CUSTODIAL ACCOUNT. Absent an Employer Instruction to the contrary, the Custodian may permit a Participant to cause the transfer of assets to the Account from an existing custodial account established under Code Section 403(b)(7) and/or from an existing annuity contract established under Code Section 403(b)(1).

5. ROLLOVER CONTRIBUTIONS. Absent an Employer Instruction to the contrary, a Participant may be permitted to make rollover contributions to the Account of amounts received from the Participant's other 403(b) custodial account(s) or annuity(ies), an employer-sponsored retirement plan described in Code Section 401(a), a governmental 457 plan or, with respect to taxable distributions, an individual retirement account described in Code Section 408. The Participant shall execute any forms that the Custodian, Employer or Third Party Plan Administrator may require describing the source of rollover contributions.

6. TRANSFER/ROLLOVER INSTRUCTIONS. The Custodian assumes no responsibility whatsoever with respect to the validity or the tax treatment of any transfer or rollover to the Account, nor shall any term or provision of this Agreement be construed so as to place any such responsibility upon the Custodian.

7. MONITORING OR CALCULATING CONTRIBUTIONS OR LIMITATIONS. The Custodian assumes no responsibility with respect to the calculation or monitoring of contributions, or of any Code or Employer Plan limitations applicable to such contributions to the Account, nor shall any term or provision of this Agreement be construed so as to place any such responsibility upon the Custodian. This responsibility will be solely that of the Participant, Employer and/or Third Party Plan Administrator.

8. ROTH 403(b) CONTRIBUTIONS AND AFTER-TAX CONTRIBUTIONS. Roth 403(b) Contributions and After-Tax Contributions are not permitted under this Agreement and any such Roth 403(b) Contributions or After-Tax Contributions will relate only to accounts maintained for the Participant under the Employer Plan by vendors or custodians other than the Custodian.

ARTICLE IV
INVESTMENT OF CUSTODIAL ACCOUNT ASSETS

1. IN GENERAL. Each contribution to the Account shall be invested by the Custodian in accordance with the Participant's direction solely in full and fractional Shares at the public offering price in effect at the time of the investment by the Custodian. For contributions, rollovers and transfers (other than transfers from a Franklin, Templeton or Mutual Series Fund), the public offering price shall mean the net asset value per Share plus, if applicable, a sales charge.

2. PARTICIPANT'S INVESTMENT DIRECTIONS. The Participant, his/her authorized investment representative, or the Beneficiary of a deceased Participant, shall be solely responsible for directing the investment of Account assets by Custodian, which investment responsibility includes instructions to the Custodian to redeem any or all Shares held in the Account in order to apply the proceeds to purchase Shares in another Fund (hereinafter called a "Fund Exchange"). Unless the Custodian receives instructions in good order to the contrary, contributions made to the Account after a Fund Exchange shall be applied to the purchase of additional shares in the Fund whose Shares had been sold in connection with the Fund Exchange. If the Custodian receives any contribution to the Account that is not accompanied by instructions from the Participant directing its investments, the Custodian may hold or return all or part of the contribution uninvested without liability for loss of income or appreciation pending receipt of good order investment directions from the Participant.

3. REINVESTMENT OF DISTRIBUTIONS. All dividends or other distributions on Shares held in the Account shall be reinvested at net asset value in additional Shares of the same Fund from which the distribution was made. If given an election of receiving a distribution in additional Shares or in cash, the Custodian shall elect to receive such distributions in Shares. If the distribution is received after Participant no longer owns distributing Fund Shares in the Account, the distribution will be paid in cash.

4. REGISTRATION OF SHARES. All Shares acquired by the Custodian will be registered in the name of the Custodian or in the name of its nominee.

5. NO INVESTMENT ADVICE BY CUSTODIAN. The Participant agrees that the Custodian does not undertake to render any investment advice, and that the responsibility of the Custodian to invest in Shares does not constitute the giving of investment advice.

ARTICLE V
DISTRIBUTIONS

1. COMMENCEMENT OF DISTRIBUTIONS. All distributions from the Account shall be subject to such rules, conditions or limitations as may be specified in this Agreement, unless Custodian is otherwise directed pursuant to an Employer Instruction. The Custodian will not issue any distribution without providing prior notice to Employer or Employer's designated agent. Should there be a conflict between the terms of this Agreement and an Employer Instruction with respect to any distribution, the Custodian will act in accordance with the Employer Instruction. The assets of the Account may be distributed only after receipt of a distribution request in good order (refer to Appendix A) from the Participant or, in the event of the Participant's death, from his/her Beneficiary, together with a non-conflicting Employer Instruction only in the event of:

(a) the Participant's Severance From Employment (as defined by the Code and, if applicable, by the Employer Plan);

(b) the Participant's attaining age 59½;

(c) the Participant's becoming disabled (see definition of "Disabled" in Article II);

(d) the Participant's encountering financial hardship;

(e) the Participant's death; or

(f) the formal termination of the Plan by the Employer.

Distributions shall be made from the Account only after receipt by the Custodian of satisfactory evidence that at least one of the above events has occurred, in accordance with the Distribution Requirements included as Appendix A to this Agreement.

Notwithstanding any provision of this Agreement to the contrary, distributions shall be made from the Account no later than the "required beginning date," which is April 1 of the calendar year following the later of the calendar year in which the Participant reaches age 70½ or the calendar year in which the Participant retires from the Employer. The required beginning date of 5% owners of the Employer [as defined in Code Section 416(i)(1)(B)] is April 1 following the calendar year in which the 5% owner reaches age 70½. Distributions made on or after the required beginning date shall be at least equal to the Participant's "required minimum distribution," as determined in Code Section 401(a)(9).

2. HARDSHIP DISTRIBUTIONS. A Participant shall be considered to have encountered a financial hardship if the distribution is deemed by the Employer or Third Party Plan Administrator as necessary to satisfy an immediate and heavy financial need.

(a) A distribution will be deemed to be made because of an immediate and heavy financial need only if the distribution is approved pursuant to an Employer Instruction and is on account of:

(i) expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) [determined without regard to whether the expenses exceed 7.5% of adjusted gross income] incurred by the Participant, the Participant's spouse, or any dependents of the Participant (as defined in Code Section 152);

(ii) costs directly related to the Participant's purchase (excluding mortgage payments) of his/her principal residence;

(iii) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, his/her spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B) of the Code);

(iv) payments needed to prevent the eviction of the Participant from his/her principal residence or foreclosure on the mortgage of the Participant's principal residence;

(v) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(d)(1)(B) of the Code); or

(vi) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code

Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(b) A distribution will be deemed to be necessary to satisfy an immediate and heavy financial need if the distribution is approved pursuant to an Employer Instruction and the Participant ensures that all of the following requirements are satisfied:

(i) the distribution is not in excess of the amount of the Participant's immediate and heavy financial need (as determined under (a) above and including amounts that cover the taxes applicable to the hardship distribution);

(ii) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under the Participant's custodial accounts and under all plans maintained by the Employer;

(iii) all custodial accounts maintained by the Participant and all deferred compensation plans maintained by the Employer provide that all voluntary contributions by the Participant shall be suspended for at least six months after the receipt of the hardship distribution; and

(iv) all custodial accounts maintained by the Participant and all plans maintained by the Employer provide that the Participant may not make elective deferrals within the meaning of Code Section 402(g) for at least six months after receipt of the hardship distribution.

(c) Income attributed to salary reduction contributions after December 31, 1988, may not be distributed in the case of hardship.

(d) The Participant requesting the hardship distribution and the Employer authorizing the hardship distribution shall be responsible for ensuring that the conditions set forth in Section 2 of this Article V are met, inasmuch as the failure to meet these conditions may jeopardize the tax qualification of the Account. The Participant acknowledges and agrees that the Custodian is unable to, and does not, ensure that all the Section 2 conditions are met.

(e) Hardship distributions from 403(b) plans are not eligible rollover distributions.

(f) Effective August 17, 2006, if hardship withdrawals are permitted in the Employer Plan, the Employer Plan's hardship withdrawal provisions will apply to the Participant's Beneficiary in addition to the Participant's spouse or dependent, if permitted by the Employer or TPA. The Beneficiary to which this applies must have an unconditional right to all or a portion of the Participant's account balance under the Employer Plan upon the Participant's death.

3. METHOD OF DISTRIBUTION TO PARTICIPANT. Distributions to the Participant may be made in any one or more of the following ways, in accordance with the appropriate instructions, including Employer Instruction, of the Participant delivered to the Custodian:

(a) in a single payment;

(b) in periodic payments; or

(c) in any other manner as permitted by the Custodian.

4. DISTRIBUTIONS AFTER DEATH OF PARTICIPANT.

(a) If the Participant dies before required minimum distributions from his/her Account have begun, the entire amount credited to the Account must be distributed by December 31 of the year containing the fifth anniversary of the Participant's death. Any distribution payable to a Beneficiary over a period not exceeding his/her life expectancy may be made without regard to the five-year limitation if distributions begin by December 31 of the year after the Participant's death (or such later date as may be permitted by law).

(b) If the Participant dies after required minimum distributions from his/her Account have begun, but before such distributions have been completed, the remaining portion of the Participant's interest shall be distributed to his/her Beneficiary, at least as rapidly as under the payment method in effect before the Participant's death.

(c) If the Participant's Beneficiary is his/her surviving spouse, distributions may commence no later than December 31 of the year in which the Participant would have attained age 70½, and if the surviving spouse dies before payments begin, the provisions of this Section 4 shall apply as if the surviving spouse were the Participant.

(d) In the absence of directions by the Participant's Beneficiary, at the Custodian's discretion, distribution may be made in a single payment to the Beneficiary.

5. TRANSFERS FROM ACCOUNT. The Participant may cause the transfer of assets from the Account to another custodial account established under Code Section 403(b). Such transfer shall be made only after receipt by the Custodian of an acceptance letter from the successor custodian and an appropriate Employer Instruction as set forth in Appendix A. Furthermore, the Participant (or Beneficiary, if applicable) shall be responsible for satisfying any minimum distribution requirement prior to such transfer.

6. TRANSFERS AND DISTRIBUTIONS TO PURCHASE PERMISSIVE SERVICE CREDITS. The Participant may cause the transfer of assets from his/her governmental 403(b) custodial account to purchase permissive service credits in his/her defined benefit governmental plan. Such transfer shall be made only after receipt by the Custodian of certification of the Participant's eligibility to purchase permissive service credits [as defined in Code Section 415(n)(3)(A)] and a concurring Employer Instruction.

7. DISTRIBUTIONS OF EXCESS CONTRIBUTIONS AND EXCESS DEFERRALS. If the Custodian is notified at any time by the Participant, the Employer or the Internal Revenue Service that any portion of a contribution made on behalf of the Participant was an excess contribution [as defined in Code Section 4973(c)], or an excess deferral [as defined in Code Section 402(g)(2)(A)], then the Custodian, upon receipt of appropriate documentation, including, if requested by Custodian, an Employer Instruction, shall distribute to the Participant or the Employer, as appropriate, from the Account the amount of such excess contribution, together with the net income attributable thereto. A request for distribution of an excess deferral must be made no later than March 1 following the end of the calendar year in which the excess deferral was made. The Participant shall have the sole responsibility for determining that such excess deferrals have been made and for providing timely notice of that fact to the Custodian.

8. INVESTMENT ADVISORY FEES. Appendix A sets forth the requirements that must be met in order for the Custodian to pay investment advisory fees to a third party from the Account.

9. QUALIFIED DOMESTIC RELATIONS ORDER. Any distribution pursuant to a qualified domestic relations order ("QDRO") within the meaning of Code Section 414(p) is subject to receipt of appropriate documentation and an Employer Instruction. If a QDRO provides for a distribution payable to an alternate payee, such as the Participant's former spouse, then such distribution shall be payable as soon as administratively reasonable after the order is determined by the Employer or Third Party Plan Administrator to be a valid QDRO, without regard to whether the Participant has reached his/her "earliest retirement age" as defined in Code Section 414(p). The actual time and manner of such payment shall be as provided under the QDRO consistent with applicable law and the distribution provisions of this Agreement. Appendix A sets forth the general requirements that must be met.

10. DIRECT ROLLOVERS. Notwithstanding any provision of this Agreement to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect at any time and in the manner prescribed by the Custodian, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) Definitions.

(i) Distributee: A distributee includes the Participant, the Participant's surviving spouse, and the Participant's spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

(ii) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee to the extent that such distribution is not any of the following: a minimum distribution required under Code Section 401(a)(9); one of a series of periodic payments over the Participant's single or joint life expectancy, or over a period of at least 10 years; any hardship distributions as described in Code Sections 401(k)(2)(B)(i)(IV) or 403(b)(7)(A)(ii); or any amount that is not includible in gross income and any other amount that does not constitute an eligible rollover distribution within the meaning of Code Section 402(c).

(iii) Eligible retirement plan: An eligible retirement plan is one of the following plans that accepts a rollover distribution:

- an individual retirement account described under Code Section 408(a)
- an individual retirement annuity described under Code Section 408(b)
- a qualified trust described in Code Section 401(a)
- an annuity plan described in Code Section 403(a), and
- a governmental 457 plan.

11. SPECIAL RULES CONCERNING DISTRIBUTIONS TO BENEFICIARIES AND BENEFICIARY DESIGNATIONS.

(a) Distribution to Beneficiary. With the exception of an Orphaned Account, any distribution to a Beneficiary is subject to receipt by the Custodian of documentation required by the Custodian to establish the authority and rights of the claiming Beneficiary together with a non-conflicting Employer Instruction. Any such distribution shall be payable

as soon as administratively reasonable in accordance with Appendix A.

(b) Designated Beneficiary. The following special rules shall apply.

(i) If the Employer Plan allows (whether explicitly or implicitly through the absence of a beneficiary provision in the Employer Plan) a Participant to designate a Beneficiary for this Account, then the Beneficiary as designated by the Participant (or deemed the Beneficiary under this Agreement), shall, absent a conflicting Employer Instruction, be recognized by the Custodian as the Beneficiary of all assets held by Custodian for Participant in this Account.

(ii) In the case of an Orphaned Account, the Beneficiary as designated by the Participant (or deemed the Beneficiary under this Agreement), shall be recognized by the Custodian as the Beneficiary of all assets held by Custodian for Participant in this Account.

(iii) If the Employer Plan has beneficiary provisions that conflict with this Agreement, or any beneficiary designation made by Participant in connection with this Account and Agreement, the provisions of the Employer Plan will control and Custodian will make beneficiary distributions only in accordance with Employer Instructions.

(iv) A Beneficiary who becomes entitled to the assets held in this Account remains a Beneficiary until the Custodian has fully distributed the Beneficiary's share of the custodied assets to such Beneficiary. A Beneficiary's right to (and the Custodian's duty to provide to the Beneficiary) information or data concerning this Account does not arise until the Beneficiary first becomes entitled to receive any Account assets.

(c) Spousal Consent Requirement. In the case of an ERISA-covered plan, if the Participant is married and designates a beneficiary under this Agreement other than his/her spouse, then written notarized consent of the Participant's spouse is required. The Custodian may rely upon the last written designation received at the Custodian's office, which shall revoke all prior designations, and such designation shall apply to all Custodial Account assets held by the Custodian, including each Fund maintained under this Custodial Account. This requirement applies without regard to whether or not spousal consent is required under the provisions of the Employer Plan.

(d) Default Beneficiary. The following special rules apply if:

(i) the Employer Plan allows a Participant to designate a Beneficiary for his or her Account in accordance with the Custodian's account agreement rather than in accordance with the Employer's Plan; and

(ii) Participant has not designated a beneficiary at the Employer Plan level and/or the Employer Plan does not otherwise provide default beneficiary provisions for the Account that are different than the Custodian's default beneficiary provisions described below.

Unless the Participant specifically indicates otherwise on his/her application or designation form provided to Custodian in connection with the Account and this Agreement and absent any contrary Employer Plan provision, if any primary or contingent beneficiary dies before the Participant, the interest attributable to such beneficiary and to his/her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If none of the designated primary beneficiaries survive the Participant, the interest in his/her Account shall pass to his/her contingent beneficiary(ies). If no designated beneficiary survives the Participant or if no ascertainable beneficiary is designated, the Participant's beneficiary shall be his/her spouse or, if he/she has no surviving spouse, his/her estate.

(e) A Trust as Beneficiary of Custodial Account. Unless otherwise provided in a contrary Employer Plan provision, if the Participant submits and the Custodian accepts any beneficiary designation which names a trust or a class of natural persons as beneficiaries to the Custodial Account, then the Custodian shall take instructions and certifications from the duly-appointed executor or administrator of the Participant's estate in order to determine the proper disposition of assets remaining in the Custodial Account. The Custodian, its parent companies and affiliates, and their successors and assigns shall be discharged from any liability arising from their administration of beneficiary designations hereunder to the extent that assets remaining in the Custodial Account following the Participant's death are paid out (i) to natural persons or entities identified by the duly-appointed executor or administrator of the Participant's estate as trustees of designated trusts or, (ii) for natural persons only, members of designated classes.

(f) Designation of Beneficiary by a Beneficiary. Unless otherwise provided in a contrary Employer Plan provision, in the case of any custodial account maintained for a beneficiary of a Participant with proceeds from the Account following the death of a Participant, or an alternate payee pursuant to a qualified domestic relations order, as described in regulations issued pursuant to Section 403(b) of the Code, Beneficiary shall also include such individual and such individual shall be entitled to designate a beneficiary of his/her interest in the custodial account maintained pursuant to this Agreement and applicable provisions of the Plan.

12. TAX WITHHOLDING. Any distribution made by the Custodian may be subject to withholding of income or other taxes required by federal or state law. Any eligible rollover distribution from the Custodial Account shall be subject to federal income tax withholding at the rate of 20%, unless it is directly rolled over to an eligible retirement plan (as defined in Section 10 of this Article V).

ARTICLE VI
CUSTODIAN'S RECORDS AND REPORTS

1. ACCOUNTING BY THE CUSTODIAN. The Custodian shall keep accurate records of all receipts, investments, disbursements and other transactions for the Account. The Custodian will provide the Participant with periodic statements reflecting transactions pertaining to the Account. The Participant shall be responsible for carefully reviewing the statement upon receipt. If the Participant believes a discrepancy exists on the statement, the Participant must immediately notify the Custodian, otherwise such statement shall be deemed complete and accurate. If there is a delay by the Participant in reporting a discrepancy, the Custodian may be unable to reverse or make an adjustment to a reported transaction.

2. REPORTS OF THE CUSTODIAN. The Custodian shall file with the Internal Revenue Service such forms as may be required concerning the Custodial Account.

3. PLAN RECORDS AND REPORTS. While the Custodian shall keep accurate records of all receipts, investments, disbursements and other transactions for the Account, the Custodian assumes no responsibility whatsoever with respect to the calculation, monitoring or reporting of any information required to be maintained by the Employer and/or a Third Party Plan Administrator with respect to the Employer Plan, nor shall any term or provision of this Agreement be construed so as to place any such responsibility upon the Custodian. Any such Employer Plan-level calculation, monitoring or reporting of information shall be and remain the responsibility of the Employer and/or Third Party Plan Administrator.

ARTICLE VII
CONCERNING THE CUSTODIAN

1. FEES OF THE CUSTODIAN. The Custodian, in consideration of its services hereunder, will receive with respect to the Account the fees as in effect from time to time and as provided to the Participant by the Custodian. The fees charged by the Custodian may be changed for any calendar year, provided that the Custodian gives the Participant at least 30 days written notice of such proposed change. The Custodian's fees may, at the Custodian's option, be collected by the Custodian from the amount of any contribution to or distribution from the Account, or by the sale of a sufficient number of Shares or other assets held in the Custodial Account.

2. EMPLOYER FEES. If payment is requested by the Employer in connection with Employer expenses associated with administering the Employer Plan, the Custodian may in its sole discretion elect to (i) share all or a portion of its annual Account servicing fee with the Employer; or (ii) collect the amount requested by the Employer directly from the Participant from the amount of any contribution to or distribution from the Account, or by the sale of a sufficient number of Shares or other assets held in the Account.

3. INFORMATION SHARING. The Custodian will seek to enter into an Information Sharing Agreement ("ISA") (within the meaning of the 403(b) regulations governing this Account and the Employer Plan) with your current and/or former Employer and/or Third Party Plan Administrator pursuant to which Custodian will share with them any or all information pertaining to the Account and any communications between you and Custodian pertaining to the Account, including, without limitation, any requests you might make to Custodian regarding distributions (including hardship distributions), transfers, and beneficiary designations and changes. If your Employer does not enter into an ISA, Custodian will be unable to continue to accept contributions.

4. LIMITATION OF LIABILITY. The Custodian shall not have any duties except those specifically set forth in this Agreement unless the Participant, his/her Beneficiary (if appropriate), your current and/or former Employer, or a Third Party Plan Administrator furnishes the Custodian with prior written instructions which are specifically agreed to in writing by the Custodian.

Some of the specific matters for which the Custodian will not be liable include, but are not limited to:

(a) Errors and omissions of the Employer, the Third Party Plan Administrator, the Participant, his/her Beneficiary, or any agent thereof;

(b) Collection and/or allocation of contributions, or the timely remittance thereof by the Employer;

(c) Determination of a distribution event, or the payee, form, or amount of distribution, or the purpose or propriety thereof;

(d) Calculation of a Participant's maximum salary reduction contribution limitation under Sections 402(g), 403(b) and 415 of the Code;

(e) Any Employer Plan-level fees or other administrative expenses of the Plan that may be payable to Employer, or Third Party Plan Administrator or other vendor of the Plan unless otherwise agreed to by the Custodian and the Employer; and

(f) Consequences for taking reasonable action at the direction of the Participant, his/her Beneficiary (if appropriate), the Employer, a Third Party Plan Administrator or an agent thereof.

5. INDEMNIFICATION. The Participant and his/her Beneficiary, as appropriate, shall at all times indemnify and hold harmless the Custodian, its parent companies and affiliates, and their successors and assigns, from any liability arising from investments or distributions made or actions taken at their direction, and from any and all other liability whatsoever which may arise in connection with the Account, except liability arising from the Custodian's gross negligence or willful misconduct in discharging its duties hereunder.

The Custodian shall not be obligated to commence or defend any legal action unless the Custodian and the Participant or his/her Beneficiary agree thereto, and the Custodian shall be fully indemnified by the Participant and his/her Beneficiary, as appropriate, for so doing. The Custodian may conclusively rely upon and will be protected in acting upon any acceptable order, notice, direction, request, consent, certificate or other instrument or paper believed by it to be genuine and which appears to have been executed properly and, if it acts in good faith, in taking or omitting to take any other action. The Custodian may submit any question arising under this Agreement to its legal counsel, and shall be protected to the fullest extent permitted by law in acting on the advice of such counsel.

6. RESIGNATION OF THE CUSTODIAN. The Custodian may resign at any time upon 30 days notice in writing to the Participant, or may be removed by the Participant at any time. Upon such resignation or removal, the Participant shall appoint a successor custodian, which shall be a qualified custodian within the meaning of Code Section 401(f)(2), or failing such appointment by the Participant, the Custodian shall appoint such successor custodian. After written acceptance by the successor custodian so appointed, the Custodian shall transfer all assets of and records pertaining to the Custodial Account to the successor custodian. The Custodian is authorized, however, to reserve such sum of money or property as it may deem advisable for the payment of its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Custodial Account or upon or against the Custodian, with any balance to be paid over to the successor custodian within a reasonable time after its resignation or removal.

ARTICLE VIII
SHAREHOLDER RIGHTS

The Custodian shall mail, or cause to be mailed, to the Participant all notices, prospectuses, financial statements, proxies and proxy solicitation material relating to the Shares held in the Account. The Custodian shall not vote any Shares held hereunder except in accordance with the written instructions of the Participant. In the absence of such instructions, the Custodian may execute and deliver proxies expressly indicating that they are not to be voted or used otherwise than for the purpose of determining the presence of the Shares represented at the meeting.

ARTICLE IX
AMENDMENT OR TERMINATION

1. AMENDMENT BY THE CUSTODIAN. The Account is established with the intention that it will meet the requirements of Code Section 403(b)(7). By execution and delivery of the Application, the Participant authorizes the Custodian to amend this Agreement in any respect at any time in order to meet the requirements of such Code Section 403(b)(7), or to obtain an Internal Revenue Service determination, opinion or ruling that such requirements have been met. The Custodian will give prompt written notice to the Participant of any such amendment. Notwithstanding the foregoing, however, the Custodian shall not have the right to modify or amend this Agreement in such a manner as to deprive any Participant or his/her Beneficiary of any benefit to which he/she was entitled under this Agreement by reason of contributions made prior to the modification or amendment, unless such modification or amendment is necessary to conform this Agreement to, or satisfy the conditions of, any law, including, without limitation, Code Section 403(b)(7).

2. TERMINATION ON FAILURE TO QUALIFY. If the Internal Revenue Service determines that the Account fails to meet the requirements of Code Section 403(b)(7), either initially or subsequently, and the Custodian determines that the failure to meet such requirements may not be corrected by an amendment, either retroactive or prospective, to this Agreement, the Custodian may terminate the Custodial Account upon receipt of proper notice and authorization from the Employer or other appropriate documentation by distributing the assets to the Participant in a single payment in cash or in kind at the then net asset value, and this Agreement shall be considered to be rescinded and of no force or effect. Upon such termination, the Custodian shall be relieved from all further liability with respect to this Agreement, the Custodial Account and all assets so distributed.

3. PLAN TERMINATION BY THE EMPLOYER. The Employer may terminate the Employer Plan in accordance with procedures specified in the Employer Plan and applicable provisions of the Code. The Custodian shall have no duty or responsibility to determine whether a termination of the Employer Plan has occurred but may rely on written directions from the Employer, or the Third Party Plan Administrator, as to whether a termination of the Employer Plan has occurred.

ARTICLE X
MISCELLANEOUS

1. ERISA REQUIREMENTS. If this Agreement is determined to constitute an "employee benefit plan" or part of an "employee benefit plan" established or maintained by the Employer within the meaning of Title 1 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), then the Employer shall have sole responsibility and be solely responsible for ensuring that such employee benefit plan complies at all times with applicable sections of ERISA and applicable regulations promulgated thereunder, including, but not limited to, any reporting and disclosure requirements. However, no provision of this Agreement shall be construed to conflict with any provision of ERISA applicable hereto.

2. PARTICIPANT'S INTEREST IN ACCOUNT. The interest of the Participant in the Account shall be nonforfeitable at all times.

3. NONTRANSFERABILITY. The benefits, rights, privileges, payments, proceeds, earnings and all other interests of the Participant and his/her Beneficiary in the Account shall not be transferable or subject to commutation, anticipation or encumbrance by the Participant or his/her Beneficiary, or be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind including, but not limited to, creditors of the Employer, the Participant or his/her Beneficiary, and no attempt to cause such assets to be so subjected shall be recognized by the Custodian, except for the Custodian's fees and expenses, and except to the extent required by law.

4. QUALIFICATION OF ACCOUNT. The Internal Revenue Service has not announced a procedure for approval on the form of this Agreement. As a result, the Participant understands the necessity of seeking independent legal counsel with respect to the establishing of this Agreement, and while this Agreement has been designed to qualify under Code Section 403(b)(7), the Custodian shall not make any representations as to the tax qualifications or effect thereof.

5. TAX TREATMENT OF CONTRIBUTION AS RESPONSIBILITY OF PARTICIPANT. The Custodian assumes no responsibility with respect to the tax treatment of the Employer's contributions to the Account or the earnings of the Account, nor shall any term or provision of this Agreement be construed so as to place any such responsibility upon the Custodian.

6. INFORMATION TO CUSTODIAN. The Participant shall provide the Custodian with any information that it reasonably requests in order to meet the requirements of law.

7. NOTICES. All notices, instructions, directions and the like required under this Agreement shall be made in such manner and at such time as the Custodian shall require, and, if to the Participant or his/her Beneficiary, shall be deemed effective if mailed to the last address appearing in the Custodian's records.

8. SUCCESSORS. This Agreement shall be binding upon the executors, administrators, successors and assigns of the parties hereto.

9. GOVERNING LAW. This Agreement shall be construed, administered and enforced according to the laws of the State of California, determined without regard to the principles of conflicts of laws.

APPENDIX A
DISTRIBUTION REQUIREMENTS

Subject to receipt of authorization from your Employer or the Third Party Plan Administrator, and subject to any limitations required under the Internal Revenue Code, ERISA (if applicable) or other applicable laws, and also subject to any administrative requirements imposed by the Custodian, your Employer or the Third Party Plan Administrator, distribution requests that are received by the Custodian in good order will be processed and payment will be made to the Participant, his/her Beneficiary (if appropriate), or a successor custodian, within seven (7) calendar days of receipt of the later of your instructions and written authorization from your Employer or the Third Party Plan Administrator. In general, these distribution requests must be made on a Franklin Templeton 403(b) Plan Distribution Request Form, which can be obtained by contacting Franklin Templeton Retirement Services at **(800) 527-2020**, or by visiting the Franklin Templeton website at **franklintempleton.com**. Distribution requests not made on the Franklin Templeton 403(b) Plan Distribution Request Form must meet the following criteria:

1. A request for a distribution must be made by a letter of instruction from the Participant to the Custodian, containing your Employer's or the Third Party Plan Administrator's written concurring authorization for the distribution and the following information:

(a) the amount of distribution requested;

(b) whether the distribution should be in cash or in-kind;

(c) the distributable event: (i) Severance From Employment; (ii) attainment of age 59½; (iii) disability; (iv) financial hardship; (v) death; (vi) return of excess contribution or excess deferral or (vii) plan termination; and

(d) a withholding election made by the Participant on an IRS Form W-4P or on the Franklin Templeton distribution request form.

(e) If the distribution is requested for any reason other than financial hardship or a return of an excess contribution or an excess deferral, the method of distribution requested—that is, a single payment or installments—must be indicated. (Distributions for financial hardship and returns of excess contributions/deferrals will be made in a single payment.) If payments are to be made in installments, the frequency and installment period must be included, as well as the birth date of the Participant and, if applicable, the birth date of his/her Beneficiary.

(f) A signature guarantee is required on any letter of instruction requesting a distribution in excess of $100,000, or requesting a distribution to be mailed to an address other than the address of record on the Participant's Custodial Account. The list of eligible guarantors is provided in the Fund prospectus.

2. If the distribution is being requested because of the Participant's disability, then, in addition to the requirements described in (1) above, including written Employer or Third Party Plan Administrator authorization for the distribution, the Custodian must receive a written verification of the disability on the Franklin Templeton 403(b) Plan Distribution Request Form or the Participant must provide the Custodian with a copy of a Social Security Award.

3. If a distribution is requested because of the Participant's death, the Custodian will require the following:

(a) Franklin Templeton Beneficiary Distribution Request Form, including written Employer or Third Party Plan Administrator authorization for the distribution, from the designated Beneficiary or the court-appointed administrator or executor with signature guarantee;

(b) copy of death certificate;

(c) Social Security number of Beneficiary, or, if paid to the estate or a trust, the applicable tax identification number;

(d) copy of the court appointment of an administrator or executor dated within the last 120 days, if estate is the beneficiary;

(e) if a trust is the named Beneficiary, a copy of these sections must be provided: (i) the first ("title") page, (ii) the page(s) naming the current (successor) trustee(s), and (iii) the signature page(s);

(f) appropriate customer information required by the USA PATRIOT Act or other appropriate federal law;

(g) inheritance tax waiver by state of residence (if applicable).

4. In the event a distribution is required by court order, the Custodian must receive, in addition to the requirements described in (1) (a), (b), (c), (d) and (f), written Employer or Third Party Plan Administrator concurrence that the ordered distribution meets the requirements of a qualified domestic relations order ("QDRO") as set forth in Code Section 414(p). The Custodian has, and assumes, no responsibility to ensure that any such court order meets the requirements to be deemed a QDRO.

5. Except in the case of an Orphaned Account, all hardship distributions shall be subject to the terms of the Employer Plan and may be subject to authorization by your Employer or Third Party Plan Administrator.

6. In the case of transfers to or from the Account, the Custodian will require written authorization from the Employer, Third Party Plan Administrator, or other relevant information or authorization, before such request will be deemed to be in good order.

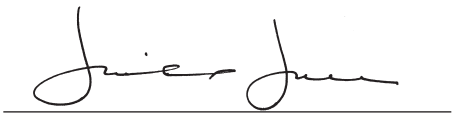
7. Please check with your Employer for any further requirements.

INVESTMENT ADVISORY FEES
If the Participant employs an investment advisor or manager to assist in the selection of Shares held in the Account, such investment advisor or manager fees that relate to Account investments may be paid as a nontaxable expense from the Account to the extent permitted under the Employer Plan and under the Internal Revenue Service (IRS) rules and regulations. The Custodian reserves the right to require any appropriate or relevant documentation the Custodian deems necessary, including authorization from the Employer or Third Party Plan Administrator, before remitting fees to the advisor at Participant's direction and on Participant's behalf. The Shares held in the Custodial Account may be subject to other related fees or commissions directly or indirectly and the Custodian shall have no duty or obligation to review the fees or notify the Participant or Beneficiary as to the nature or amount of such investment fees or commissions.

CUSTODIAN TRANSFER REQUIREMENTS
The Custodian will transfer assets to a successor custodian at the request of the Participant in accordance with a letter of instruction and a letter of acceptance from the successor custodian and Custodian's receipt of concurring written authorization from the Employer or Third Party Plan Administrator. The successor custodian letter of acceptance must assure the Custodian that the successor custodial account is qualified under Section 403(b) of the Internal Revenue Code and be signed by an authorized officer or principal of the successor custodian. Any distribution request received by the Custodian that does not meet the above requirements will be held by the Custodian and remain fully invested in fund Shares, until all of these documents are received in "good order." The Custodian will notify the Participant within seven (7) business days of receiving a request of any deficiencies, and payment will be made only when all of the required documents are received in proper order. The Participant may cause the transfer of assets from the Custodial Account to another custodial account established under Code Section 403(b). Such transfer shall be made only after receipt by the Custodian of an acceptance letter from the successor custodian, and appropriate Employer or Third Party Plan Administrator authorization or such other documentation as the Custodian or the Employer shall deem appropriate. Furthermore, the Participant (or Beneficiary, if applicable) shall be responsible for satisfying any minimum distribution requirement prior to such transfer.

ACCEPTANCE
IN WITNESS HEREOF, the Custodian indicates its acceptance of this Agreement by its Signature below.

Authorized Signature
Franklin Templeton Bank & Trust, F.S.B.,
Custodian:



Michael Mee, President

12/10

< GAIN FROM OUR PERSPECTIVE® >

Franklin Templeton Bank & Trust, F.S.B.

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