



TRUST BANK

Plan Sponsor Agreement Establishment of Unitized Investment Portfolio(s)

The undersigned Plan Sponsor, as the named fiduciary to the retirement plan or plans specified below ("Plan" or "Plans") as such term is defined under the terms of the Plan and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), hereby instructs and directs Charles Schwab Trust Bank ("Trust Bank"), as directed trustee or custodian of the Plan, and/or the affiliates of Trust Bank, to take the actions set herein with respect to the daily administration of certain Plan investment portfolios described herein (the "Portfolio" or "Portfolios") on an ongoing basis.

Where the Plan Sponsor has appointed and the terms of the Plan provide for an Administrator as defined in the Plan's applicable trust or custody agreement with Trust Bank to carry out certain fiduciary responsibilities with respect to the Plan, the term "Plan Sponsor" as used in the provisions of this Plan Sponsor Agreement shall refer to such Administrator. The Plan Sponsor and Administrator each hereby direct Trust Bank to rely upon and treat any instruction or direction provided by either of them as an instruction or direction of the Plan's named fiduciary authorized to provide such instruction or direction under the terms of the Plan or under any subsequent delegations of fiduciary authority and applicable law, and each acknowledges and agrees that Trust Bank shall have no duty of inquiry with respect thereto.

Plan Sponsor's specific instructions and directions with respect to the administration of the described Portfolio or Portfolios are as follows:

Establishment of the Portfolio and Authorization to Unitize Portfolio

Plan Sponsor hereby directs Trust Bank to take such steps necessary to establish one or more investment portfolio accounts on behalf of the Plan, as defined in the attached Portfolio Instruction form(s) (Exhibits 1A, 1B and/or 1C), as amended from time to time. In addition, Plan Sponsor directs Trust Bank to unitize the investment portfolio and to calculate a daily net asset value ("NAV") for each unit of the Portfolio according to standard fund accounting practices.

Securities Processing of Shares of Unitized Portfolio

Plan Sponsor hereby directs Trust Bank to account for the units of the Portfolio in the trust accounting records of the Plans on a daily basis through the establishment of a Trust Bank-defined ticker symbol for each Portfolio ("Portfolio Symbol"). Trust Bank is hereby directed (1) to receive investment orders from Plan Sponsor and its authorized agent(s) using the Portfolio Symbol to identify the investment orders in the trust accounting records of the Plan, (2) to price the Portfolio as of market close and to reflect the daily NAV of each unit held in the trust accounting records of the Plan, and (3) to report the investment activity on a first in, first out (FIFO) tax cost basis of the Portfolio in the certified trust or custody statements for the Plan using the Portfolio Symbol on a periodic basis. Valuation of securities held in each portfolio will be derived as follows: (1) mutual fund shares will be valued at the most recent NAV per share reported by the fund; (2) market-traded securities will be valued at the most recent reasonably obtainable market price or a price provided by a recognized pricing service; and (3) securities for which a market price is not reasonably obtainable or for which a price is not reasonably available from a pricing service will be valued at a fair value determined in good faith subject to Trust Bank's right to request valuation by Plan Sponsor or an independent appraiser. Subject to any applicable law or regulation, Trust Bank shall not be obligated to determine the fair value of any security for which a market price was reasonably obtainable within the previous 48 hours, in which case such securities shall be valued at that previous market price.

Delegation of Servicing Responsibilities

Trust Bank may retain a third party unaffiliated with Trust Bank to perform all, or part, of Trust Bank's obligations under this Plan Sponsor Agreement, the Plan's applicable trust or custody agreement with Trust Bank and any other applicable agreements, provided that such retention of a third party by Trust Bank shall in no way alleviate Trust Bank of its responsibility for its performance of such obligations and services. Trust Bank may retain or appoint one or more subcustodians and/or broker-dealers, whether or not affiliated with it, to hold the assets of the Portfolios and to settle or execute securities transactions on behalf of the Portfolio. Such unaffiliated broker-dealers may also be retained or appointed by Trust Bank's authorized third-party sub-custodian, by Plan Sponsor, or by investment managers appointed by the Plan Sponsor. The subcustodian initially appointed as of the date of execution of this Plan Sponsor Agreement is State Street Bank & Trust Company. Trust Bank, in its sole discretion, may replace such subcustodian or broker-dealer at any time without notice to Plan Sponsor.

Fees

Fees for the services described herein shall be paid in accordance with the applicable Fee Schedule for portfolio unitization services provided to the Plan. The fees for these services shall be in addition to, and not in replacement of, any fees payable under the applicable Fee Schedule or any other applicable agreements.

Limitation of Liability and Indemnification

In the event that Trust Bank is unable to implement any of the instructions described above, Trust Bank shall request that Plan Sponsor provide written supplemental or amended instructions. Trust Bank shall have no liability for its acts or failure to act prior to receipt of such written supplemental or amended instructions from Plan Sponsor.

Plan Sponsor acknowledges and agrees that the responsibility of Trust Bank under the provisions of this Plan Sponsor Agreement is limited to the requirement that Trust Bank act pursuant to the specific instructions and directions as set forth herein. Trust Bank shall not be responsible for, shall have no duty to review, and shall not review the provisions of this Plan Sponsor Agreement in order to determine that these instructions or the matters addressed herein comply with applicable law, including, but not limited to, federal and state securities law and ERISA, the terms of the Plan and/or the terms of the trust(s) established thereunder. It shall be the responsibility exclusively of Plan Sponsor to determine such compliance, and Plan Sponsor agrees that it will take all action necessary to assure such compliance. Without limiting the foregoing, Plan Sponsor represents that it has determined that none of the Portfolios created, or to be created, pursuant to this Plan Sponsor Agreement are subject to regulation or registration under the Investment Company Act of 1940 and that none of the interests in the Portfolios are subject to registration under the Securities Act of 1933. Furthermore, Trust Bank shall have no duty or responsibility to make any independent inquiry or investigation as to any of the foregoing before acting upon these instructions provided by Plan Sponsor. Consequently, Trust Bank shall have no liability to the Plan, to any participant or beneficiary, or to Plan Sponsor, or its officers, directors, employees, and agents for carrying out the instructions described herein, regardless of whether these instructions subject such person or Plan Sponsor to any liability. Plan Sponsor acknowledges and agrees that Trust Bank will not exercise any discretionary authority or discretionary control regarding the management or administration of the Plan, exercise any authority or control regarding management or disposition of Plan assets, or render investment advice or have the power or authority to render such advice, by virtue of the implementation of the instructions described herein.

Plan Sponsor, and to the extent not prohibited by law, the Plan, individually and collectively, shall indemnify, release and hold harmless Trust Bank, its affiliates, subsidiaries and service providers, including any sub-custodian, and/or their officers, directors, employees and agents from and against any and all liabilities, losses, demands, expenses, actions or claims (including, but not limited to, reasonable attorney's fees, costs of defense, taxes, interest, penalties, and/or sanctions) that may arise, directly or indirectly, as a result of or with respect to the matters described herein, including without limitation Trust Bank's reliance on this Plan Sponsor Agreement or any actions of, or instructions provided by, an investment manager appointed by Plan Sponsor pursuant to the terms of the Plan and the Plan's applicable trust or custody agreement with Trust Bank.

Unitized Employer Stock or Single Security Portfolio (if applicable)

For each Portfolio designated as a "Unitized Employer Stock or Single Security Portfolio," if directed by Plan Sponsor on Exhibit 1A, Trust Bank will monitor the liquidity, or the cash portion, of the Portfolio on a daily basis to maintain the liquidity of the Portfolio in accordance with the designated liquidity target ("Liquidity Target") established by the Plan Sponsor so that it is within the liquidity range determined by Plan Sponsor and defined on the attached Portfolio Instructions form. The liquidity range is described as the amount of cash maintained in the account between a designated minimum percentage (the "base") and a designated maximum percentage (the "ceiling"). Trust Bank will neither purchase nor sell shares within the Portfolio if liquidity is within this range unless separately directed to do so by Plan Sponsor.

Purchases or sales necessary to maintain liquidity at the liquidity target level will be initiated by Trust Bank in accordance with the following process:

- When liquidity falls below the base of the liquidity range, Trust Bank will place orders to sell shares of the defined security at amounts calculated at the time of the trade to raise the liquidity level to the liquidity target.
- When liquidity increases above the ceiling of the liquidity range, Trust Bank will place orders to purchase shares of the defined security at amounts calculated at the time of the trade to lower the liquidity level to the liquidity target.
- Dollar-certain purchases and sales will be converted to units by dividing value by the current quote (i.e. bid or ask) at the time of order entry.
- Each order will consist of whole shares only.
- All purchase and sale orders will be entered as "Market Not Held" orders.
- All trades will be entered as "Day Only" orders.
- Order settlement will be handled in the regular way (Trade Date plus one day).
- Unfilled orders will be cancelled at the close of each business day. A new order will be placed on the next business day in accordance with the above directives.
- Trust Bank will not initiate orders that will result in an overdraft (or negative cash balance) in the Portfolio's account.

Unitized Fund of Funds Portfolio (if applicable)

For each Portfolio designated as a “Unitized Fund of Funds Portfolio,” if directed by Plan Sponsor on Exhibit 1B, Trust Bank will monitor the fund allocation percentages of the Portfolio to maintain the fund allocations according to the Fund Target Percentages on the frequency defined by Plan Sponsor on the attached Portfolio Instructions form. The Fund Target Percentages are described as the desired target percentage of each fund to be maintained in the Portfolio on an ongoing basis. Purchases or sales necessary to maintain the fund allocation percentages at the Fund Target Percentages will be initiated by Trust Bank in accordance with the following:

- The fund allocation percentages will be monitored and any required trade orders will be initiated within three business days prior to or after the defined frequency end-date.
- When fund allocation percentages are below the Fund Target Percentages for a fund, Trust Bank will place orders to buy fund units in amounts calculated at the time of the trade to raise the fund allocation percentage to the target percentage. This is defined in the Portfolio Instructions form (Exhibit 1B).
- When fund allocation percentages are higher than the target percentage for a fund, Trust Bank will place orders to sell fund units in amounts calculated at the time of the trade to reduce the fund allocation percentage to the Fund Target Percentages. This is defined in the Portfolio Instructions form (Exhibit 1B).
- All trades will be priced at the NAV calculated at the market close on Trade Date.
- Order settlement will be handled in the regular way (Trade Date plus one day) unless the fund requires other settlement timing.
- Trust Bank will not initiate orders that will result in an overdraft (or negative cash balance) in the account.

Unitized Managed Portfolio (if applicable)

For each Portfolio designated as a “Managed Portfolio,” if specific investment managers have been designated and authorized by Plan Sponsor on the attached Portfolio Instructions form (Exhibit 1C), the investment manager shall access to the Portfolio information and shall place trade and other directives directly for the Portfolio. Such trades shall settle at Trust Bank’s subcustodian through outside broker-dealers designated by the investment manager in accordance with industry practice.

Other

Plan Sponsor acknowledges and confirms that (1) it has relied on the advice of its own legal counsel in providing the instructions and directions to Trust Bank described above, (2) Trust Bank has not provided legal advice with respect to the matters described above, and (3) Trust Bank will act solely on the instructions and directions of Plan Sponsor with respect to its responsibilities hereunder.

The provisions of this Plan Sponsor Agreement shall apply to all directions and/or instructions provided to Trust Bank from Plan Sponsor with respect to the Portfolios, including any such directions or instructions provided prior to or subsequent to the execution of this Plan Sponsor Agreement. Exhibits 1A, 1B and/or 1C and applicable fee schedule are incorporated herein and made a part of this Plan Sponsor Agreement, as amended from time to time.

This Plan Sponsor Agreement is intended to supplement the terms and conditions of the Plan's applicable trust or custody agreement with Trust Bank entered into by and between Plan Sponsor and Trust Bank or its affiliates, as these may be amended from time to time, provided that the terms of this Plan Sponsor Agreement shall control with respect to the matters described herein and shall supersede any inconsistent provisions of such other agreements in such respect.

The undersigned hereby acknowledges and represents that he/she has the legal authority to execute this Plan Sponsor Agreement for and on behalf of noted Plan Sponsor, Administrator, or other named fiduciary, and has executed this Plan Sponsor Agreement in such capacity and not individually.

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TRUST BANK

## Execution Page

|                                               |      |       |          |
|-----------------------------------------------|------|-------|----------|
| Name of Plan Sponsor or Other Named Fiduciary |      |       |          |
| Address                                       | City | State | Zip Code |
| Plan Name                                     |      |       |          |
| Plan Name                                     |      |       |          |
| Plan Name                                     |      |       |          |

### Authorized Signatures      PLAN SPONSOR

| Signature and Date Required              |       |
|------------------------------------------|-------|
| <b>X</b><br>Authorizing Person Signature | Date  |
| Print Name                               | Title |

### CHARLES SCHWAB TRUST BANK

| Signature and Date Required              |       |
|------------------------------------------|-------|
| <b>X</b><br>Authorizing Person Signature | Date  |
| Print Name                               | Title |