

Instructions

Participant

- Complete pages 1 through 6.
Sign and return the completed form to your employer.
Keep pages 7 through 9 for your records.

MGSD EMPLOYEES:

- PLEASE COMPLETE ALL YELLOW HIGHLIGHTED SECTIONS.
YOU MUST PRINT THIS FORM WHEN DONE FILLING IT OUT.
SIGN IT IN PEN.
FAX OR MAIL IT TO AMERICAN FUNDS (BOTTOM OF PAGE 6)

Employer

Once the participant has completed the form:

- Verify the information in Section 2.
Send the form to the appropriate address using the maps on page 6.
Pages 7 through 9 should be retained by the participant.

1 Information about the participant

Important: This section must be completed before an account can be established.

SSN of participant [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]
Date of birth of participant (mm/dd/yyyy) [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]
Country of citizenship \_\_\_\_\_

First name of participant \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_

Residence address (physical address required — no P.O. boxes) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mailing address (if different from residence address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Email address\* \_\_\_\_\_ ( ) \_\_\_\_\_ Daytime phone

Marital status: [ ] I am married. (See Section 6.) [ ] I am not married.

\* Your privacy is important to us. For information on our privacy policies, visit www.capitalgroup.com.

2 Information about the employer

Name of organization \_\_\_\_\_ Plan ID \_\_\_\_\_ EIN [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Name of employer contact \_\_\_\_\_ ( ) \_\_\_\_\_ Daytime phone Ext. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**3 Financial professional**

*This section **must** be filled out completely by the financial professional(s).*

**SKIP THIS SECTION, UNLESS YOU ARE WORKING WITH AN AGENT- THEY SHOULD COMPLETE THIS SECTION.**

We authorize American Funds Service Company (AFS) to act as our agent for this account and agree to notify AFS of purchases made under a Statement of Intention or Rights of Accumulation.

\_\_\_\_\_  
Name(s) of professional(s)

\_\_\_\_\_  
Professional/team ID #

\_\_\_\_\_  
Branch number

(    )  
Daytime phone

\_\_\_\_\_  
Ext.

\_\_\_\_\_  
Branch address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Name of broker-dealer firm (as it appears on the Selling Group Agreement)

**X**  
Signature of person authorized to sign for the broker-dealer — **required**

**4 Investment instructions**

**CHOOSE ONLY ONE: Either A or B. If you elect "B" you must complete the section beneath it.**

**I elect to invest my contributions in Class A shares of the American Funds Target Date Retirement Series® fund with the year closest to my 65th birthday unless I elect otherwise below.**

**A.**  Invest 100% of my contributions in Class A shares of the American Funds Target Date Retirement Series® fund with the year closest to my 65th birthday. New funds for future retirement dates may be added to the series as needed.

**Target Date Fund 2065** (designed for those born 1998 or later)

**Target Date Fund 2035** (designed for those born 1968–1972)

**Target Date Fund 2060** (designed for those born 1993–1997)

**Target Date Fund 2030** (designed for those born 1963–1967)

**Target Date Fund 2055** (designed for those born 1988–1992)

**Target Date Fund 2025** (designed for those born 1958–1962)

**Target Date Fund 2050** (designed for those born 1983–1987)

**Target Date Fund 2020** (designed for those born 1953–1957)

**Target Date Fund 2045** (designed for those born 1978–1982)

**Target Date Fund 2015** (designed for those born 1948–1952)

**Target Date Fund 2040** (designed for those born 1973–1977)

**Target Date Fund 2010** (designed for those born 1947 or earlier)

**OR**

**B.**  Invest my contribution as instructed below. For a quick guide to fund names, numbers, minimums and share class restrictions, go to **www.capitalgroup.com/fundguide**. (The percentage you elect must equal the minimum of \$25 per fund. You may customize your investment strategy by selecting a combination of funds.)

**Select a share class:**  Class A **OR**  Class C

Fund name or number	Percentage (whole percentages only)
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
<b>Total</b>	<b>===== %</b>

- Notes:**
- To make changes to your fund selections and/or percentage allocations in the future, please notify your employer.
  - Prior to enrolling, review the fee ratio and returns, net of fees, for each American Funds investment option in your plan at **www.capitalgroup.com/fee-disclosure**.
  - The \$10 setup fee will be deducted from your account.

**5 Beneficiary designation**

We encourage you to consult a professional regarding the tax-law and estate planning implications of your beneficiary designation. All stated percentages must be whole percentages (e.g., 33%, not 33.3%). If the percentages do not add up to 100%, each beneficiary's share will be based proportionately on the stated percentages. When percentages are not indicated, the beneficiaries' shares will be divided equally.

**Notes:** • Your spouse may need to sign in Section 6. If you wish to name more than one trust or entity, customize your designation or need more space, attach a separate page. Include the name, address, relationship, date of birth or trust, SSN/TIN and percentage for each beneficiary.

• If you name a trust as beneficiary, provide the full legal name of the trust. Example: "The Davis Family Trust."

**A. Primary Beneficiary(ies):** If any designated Primary Beneficiary(ies) dies before I do, that beneficiary's share will be divided proportionately among the surviving Primary Beneficiaries unless otherwise indicated. If no Primary Beneficiaries survive me, assets will be paid to the named Contingent Beneficiaries, if any.

1. \_\_\_\_\_ MI \_\_\_\_\_ Last name \_\_\_\_\_ Suffix \_\_\_\_\_  
 First name (print)

**OR** \_\_\_\_\_  
 Name of trust or other entity (print)

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Address

Spouse    Child of owner    Other person    Trust    Other entity   \_\_\_\_\_ Date of birth or trust (mm/dd/yyyy)   \_\_\_\_\_ SSN/TIN   \_\_\_\_\_ % Whole % only

2. \_\_\_\_\_ MI \_\_\_\_\_ Last name \_\_\_\_\_ Suffix \_\_\_\_\_  
 First name (print)

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Address

Spouse    Child of owner    Other person   \_\_\_\_\_ Date of birth (mm/dd/yyyy)   \_\_\_\_\_ SSN   \_\_\_\_\_ % Whole % only

3. \_\_\_\_\_ MI \_\_\_\_\_ Last name \_\_\_\_\_ Suffix \_\_\_\_\_  
 First name (print)

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Address

Spouse    Child of owner    Other person   \_\_\_\_\_ Date of birth (mm/dd/yyyy)   \_\_\_\_\_ SSN   \_\_\_\_\_ % Whole % only

4. \_\_\_\_\_ MI \_\_\_\_\_ Last name \_\_\_\_\_ Suffix \_\_\_\_\_  
 First name (print)

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Address

Spouse    Child of owner    Other person   \_\_\_\_\_ Date of birth (mm/dd/yyyy)   \_\_\_\_\_ SSN   \_\_\_\_\_ % Whole % only

**5 Beneficiary designation**

*(continued)*

**Important: Section 5-A must be completed prior to completing Section 5-B.**

**B. Contingent Beneficiary(ies):** If no Primary Beneficiary survives me, pay my benefits to the following Contingent Beneficiary(ies).

If any designated Contingent Beneficiary(ies) dies before I do, that beneficiary's share will be divided proportionately among the surviving Contingent Beneficiaries unless otherwise indicated. If no Contingent Beneficiaries survive me, assets will be paid according to the Custodial Agreement default designation.

1. \_\_\_\_\_  
 First name (print) MI Last name Suffix

**OR** \_\_\_\_\_  
 Name of trust or other entity (print)

Address City State ZIP

Spouse  Child of owner  Other person  Trust  Other entity \_\_\_\_\_  
 Date of birth or trust (mm/dd/yyyy) SSN/TIN Whole % only

2. \_\_\_\_\_  
 First name (print) MI Last name Suffix

Address City State ZIP

Spouse  Child of owner  Other person \_\_\_\_\_  
 Date of birth (mm/dd/yyyy) SSN Whole % only

3. \_\_\_\_\_  
 First name (print) MI Last name Suffix

Address City State ZIP

Spouse  Child of owner  Other person \_\_\_\_\_  
 Date of birth (mm/dd/yyyy) SSN Whole % only

4. \_\_\_\_\_  
 First name (print) MI Last name Suffix

Address City State ZIP

Spouse  Child of owner  Other person \_\_\_\_\_  
 Date of birth (mm/dd/yyyy) SSN Whole % only

5. \_\_\_\_\_  
 First name (print) MI Last name Suffix

Address City State ZIP

Spouse  Child of owner  Other person \_\_\_\_\_  
 Date of birth (mm/dd/yyyy) SSN Whole % only

**6 Spousal consent to beneficiary designation—if required**  
*Consult your financial professional and/or the employer about the need for spousal consent.*

I am the spouse of the participant named in Section 1. I irrevocably consent to the designation made by my spouse to have any death benefits paid to the named beneficiary(ies) specified in Section 5. I understand that the effect of such designation is to cause my spouse's death benefit to be paid to a beneficiary other than me, that such beneficiary designation is not valid unless I consent to it and that my consent is irrevocable unless my spouse revokes the beneficiary designation.

**This document may not be signed using Adobe Acrobat Reader's "fill and sign" feature.**

	<b>X</b>	/ /
Name of spouse of participant (print)	Signature of spouse of participant	Date (mm/dd/yyyy)

**Note:** If the employer sponsors an ERISA plan, the spousal consent must be witnessed or notarized. Please check with the Plan Sponsor if you need more information regarding the ERISA status of the plan.

Witnessed by:     Plan representative     Notary public

<b>X</b>	/ /
Signature of witness	Date (mm/dd/yyyy)

**NOTARY:** Affix seal here.

**7 Signature of participant—required**

I hereby establish an American Funds 403(b), appoint Capital Bank and Trust Company (CB&T) as Custodian and acknowledge that I have received, read and agree to the terms set forth in the American Funds 403(b) *Basic Individual Custodial Agreement*. I acknowledge that I have read and agree to the terms of the current prospectus(es) of the fund(s) selected and consent to the \$10 setup fee and the annual custodial fee (currently \$10). I understand that I and all shareholders at my address will receive one copy of fund documents (such as annual reports and proxy statements) unless I opt out by calling **(800) 421-4225**.

I certify, under penalty of perjury, that my Social Security number is correct. I have designated the beneficiary(ies) in Section 5 or on an attached page. I also certify that, if I am married and have not named my spouse as Primary Beneficiary, I have consulted my financial professional about the need for spousal consent. If no beneficiary is named, the Custodial Agreement default will apply.

I authorize the financial professional assigned to my account to have access to my account and to act on my behalf with respect to my account.

I understand that, to comply with federal regulations, information provided on this application will be used to verify my identity. For example, my identity may be verified through the use of a database maintained by a third party. If CB&T is unable to verify my identity, I understand that CB&T may need to take action, possibly including closing my account and redeeming the shares at the current market price, and that such action may have tax consequences, including a tax penalty.

\_\_\_\_\_ **X** \_\_\_\_\_ / /  
 Name of participant (print)      Signature of participant      Date      (mm/dd/yyyy)

**This document may not be signed using Adobe Acrobat Reader's "fill and sign" feature.**

**PRINT THIS APPLICATION. MAIL OR FAX DIRECTLY TO AMERICAN FUNDS. You will receive a welcome email from American Funds when your account has been established (in approximately 10 business days).**

**Employer: If spousal consent is required, mail this completed form to the service center for your state using the maps below. Otherwise, you may fax it to (888) 421-4371.**

If mailing, choose the service center for your state. Mail the form to the Indiana Service Center if you live outside the U.S.



**American Funds Service Company**  
 P.O. Box 6164  
 Indianapolis, IN 46206-6164

**Overnight mail address**  
 12711 N. Meridian St.  
 Carmel, IN 46032-9181



**American Funds Service Company**  
 P.O. Box 2560  
 Norfolk, VA 23501-2560

**Overnight mail address**  
 5300 Robin Hood Rd.  
 Norfolk, VA 23513-2430

Financial professional upload [www.capitalgroup.com/upload](http://www.capitalgroup.com/upload)

**Fax (888) 421-4371**

For more information, contact your financial professional, visit [www.capitalgroup.com](http://www.capitalgroup.com) or call us at (800) 421-4225.

This Custodial Agreement, effective October 1, 2008, is established in accordance with §403(b)(7) of the Code as follows:

**ARTICLE I — Custodial Account**

**1.1 Custodial Account.** The Custodian has established a custodial account in accordance with the provisions of Code §403(b)(7), consisting of such cash and property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian, and the earnings and profits thereon. All such money and property, all investments, earnings and profits thereon, less payments, which at the time of reference the Custodian has made, are referred to herein as the "Custodial Account." For investment purposes, the Custodial Account shall be composed of separate subfunds as investment media with varying investment objectives. The Custodial Account shall be used exclusively to hold title to Designated Investment Company shares and/or cash for the benefit of the Employees (as that term is defined in the Plan). "Designated Investment Company(ies)" means one or more of the regulated investment companies (as the term "Regulated Investment Company" is defined pursuant to §403(b)(7)(C) of the Code) for which Capital Research and Management Company<sup>SM</sup> or an affiliate serves as investment adviser.

**1.2 Exclusive Benefit.** The Custodian shall hold the Custodial Account in accordance with this Agreement for the exclusive benefit of the Employees and their Beneficiary or Beneficiaries. The Custodial Account shall be used to pay benefits to Employees and their Beneficiaries, and to pay administrative expenses of the Plan and Custodial Account, but only to the extent directed by Employer, and shall not be used for any other purpose or to the benefit of the Employer except as provided in Section 2.3 below.

**ARTICLE II — Contributions**

**2.1 Form of Contributions.** The Custodian shall receive contributions pursuant to the terms of the Plan, in cash or such other property as the Custodian may from time to time deem acceptable.

**2.2 Responsibility for Contributions.** The Employer shall make contributions in such manner and at such times as shall be appropriate under the Plan. The Custodian shall not be responsible for the calculation or collection of any contribution required by the Plan, but shall be responsible only for cash and acceptable property it received pursuant to this Agreement.

**2.3 Return of Contributions.** In the event the Employer makes a contribution by reason of mistake of fact, the excess of the amount contributed over the amount that would have been contributed had a mistake of fact not occurred (without earnings attributable to such excess, but after reduction of losses attributable thereto) may be returned to the Employer within one year of such a mistaken contribution, as the Employer shall direct.

**ARTICLE III — Duties of the Custodian**

**3.1 Investment of Custodial Account.** The Custodian shall invest and reinvest the Custodial Account solely in accordance with directions of the Employer, who under the terms of the Plan, has responsibility with respect to the investment of Plan assets, or a delegate, and the Custodian shall not be responsible for determining whether such directions are in accordance with the Plan's terms. If permitted under the terms of the Plan, each Employee or Beneficiary shall have the right to direct the investment of his or her Account among the investment options available under this Agreement; provided, however, that in the event the Employee or Beneficiary fails to provide investment instructions, the Account will be invested based on the investment instructions provided by the Employer of the Employee.

**3.2 Distributions.** The Custodian shall make payments and distributions from the Custodial Account as requested by the Employee and directed by the Employer. The Custodian shall be under no obligation to check or verify the correctness of the instructions given to it by the Employer, its only responsibility and duty with respect to payments and distributions being to follow the directions of the Employer. The Custodian shall have no power or authority to deviate from such directions as the Employer may give to it with respect to payment of money, either as to amounts or times of such payments, or as to the persons entitled to such payments. No amounts may be distributed, paid or made available to the Employee before the Employee dies, attains age 59½, has a severance of employment or becomes Disabled, as that term is defined in the Plan. The entire interest of an Employee must be distributed or begin to be distributed no later than the Employee's required beginning date in accordance with the regulations under Code §401(a)(9), which are incorporated herein by reference.

In the case of an Employee who is a former Employee as of January 1, 2009, the Custodian may make distributions as directed by the former Employee.

**3.3 Statements of Account.** Periodically, the Custodian shall furnish to the Employee, or the Beneficiary of a deceased Employee, a statement of the Account, showing amounts invested or redeemed and the number and price of such shares. The Custodian shall furnish an annual calendar-year statement to the Employee or Beneficiary or, upon request, to the Employer, setting forth receipts, investments, disbursements and other transactions. Upon expiration of 45 days after forwarding such statement, the Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations or responsibilities as shown in or reflected by such statement, except with respect to any such acts or transactions as to which the Employee or Beneficiary (or Employer, as applicable) shall have filed written objections with the Custodian within such 45-day period.

**3.4 Division of Duties and Indemnifications.**

- (A) The Custodian shall have no authority except as authorized herein.
- (B) The Custodian shall not be answerable for any action taken pursuant to any direction, consent, certificate or other paper or document on the belief that the same is genuine. All directions by

the Employer shall be in writing. The Employer shall deliver to the Custodian certificates evidencing the individual or individuals authorized to act as set forth in the Plan or as the Employer may subsequently inform the Custodian in writing, and shall deliver to the Custodian specimens of their signatures.

- (C) The Employer shall indemnify the Custodian against all liabilities and claims (including reasonable attorney's fees and expenses in defending against such liabilities and claims) against the Custodian arising from any act or omission or any breach of fiduciary responsibility by a fiduciary other than the Custodian unless the Custodian knowingly participates in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach or, through its negligence, has enabled such other fiduciary to commit a breach of the latter's fiduciary responsibilities.
- (D) The Custodian shall not be responsible in any way for the application of any payments it is directed to make, or for the adequacy of the Custodial Account to meet and discharge any and all liabilities.

**ARTICLE IV — Custodian Powers**

**4.1 Custodian Powers.** Subject to Article III of this Agreement, the Plan and applicable law, the Custodian is authorized and empowered:

- (A) to safeguard the Custodial Account and to sell, exchange, convey, transfer or otherwise dispose of any property held by it, by private contract or at public auction pursuant to the directions of the Employer;
- (B) to invest and reinvest all or any part of the Custodial Account in Designated Investment Company shares, at the applicable offering price as described in the Designated Investment Company's prospectus;
- (C) to deliver or cause to be executed and delivered, to Employees and Beneficiaries all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by it relating to Designated Investment Company shares held in the Custodial Account. The Custodian shall vote the shares of any such Designated Investment Companies in accordance with timely written directions given by the Employees and Beneficiaries. If the Custodian receives no such written directions from the Employees and Beneficiaries, the Custodian may vote the shares of each fund held in the Account in the same proportion as the votes of the other shareholders of the fund(s) held in the Account;
- (D) to make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (E) to register any investment held in the Custodial Account in its own name or in the name of a nominee and to hold any investments in bearer form or in book share form without being required to obtain certificates therefore, but the books and records of the Custodian shall at all times show that all such investments are part of the Custodial Account;

- (F) to hold in cash such portion of the Custodial Account that is not sufficient to meet the minimum investment requirement under the terms of the prospectus of any investment company or other directed investment, and to temporarily hold in cash investment income and other cash receipts pending purchase of investments or distributions in accordance with directions received from the Employer;
- (G) to exercise any of the powers that an individual owner might exercise in connection with property either real, personal or mixed held by the Custodial Account, and to do all other acts that the Custodian may deem necessary or proper to carry out any of the duties set forth in this Agreement or otherwise in the best interests of the Custodial Account;
- (H) to adjust, compromise or otherwise settle any obligation or liability due to, or from it, as Custodian hereunder, including any claim that may be asserted for taxes under present or future laws, state or federal, or to enforce or contest the same by appropriate legal procedures; however, the Custodian shall not be required to institute or continue litigation unless it is in possession of funds adequate for that purpose, or unless it is indemnified to its satisfaction by the Employer against its counsel fees and other expenses, costs and liabilities to which, in its judgment, it may be subjected by any such action.
- (I) to employ agents, including custodians and counsel, which may be counsel to the Employer, and to pay them reasonable expenses and compensation out of the Custodial Account.

**4.2 Limited Custodial Duties.** The duties and obligations of the Custodian shall be limited to those expressly imposed upon it by this Agreement or otherwise agreed upon in writing. If the terms of the Plan conflict with or expand the limited duties set forth herein, or are in any way inconsistent with the terms of the Custodial Agreement with respect to such relationship, the terms of the Custodial Agreement shall control. Responsibility for the administrative duties under the Plan or applicable law not expressly imposed upon or agreed to by the Custodian shall rest solely with the Employer.

**ARTICLE V — Administration Expenses**

The Plan will pay all reasonable costs, charges and expenses that the Custodian incurs in connection with its duties hereunder, and all reasonable costs, charges and expenses, including any recordkeeping fees that the Employer incurs in connection with the administration of the Plan (including Plan-related fees for legal services rendered to the Custodian or the Employer), unless paid by the Employer. There is a one-time setup fee for new Employee accounts and an annual maintenance fee assessed against all Employee and Beneficiary accounts. No additional fee will be assessed as a result of this amendment and restatement.

The Custodian shall be entitled to reasonable increases in compensation for its services. Any increase will be described in a notice to the Employer, and Employees or Beneficiaries, at least 60 days in advance of the increase. Custodian shall be entitled to reimbursement for reasonable expenses incurred by it in the performance of its duties hereunder, including reasonable fees for legal counsel.

**ARTICLE VI — Successor Custodian**

Upon termination of the Vendor Agreement and, at the request of the Employee and the direction of the Employer, the Custodian will transfer the Employee's assets to a successor custodian or annuity contract issuer that is designated as a vendor under the Plan. The Employee is under no obligation to request such a transfer, and the Custodian will continue to serve as custodian unless such direction is received by it in writing.

**ARTICLE VII — Amendment and Termination**

**7.1 Amendment.** The Employee, by the establishment of this Account, delegates to the Custodian the power to make any retroactive or prospective modification of, or amendment to, this Agreement that is necessary to conform the Agreement to, or satisfy the conditions of, any law, governmental regulation or ruling, and any prospective amendment that is desirable for the administration of this Agreement, and by doing so shall be deemed to have consented to each such amendment or modification. Notwithstanding the preceding sentence, no amendment shall be made that would have the effect of allowing any part of the Account to be used for any purpose other than for the exclusive benefit of the Employee or Beneficiary nor shall any amendment increase or decrease the duties or liabilities of the Custodian without its consent. The Custodian has no affirmative obligation to amend the Agreement for any purpose.

This Agreement may, at Custodian's option, terminate upon the transfer or complete distribution of the Account, or at the discretion of the Custodian at any time upon 30-days' prior written notice to the Employee.

**7.2 Plan Termination.** In case of Plan termination, the assets of the Custodial Account may be distributed at the request of the Employee and as directed by the Employer, pursuant to the terms provided in the Plan.

**ARTICLE VIII — Plan Provisions and Limitations**

**8.1 Elective Deferrals.** An eligible Employee may enter into a salary reduction agreement with the Employer authorizing the Employer to withhold a specific dollar amount or a specific percentage from the Employee's included compensation and to deposit such amount into the Custodial Account.

**8.2 Code Limitations.** The total contributions made on behalf of an Employee for any year will not exceed the limits imposed by Code §§402(g), 415 and 414(v), if applicable, as they may be adjusted from time to time. The limits of Code §§402(g), 415 and 414(v) are incorporated herein by reference. If the limitations are exceeded because the Employee is also participating in another plan or has other accounts required to be aggregated with this Custodial Account for the purposes of §415, then the extent to which annual contributions under this Custodial Account will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, shall be determined by the Employer.

**8.3 Vesting.** All contributions made to this Custodial Account are 100% immediately vested with the Employee on whose behalf the contributions are made.

**8.4 Hardship Withdrawals.** Notwithstanding anything in the Plan to the contrary, hardship withdrawals are not permitted from this Custodial Account.

**8.5 Employee Loans.** Notwithstanding anything in the Plan to the contrary, Employee loans are not permitted from this Custodial Account.

**8.6 After-tax Contributions and Roth After-tax Contributions.** Notwithstanding anything in the Plan to the contrary, after-tax contributions and Roth after-tax contributions are not permitted in this Custodial Account. Should such contributions be remitted to the Custodial Account, the Custodian is under no obligation to track or otherwise separately account for such contributions.

**8.7 Rollover Contributions.** At the request of the Employee, the Employer may direct the Custodian to accept rollover contributions if the Plan so provides. Notwithstanding anything in the Plan to the contrary, the Custodian is under no obligation to track or otherwise separately account for such contributions. Rollover contributions held in the Custodial Account are not available for distribution prior to the Employee's severance from employment, death or Disability.

**8.8 Plan-to-Plan Transfers from the Custodial Account.** At the direction of the Employer and with the consent of the Employee, the Custodian may transfer all or any portion of the Custodial Account to another plan that satisfies section 403(b) of the Code.

**8.9 Transfers to Defined Benefit Plan.** If an Employee is also a participant in a tax-qualified defined benefit governmental plan (as defined in §414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Employee, then the Employer, at the request of the Employee and in accordance with its Plan, may direct the Custodian to have any portion of the Employee's account transferred to the defined benefit governmental plan.

**8.10 Exchanges.** The Employer, at the request of an Employee or Beneficiary, may direct the Custodian to accept the exchange of cash from another vendor designated under the terms of the Plan or exchange cash to another vendor designated under the terms of the Plan as eligible to receive exchanges.

**8.11 December 31, 1986 Balances.** Notwithstanding anything in the Plan to the contrary, the Custodian is not responsible to track or otherwise separately account for Employee balances accrued as of December 31, 1986, for the purpose of the age 75 required beginning date under the grandfather provisions of §401(a)(9).

**8.12 Direct Rollovers.** The Employer may direct the Custodian to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Employee or Beneficiary in a direct rollover, in accordance with §401(a)(31), which is herein incorporated by reference.



**8.13 Beneficiary Designation.**

- (i) **Employee's Right to Designate or Change Beneficiary.** The Employee shall have the right to designate or change a Beneficiary to receive any benefit from the Account to which such Employee may be entitled in the event of the Employee's death prior to complete distribution of the Account. If no such designation is in effect at the time of the Employee's death, the Employee's Beneficiary shall be the Employee's spouse or, if none, the Employee's children equally. If any child does not survive the Employee, then the deceased child's share will be distributed to his or her children (the Employee's grandchildren) equally or, if none, the surviving children equally. If none of the foregoing survives the Employee, the Beneficiary will be the Employee's estate.
- (ii) **Required Form of Beneficiary Designation.** The Employee may designate or change a Beneficiary only by written notice to, and in a form acceptable to, the Custodian, but the Custodian shall have no responsibility to determine the validity of such beneficiary designation. The designation or change will take effect as of the date the written notice was executed, provided that the designation or change is delivered to the Custodian prior to the Employee's death. The beneficiary designation form shall be used solely for the purpose of designating a Beneficiary or Beneficiaries.
- (iii) **Good Faith Payment by Custodian.** The Custodian shall be relieved of any liability for making any payment in good faith to any person or entity that claims to be a Beneficiary. The Custodian shall be entitled to rely without liability on written notice from the Employee's personal representative or any Beneficiary as to the identity of the Beneficiaries of the Employee at the time of the Employee's death.
- (iv) **Receipt of Instructions From Conservator or Guardian.** If the Custodian of the Account is asked to follow the instructions of a conservator or guardian of the estate of any incapacitated Employee (hereinafter such conservator or guardian is referred to as a "Personal Representative"), the Custodian may, but shall not be required to, follow such instructions; provided, however, the Custodian may not act upon the instructions of such Personal Representative to change the designation of Beneficiaries to receive any property, benefit or contract right on the conservatee's or ward's death without court authorization. When requested to follow the instructions of a Personal Representative, the Custodian, before incurring any duty to comply with such instructions, may require any information reasonably necessary or appropriate to identify the Personal Representative and to facilitate the actions of the Custodian in following such instructions.

The Custodian, in its sole and absolute discretion, may petition any applicable court to resolve any issue pertaining to the instructions of the Personal Representative, including, but not limited to, the authority to engage in the

proposed acts requested by the Personal Representative. All expenses of such a judicial determination, including the Custodian's reasonable attorney's fees, shall be charged to the Account as provided in this Agreement.

The Custodian shall not be liable to any person for acting or refusing to act in good faith reliance on the instructions of the Personal Representative.

- (v) **Payments Upon Death of Beneficiary.** If a Beneficiary is a natural person and is entitled to benefits under the Employee's Account ("Original Beneficiary"), then upon the death of such Original Beneficiary, any remaining benefits shall be payable to one or more persons or entities ("Subsequent Beneficiary") designated by the Employee to receive such benefits. If the Employee fails to designate a Subsequent Beneficiary, or to the extent that such designation does not make an effective disposition of all such remaining benefits in the Account, then such remaining benefits shall be payable to the Subsequent Beneficiary(ies) if so designated by the Original Beneficiary to receive such benefits or, if none, to the Original Beneficiary's estate. The Employee's and the Original Beneficiary's designation of a Subsequent Beneficiary to receive such remaining benefits may be acted upon by the Custodian if:
  - (1) the designation is executed prior to the death of the Employee or Original Beneficiary, as the case may be, by a written instrument in a form acceptable to the Custodian;
  - (2) the designation expressly refers to the remaining benefits in the Account; and
  - (3) the designation is delivered to the Custodian prior to the Original Beneficiary's death.

If such remaining benefits are thus payable to such a Subsequent Beneficiary, they shall be paid over a period that does not extend beyond the applicable distribution period for the distribution of the Employee's Account. If a Beneficiary is a trust and is receiving benefits under the Employee's Account over the life expectancy of a trust beneficiary (or over the remaining life expectancy, if any, of the Employee or of any prior Beneficiary or prior trust beneficiary), then upon the death of such trust beneficiary prior to the complete distribution of such benefits to the trust, such remaining benefits shall be payable to the trust, or directly to the successor trust beneficiary or beneficiaries if so instructed in writing by the trustee, over a period that does not extend beyond the applicable distribution period for the distribution of the Employee's Account.

**ARTICLE IX — Miscellaneous**

**9.1 Actions by the Employer.** Whenever, under the terms of this Agreement, the Employer is permitted or required to take some action, such action may be taken by the person or persons designated by the Employer as an Authorized Signer in accordance with the Vendor Agreement.

**9.2 Liability to Third Parties.** As between the Custodian and persons dealing with it in any manner regarding the Plan or the Custodial Account, the claims of such persons shall be limited to the assets of the Custodial Account, and the Custodian shall not be responsible for any claims in connection therewith.

**9.3 Spendthrift Provision.** Except for (a) payment under a qualified domestic relations order ("QDRO") as permitted under the Plan, and (b), any other transfer or distribution otherwise required by applicable federal law, no benefit distributable out of the Custodial Account to any Employee or Beneficiary will be subject in any manner to anticipation, alienation, sale, transfer, assignment, garnishment, pledge, encumbrance or charge. Any attempt to sell, assign, encumber or otherwise transfer a benefit will be void; and no benefits will be liable for the debts or obligations of any Employee or Beneficiary nor subject to attachment or legal process for or against that person. No attachment or lien may be recognized by the Custodian except to the extent required by law.

**9.4 Use of Electronic Media.** The Custodian may use electronic media to satisfy any notice, written consent or direction requirements, to the extent permissible under regulations (or other generally applicable guidance). In those circumstances permitted by the Custodian, the Employer may use electronic media to conduct Plan transactions.

**9.5 Miscellaneous.**

- (A) **Qualification.** Custodian represents that it is qualified to act as a Custodian for the Plan pursuant to all applicable law.
- (B) **Compliance.** The parties intend that this Agreement be consistent with all requirements of the Code and ERISA, if applicable. Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement is determined not to comply with any requirements of the Code or ERISA, if applicable, such provision shall be enforceable only to the extent it is in compliance with such requirements and shall otherwise be deemed to be inapplicable.
- (C) **Use of IRS Compliance Programs.** Nothing in this Agreement should be construed to limit the availability of the IRS' voluntary compliance programs, the Employee Plans Compliance Resolution System (which encompasses the Administrative Policy Regarding Self-Correction, the Walk-in CAP, Audit CAP and the Voluntary Compliance Resolution Program).
- (D) **General Terms.** Each term and provision of the Custodial Agreement shall be valid and enforceable to the fullest extent permitted by law. The Custodial Agreement shall be governed by the laws of the State of California, except to the extent such laws are superseded by ERISA. Any claim, dispute, controversy or other matter arising under or related to the Custodial Agreement shall be subject to the sole and exclusive jurisdiction of the federal and state courts located in Los Angeles, California, and all parties hereby waive any claims of *forum non conveniens* or lack of personal jurisdiction with respect to such courts.