
CUSTODY AGREEMENT

_____, as Principal, is depositing the assets listed on the attached Schedule with COMMUNITY BANK & TRUST, as Custodian. Principal and Custodian agree that the assets so deposited in this account, together with any additional assets deposited by Principal or others, shall be administered in accordance with the provisions of this Agreement.

- A. Custodian is empowered to do all things necessary or convenient for the orderly administration of this account. Without limiting this general power, it shall include the following powers and discretions, in addition to those provided by law:
1. Keep all assets safely; collect income and the proceeds of sales, maturities, and redemptions; distribute net income and principal as directed by Principal; and provide Principal with monthly statements of account transactions and holdings.
 2. Record orders to clear the purchase or sale of any securities upon Principal's instructions; sell or buy fractions of shares to equal whole shares; and hold assets in the name of a nominee or in bearer form; all as it, in its sole discretion, may deem proper unless Principal shall have previously directed otherwise.
- B. Principal may designate in writing a third party to give investment or other instructions to Custodian. Custodian may rely upon these third party instructions to the same extent as if they had been given by Principal.
- C. It is mutually understood by Custodian and Principal that:
1. Principal agrees to transact all purchases and sales of securities through a reputable broker of Principal's choice and to communicate in a manner approved by Custodian each transaction to Custodian within 24 hours after Principal has given instructions to the broker. The purchase or sale of any securities involving "same-day" or "next-day" funds shall be immediately communicated to Custodian by Principal.
 2. Principal shall vote stock and participate in corporate reorganizations, dissolutions or similar transactions; execute proxies, consents and warrants; and sell or exercise rights on all securities, unless Principal delegates said responsibility to an agent.
 3. Principal agrees that Custodian shall apply its Automated Cash Management System to the available cash that may from time to time be in the account. Principal hereby authorizes the use of SEI Prime Obligation Fund as the investment vehicle for the Automated Cash Management System. Principal acknowledges that it has received a prospectus for the Fund and that it realizes that SEI Investment

Company, an affiliate of Custodian, serves as investment advisor to the Fund and receives a fee for such services.

4. Custodian shall charge against the account the costs and expenses of its administration, including fees in accordance with Custodian's fee schedule as published from time to time.
5. Cash overdrafts in the account will not be permitted. However, to the extent they do occur, Custodian, in its discretion, may charge the account additional fees for the length of time the overdraft exists, such fees to be charged at the Community Bank & Trust's then prime rate of interest.
6. This Agreement may be terminated by the Principal or the Custodian upon thirty (30) days written notice to the other party. Upon termination, Custodian shall deliver the assets in its custody to Principal as directed.
7. Any designation of the Custodian in this Agreement shall include its corporate successor.
8. Custodian shall be under no duty to take or omit to take any action with respect to any securities held in said account, except in accordance with the foregoing provisions. Custodian shall not be liable for any loss or depreciation resulting from any action or inaction of Custodian taken in good faith pursuant to the terms of this Agreement or as a result of following a direction or instruction from Principal under A.2 (or Principal's agent appointed under B) of this Agreement. Provided, however, that Custodian agrees to indemnify Principal for any loss of securities in Custodian's possession whether such loss is occasioned by burglary, robbery, holdup, theft, mysterious disappearance (including damage or destruction) or negligence or dishonesty of Custodian's officers or employees. In the event Custodian's indemnification obligation hereunder arises, Custodian shall promptly replace, at its election, the securities themselves or the value of the securities together with the value of any loss of rights or privileges resulting from the loss of the securities.
9. Custodian is authorized to sign certificates and declarations that may be necessary or convenient for the collection of coupons, registered interest or income on any securities in the account.
10. Custodian shall report your cost basis using the first-in, first-out (FIFO) method unless advised otherwise prior to the execution of a trade. Once the trade is made no changes can be made retroactively to the trade reporting.
11. Custodian is authorized to rely and act upon instructions and directions received from Principal through its representatives identified on the current Corporate Resolution in writing, verbally or by any electronic form of communication. All such instructions and directions that Custodian believes to be genuine shall be binding.



- D. During regular business hours and upon reasonable prior written notice, an officer or employee of Principal, an independent accountant selected by Principal, or a representative of a regulatory body with supervisory jurisdiction over Principal, or any combination thereof, shall be entitled to examine, on the premises of Custodian, its records relating to account securities if prior written authorization for such examination is provided to Custodian by appropriate Authorized Persons of Principal.
- E. Upon Principal's written request, Custodian will deliver to Principal any reports it has received in the 24 months prior to the date of the request prepared by Custodian's auditors (excepting only reports of regulatory auditors, which may not be released to outside parties by law) relating to its system of internal controls.
- F. To the extent certain information relating to account securities is relied upon by Principal in the preparation of its annual statement and supporting schedules, Custodian agrees to maintain records sufficient to determine and verify such information; provided, however, that Principal has notified Custodian in advance regarding the informational detail necessary to comply with the foregoing.
- G. Custodian agrees to provide, upon written request from a regulator or an Authorized Person of Principal, appropriate affidavits in a form acceptable to Custodian, with respect to account securities.
- I. Custodian agrees to secure and maintain insurance protection in an amount Custodian determines to be commercially adequate. By its signature below, Custodian certifies that it is a banking institution which has been authorized to exercise trust powers by the Wisconsin Banking Commissioner and that it meets the definition of "banking and trust company" under Wisconsin Statute section 610.23(1). As such, it is adequately capitalized and qualified to accept securities and hold them in nominee name according to standards developed and maintained by the Wisconsin Commissioner of Banking.

Dated at _____, Wisconsin, this ____ day of _____, 2012.

(Principal Name)

(Authorized Officer)

(Authorized Officer, if required)

COMMUNITY BANK & TRUST
Custodian

By: _____
Its: _____