10275 W. Higgins Road, Suite 500
Rosemont, IL 60018
888-FLEXHSA - Phone
847-440-9063 - Fax
flexhsa@flexiblebenefit.com - Email
www.flexhsa.com

HEALTH SAVINGS ACCOUNT APPLICATION

INSTRUCTIONS:
All fields must be completed and appropriate boxes checked. Return this application to the address noted above for processing. Questions? Please call us at 888-FLEXHSA.

HSA ELIGIBILITY REQUIREMENTS:

Account holder certification – By signing this agreement, unless this HSA Account is to be used solely to receive a rollover contribution or to accept a transfer from a prior trustee/custodian, I, the undersigned, certify that:

(1) I am eligible to contribute to the HSA Account and specifically that I am or will be covered by a qualified High Deductible Health Plan (HDHP). Prior to the effective date of the required coverage, the HSA Account funding is limited to the Account minimum of $50.

(2) I certify that I am not covered by a health plan, other than an HDHP, which provides any of the same benefits as the HDHP.

(3) I am not entitled to benefits under Medicare, and

(4) I may not be claimed as a dependent on another person's tax return.

(*If you cannot certify all of these requirements, you are not eligible to establish a qualified HSA*.)

A ACCOUNT OPENING INFORMATION

HSA Type: *(If no election is made the account will default to Savings Account only.)*

□ **Savings/Deposit Account Only**

□ **Investment Capability** (A one-time fee of $8 will be deducted from your account)

HSA Holder ("Account holder") Information:

Name: _____

Day Phone No.: _____ Evening Phone No.: _____

Social Security No.:_____ Date of Birth: _____

Email Address: _____ Mother's Maiden Name: _____

*Residential Address (a P.O. Box is **not** acceptable):*

Address: _____

City: _____ State: _____ Zip: _____

Account Mailing Address If Different From Above:

Address: _____

City: _____ State: _____ Zip: _____

Employer Name:

Address: _____

City: _____ State: _____ Zip: _____

We reserve the right to request a copy of your Drivers License or State Identification card to verify the information you provided.

B ACCOUNT FUNDING AND TYPE OF CONTRIBUTION

Please make any checks for HSA contributions payable to FlexHSA. ***A minimum of $50 is required to open an account.*** The initial funding of your new HSA may represent one or more types of contributions or rollovers. Please identify each respective type and fill in the applicable amount below. The total amounts listed for options 1, 2 and 3 cannot exceed the amount of the check(s) accompanying this agreement.

IMPORTANT TO NOTE: The HSA regulations set maximum contribution limits for both single and family coverage. There are other factors that may affect the amount you may contribute. Please consult with your tax advisor if you need additional information.

Amount Enclosed:

1. **Current-Year HSA Contribution** 20__ __ **$** _____

2. **Prior-Year Contribution** 20__ __ **$** _____

(If you are eligible to make a prior–year contribution, the contribution can be made on or before the tax filing deadline for that year.)

3. **60-Day Cash Rollover Contribution** **$** _____

(Applies to funds you have received from the Custodian/Trustee of your former HSA or Medical Savings Account (" MSA"). This must be done within 60 days of your receipt of the funds.)

C TRANSFERS/ROLLOVERS

Funds and/or assets transferred directly from your HSA, MSA or IRA **$** _____
Please complete our HSA Transfer/Rollover Authorization Form (HSA-007)

NOTE: IRA transfers cannot exceed the annual HSA contribution limit and must be in cash.

Direct Rollover from HRA or FSA from Employer
Please complete our HSA Rollover Authorization Form (HSA-019) **$** _____

D AUTHORIZATION FOR AUTOMATIC CONTRIBUTIONS (ACH DEBIT) (*Optional*)

Once your account is opened, you will be provided with information on how to set up automatic contributions online.

E FEES

We will automatically charge your **establishment fees, monthly fees and any other fees incurred to your account.** See the Services and Fee Schedule

F DEBIT CARD ISSUANCE

Once your account is open you will receive a debit card to access your HSA funds for eligible medical purposes. **NOTE: There is a debit card limit of $2000 per day per account.**

G THIRD PARTY AUTHORIZATION (*Optional*)

Third party authorization enables the account holder to permit another family member or significant other to discuss the account with Flex or Millennium Trust Company.

I hereby authorize Flex and Millennium Trust Company to discuss my HSA account details with the following individual:

Name: _____ Relationship: _____

Social Security No.: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

H ACCOUNT BENEFICIARY INFORMATION

I hereby make the following beneficiary designation. In the event of my death, pay benefits to the following named primary beneficiary(ies). If more than one primary or secondary beneficiary is designated, the assigned percentages must equal 100%, or the beneficiaries will be assigned equal percentages. Secondary Beneficiaries take hereunder only if all Primary Beneficiaries fail to survive me. If multiple Primary or Secondary Beneficiaries are named, as to each Beneficiary that shall not survive me, his or her share (if any for a Secondary Beneficiary) shall be distributed to the remaining Beneficiaries, Primary or Secondary as the case may be in the proportions shown.

Additional beneficiary designations or changes must be made via the proper HSA form. You should consult your tax or legal advisor to determine the tax or legal effects of your beneficiary designation.

Full Name	*Relationship*	*Soc Sec No.*	*Birth Date*	*Percent to This Beneficiary*
Primary Beneficiary(ies)				
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
Contingent Beneficiary(ies)				
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

Spousal Consent: *This section to be completed only if (1) account holder is married and has designated any Primary Beneficiary other than his/her spouse; and (2) this HSA account will include property in which his/her spouse possesses a community property interest or other type of property interest. As of December 31, 2006, community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin. Due to important tax consequences of giving up one's community property interest, individuals signing this section should consult with their legal or tax advisor.*

I am the spouse of the HSA account holder named above, and I agree to my spouse's naming of a Primary Beneficiary other than myself. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations, and I acknowledge that I shall have no claim whatsoever against Millennium Trust Company, LLC for any payment to my spouse's beneficiary(ies).

Spouse's Name:_____

Spouse's Signature: _____ Date:_____

Please continue to page five to complete this form.

J ACCOUNT HOLDER'S ACKNOWLEDGEMENT AND SIGNATURE

Custodian Authorization - I, the undersigned, hereby appoint Millennium Trust Company, LLC as the Custodian of my HSA Account. Millennium will open a Bank Account on my behalf with FlexHSA. I acknowledge that it is my sole responsibility to determine that I am eligible to open a qualified HSA. It is also my sole responsibility to determine the maximum allowable annual contribution to my HSA Account. I understand that my HSA is not effective until accepted by the Custodian. I acknowledge that the Custodian will not provide any investment, legal or tax advice.

I acknowledge that I have read, understand, and agree to be bound by the Health Savings Account Custodial Agreement and Disclosure Statement and am responsible for the tax effects and requirements noted therein, including the requirement that rollover contributions be made within sixty (60) days after I receive an eligible distribution, if applicable. I acknowledge that all distributions made from my HSA will be reported to the IRS and that it is my sole responsibility to determine the tax consequences, if any, of those distributions and I am personally responsible for any IRS penalties or taxes that may apply.

I, the undersigned, acknowledge that if I choose to invest in my HSA, it is my sole responsibility to direct the investment of the assets of my HSA and that the Custodian shall have no liability for any loss, damage, or tax, including a prohibited transaction tax or plan disqualification tax, resulting from transactions executed by the Custodian based on directions received from me or my duly appointed Investment Agent. I agree to hold the Custodian harmless for its actions hereunder which were directed by me or my Investment Agent and will indemnify the Custodian for any and all claims and costs arising from transactions executed by the Custodian based on directions received from me or my Investment Agent, including but not limited to, court costs, attorney fees and other expenses incurred. I certify that the information entered above is accurate and complete.

HSA Holder's Signature:_____ Date:_____

Please return all forms to:
Flexible Benefit Service Corporation
10275 W. Higgins, Suite 500
Rosemont, IL 60018
Attn: FlexHSA Processing

Please call us at 1-888-FLEXHSA should you have questions,
or visit our website at www.flexhsa.com.

Flexible Benefit Service Corporation
10275 West Higgins, Suite 500
Rosemont, IL 60018

HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT AND DISCLOSURE STATEMENT

Form 5305-C
(Rev. November 2007)
Department of the Treasury
Internal Revenue Service

Custodial Agreement

DO NOT FILE
With the INTERNAL
REVENUE SERVICE

The account owner named in the accompanying Health Savings Account ("HSA") adoption agreement is establishing this account ("Account") for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse and dependents. The account owner represents that, unless this Account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan ("HDHP"); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The account owner (also referred to as "you" or "your") and the custodian ("Custodian") makes the following agreement ("Agreement"):

Article I

1. The Custodian will accept additional cash contributions for the tax year made by you or on your behalf (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.

2. Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extensions).

3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited pursuant to this Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.

Article II

1. The maximum annual HSA contribution for an eligible individual with self-only coverage is $3,000 for 2009 and $3,050 for 2010. For family coverage the maximum HSA contribution is $5,950 for 2009 and $6,150 for 2010. These amounts are the maximum HSA contribution amount regardless of the amount of the HDHP deductible. Catch up contributions for individuals who are 55 or older are $1,000. Both the HSA contribution and catch up contribution apply pro rated based on the number of months of the year a taxpayer is an eligible individual. If you have HDHP coverage as of December 1, of a given year, you are allowed the full, non-pro rated contribution for the year. However, if you cease to remain an eligible individual through the end of December of the following year (a testing period), the extra amount contributed, the pro rated amount for the months prior to becoming eligible, is included in income and subject to an additional 10 percent tax.

2. Contributions to Archer MSA's or other HSA's count toward the maximum annual contribution limit to this HSA.

3. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

Article III

It is your responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, you shall notify the Custodian that there exist excess contributions to the HSA. It is your responsibility to request the withdrawal of the excess contribution and any net income attributable to such excess contribution. In considering whether contributions have exceeded the allowable annual contribution limit, you must take into account any employer contributions as well as any contributions made directly by you.

Article IV

Your interest in the balance in this Custodial Account is non-forfeitable (see Article XIX).

Article V

1. No part of this HSA may be invested in life insurance contracts or in collectibles as defined in section 408(m) of the Code.

2. The assets of this account may not be co-mingled with other property except in a common trust fund or common investment fund.

3. Neither you nor the Custodian will engage in any prohibited transaction with respect to this Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in section 4975 of the Code.)

Article VI

1. Distribution of funds from this HSA may be made at any time upon your direction.

2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of you, your spouse, or dependents are tax free. However, distributions that are not used for qualified medical expenses are included in your gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after your death, disability, or reaching age 65.

3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only you are responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free. All distributions from your HSA are reported in aggregate terms to the IRS annually by the Custodian. You must make the determination as to which distributions qualify for tax-free treatment and which must be reported as income with the filing of your annual income tax return.

Article VII

If you should die before the entire interest in the Account is distributed, the entire Account will be disposed of as follows:

1. If the beneficiary is your spouse, the HSA will become the spouse's HSA as of the date of death.

2. If the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is your estate, the fair market value of the Account as of the date of death is taxable on your final return. For other beneficiaries, the fair market value of their share of the Account is taxable to that person in the year that includes such date of death (see Article XVI).

Article VIII

1. You agree to provide information necessary for the Custodian to prepare any report or return required by the IRS.

2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

Article IX

Not withstanding any other article that may be added or incorporated in this Agreement, the provision of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

Article X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made as provided in Section 11.07 below.

Article XI

11.01 ***Definitions***: The definitions included above and in this Section 11.01 apply to this Agreement and the Disclosure Statement. The account owner is the person who establishes the HSA. The Custodian must be a bank, as defined in Section 408(n) of the Code, insurance company, or other person who has the approval of the Secretary of the Treasury to act as Custodian. For purposes of this Agreement, the "Custodian" will be Millennium Trust Company, LLC. The word "Code" means the Internal Revenue Code. The word "Bank" shall mean the bank that is providing the bank account, checking and other bank services to the HSA. "Bank Account" shall mean an interest bearing demand account. The Account consists of both the Bank Account from which the debit card transactions are paid, and the "Investment Account" which consists of assets held by and the services performed by the Custodian outside of the Bank Account provided the Account Holder upgraded the account to include an investment option. All provisions dealing with investments and the Investment Account apply only to upgraded accounts. "Uninvested Cash Account" is that FDIC insured bank account where otherwise uninvested cash is held in the Investment Account.

11.02 ***Notices and Changes of Address:*** Any notice regarding this HSA will be considered effective when the Custodian mails or e-mails it to the last address of the intended recipient which the Custodian has in its records. Any notice to be given to the Custodian will be considered effective when the Custodian actually receives it in writing at its place of business. You must notify the Custodian in writing of any changes of address.

11.03 ***Representations and Responsibilities:*** You represent and warrant that any information you have given or will give with respect to this HSA is complete and accurate. You agree that any directions you or your authorized agent give the Custodian, or any actions you or your authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be responsible for losses of any kind that may result from such directions to the Custodian or from your actions, or your authorized agent's actions, or failures to act. You agree to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act. The Custodian shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. The Custodian has no duty to determine whether your contributions or distributions comply with the Code, regulations, rulings or this Agreement, nor shall the Custodian have any duty to notify you if any excess contributions are made, nor will the Custodian have any responsibility to determine your continuing eligibility during any testing period or other period. Such determinations are your responsibility. The Custodian shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to the Custodian under this Agreement, but it shall be sufficient that such a document appears to have been delivered to the Custodian by you or another authorized party, and the Custodian shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

11.04 ***Bank Account, Investment Account and Funds Movement:*** The HSA consists of the Bank Account and, with upgraded accounts, the Investment Account. All contributions to the HSA shall be made into the Bank Account and all distributions shall be made from the Bank Account. You are responsible for reviewing the FlexHSA Welcome Kit and understanding generally how medical expenses may be paid from the HSA Account and how funds are made available for investment. Funds move between the Bank Account and the Investment Account as described herein. Funds held in the Bank Account, and the associated debit card are subject to the applicable rules, procedures and regulations furnished to you by, or on behalf of, the Bank. Funds in the Uninvested Cash Account and not then required to settle a pending trade will be available to cash distributions. Other assets in the Investment Account will NOT be sold to cover checks or debit card transactions in the Bank Account without your direction to the Custodian and such sales must be made with sufficient lead time in order to have the settlement proceeds in the Uninvested Cash Account when the check or debit card transaction is presented for payment. You and your HSA will be liable for any overdraft charges. There is a dollar limit on the amount that can be paid with or charged to the debit card per day, including cash withdrawals. This limit is set forth in your FlexHSA Welcome Kit and can change without prior notice to you.

When you make an investment, sufficient funds, if available, will be moved from the Uninvested Cash Account, and if necessary the Bank Account, to make the purchase. If sufficient funds are not then available in the Uninvested Cash Account, and the Bank Account, or from a coincidental sale of another asset in the Investment Account, no asset purchase will be allowed. If later sufficient funds are then available, no purchase will be made unless a new direction is made by you. With prior notice to you, the Custodian reserves the right to impose a minimum amount that must be held in the Bank Account before funds are allowed to be moved to the Investment Account

If the funds in your Bank Account exceed $3000, the excess will be automatically moved to the Investment Account and placed into the Uninvested Cash Account awaiting investment. If the balance in your Bank Account falls below $3000, then to the extent available funds in your Uninvested Cash Account will be automatically transferred back to your Bank Account in order to bring the Bank Account balance to $3000.

Income received in the Investment Account and proceeds received from the sale of assets in the Investment Account will be moved to the Uninvested Cash Account absent investment directions. Funds may also be moved by the Custodian from the Bank Account to the Investment Account for the payment of your HSA's fees and expenses.

11.05 ***Service Fees:*** The Custodian has the right to charge an annual service fee and other designated fees (for example, a transfer, withdrawal or termination fee) for maintaining your HSA. See the Services and Fee Schedule that you have received with this Agreement and which you acknowledge you have had the opportunity to review. The Custodian has the right to be reimbursed for all reasonable expenses the Custodian may incur in connection with the administration of your HSA. The Custodian may arrange to deduct fees or expenses from the assets in your HSA or at the Custodian's discretion the Custodian may charge you separately for any fees or expenses. The Custodian reserves the right to charge any additional fee or to change its fees without prior notice to you. Any brokerage commission or other charges attributable to the assets in your Investment Account will be charged to your Investment Account by your broker. You cannot reimburse your HSA for those commissions or other brokerage charges without risk that such payments constitute contributions to your HSA. The Custodian reserves the right to discount any of its fees within its discretion to certain account owners without notice to you.

11.06 ***Investment of amounts in the HSA in addition to your Bank Account:*** You will select the type(s) of investment(s) for your HSA assets. The Custodian will not have any investment responsibilities and will not review any investment in the Investment Account. The Custodian shall not have any liability for any loss of principal or income, nor for any unusual expense which the Custodian or the HSA may incur relating to any investment. You recognize and agree that early distributions or certain investment directions may result in penalties, loss of equity or other consequences adverse to the Investment Account, and that the Custodian is relieved from responsibility thereof. Your selection of investments shall be limited to those types of investments that your Custodian is authorized to hold and does in fact hold for investment in HSAs, and shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by the Custodian and all Federal and State laws and regulations which apply to the Custodian or your HSA. By opening your Account with the Custodian you are directing and consenting to the investing of otherwise uninvested cash in the Investment Account in the Money Market Account.

11.07 ***Amendments:*** The Custodian has the right to amend this Agreement at any time. Any amendments the Custodian makes to comply with the Code and related regulations do not require your consent. A copy of such amendment shall be mailed or e-mailed to you within thirty (30) days after such amendment is effective. You will be deemed to have consented to any other amendments unless, within 30 days from the date the Custodian mailed or e-mailed the amendment to you, you notify the Custodian in writing that you do not consent and will terminate your Account. If you have provided an e-mail address to the Custodian, the Custodian may deliver any amendment to you via e-mail at that e-mail address.

11.08 ***Withdrawals:*** Except for disbursements made by your FlexMoney™ branded debit card or other methods available through our online portal, all requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. Your tax identification number must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties. All distributions are reported in aggregate terms to the IRS annually. You must make the determination as to which distributions qualify for tax-free treatment and which must be reported as income with the filing of your annual income tax return.

11.09 ***Transfer/Rollover from Other Plans:*** The Custodian can receive amounts transferred to this HSA from the custodian or trustee of another HSA or Archer MSA and certain other types of accounts as explained in the accompanying Disclosure Statement. However, the Custodian also reserves the right not to accept any transfer.

11.10 ***Liquidation of Assets:*** The Custodian has the right to liquidate assets in your HSA if necessary to pay fees, expenses or taxes properly chargeable against your HSA. If you have failed to direct the Custodian which assets to liquidate, the Custodian will decide in its sole discretion and you agree not to hold the Custodian liable for any adverse consequences that result from its decision.

11.11 ***What Law Applies:*** This Agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this Agreement, the law of Illinois shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions, or the Custodian's right or your right thereafter to enforce each and every such provision.

11.12 ***Employer Contributions:*** The Custodian shall not be liable for any losses, damages, costs, penalties or expenses you incur as a result of your employer's failure to make any contributions to your HSA required under your employer's health plan. The Custodian is not responsible for monitoring your employer's contributions to your HSA or notifying you of your employer's contributions. You are responsible for contacting your employer regarding its contributions and monitoring those contributions. In considering whether contributions have exceeded the allowable annual contribution limit, you must take into account any employer contributions as well as any contributions you make.

11.13 ***Insurance Broker Actions or Third Party Statements:*** The Custodian shall not be liable to you for any statements, representations, actions or inactions of any insurance agent or agency that sold you any insurance plan in connection with your HSA, or any statements or representations made by your broker or any third party as to any investments.

11.14 ***Additional Parties on the Account****:* If you have chosen to add your spouse and/or another third party to use the HSA debit card, including a second debit card if one has been requested, on this HSA account, then you acknowledge and agree (a) it is your sole responsibility to inform the authorized individual(s) about the purpose of the HSA and the tax consequences of using the debit card for items that are not qualified expenses, (b) to be bound by, and to have the HSA bound by, any action taken by such authorized individual(s), and (c) to indemnify and hold harmless the Bank and the Custodian from any damages or expenses resulting from any actions taken by such authorized individual(s).

Article XII – General Powers and Duties of the Custodian and Limits Thereon

1. The Custodian is hereby authorized and empowered:

a) To hold funds received from time to time from you or another source, such as rollovers and HSA Account transfers, including in-kind transfers, on behalf of your HSA. The Investment Account shall hold all the assets of the HSA other than the cash maintained in the Bank Account pursuant to the terms of this Agreement and your directions. The Custodian may refuse to accept any in-kind transfer of any specific asset or assets. The Custodian shall not be responsible to determine or ensure that any rollover or transfer meets the requirements of any applicable law, rule, or regulation. The Custodian may hold any and all universal trust or custodial funds or cash received from you, or other sources into the Investment Account, during its administration of this HSA in the Uninvested Cash Account, with any bank, subject to all rules and regulations of the institution and applicable law governing the administration of the Uninvested Cash Account, for your Account's benefit, until such time as the Custodian shall be directed to invest such funds otherwise in the Investment Account.

b) The Custodian will not have any investment responsibilities but shall invest and reinvest the Investment Account only at your direction or the direction of your authorized agent in any form of property, including, but not by way of limitation, the following described investments: stock, bonds, limited partnership interests, limited liability companies, money market funds, mutual funds, certificates of deposit, treasury securities, mortgages, promissory notes, real estate, hedge funds and such other investments as may be consistent with the terms of this Agreement, other related documents executed hereto, and applicable federal laws and regulations.

c) To collect any income generated from the property and add such sums to the Investment Account; to make payments, disbursements or distributions from the HSA as directed by you or your authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Custodial Account in such manner and upon such terms as instructed by you or your authorized agent, and in conformity with the terms of this Agreement and federal regulations of Health Savings Accounts.

2. You shall vote on any investments or any matters pertaining to the Investment Account. You may direct the Custodian to vote on your behalf. You agree that the Custodian may, but shall not be required (unless required under applicable law), to inform you by forwarding materials or otherwise communicating with you as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Custodian shall thereafter have no responsibility whatsoever with respect thereto. You are responsible for making separate arrangements for receiving such communications.

3. The Custodian shall be responsible only for such funds received by the Custodian. The Custodian shall have no duty or obligation to inquire into or investigate the suitability or propriety of any direction from you or your authorized agent or any principals involved with any investment. The terms of this Agreement shall be binding upon the Custodian, you and your authorized agent.

4. The Custodian shall render no opinion as to property so held or as to the advisability of initial and subsequent purchases directed by you. The Custodian shall not be held liable or otherwise accountable for losses incurred by reason of investment selections in accordance with you or your authorized agent's directions, or the actions of any broker.

5. The Custodian shall have no responsibility for determining whether your HSA is subject to excise taxes or other tax or penalty. It is your responsibility to determine if excise tax is due and to pay such excise tax or other tax penalty. The Custodian shall have no responsibility for determining whether an investment directed by you has earned income that is deemed to be unrelated business income which is subject to federal income tax. It is your responsibility to file Form 990-T when such unrelated business income is earned. However, you may submit this information to the Custodian for filing. If you submit this information to the Custodian for filing, you agree that the Custodian is under no obligation or duty to verify the accuracy of this information. You may also direct to have the Custodian receive this information directly from a third party. In such circumstance, the Custodian is under no obligation or duty to verify the accuracy of the information received. In the event that you fail to file Form 990-T or pay any tax or penalty, you agree to indemnify the Custodian for any liability incurred due to the failure to file.

6. You hereby grant the Custodian explicit permission to deposit or arrange for deposit of any securities purchased or received by the Custodian for the benefit of your HSA with the brokerage firm or other custodian of the Custodian's choice or as directed by you in a separate account for the HSA, or a nominee account, or in account as HSA custodian for various HSAs or custody or trust accounts. Said account will be in the name of the Custodian for the benefit of the depositor or multiple depositors or a nominee name. You shall retain the right, should you so desire, to specify a specific brokerage house to use for said deposit of your HSA's particular securities. The Custodian is not liable for the actions of any broker and does not provide any recommendation or endorse any particular broker.

Where you and the Custodian have agreed that you may give investment instructions for execution directly to a broker, any issues which arise with the broker shall be handled directly by you.

7. The Custodian may respond to any subpoena regarding you or the HSA without prior notice to you.

8. Agreeing to the custody of any specific asset does not constitute marketing, distributing or raising capital on behalf of that asset and the Custodian is not in any way endorsing any asset.

9. When the Custodian is directed to invest in assets which are not publicly traded, the Custodian shall not have any responsibility or liability if the entity or the broker/agent involved does not provide the Custodian a receipt or confirmation for/of such investment.

10. You acknowledge that the owner of any investment held in your HSA is the Millennium Trust Company, LLC as Custodian of the HSA and not you individually. You agree not to add any funds or assets into, or receive, or withdraw any funds or assets from the Investment Account other than through the Bank Account or the Custodian as provided in the Agreement.

11. You agree that the Custodian has no duty to report to you any information on any asset held in the Investment Account which the Custodian may have learned in connection with another account or customer or from any source other than in the operation of your Investment Account.

Article XIII – Investment of the Account – No Custodian Responsibility

1. Subject to Section 2 below, you have the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in your Investment Account. You accept full and sole responsibility for the success or failure of any selection made. It is your responsibility to understand the nature of the investments, the principals and risks involved with the investments you have chosen. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment.

2. By notifying the Custodian on a form acceptable to the Custodian, you may delegate the investment responsibility for all of your Investment Account to an authorized agent. The Custodian shall assume that the appointed agent is at all times qualified to act in that capacity.

3. The Custodian shall not be liable for the acts or omissions of you or your agent. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which you or your authorized agent directs. The Custodian will not act as an investment advisor to you and shall not have any duty to question, review or investigate you or your authorized agent's directions regarding the purchase, retention, or sale of any asset, or any action taken by the you or any authorized agent of yours. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by a former custodian or trustee of any Archer MSA, HRA, FSA, IRA or HSA which has transferred all or any portion of its assets to Millennium Trust Company, LLC.

4. The Custodian shall not be responsible for the investment of assets or their performance after your death, as the Custodian shall not assume any duties or responsibilities after your death in addition to the duties and responsibilities specifically provided for and assigned to the Custodian in this Agreement.

5. In connection with certain investments you may be required to execute certain ancillary documents with the Custodian. If you have agreed to provide services or have appointed an agent to provide services pursuant to such ancillary documents regarding the assets in the Investment Account, the Custodian shall not have any responsibility for the performance or nonperformance of those services.

6. Reference to the applicable law and IRS rules and regulations is based on the date this Agreement or the respective ancillary document is delivered to you. The applicable law and IRS rules and regulations may change from time to time. It is your responsibility to consult with an attorney or tax advisor prior to making any decisions or executing any documents. The Custodian does not offer any tax or legal advice.

Article XIV – Prohibited Transactions

If you make transactions that are prohibited by law, such as you borrowing money from your HSA Account, the HSA Account will lose some or all its tax advantages, and there could be immediate tax consequences and possibly penalties.

It is your responsibility, not the Custodian's, to determine whether a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you or your agent does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action the Custodian deems within its discretion to be appropriate, including but not limited to, resigning from the Account and/or distributing some or all of the assets in the HSA. Not requesting such a certification does not represent that the Custodian has concluded that no prohibited transaction exists or that the Custodian has even reviewed the transaction in question.

Article XV – Other Administrative Powers and Duties of the Custodian

1. The Custodian is not required to but may exercise full power and authority in its sole discretion to settle, compound or abandon all claims and demands in favor of or against the HSA, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the HSA if indemnified to the Custodian's satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of jurisdiction; and to use funds in the Bank Account and to liquidate assets in the Investment Account as needed in the Custodian's discretion to meet these situations.

2. The Custodian may make any payment or distribution required or authorized hereunder by mailing the Custodian's check, or other property, or by ACH, or by Fed wire, or other electronic transfer to the payee at the address last furnished to the Custodian. The Custodian shall not be liable for any payment or distribution made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.

3. The Custodian may consult with and employ other agents or legal counsel, who may, but need not be, counsel for the Custodian individually, and the Custodian shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper administration of the HSA and the custodial assets. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as the Custodian feels appropriate without notice to you.

5. The Custodian may, but shall not be obligated to, pay any estate, inheritance, income, or other tax or assessment attributable to any property, or interest held in the HSA out of the assets of the HSA upon such information or direction as the Custodian may require. Before payment of any benefit, the Custodian may also require releases or other related documentation from the taxing authority, beneficiaries or other payee and require indemnification from such payee as may be necessary for the Custodian's protection against tax liability, or otherwise.

After your death, the Custodian reserves the right to request such documentation and certification deemed appropriate within the Custodian's discretion to verify and establish the identity of the beneficiary or the estate, if the assets are to be distributed to your estate. Prior to a distribution of assets to a beneficiary or your estate, the Custodian reserves the right to request from the beneficiary or your estate, indemnification and discharge from any liability.

6. Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from you as to any specific action or situation that arises with the HSA, and if a request for direction is made, the Custodian shall incur no liability for following your direction or for taking no action if no such direction is furnished to the Custodian. The Custodian shall have the right, at the expense of the HSA, to seek a direction or approval of its accounts from a court of competent jurisdiction whenever the Custodian shall, in its sole discretion, deem it appropriate.

Article XVI – Designation of Beneficiaries

You can designate future beneficiaries.

(a) At any time, and from time to time, you shall have the right to designate one or more beneficiaries to whom distribution of the balance of the HSA shall be made in the event of your death prior to the complete distribution of the Account. Any such beneficiary designation shall be deemed legally valid only when received by the Custodian fully completed, duly executed, and on a form provided or approved by the Custodian. Any such beneficiary designation may be revoked at any time, and shall be automatically revoked upon receipt by the Custodian of a subsequent beneficiary designation in valid form bearing a later execution date.

A beneficiary designation form shall not become revoked in its entirety upon receipt by the Custodian of a subsequent beneficiary designation form if the subsequent beneficiary designation form clearly provides that you are adding to, or changing a portion of the then current beneficiary designation form, but such addition or change shall modify the prior beneficiary designation to the extent provided.

The Custodian reserves the right to reject, and not to accept, beneficiary designations other than beneficiary designations to named individuals or specific entities.

(b) If no beneficiary should survive you, or all beneficiaries renounce their rights to receive any benefit from the HSA Account, or in the absence of a valid beneficiary designation on file with the Custodian at the time of your death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of your HSA Account to the beneficiary or beneficiaries in the following order of preference:

(i) To your then living spouse to become the spouse's HSA Account; but if your spouse shall not survive you, then to

(ii) Your natural and adoptive children which survived you in equal shares per capita; but if there shall be no such child or children who survive you then living, then to

(iii) The personal representative of the your estate, provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of your death (or that of your designated beneficiary) and previous to the distribution of the Account.

The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to the Custodian by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of your death (or the death of your designated beneficiary) the Custodian shall have no higher duty than the exercises of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in the Custodian's possession at the time of such distribution. Upon full and complete distribution of the HSA Account pursuant to the provisions of this Agreement, the Custodian shall be fully and forever discharged from all liabilities respecting this HSA Account.

Article XVII – Additional Distributions

The Custodian is empowered to make a distribution absent instruction from you, if directed to do so pursuant to a court order, or an IRS levy or other valid and enforceable levy and the Custodian shall in such event incur no liability for acting in accordance with such court order or levy.

Article XVIII – Records, Reports, and Valuation of Custodial Accounts

1. The Custodian shall furnish or cause to be furnished to you a statement concerning the status of the Account at least annually. You can access and retrieve the statements through the Internet, or request a paper copy for an additional fee. The records of the Account shall be opened to inspection by you during the Custodian's regular business hours.

2. The Custodian may grant you online access to the Account through the Custodian's or a vendor's website. The website will provide a certain view access to the Account and certain other services. The Custodian does not guarantee and is not liable for the performance or privacy of the online system, website or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond the Custodians' control. The Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by you, or for any loss for any reason associated with website or online access or use.

You shall have a password which will allow you access to your HSA online. It shall be your responsibility to keep the password private. You shall be responsible for all actions taken by any person using your password whether or not such use was authorized by you.

3. The Custodian agrees to submit reports to the Internal Revenue Service and you at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.

4. You shall have forty-five (45) days after either (a) the date of mailing of a paper HSA statement or (b) the posting of an HSA statement online at the Custodian's website to file any written objections or exceptions with the Custodians. The failure to file any objections or exceptions within said forty-five (45) day period shall signify your approval of the statement and preclude you from making future objections or exceptions regarding the statement. Such approval by you shall be full release and discharge to the Custodian of such statement and all transactions, deposits and disbursements disclosed on such statement.

5. The Custodian may furnish you a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV shall be furnished to you in our regular December 31 account statement.

For securities that have publicly available quoted prices, the Custodian will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources the Custodian believes to be reliable, the Custodian cannot guarantee their accuracy. Where an Investment Account is held as an asset of the HSA at a broker, the Custodian's reported FMV shall reflect only the total value of the Investment Account as reported by the brokerage firm to the Custodian for your HSA.

The valuation for investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages, and entities such as limited liability companies, limited partnerships, hedge funds, and other entities or assets so designated by the Custodian (collectively, "Alternative Assets"), including the December 31 FMV, must be provided to the Custodian on a timely basis by you or another party chosen by you for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is your responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The December 31 FMV must be received by the Custodian no later than the following January 15th. For Alternative Assets such as limited liability companies, limited partnerships, hedge funds, and other similar entities, you direct the Custodian to obtain the FMV of the Alternative Assets from the investment entity itself and hereby appoint each such entity as the Valuation Agent for the HSA's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to the Custodian by the following January 15th. Failure of you or the Valuation Agent to provide a timely valuation shall be your sole responsibility or that of the Valuation Agent, and the Custodian shall not be required to take any steps to secure an updated FMV for the Account.

Unless you direct the Custodian otherwise in writing, (a) a promissory note, or similar debt instrument, shall be valued by the Custodian at its face value (principal amount due) less principal payments received by the Custodian, and (b) an investment which represents an interest in future insurance proceeds shall be valued at its purchase price.

The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by you or a Valuation Agent. If you or any Valuation Agent shall furnish valuations in addition to the required December 31 FMV, the Custodian shall reflect the latest valuation received on an asset in the HSA's statements on a timely, but not immediate, basis, but the Custodian shall have no duty to inform you or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where you have been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for Investment Accounts.

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either you or the Valuation Agent, the Custodian shall be entitled to use as that December's 31 FMV the last FMV provided to the Custodian, or if none, the original purchase price, for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

At any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months, the Custodian may, but shall not be required to (a) distribute such Alternative Asset at its Last Value to you and the Custodian shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution to you or (b) if a FMV is required due to a court order or similar circumstance, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid by you or from the HSA.

If it is necessary to value an Alternative Asset due to your death, and a FMV is not supplied to the Custodian in a timely manner by your estate, its beneficiaries or the Valuation Agent, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party. The cost of such appraisal shall be paid from the Account.

You hereby direct and confirm to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by you or a Valuation Agent, or where you do not provide, or have a Valuation Agent, provide an updated valuation and the provisions herein provide for the use of the Last Value, the Custodian may rely on such valuation or Last Value as an accurate FMV of the Alternative Asset in question.

Due to the nature of Alternative Assets and the manner in which their valuation is reported to the Custodian, the Custodian cannot be responsible for their accuracy and such valuations are often not as of the date of the HSA statement. Valuations for Alternative Assets from any source should not be solely relied upon by you for making investment or sales decisions; you should consider whether to take alternative steps to substantiate the then-current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

You shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to you or the HSA arising from or relating to the valuation of an Alternative Asset including the Custodian's accepting, reporting and acting upon any FMV supplied by you or a Valuation Agent, or for using the Last Value as provided in this Agreement.

Article XIX – Spendthrift Provisions, Account Owner May Not Pledge Assets

Neither you nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the HSA. No interest in the HSA shall be liable in any manner for the debts, defaults, obligations or liabilities of you, your beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the HSA by the Custodian shall be made to the person entitled thereto (or in the event of such person's legal disability, then to his legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary. The assets in your Account shall not be subject to or responsible for the debts, contracts or torts of any person whether or not entitled to distributions under this Agreement. The provision of this Article do not apply to specific payments made from the Bank Account by check or debit card.

Article XX – No Duty For Contributions etc, Hold Harmless and Indemnification, Arbitration

The Custodian shall not be responsible in any way for determining the permissible amount of contributions; the collection of contributions to the HSA; the selection, retention or disposition of the investments in the Investment Account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the you or your authorized representative's request. If you request that the Custodian allow you to return a previously made distribution from the Bank Account to the Bank Account, you must (a) make such request prior to the April 15th following the first year in which you knew or should have known that the distribution was mistakenly made for an expense that

was thought to be but was not a qualified medical expense, and (b) you so certify to such mistake in writing, the Custodian may, but shall not be required to allow you return the amount of such distribution to the Bank Account.

You, your authorized representatives, and your designated beneficiaries shall at all times fully indemnify and hold harmless, the Custodian, and the Bank, their affiliates, successors and assigns, from any liability arising from withdrawals so made or actions so taken, and from any and all other liability, damages, costs including legal costs, taxes and penalties on the Investment Account, losses and expenses (collectively, "Damages") whatsoever which may arise in connection with the Agreement, including a breach of fiduciary duty, except Damages arising from the gross negligence or willful misconduct of the Custodian, or the Bank, respectively. Neither the Custodian nor the Bank shall be responsible for any taxes, penalties, judgments and expenses incurred by your HSA.

The Custodian shall be under no duty to take any action other than as herein specified with respect to the Investment Account unless you or your authorized agent shall furnish the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian shall not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions.

Except as provided below, disputes between the parties in this Agreement shall first be submitted to private binding arbitration at the demand of either party. In any arbitration, each party shall appoint one person who is not in its employ or under contract with it to serve as arbitrator, and the two arbitrators shall name a third arbitrator. Except as otherwise agreed by the parties, the Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceeding. The parties agree that, except below, no court action shall be taken by either party prior to arbitration, and the majority decision of the arbitration panel shall be binding on both parties and in any subsequent action in court.

Notwithstanding the above, the Custodian shall have the right to bring suit against you in a court of competent jurisdiction for the recovery of any sums owed to the Custodian under this Agreement, including, but not limited to, fees, costs, expenses and sums paid by the Custodian in error to or for the benefit of the Investment Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the HSA.

Article XXI – Removal and Appointment of Successor Custodian

Any Custodian or Successor Custodian may resign upon giving thirty (30) days prior written notice to you or, if you are then deceased, to the beneficiaries hereunder.

Any Custodian or Successor Custodian may be removed by you upon written notice to the Custodian. The appointment of a Successor Custodian and transfer of the HSA's assets shall be accomplished by you delivering a written instrument to the retiring Custodian in a form acceptable to the Custodian either directing distribution of your account directly to you or to the Successor Custodian with the acceptance of the Successor Custodian endorsed thereon. The Successor Custodian so appointed by you shall be a bank, trust company or person approved by the Secretary of the Treasury of the United States to hold and administer assets comprising a Health Savings Account.

The retiring Custodian shall continue to hold and exercise the powers conferred in the Agreement necessary for the transfer and delivery of the assets to you or the Successor Custodian. The retiring or removed Custodian shall also be entitled to withhold from the HSA's assets such reasonable amounts as it may deem necessary to provide for any compensation due it, to pay taxes, plus expenses incurred in the termination, transfer and delivery of the custodial assets to the Successor Custodian or you, and amounts for taxes or other liabilities as may be chargeable against the HSA. The retiring or removed Custodian shall be reimbursed by you or your Successor Custodian for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts. The retiring or removed Custodian reserves the right to withhold and charge reasonable fees and expenses for handling assets received by that Custodian after the HSA has been closed or transferred.

The Successor Custodian shall acquire all of the powers conferred upon its predecessor, but shall not be personally liable for any act or failure to act of the former Custodian. The transfer and delivery of the assets to the Successor Custodian notified by you or the Successor Custodian within forty-five (45) days from the date of resignation or removal of irregularities in its Custodianship. If any Custodian of your Account fails to comply with certain Treasury Regulations or is not keeping records, submitting returns or sending statements as required by applicable forms or regulations, the IRS may, after notifying you, require you to substitute another Custodian.

If you fail to select a Successor Custodian or direct a distribution to you, thirty (30) days after the written notice of its resignation, the Custodian is hereby authorized: (1) to liquidate all assets and distribute the entire HSA to you, or the designated beneficiaries if you are deceased regardless of any possible tax consequences, or (2) to appoint a Successor Custodian and to distribute the assets in your HSA to such Successor Custodian.

In such cases that the value of the HSA becomes worthless, or results in a negative balance, the Custodian will resign from the account by notification delivered by mail to you. Outstanding fees will be billed to you. The Custodian will not be held liable for negative balances due to the investment decisions of you.

Anything herein to the contrary notwithstanding, if the Custodian merges into or becomes consolidated with another entity qualified to act as an HSA Custodian, or is succeeded in our business by purchase or otherwise by an entity qualified to act as an HSA Custodian, then such entity shall become the Custodian of your HSA without the necessity of your prior approval. Upon notice to you the Custodian can appoint a successor bank to act as the Bank hereunder and transfer the Bank Account to such successor bank; provided such successor bank shall agree to provide services to the Bank Account as provided in this Agreement.

Flexible Benefit Service Corporation
10275 West Higgins, Suite 500
Rosemont, IL 60018

DISCLOSURE STATEMENT

The following is a general explanation of the laws and regulation governing health savings accounts and disclosure of additional information on your HSA. You may refer to the Internal Revenue Code or a competent tax advisor for more detailed information. The Custodian does not provide investment, legal or tax advice and is not responsible for any tax, loss or legal consequences resulting from the contributions to, investments in, or distributions from the HSA.

Terms defined in the Custodial Agreement have the same meanings in this Disclosure Statement.

INCOME TAX CONSEQUENCES OF AN HSA

A) *HSA Deductibility* – If you or your employer establishes a high deductible health plan ("HDHP"), you may be eligible to establish an HSA. Both you and your employer can make contributions to your HSA. Amounts contributed to your HSA are excluded from tax unless they exceed the maximum contribution limits described in the Custodial Agreement, including any applicable limitations. In order to qualify for an HSA ,you must be covered by an HDHP that meets the Code's required (i) minimum required deductible, for self-only coverage $1,150 in 2009 and $1,200 in 2010, and for family coverage $2,300 in 2009, and $2,400 in 2010; and (ii) maximum annual out of pocket limit for self-only coverage, $5,800 in 2009, and $5,950 in 2010 and for family coverage $11,600 in 2009 and $11,900 in 2010.

B) *Tax Deferred Earnings* – The investment earnings of your HSA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

C) *Taxation of Distributions* – The taxation of your HSA distributions depends on whether the distribution is for a qualifying medical expense. Generally, distributions paid due to qualifying medical expenses are excluded from your gross income. Qualifying medical expenses are amounts you pay for medical care (as defined in Section 213(d) of the Code) for yourself, your spouse and your dependents (as defined in Section 152 of the Code), but only to the extent that such amounts are not compensated for by insurance or otherwise. Distributions made for purposes other than qualifying medical expenses are included in your gross income (or, in the event of your death, gross income of your designated beneficiary unless your designated beneficiary is your spouse). If you receive a distribution that is included in your gross income, you are subject to an additional tax of 10%. This additional 10% tax shall not apply if you have attained age 65 (or, if different, the age specified under Section 1811 of the Social Security Act).

D) *Rollovers and Transfers* – Your HSA may be rolled over to another HSA of yours, or your HSA Account with the Custodian may receive rollover contributions, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property between any of your HSA's. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please consult with your attorney or tax advisor.

Funds and assets moving from one of your HSAs to another of your HSAs, custodian to custodian, are termed a transfer. As long as the assets move directly from HSA custodian to HSA custodian, there is no limit on such transfers.

Funds distributed from your HSA may be rolled over to another HSA of yours if the requirements of Section 223(f)(5) of the Code are met. A proper HSA to HSA rollover is completed if all or part (completed as to that portion) of the distribution is rolled over not later than 60 days after the distribution is received by you. You may not have completed another HSA to HSA rollover from the distribution HSA during the 12 month period preceding the date you received the distribution. Finally, current IRS-published guidance indicates that you may make only one rollover contribution to an HSA during a given one-year period.

Funds distributed from your Archer MSA may be rolled over to your HSA. Rollovers from a qualified Archer MSA to an HSA are permitted if made in accordance with the applicable rollover laws and regulations for medical savings accounts.

You are allowed to transfer certain amounts from either a health reimbursement arrangement (HRA) or a health flexible spending arrangement (FSA) through a direct transfer to your HSA. The amount that can be transferred may not exceed an amount equal to the lesser of (1) the balance in the health FSA or HRA as of September 21, 2006 or (2) the balance in the health FSA or HRA as of the date of the distribution. The balance in the health FSA or HRA as of any date is determined on a cash basis (i.e., expenses incurred that have not been reimbursed as of the date the determination is made are not taken into account). This direct transfer to your HSA is limited to one time distribution from each health FSA or HRA. Note that your ability to do this may be restricted by the Plan Sponsor of your HRA or FSA.

Written Election - At the time you make a proper rollover to an HSA with the Custodian, you must designate to the Custodian, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

You may also make a one-time trustee-to-trustee transfer to your HSA of amounts distributed from your Individual Retirement Account (IRA). The amount of this one time transfer is limited to the applicable maximum contribution limit for your HSA and will reduce the amount you could otherwise contribute that year to your HSA dollar for dollar. You may wish to consult your tax professional on the benefits or consequences of a transfer from your IRA given your particular tax and financial situation. Currently there is no comparable transfer back to your IRA. The amounts distributed from your IRA are not includible in income to the extent that the distribution would otherwise be includible in income. In addition, such distributions are not subject to the 10% additional tax on early distributions. A 13 month testing period for continued HSA qualification is required starting with the month of transfer and will count against the HSA's contribution limit for a given year. The transfer from the IRA must by made by December 31 of that year.

There is also a 12 month testing period for direct rollovers from FSAs and HRAs and for direct transfers from IRAs. Consult your tax advisor on how it applies and adverse tax consequences if not met.

E) *Carryback Contributions* – A contribution is deemed to have been made on the last day of the preceding taxable year if you make a contribution by the deadline for filing your income tax return (not including extensions), and you designate the contribution as a contribution for

the preceding taxable year. For example, if you are a calendar year taxpayer and you make your HSA contribution on or before April 15th, your contribution is considered to have been made for the previous tax year if you designated it as such.

F) *Beneficiary Issues* – You can name one or more beneficiaries to whom the balance of your HSA will be paid when you die. To do so, just fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member, or birth, or adoption of a child. You may change your beneficiary at any time by filling out a new form and sending it to the Custodian. You can use a new designation to revoke your prior designation in whole or in part. If your spouse is your beneficiary, the HSA becomes your spouse's HSA and continues after your death and your spouse will have the same right to name beneficiaries. If you do not name beneficiaries or if all your beneficiaries die before or disclaim the HSA, the HSA will become your spouse's HSA, if your spouse survives you. If you have no spouse who survives you, then the money will go to your children who survive you in equal shares. If you have no children who survive you, the assets in your HSA will be paid to your estate.

G) *Self-Direction Requirements* – If you selected the investment option for your FlexHSA, you are required to direct the Custodian with respect to the investment of funds in your Investment Account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the HSA, except the Custodian may liquidate assets, chosen in its sole discretion to pay fees and expenses including its fees and expenses. The Custodian has no power or duty to question or investigate any investment direction, purchase or sale from you or your authorized agent, as to a specific investment or the HSA's overall portfolio, to review any investments held in the Investment Account or to make any suggestions to you with respect to the investment, retention, disposition of any asset in the Investment Account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by the Custodian in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions and the Custodian will not be liable for any action or non-action of any broker. The Custodian may resign rather than execute an investment direction if it determines that the investment would not be administratively feasible.

NO INVESTMENT ADVICE

Custodian offers no investment management recommendations or investment advice as to which investments may be best for your HSA. As Custodian, Millennium Trust Company, LLC accepts custody of a wide range of different types of assets. The fact that Millennium Trust Company, LLC accepts custody of an asset does not constitute an endorsement of that asset or entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the HSA is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each HSA are allocated to that HSA. Your HSA fees are for custodial and administrative services.

NO TAX ADVICE

This Disclosure Statement, together with the Custodial Agreement should answer many basic questions concerning the HSA. However, the rules governing HSA deductibility, contribution limits, transfers and rollovers, and taxation of distributions can be complicated in certain situations.

If you have additional questions or issues regarding HSAs in general or as to your particular situation, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding HSAs from any District office of the IRS. Millennium Trust Company, LLC does not render tax or legal advice.

LIMITATIONS AND RESTRICTIONS

A) *Deduction of Rollovers and Transfers* – A deduction is not allowed for rollover or transfer contributions.

B) *Special Tax Treatment* – Capital gains treatment and the favorable five or ten-year forward averaging tax authorized by Section 402 of the Code does not apply to HSA distributions.

C) *Prohibited Transactions* – If you or your beneficiary engage in a prohibited transaction with your HSA, as described in Code Section 4975, the HSA, (or the portion of the HSA engaged in a prohibited transaction), will lose its exemption from tax and you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction, If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems appropriate, including, but not limited to, resigning from the HSA and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist or that the Custodian even reviewed the transaction.

D) *Pledging* – If you pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

FEE DISCLOSURE

A) In connection with your HSA, you agree to pay the fees set forth on the accompanying Services and Fee Schedule.

B) The services and fees on the Services and Fee Schedule can be changed or additional fees added from time to time without notice to you.

C) Fees on and revenues from your HSA account are shared between the Bank and the Custodian and in certain circumstances with other parties which refer accounts and/or provide services to HSA accounts.

Northern Trust Company, Chicago, Illinois, will provide the banking services to the HSAs. The interest rates paid on the Uninvested Cash Account and the Bank Account are set by Northern Trust based on short-term interest rates and competitive market conditions, and will vary from time-to-time. You may obtain information on Northern Trust Company and FDIC insurance coverage at www.northerntrust.com and www.fdic.com, respectively.

The Custodian may be receiving fees from various mutual funds held in your HSA in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is described in each fund's prospectus and is as permitted by law or regulation and may change over time. These fees (along with any investment and other operating expenses of the mutual funds) are deducted directly from the interest earnings and the net amount is paid to your Account monthly. Accounts that close during a month will not be credited with interest earned for that month, including interest from the Bank Account and the Uninvested Cash Account, and any such interest will be taken as an additional closing fee by the Custodian.

You can obtain further information regarding the Bank and Uninvested Cash Accounts, including current fees and interest rates from a FlexHSA Client Service Representative.

The Custodian may from time to time make changes in the cash management account option available in the Investment Account. In such instances, you will be notified in advance of any change that affects your Account.

PRIVACY DISCLOSURE

The mission of both the Custodian and the Bank is to meet the desires of our customers. As financial services professionals entrusted with sensitive financial information, the Custodian and the Bank respect the privacy of customers and is committed to treating customer information responsibly. The applicable Customer Information Privacy Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

INFORMATION THE CUSTODIAN COLLECTS ABOUT YOU

The Custodian collects nonpublic information about you from the following sources:

Information the Custodian receives from you or your employer on applications or other forms,

Information about your transactions with the Custodian and the Bank, or others,

Information the Custodian or Bank receives from a consumer-reporting agency and, ChexSystems or similar firm.

NO DISCLOSURES OUTSIDE OF EXCEPTIONS

Neither the Custodian nor the Bank will reveal specific information about HSA accounts or other personally identifiable data to parties outside each other for their independent use unless: 1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; 3) the information goes to agents, vendors, and service suppliers in connection with the services they supply to your HSA; or 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted or required. The Custodian and the Bank do not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

CONFIDENTIALITY AND SECURITY

Both the Custodian and the Bank restrict access to nonpublic personal information about you and your HSA to those employees, vendors and agents who need to know that information to provide products or services to you. Both maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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 HSA account, you will be asked for your name, address, date of birth and other information that will allow the Custodian and the Bank to identify you. The Custodian will also require a copy of your identification.

ACKNOWLEDGEMENT

By signing the HSA Adoption Agreement document, you acknowledge the opening of the account and agree to read, abide and be bound by this Health Savings Custodial Agreement, including this Disclosure Statement, all Bank Account agreements and disclosures provided to you, the Privacy Policy included herein, and where applicable, the Bank's Funds Availability Policy and/or Electronic Fund Transfer Agreement. A document detailing the Bank Account Agreement will be provided to you along with this Health Savings Custodial Agreement at the time the HSA is opened or at a reasonable time thereafter. Although not a part of the HSA application process, you authorize that the Custodian and the Bank can make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this HSA, if deemed necessary at a future time.