

Exhibit A to the HSA Application HSA Custodial Agreement

The account owner executing the agreement and the custodian, Madison National Life Insurance Company, Inc., make the following agreement:

Article I

1. The custodian, or its authorized administrator, will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (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 the account owner's 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 under this agreement) are not subject to the maximum annual contribution limit set forth in Article II.

Article II

1. For calendar year 2008, the maximum annual contribution limit for an account owner with single coverage is not more than \$2,900. For calendar year 2008, the maximum annual contribution limit for an account owner with family coverage is not more than \$5,800. These limits are subject to cost-of-living adjustments after 2008. Eligibility and contribution limits are determined on a month-to-month basis. If you have an HDHP as of December 1, 2008, you are allowed the full non-prorated contribution for the year. However, if you cease to remain an eligible individual throughout 2009, the extra amount contributed is included in income and subject to an additional 10 percent tax.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2008, an additional \$900 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$1,000 in 2009 and later years.
4. 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 the responsibility of the account owner 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, the account owner shall notify the custodian that there exist excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Article IV

The account owner's interest in the balance in this custodial account is non-forfeitable.

Article V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in IRS code section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the account owner 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 IRS code section 4975).

Article VI

1. Distributions of funds from this HSA may be made upon the direction of the account owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner's 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 the account owner's 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 the account owner is 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.

Article VII

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

Article VIII

1. The account owner agrees to provide the custodian with 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

Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with IRS code section 223 or IRS published guidance will be void.

Article X

1. This agreement will be unilaterally amended from time to time by custodian to comply with the provisions of the Code or IRS published guidance.
2. Other amendments may be made with the consent of the persons whose signs this agreement. You will be deemed to have consented to any other amendments unless, within 30 days from the date we mailed the amendment, you notify us in writing that you do not consent.

Article XI

1. Fees: Custodian has the right to charge a periodic service fee or other designated fees (for example, a transfer, withdrawal or termination fee) for maintaining your HSA. In addition, custodian has the right to be reimbursed for all reasonable expenses custodian incurs in connection with the administration of your HSA. Custodian may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your HSA, at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will become effective.

Any broker commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions. Custodian may retain reasonable compensation based on interest earnings in excess of the interest actually paid to account owners on common investment funds.

You may select alternative investment options for your HSA assets provided that (1) your selection of investments shall be limited to those types of investments that custodian makes available for investments of your HSA, and (2) your asset balance invested by custodian in a common investment fund is greater than or equal to any minimum amount that custodian establishes.

Any investment maintained by custodian shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by or flow from the bylaws of custodian's organization and all Federal and State laws and regulations which apply to custodian.

2. Termination: Either party may terminate this Agreement at any time by giving written notice to the other. Upon receipt of that notice you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date custodian mails the notice to you, custodian has the right to transfer your HSA assets to a successor HSA custodian or trustee that custodian chooses in our sole discretion or custodian may pay your HSA to you in a single lump sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee nor for any tax consequences you may incur from the transfer or distribution of your assets pursuant to this agreement.

If this agreement is terminated, custodian may hold back from your HSA a reasonable amount of money that custodian believes is necessary to cover one or more of the following:

- 1 Any fees, expenses or taxes chargeable against your HSA
- 2 Any penalties associated with the early withdrawal of any savings instrument or other investment in your HSA.

If our organization is merged with another organization (or comes under the control of any Federal or State agency) or if our entire organization (or any portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian authorized to serve as an HSA trustee or custodian.

If custodian is required to comply with Section 1.408-2(e) of the Treasury Regulations and we fail to do so, or we are not keeping the records, making the returns or sending the statements as required by forms or regulations, the IRS may, after notifying you, require you to substitute another custodian or trustee.

3. You agree that your custodian may appoint an Authorized Administrator to provide administrative services to you in connection with your HSA. For this purpose, administrative services include, but are not limited to, establishing your HSA and conducting the ongoing transactions, documentation and reporting on your account. You consent to the sharing of financial and other information between the custodian and Authorized Administrator.

Article XII - Definitions

Identifying Number. The account owner's social security number will be utilized by custodian as the identification number for reporting this HSA to the IRS. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

High Deductible Health Plan (HDHP). For calendar year 2008, an HDHP for self-only coverage has a minimum annual deductible of \$1,100 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$5,600. For calendar year 2008, an HDHP for family coverage has a minimum annual deductible of \$2,200 and an annual out-of-pocket maximum of \$11,200. These limits are subject to cost-of-living adjustments after 2008.

Self-only coverage and family coverage under an HDHP. Family coverage means coverage that is not self-only coverage.

Qualified medical expenses. Qualified medical expenses are amounts paid for medical care as defined in IRS code section 213(d) for the account owner, his or her spouse, or dependents (as defined in IRS code section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

Custodian. A custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS. The custodian of this plan is Madison National Life Insurance Company, Inc.

Authorized Administrator. IHC Health Solutions, Inc. is the authorized administrator and performs certain administrative functions on behalf of Madison National Life Insurance Company, Inc., but does not serve as custodian.