

**ATTACHMENT TO TREASURY FORM 5305-A**  
**Articles VIII-XXI**

**VIII. Deposits with Security Mutual.** All contributions made pursuant to this Agreement shall be invested exclusively in a custodial account issued by Security Mutual Life Insurance Company of New York.

**IX. Representations by Depositor.** Any contributions made by or on behalf of the Depositor in respect to a taxable year of the Depositor shall be mailed or hand delivered by or on behalf of the Depositor to the Custodian for deposit in the custodial account not later than the time prescribed by law for filing the Depositor's federal income tax return for that taxable year, including extensions. If the deposit is a rollover contribution, as described in the Code, the Depositor certifies that the amount is being contributed no later than 60 days after its receipt by the Depositor, and that: (i) in the case of a rollover from another Individual Retirement Account, Individual Retirement Annuity, or Retirement Bond, no previous rollover has been made within one year to or from another Individual Retirement Account, Individual Retirement Annuity or Retirement Bond, (ii) in the case of a rollover from an employee's trust, (a) such amount does not include any employee contributions, and either (b) such amount constitutes (1) all or a part of a total distribution within one taxable year of the balance to the credit of the Depositor paid to the Depositor on account of termination of the plan of which the trust is a part, or in the case of a profit-sharing or stock bonus plan, a complete discontinuance of contributions under such plan, or (2) such amount constitutes all or part of a lump sum distribution within the meaning of Section 402(e)(4)(A) determined without reference to Subparagraphs (B) and (H) of Subsection (e)(4) and (iii) in the case of a rollover from a Tax Sheltered Annuity, the Depositor certifies that the amount constitutes all or part of a "qualifying distribution" to Depositor within the meaning of Section 403(b)(8).

**X. Tax Consequences.** The Custodian makes no express or implied representations to the Depositor regarding the tax consequences of entering into this Agreement and making deposits to the custodial account hereunder. Furthermore, the Custodian is under no duty to make inquiry, investigate or advise the Depositor or his or her designated beneficiary of the consequences to said Depositor or his or her designated beneficiary arising from entering into this Agreement, making contributions to the custodial account hereunder or directing and/or receiving distributions therefrom. It is the sole responsibility of the Depositor to determine the tax consequences of entering into this Agreement and making deposits to the custodial account hereunder, or directing and/or receiving distributions therefrom.

**XI. Distributions.** The Custodian shall from time to time, on instruction in writing from the Depositor, and subject to the provisions of Article IV, make distributions out of the custodial account to the Depositor, in such manner and amounts as may be specified in such instructions. All such instructions shall be deemed to constitute a certification by the Depositor that the distribution so directed is one that the Depositor is permitted to receive. A declaration of the Depositor's intention as to the disposition of an amount distributed pursuant to Article V hereof shall be in writing and given to the Custodian within such period not to exceed 30 days prior to such distribution as the Custodian may require.

**XII. Disability.** If the Depositor is disabled (as defined in Section 72(m) of the Code), he or she is entitled to the balance in the custodial account and such balance shall be distributed to the Depositor as soon as practicable after the Depositor's disability. The Custodian may require such proof of the disability as it deems necessary prior to the time that amounts are distributed to the Depositor on account of such disability.

**XIII. Custodian Reports.** If, within 60 days after the mailing by the Custodian to the Depositor of a report pursuant to paragraph 3 of Article IV, the Depositor has not given the Custodian written notice of any exception or objection thereto, such report shall be deemed to have been approved and in such case, or upon written approval of the Depositor, the Custodian shall be released, relieved, and discharged with respect to all matters and statements set forth therein as though the report had been settled by judgment or decree of a court of competent jurisdiction.

**XIV. Assignment, Pledge, Attachment, Levy, etc. of Custodial Account.** No interest, right or claim in or to any part of the custodial account or any payment therefrom shall be assignable, transferable, or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution, or levy of any kind and the Custodian shall not recognize any attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute or anticipate the same, except to the extent required by law.

**XV. Deduction for Taxes.** Any taxes which may be imposed upon the account which for tax purposes may be treated as a trust by the Internal Revenue Service, or the income thereof, may, in the discretion of the Custodian, be deducted from and charged against the custodial account.

**XVI. Notices.** Any notice herein required or permitted to be given to the Custodian shall be mailed to the Custodian by registered or certified mail at the address specified above, or such other address as the Custodian shall provide the Depositor from time to time in writing stating that such other address shall be used for purposes of this Agreement. Any notice herein required or permitted to be given to the Depositor shall be mailed to the Depositor at the Depositor's residence address given above or at such other address as the Depositor shall provide the Custodian from time to time in writing stating that such other address shall be used for purposes of this Agreement.

**XVII. New York Law.** This Agreement shall be governed by and construed, administered and enforced according to the laws of the State of New York. All contributions to the custodial account shall be deemed to take place in the State of New York.

**XVIII. Jurisdiction and Venue.** The Depositor and the Custodian hereby agree that service of process by registered or certified mail addressed in accord with Article XVI shall confer jurisdiction over all controversies arising under this Agreement upon the New York State Supreme Court. The parties further agree that any legal proceedings or lawsuits involving this Agreement shall be instituted and prosecuted only in said Court. The venue of any such lawsuit shall be Broome County.

**XIX. Entire Agreement.** Form 5305-A, this Attachment and the custodial account document executed contemporaneously herewith contain the entire agreement between the parties. Prior and/or contemporaneous oral or written representations by any individual, other than as contained in the custodial account document executed contemporaneously herewith, shall not bind the Custodian.

**XX. Amendments and Waivers.** No life insurance agent or broker of the Custodian, and no individual except the President, Vice President, or Secretary of the Custodian has authority to make, modify, or enlarge this agreement or waive any of its terms. Any such modification, enlargement, or waiver may be made only in writing.

**XXI. Beneficiaries.** The Depositor hereby designates the following person(s) as beneficiary or beneficiaries for purposes of this custodial account:

(Primary) \_\_\_\_\_

(Secondary) \_\_\_\_\_

Such beneficiary or beneficiaries shall be entitled to the Balance in the custodial account of the Depositor as provided in paragraph 4 of Article IV. If no such designation is in effect at the time of the Depositor's death, the beneficiary shall be the estate of the Depositor. The Depositor may change his or her designated beneficiary or beneficiaries only by providing written notice to the Custodian. Such change(s) shall be effective only upon receipt of said notice by the Custodian.



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