

Received  
6/10/10

**TRUST DIVISION**

**CORPORATE CUSTODIAN AGREEMENT**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the \_\_\_\_\_ (the "Principal") and JONESBORO, (the "Custodian" or "Metropolitan").

POLICE PENSION + RELIEF FUND  
Whereas, the Principal desires to deliver certain securities to the Custodian for safekeeping to be held by the Custodian as provided below:

Now, in consideration of the premises and mutual covenants contained herein, the Principal and Custodian do hereby agree as follows:

- 1. Appointment.** The Principal hereby appoints Metropolitan to act as custodian of the Securities delivered to Metropolitan for the period and on the terms set forth in this Agreement. The Custodian accepts such appointment and agrees to furnish the services herein set forth for the compensation as provided in Paragraph 9 of this Agreement.
- 2. Collection of Income and Other Payments.** The Custodian shall advise the Principal or its designee of any right, exchange or conversion privilege and matters of similar nature respecting the Securities and shall collect the income and dividends accruing therefrom from time to time and shall pay over the same according to the instructions of the Principal or its designee. The Custodian shall collect the principal of any of the Securities when and if the same mature or may be sold, and will make such disposition thereof and take such other actions with respect to the Securities as the Principal or its designee may direct.
- 3. Custodian's Responsibility.** The parties agree that the Custodian shall have no responsibility whatsoever for enforcing collection of the principal or income of any Securities which are deposited with it, nor shall the Custodian have any responsibility for investing or reinvesting any of the proceeds realized from the collection or sale of the Securities, or any income realized therefrom, except as specified in Paragraph 4.
- 4. Short-Term Investment of Cash.** Notwithstanding the foregoing, the Custodian shall temporarily invest principal cash balances as in an institutional money market fund, or other allowable cash equivalent investment vehicle listed in the Principal's Investment Policy and approved by the Principal. The Custodian shall not furnish confirmations or other advises of such transactions. The Custodian is authorized to invest in investment companies from which Custodian or any affiliate may, from time-to-time, receive fees.

5. **Receipt and Withdrawal of Securities.** The Principal may from time to time deliver to the Custodian other securities, property or money and all such securities, property or money shall be deemed to be part of the Securities, whether or not same would constitute a security in the ordinary meaning of the word. The Principal shall have the right at any time to withdraw any of the Securities held by the Custodian upon written request and the execution and delivery of proper receipt thereof.

6. **Records and Reports.** The Custodian shall furnish the Principal with periodic statements of all receipts and disbursements made by Custodian and lists of all Securities held by the Custodian. All Securities and records relating to the Agreement shall be maintained at Custodian's principal office and shall be open to inspection by the Principal during Custodian's normal business hours. See attached Services Agreement for details.

7. **Nominee Registration.** Certificates for shares of stock and other registered Securities held hereunder may, unless otherwise directed by the Principal, be registered in the name of the Custodian's nominee, with its address c/o the Trust Securities Division of the Custodian, and as to the securities registered in the name of the Principal, the registered address of the Principal shall be the office of the Custodian, and the Custodian, is authorized to receive and open all communications so addressed to the Principal and to endorse and collect in the name and on behalf of the Principal all checks and other remittances payable to the Principal so received by the Custodian and give receipts and acquittances thereof.

8. **Foreign Securities.** (a) With respect to Securities of foreign issue: While it is expected that the Custodian will use the Custodian's best efforts to effect collection of dividends, interest, and other income, and to notify the Principal of any call for redemption, offer of exchange, right of subscription, reorganization, or other proceedings affecting such securities, it is understood that Custodian shall have no responsibility for any failure or delay effecting such collections or giving such notices, regardless of whether the relevant information is published in any financial service available to Custodian.

(b) Collections of principal and/or income in foreign currency are, to the extent possible, to be converted into United States dollars, and in effecting such conversion, the Custodian may use such methods or agencies as the custodian may see fit at customary rates. In the event of collections of principal and/or income in foreign currency with optional fixed rates of exchange, the Principal agrees that unless it informs the Custodian of its election of a specific foreign currency payment, the Custodian may use such methods or agencies for collection as the Custodian may see fit at customary rates. All risks and expenses incident to such collection and conversion is for the account of the Principal, and Custodian shall have no responsibility for fluctuations in exchange rates affecting any such conversion.

9. **Compensation and Expenses of Custodian.** The Custodian shall receive compensation in accordance with the Pension Management Trust fee schedule. The Custodian shall be reimbursed for all expenses incurred in the performance of its duties, including necessary legal fees.

10. **Proxies, Tender and Exchange Offers, etc.** It is understood that the Custodian shall have no responsibility for the voting of proxies, handling of tender offers, exchange offers or reorganization matters unless specifically directed in writing by Principal.

11. **Termination.** This agreement may be terminated by the Principal at any time. The Custodian may terminate this agreement upon thirty (30) days written notice to the Principal. Should this Agreement be terminated, the Custodian will deliver to the Principal, against proper receipt thereof, all Securities then held by the Custodian hereunder.

12. **Custodian's Liability.** The parties agree that the Custodian shall hold and safely keep the Securities, furnishing them the same protection it gives its own securities, the Custodian's liability for the safety of the Securities being limited, however, to loss due to negligence, bad faith, or misconduct.

13. **Instructions to Custodian.** All purchase and sell instructions to Custodian shall be subject to Rule 387 of the New York Stock Exchange or on such other basis as may be approved by the Custodian in writing.

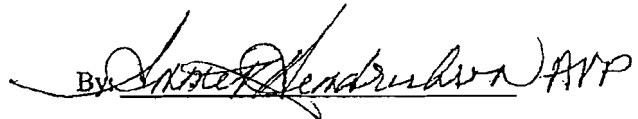
14. **Governing Law.** This agreement shall be governed by and construed and administered in accordance with the laws of the State of Arkansas.

15. **Entire Agreement.** This agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof.

16. **Headings.** The paragraph headings in this agreement are for convenience and ease of reference only and do not in any way explain, modify, amplify or restrict the provisions hereof.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in duplicate on the date first written above.

**Custodian**

By  AHP