



Roth Custodial Agreement

Roth Individual Retirement Custodial Account

(Under section 408(a) of the Internal Revenue Code)

Form 5305-RA (Rev. March 2002) Department of the Treasury, Internal Revenue Service.
Do not file with the Internal Revenue Service.



The Depositor named on the Roth IRA Application is establishing a Roth individual retirement account (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the Roth IRA Application has given the Depositor the disclosure statement required by Regulations section 1.408-6. The Depositor assigned the Custodial IRA the amount indicated on the Roth IRA Application. The Depositor and the Custodian make the following Agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married Depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE IV

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related Regulations, and other published guidance will be invalid.

ARTICLE VIII

This Agreement will be amended as necessary to comply with the provisions of the Code, the related Regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE IX

Definitions

Administrator - A third party company that offers record keeping, completing all of the required Internal Revenue Service reporting for an Individual Retirement Arrangements. The Administrator for the Custodial Account is IRA Plan Partners, LLC DBA iPlanGroup.

Agreement - The agreement means the Roth IRA Custodial Agreement (IRS Form 5305-RA), Application, Disclosure Statement, Financial Disclosure and accompanying documentation. The Agreement may be amended from time to time as provided in Article VIII.

Application - Application means the legal document that establishes this Roth IRA after acceptance by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into the Roth IRA Agreement.

Authorized Agent - Authorized Agent means the individual(s) appointed in writing by the Depositor (or by the beneficiary following the Depositor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Depositor.

Code - The Code means the Internal Revenue Code.

Custodial Account - Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Depositor and the Depositor's beneficiaries.

Custodian - The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian. The Custodian of the Custodial Account is First Trust Company of Onaga.

Depositor - The depositor is the person who establishes the Custodial Account. In the case of an Inherited Roth IRA, the Depositor is the original owner of the inherited assets.

Inherited Roth IRA - A Roth IRA established by or maintained for the benefit of a nonspouse beneficiary of a deceased Depositor or a nonspouse beneficiary of a deceased participant in a qualifying retirement plan.

Inherited Roth IRA Owner - Inherited Roth IRA Owner means the individual for whose benefit the Custodial account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).

Regulations - Regulations mean the U.S. Treasury Regulations.

IRA Conversion Contributions - IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a nonRoth IRA to a Roth IRA. A nonRoth IRA in an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

1. APPOINTMENT OF THE ADMINISTRATOR AND THE CUSTODIAN

The Depositor hereby appoints IRA Plan Partners, LLC DBA iPlanGroup ("iPlanGroup") to act as Administrator ("the Administrator") of the Custodial Account and appoints First Trust Company of Onaga ("FTCO") to act as the Custodian. The depositor understands and acknowledges that the Administrator has entered into an administrative services agreement with the Custodian under which the Administrator is to provide administrative services for the Custodial Account, and to properly fulfill its duties to the Depositor as the Administrator. Under the terms of the administrative services agreement, all communication between the Depositor and the Custodian shall be handled through the Administrator. The Depositor acknowledges and agrees that this Custodial Account Application & Form 5305 (Custodial Account Agreement and disclosure statement), together with the fee schedule and any other written instructions (all such documents being incorporated herein by this reference), collectively comprise of the entire agreement and govern all aspects of the relationship with the Custodian, the Administrator, and/or any future trust entity. The Depositor acknowledges and agrees that the Administrator is independent of the Custodian and not empowered or authorized to be obligated or bound by the Custodian, and vice versa. Furthermore, nothing in this Agreement shall be construed to render the Administrator, any future trust entity, affiliate, employee, joint venture partner, strategic partner, as an agent of, or with the Custodian. Neither the Administrator nor the Custodian is a trustee, mortgage broker, asset manager, investment advisor or loan servicing agent with respect to the Depositor and/or the Custodial Account. Neither the Administrator nor the Custodian has any discretionary power, authority or control with respect to the acquisition, management, investment, or disposition of the self-directed Custodial Account or assets held in the individual retirement arrangement (IRA).

2. DEPOSITOR'S RESPONSIBILITIES

All information that the Depositor has provided or will provide to the Administrator or the Custodian under this Agreement is complete and accurate and the Administrator or the Custodian may rely upon it. The Depositor will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Depositor will provide to the Administrator the information the Administrator believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Administrator reasonable compensation for its services, as disclosed in the applicable fee schedules.

3. INVESTMENT RESPONSIBILITIES

All investment decisions are the sole responsibility of the Depositor and the Depositor is responsible to direct the Administrator in writing, or other acceptable form and manner authorized by the Administrator, regarding how all amounts are to be invested. Subject to the policies and practices of the Administrator and the Custodian, the Depositor may delegate investment authority by appointing an Authorized Agent in writing in a form and manner acceptable to the Administrator. Upon receipt of instructions from the Depositor and proof of acceptance by the Authorized Agent, the Administrator will provide unlimited personal account information and discuss investment holdings and deficiencies as if the Administrator was communicating with the Depositor. The Depositor hereby instructs the Administrator and the Custodian to follow the investment directions which he or she provides to the Administrator relating to the Custodial Account.

The Depositor understands and acknowledges that all investment directions must be in the form of an executed Administrator approved authorization investment form. The Depositor understands that the Administrator will not accept verbal investment directions and that the Administrator may accept and act in accordance with electronic copies of signed direction forms or other documents. The Administrator does not verify any signatures and the Depositor is responsible for any damages associated with falsified or forged information or signatures. In taking any action related to the Depositor's Custodial Account, the Custodian and the Administrator may act solely on the Depositor's instruction, designation, or representation. The Depositor understands that he or she is responsible for providing true, correct, and complete information in any instruction to the Administrator and that neither the Custodian nor the Administrator are responsible for any damages caused by or related to incomplete or incorrect information, misleading or impossible instructions, or falsified or forged information or signatures contained in the authorization investment form to the Custodian or the Administrator.

The Administrator and the Custodian will determine the investments available within the Custodial Account. All transactions shall be subject to any and all restrictions that are imposed by the Custodian's charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearing house where the transaction is executed; the Custodian's policies and practices; and this Agreement.

The Administrator and the Custodian may change its investment options from time to time and the Depositor may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to, minimum deposit requirements and early redemption penalties. Neither the Administrator nor the Custodian will provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Furthermore, neither the Administrator nor the Custodian has any duty to question the investment directions provided by the Depositor or any issues relating to the management of the Custodial Account. The Depositor will indemnify and hold the Administrator and the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Administrator or the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Administrator and/or the Custodian is named as a necessary party.

The Administrator will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Administrator. If the Administrator determines the instructions from the Depositor are unclear or incomplete, the Administrator may request additional instructions. Until clear instructions are received, the Administrator reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a saving instrument), and/or return the contribution to the Depositor. Neither the Administrator nor the Custodian will be liable for any investment losses due to such delays in receiving clear investment instructions. Furthermore, the Depositor will indemnify and hold the Administrator and the Custodian harmless for any adverse consequences or losses incurred from either the Administrator's or the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent.

The Depositor will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles, life insurance contracts, S Corporations or engage in a prohibited transaction under Code section 4975.

4. BENEFICIARY DESIGNATION

The Depositor has the right to designate any person(s) or entity(ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Administrator filed with the Administrator during the Depositor's lifetime. If the Custodian and applicable laws and regulations so permit, this right also extends to the Depositor's designated beneficiary(ies) following the Depositor's death. Any successor beneficiary so named will be entitled to the proceeds of the Custodial Account if the beneficiary dies before receiving his or her entire interest in the decedent's IRA. A designation of successor beneficiaries submitted by the Depositor's beneficiary must be in writing in a form and manner acceptable to the Administrator filed with the Administrator during the lifetime of the Depositor's beneficiary.

If the Depositor is married and subject to the marital or community property laws that require the consent of the Depositor's spouse to name a beneficiary other than or in addition to such spouse, the Depositor understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Depositor's death, the Custodial Account will be paid to the surviving primary beneficiaries in equal shares unless indicated otherwise in a form and manner acceptable to the Administrator. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death.

No payment will be made to any beneficiary until the Administrator receives appropriate evidence of the Depositor's death as determined by the Administrator.

If a beneficiary is a minor, the Administrator and the Custodian is relieved of all of its obligations as Administrator and Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Depositor represents and warrants that all beneficiary designations meet the applicable laws. The Administrator will exercise good faith in distributing the Depositor's Custodial Account consistent with the beneficiary designation. The Depositor, for the Depositor and the heirs, beneficiaries and estate of the Depositor agrees to indemnify and hold the Administrator and the Custodian harmless against any and all claims, liabilities and expenses resulting from the Administrator's payment of the Custodial Account in accordance with such beneficiary designation and the terms of the Agreement.

5. DISTRIBUTIONS

Distributions may be requested from the Custodial Account by delivering a request to the Administrator in a form and manner acceptable to the Administrator. The Administrator is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Administrator may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

6. AMENDMENTS AND TERMINATION

The Administrator and/or the Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Administrator and/or the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Administrator. The amendment will be effective on the date specified in the notice to the Depositor. At the Depositor's discretion, the Depositor may direct that the Custodial Account be transferred to another trustee, custodian, or administrator. Neither the Administrator nor the Custodian will be liable for any losses for any actions or inactions of any successor trustee, custodian, or administrator.

The Depositor may terminate this Agreement at any time by providing a written notice of such termination to the Administrator in a form and manner acceptable to the Administrator. As of the date of the termination notice, the Administrator will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Administrator will continue to hold the assets and act upon the provisions within the Agreement until the Depositor provides additional instructions. If no instructions are provided by the Depositor to the Administrator within 30 days of the termination notice, and unless the Administrator and Depositor agree in writing otherwise, the Administrator will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. Neither the Administrator nor the Custodian shall be liable for any losses from any actions or inactions of any successor trustee, custodian, or administrator.

6. AMENDMENTS AND TERMINATION

The Administrator and/or the Custodian may resign at any time by providing 30 days written notice to the Depositor. Upon receiving such written notice, the Depositor will appoint a successor trustee, custodian, or administrator in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee, custodian, or administrator of acceptance of the Custodial Account, the Administrator shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee, or custodian, or administrator. If no successor trustee, custodian, or administrator is appointed or no distribution instructions are provided by the Depositor, the Administrator may, in its own discretion, select a successor trustee, custodian, or administrator and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Administrator nor the Custodian shall be liable for any losses from any actions or inactions of any successor trustee, custodian, or administrator.

By establishing an individual retirement Custodial Account with the Custodian, you agree that you will substitute another custodian, or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

7. INSTRUCTIONS, CHANGES OF ADDRESS AND NOTICE

The Depositor is responsible to provide any instructions, notices or changes of address in writing to the Administrator. Such communications will be effective upon actual receipt by the Administrator unless otherwise indicated in writing by the Depositor.

Any notices required to be sent to the Depositor by the Custodian will be sent to the last address on file with the Administrator and are effective when mailed unless otherwise indicated by the Administrator.

If authorized by the Administrator and provided by the Depositor in the Application, Custodial Account Agreement or other documentation deemed acceptable to the Administrator, an electronic address is an acceptable address to provide and receive such communications.

8. FEES AND CHARGES

The Administrator and the Custodian reserve the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Administrator on behalf of the Custodian. The Administrator on behalf of the Custodian will provide the Depositor a 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Administrator may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Administrator so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Administrator offers investments other than depository products, the Depositor recognizes that the Administrator may receive compensation from other parties. The Depositor agrees to pay the Administrator a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Administrator in the performance of its duties in connection with this Agreement. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind that may be levied or assessed with respect to such Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor. The Depositor shall be responsible for any deficiency. In the event that for any reason the Administrator is not certain as to who is entitled to receive all or part of the IRA, the Administrator reserves the right to withhold any payment from the IRA, to request a court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination.

9. TRANSFERS AND ROLLOVERS

The Administrator will accept transfers and rollovers from other plans. The Depositor represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Administrator reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account. The Administrator will duly act on written instructions from the Depositor received in a form and manner acceptable to the Custodian to transfer the Custodial Account to a successor trustee or custodian. Neither the Administrator nor the Custodian will be liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

10. BENEFICIARY'S (AND ROTH INHERITED IRA OWNER'S) RIGHTS

Except as otherwise provided in this Agreement or by applicable law or Regulations, all rights, duties, obligations and responsibilities of the Depositor under the Agreement will extend to spouse and nonspouse beneficiary(ies) following the death of the Depositor and to the Inherited IRA Owner who establishes the Roth IRA as an Inherited Roth IRA.

10. BENEFICIARY'S (AND ROTH INHERITED IRA OWNER'S) RIGHTS (Continued)

Except as otherwise provided in this Agreement or by applicable law or Regulations, all rights, duties, obligations and responsibilities of the Depositor under the Agreement will extend to spouse and nonspouse beneficiary(ies) following the death of the Depositor and to the Inherited Roth IRA owner who establishes the Roth IRA as an Inherited Roth IRA.

Except for eligible transfers of Roth IRA assets acquired by reason of death of the same Depositor or a direct rollover described in Code section 402(c)(11) by an Inherited Roth IRA Owner, beneficiary(ies)/Inherited Roth IRA Owners are prohibited from contributing to the Custodial Account.

Following the death of the Depositor, spouse and nonspouse beneficiary(ies) must take beneficiary distributions in accordance with Article V and Article IX of this Agreement. Distributions from an Inherited Roth IRA established under this Agreement are subject to the distribution rules applicable to nonspouse beneficiaries under Code section 401(a)(9)(B) (other than clause (iv)) and the Regulations.

If your surviving spouse is the designated beneficiary, you spouse may elect to treat you Roth IRA as his or her own Roth IRA. The procedures your surviving spouse must follow to treat your Roth IRA as his or her own depend on whether your surviving spouse is your sole designated beneficiary. Your surviving spouse beneficiary will also be entitled to the additional beneficiary distribution options as prescribed by the Code or Regulations.

Neither the Administrator nor the Custodian will be liable for and the beneficiary(ies)/Inherited Roth IRA Owner will indemnify and hold the Administrator and the Custodian harmless from any adverse consequences and/or penalties resulting from the beneficiary(ies)'s/Inherited Roth IRA Owner's actions or inactions (including errors in calculations resulting from reliance on information provided by the beneficiary(ies)/Inherited Roth IRA Owner) with respect to determining required distributions.

11. MISCELLANEOUS

The Administrator as Agent. The Depositor acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, Regulations and rules associated with this Agreement. Further, the Depositor acknowledges and understands that the Administrator will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Administrator will rely on the information provided by the Depositor and has no duty to question or independently verify or investigate any such information. The Depositor will indemnify and hold the Administrator and the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Administrator or the Custodian.

Resignation or Removal of Custodian. If the Administrator chooses a new successor custodian, the Administrator will provide the Depositor with a 30 day written notice along with all modified disclosure statement(s) that may be affected by the change in custody prior to the effective date of such appointment. The Depositor shall have 30 days from the date of said notification to terminate this agreement by replacing the newly appointed custodian with an Administrator/ Custodian of the Depositor's choice by method of transfer out or rollover of the custodial account to the new successor. The Depositor can also opt to request from the Administrator a complete account distribution of the Custodial Account by providing a written notice of such distribution termination to the Administrator in a figure and manner satisfactory to the Administrator. If the Administrator does not receive either a termination or a transfer notification for the Depositor within the given 30 day period, it will be deemed that the Depositor has consented to the appointment of the new Custodian, along with the terms and conditions of the new disclosure statement(s) that was provided with the notification of the new appointment of the Custodian. Neither the Depositor, the Administrator, and/Nor the new Custodian shall be required to execute any of said agreement(s) in order to finalize the transfer of the Custodial Account to the new successor custodian that was chosen by the Administrator that was outlined in the written notification.

Custodian is acquired by New Successor Custodian. If the Custodian is purchased by another financial institution qualified to serve as a trustee or custodian, that institution will automatically become the trustee or custodian of this IRA unless otherwise indicated. The Administrator will provide the Depositor with a 30 day written notice along with all modified disclosure statement(s) that may be affected by the change in custody prior to the effective date of such appointment. The Depositor shall have 30 days from the date of said notification, to terminate this agreement by replacing the new Custodian with an Administrator/ Custodian of the Depositor's choice by method of transfer out or roll over of the custodial account to the personally selected successor. The Depositor can also opt to request from the Administrator a complete account distribution of the Custodial Account by providing a written notice of such distribution termination to the Administrator in a figure and manner satisfactory to the Administrator. If the Administrator does not receive either a termination or a transfer notification for the Depositor within the 30 day period it will be deemed that the Depositor has consented to the appointment of the new Custodian, along with the terms and conditions of the new disclosure statement(s) that was provided with the notification of the new appointment of Custodian. Neither the Depositor, the Administrator, and/or the new Custodian, shall be required to execute any of said agreement(s) in order to finalize the transfer of the Custodial Account to the new successor custodian that was chosen by the Administrator that was outlined in the written notification.

Administrator is acquired by New Administrator. If the Administrator is purchased by another company qualified to serve as an IRA administrator, that institution will automatically become the administrator of this IRA unless otherwise indicated. The Administrator will provide the Depositor with a 30 day written notice along with all modified disclosure statement(s) that may be affected by the change in custody prior to the effective date of such appointment. The Depositor shall have 30 days from the date of said notification to terminate this agreement by replacing the new Custodian with an Administrator/ Custodian of the Depositor's choice by method of transfer out or rollover of the custodial account to the personally selected successor. The Depositor can also opt to request from the Administrator a complete account distribution of the Custodial Account by providing a written notice of such distribution termination to the Administrator in a figure and manner satisfactory to the Administrator. If the Administrator does not receive either a termination or a transfer notification for the Depositor within the 30 day period it will be deemed that the Depositor has consented to the appointment of the new Custodian, along with the terms and conditions of the new disclosure statement(s) that was provided with the notification of the new appointment of Custodian. Neither the Depositor, the Administrator, and/or the new Custodian shall be required to execute any of said agreement(s) in order to finalize the transfer of the Custodial Account to the new successor custodian that was chosen by the Administrator that was outlined in the written notification.

11. MISCELLANEOUS (Continued)

Maintenance of Records. The Administrator on behalf of the Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Depositor regarding is to furnish the IRS mandated reports as required in Article VI of this Agreement. The Administrator may, at its discretion, furnish additional reports or information to the Depositor. The Depositor approves any report furnished by the Administrator and the Custodian, unless within 30 days of receiving the report, the Depositor notifies the Administrator in writing or any discrepancies. Upon receipt of such notice, the Administrator's responsibility is to investigate the request and make any corrections or adjustments accordingly.

Exclusive Benefit. The Custodial Account is maintained for the exclusive benefit of the Depositor and his or her beneficiary(ies). To the extent permitted by law, no creditors of the Depositor may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

Minimum Value. The Administrator reserves the right to establish Custodial Account minimums. The Administrator may resign or charge additional fees if the minimums are not met.

Other Providers. At its discretion, the Administrator may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

Agreement. This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Severability. If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.

Self-Directed Custodial Account. The Depositor acknowledges and understands that the Custodial Account is self-directed. As the Depositor, he or she alone or upon the Depositor's death, the beneficiary(ies) of the Custodial Account shall direct the Administrator to invest on behalf of the Custodial Account. The Depositor agrees that all contributions, rollovers, transfers, conversions, investments and earnings made in the Custodial Account are acceptable to the Custodian and the Administrator. Furthermore, that they are not only administratively feasible, but have been reviewed for risk objective, suitability, merit, legitimacy, diversification and are authorized by the laws of any jurisdiction as a retirement account transactions/investments.

No Tax, Legal, or Investment Advice. The Depositor acknowledges that neither the Custodian nor the Administrator provides or assumes responsibility for any tax, legal, or investment advice with respect to the investments and assets in the Custodial Account. Furthermore, neither the Custodian nor the Administrator will be held liable for any loss which results from the Depositor exercising control over the Custodial Account. The Depositor understands that the Custodial Account is self-directed, and the Depositor takes complete responsibility for any investments that the Depositor or the Depositor's attorney in fact instructs the Administrator to make on behalf of the Custodial Account. The Depositor understands that neither the Custodian nor the Administrator sells or endorses any investment products. If the services of the Custodian and the Administrator were marketed, suggested, or otherwise recommended by any person or entity, such as a financial representative or investment promoter, the Depositor understands that such persons are not in any way employees, representatives, agents, independent contractors, subsidiaries, affiliates, partners, or consultants of the Custodian or the Administrator, and that the Custodian and the Administrator are not responsible for and are not bound by any statements, representations, warranties, or agreements made by any such person or entity. The Depositor will consult independently, and determine if necessary, with their CPA, attorney, financial planner, or other professional advisor prior to directing the Administrator to make any self-directed investment in the Custodial Account.

Prohibited Transactions. The Depositor acknowledges and agrees that the Custodial Account is subject to the provisions of Internal Revenue Code (IRC) section 4975 which defines certain prohibited transactions. The Depositor understands and agrees that neither the Custodian nor the Administrator will at any time make any determination as to whether any transaction or investment in the Custodial Account is prohibited under sections 4975, 408(e), 408A, or under any other state or federal law. The Depositor accepts full responsibility to ensure that the investments in the Custodial Account comply with all applicable federal and state laws, regulations, and requirements and that none of the investments in the Custodial Account will constitute a prohibited transaction.

11. MISCELLANEOUS (Continued)

Unrelated Business Income Tax. The Depositor understands and agrees that the Custodial Account is subject to provisions of IRC sections 511-514 relating to unrelated business income tax (UBIT) of tax-exempt organizations. The Depositor agrees that if he or she directs the Administrator to make any investment in the Custodial Account which generates income that is subject to UBIT, that the Depositor will be responsible for preparing or having prepared the required IRS form 990-T tax return, an application for an Employer Identification Number (EIN) for their Custodial Account, and any additional documents which may be required, and for submitting them to the Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Administrator to execute the forms on behalf of the Custodial Account and to pay the applicable tax from the assets in the Custodial Account. The Depositor understands that neither the Custodian nor the Administrator can make any determination of whether or not investments in the Custodial Account generate income that is subject to UBIT, and have no duty to and do not monitor whether the Custodial Account has incurred UBIT, and do not prepare Form 990-T on behalf of the Custodial Account.

No FDIC Insurance for Investments: The Depositor recognizes that investments purchased and/or held within the Account are 1) not insured by the Federal Deposit Insurance Corporation (FDIC), 2) are not a deposit or other obligation of, or guaranteed by, either the Custodian or the Administrator; and 3) are subject to investment risks, including possible loss of the principal amount invested.

Adequate Information. The Depositor acknowledges that he or she has received a copy of Custodial Account fee schedule from the Administrator on behalf of the Custodian, has had an opportunity to review IRS Form 5305-RA, and that from time to time the Administrator or Custodian will provide further documents and forms for the Depositor's information to be used in connection with the Custodial Account. The Depositor understands and acknowledges that these documents contain terms and conditions which apply to the Custodial Account, and the Depositor agrees to be bound by those terms and conditions, which may be amended from time to time. The Depositor understands that failure to immediately notify the Administrator in writing of any the Depositor's objection to a term or condition of such a document is deemed a waiver of such an objection. The Depositor acknowledges and attests that the Administrator, on behalf of the Custodian, has provided sufficient information to make this Custodial Account Application and that the Depositor has had the opportunity to request further information, and that Depositor is satisfied with any and all of the information that has been provided.

Release; Indemnification; Litigation Costs. The Depositor agrees that neither the Custodian nor the Administrator has a duty other than to follow the Depositor's written instructions and will be under no duty to question the instructions and will not be liable for any investment losses sustained by the Custodial Account under any circumstances. The Depositor understands that the Administrator is acting only as the agent, and nothing will be construed as conferring fiduciary status or responsibility on the part of neither the Custodian nor the Administrator. The Depositor understands that obtaining any information or communication related to the investment is the Depositor's responsibility regardless if it was sent initially to the Administrator or some other party. The Administrator will attempt to forward communications received but is not responsible for the timely receipt of any such communication. The Depositor understands and agrees that the Administrator does not offer or provide, through its website, workshops, or any other means, any advisory activities including, but not limited to, investment advice, structure, guidance, or strategies, or any tax advice, legal advice, due diligence, research, recording or title services, or endorsement of professional relationships. The Depositor understands and agrees that he or she is not relying upon any representations, warranties, promises, or guarantees regarding any investment, including, but not limited to, the quality of an investment, investment performance, preservation of capital, return on capital, feasibility of an investment strategy, security lien positions, placement of security interests, the credibility of business practices, ethics of any kind, or an investment's compliance with, the Internal Revenue Code (IRC), or any applicable federal, state, or local law, including securities laws Representations. If the Depositor desires any advisory activities or Investment Representations, the Depositor will not look to or rely on the Administrator for any advice or guidance of any nature, but will consult with an appropriate legal, accounting, or financial professional of the Depositor's choosing. The Depositor is aware of the transactions prohibited by Internal Revenue Code section 4975 and the Depositor certifies and agrees not to participate in nor request the Administrator to participate in any prohibited transaction. The Depositor acknowledges and understands that the Administrator will not provide advisory activities, make Investment Representations, or participate in prohibited transactions. The Depositor releases the Administrator from any claims regarding advisory activities, Investment Representations, and prohibited transactions, in the broadest.

12. GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form. Form 5305-RA is a model Custodial Account Agreement that meets the requirements of section 408A and has been pre-approved by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. This Account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to Traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Depositor's gross income; and distributions after 5 years that are made when the Depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, Individual Retirement Arrangement (IRAs).

13. SPECIFIC INSTRUCTIONS

Article I. The Depositor may be subject to a 6% tax on excess contributions if **(1)** contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, **(2)** the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or **(3)** the Depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year. The Depositor should see the disclosure statement or Pub. 590 for more information.

Article V. This article describes how distributions will be made from the Roth IRA after the Depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the Depositor's intent. Under paragraph 3 of Article V, the Depositor's spouse is treated as the owner of the Roth IRA upon the death of the Depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the Agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc.

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-RA)



This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your Roth IRA. It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult your advisors and/or your state taxing authority concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to this Roth IRA. The Custodian does not act as your advisor. In addition to the transactions outlined in this Roth IRA Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference. If this Roth IRA is established as an Inherited Roth IRA, refer to the "Inherited Roth IRA" section of this document for restrictions and limitations.

1. RIGHT TO REVOKE YOUR IRA

As prescribed by the Code and Regulations, this Roth IRA may be revoked within seven (7) calendar days following the date the Roth IRA is established. Unless indicated otherwise, the Roth IRA is established on the date the Custodian signs the Application. To revoke this Roth IRA, you must provide a written notice to the Custodian at the address listed on the Application (or other address provided to you by the Custodian) that accompanies this Disclosure. The Custodian must receive your revocation notice no later than 7 days after the Roth IRA is established. If your revocation notice is mailed, it will be received as of the postmark date.

If you revoke the Roth IRA within the 7-day revocation period, the Custodian is still required to report the contribution and the distribution to the IRS. If you revoke the Roth IRA within the revocation period, the Custodian will return to you the entire amount you contributed without deducting any administrative fees, penalties or investment losses.

2. CONTRIBUTIONS

Cash. Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., cash, check or money order).

Eligibility. Regardless of your age, you may set up and contribute to your Roth IRA if you (or, if you file a joint tax return, your spouse) received compensation during the year and if your modified adjusted gross income (MAGI) does not exceed the allowable limit. You are responsible for determining your eligibility to make Roth IRA contributions.

Compensation. For purposes of funding an IRA, "compensation" generally means monies earned from working, such as wages, salaries, tips, professional fees, bonuses and other amounts received from providing personal services. If you are self-employed, your compensation is your "earned income." Taxable alimony received under a valid divorce decree, separate maintenance agreement, or other valid court order is considered compensation. Nontaxable combat zone pay received by members of the armed forces is generally considered compensation. Compensation for purposes of making Roth IRA contributions includes differential wage payments made by some employers to employees who have been called to active duty. Compensation does not include investment earnings, pension or annuity income or other amounts you receive for which your services are not a material income-producing factor.

MAGI Limits. The allowable MAGI limits are listed below. Generally, as your MAGI increases, the maximum amount you are eligible to contribute to your Roth IRA decreases. If your MAGI does not exceed the lowest threshold for your tax filing status, you may be eligible to contribute the maximum amount to your Roth IRA. If your MAGI is equal to or exceeds the highest threshold for your tax filing status, you may not make a Roth IRA contribution. If your MAGI falls within the threshold range, the amount you may contribute to your Roth IRA is reduced (phased out).

MAGI Limits for Roth IRA Contribution Eligibility

Year	Married Filing Jointly	Single, Head of Household, Married Filing Separately (did not live together during the year)
2015	\$183,000-\$193,000	\$116,000-\$131,000
2014	\$181,000-\$191,000	\$114,000-\$129,000

The MAGI thresholds for Roth IRA contribution eligibility phase-out listed above will be increased annually to reflect a cost-of-living adjustment, if any.

For married persons filing separate returns (who lived together at any time during the year), the MAGI threshold is \$0-\$10,000.

For more information on determining your MAGI and your eligibility to contribute to a Roth IRA, consult your tax advisor, instructions to Form 1040 and/or IRS Publication 590.

Due Date. Contributions may be made to your Roth IRA during the tax year and up until the due date for filing your tax return, not including extensions. For most people, the tax return due date is April 15.

However, if you are serving in or in support of the armed forces in a designated combat zone or qualified hazardous duty area, your contribution deadline may be extended past April 15. Generally, the extension is 180 days after the last day you are in a qualifying combat zone or hazardous duty area. You may also have an additional extension depending on when you entered the zone or area. For additional information, refer to IRS Publication 3 or consult your tax advisor.

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-RA)



2. CONTRIBUTIONS (Continued)

Carryback Contributions. If you make a contribution between January 1 and April 15, tell the IRA Custodian which tax year the contribution is for. If you do not indicate otherwise, the Custodian will report it to the IRS as a current year contribution (the year received).

Contributions to Multiple IRAs. If you have more than one Roth IRA, the contribution limits listed below apply to the total amount you may contribute to all of your Roth IRAs for the year. If you also have a Traditional IRA, the contribution limits listed below are reduced by any amounts you contribute to your Traditional IRA for the tax year. In addition, employer retirement plans may establish separate accounts to receive voluntary employee contributions. If the account meets the requirements of an IRA and you make voluntary employee contributions to that separate account, the total amount listed below that you may contribute to all of your IRAs is reduced by those voluntary employee contributions.

Regular IRA Contributions. You may annually contribute up to the lesser of 100% of your compensation or \$5,500 (for tax year 2014 and 2015). The regular IRA contribution amounts are increased annually to reflect a cost-of-living adjustment, if any.

Catch-up Contributions. If you are age 50 or older before the end of the tax year, you may make an additional catch-up contribution to your Roth IRA for that tax year of up to \$1,000.

Spousal IRA Contributions. If you are married, file a joint tax return and your compensation is less than your spouse's (including zero), you and your spouse may each fund a Roth IRA according to the limits for funding "Regular IRA Contributions" above. However, the total contributions made to both of your Roth IRAs may not exceed the combined compensation of you and your spouse.

Repayments of Qualified Reservist Distributions. You may repay "qualified reservist distributions" by making one or more contributions to your Roth IRA within two years of the end of your active duty. The aggregate amount that may be repaid may not exceed the amounts of such distributions and is in addition to other eligible contribution amounts. No tax deduction is allowed for these contributions. For more information, consult your tax advisor.

Rollover Contributions. Generally, a rollover is a movement of cash or assets from one retirement plan to another. Both the distribution and the rollover contribution are reportable when you file your income taxes. You must irrevocably elect to treat such contributions as rollovers.

Roth IRA-to-Roth IRA Rollover. You may withdraw, tax free, all or a portion of your Roth IRA if you contribute the amount withdrawn within 60 days from the date you receive the distribution into the same or another Roth IRA as a rollover. Only one IRA distribution within any 12-month period may be rolled over in an IRA-to-IRA rollover transaction. The 12-month waiting period begins on the date you receive an IRA distribution that you subsequently roll over, not on the date you complete the rollover transaction. Amounts withdrawn (including any amounts withheld for federal, state, or other income taxes that you did not receive) that are not rolled over will be treated as a distribution from the Roth IRA and may be subject to tax and/or early distribution penalty.

Employer Retirement Plan-to-Roth IRA Rollover (by Roth IRA Owner). Eligible rollover distributions consisting of Roth 401(k), Roth 403(b), or Roth 457(b) assets may be rolled over, directly or indirectly, to your Roth IRA. You are solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If you roll over a nonqualified distribution from a Roth 401(k), Roth 403(b) or Roth 457(b) to a Roth IRA, the portion of the distribution that constitutes the contribution basis is treated as basis in your Roth IRA. If you roll over a qualified distribution from a Roth 401(k), Roth 403(b) or Roth 457(b), the entire amount of the rollover contribution is considered basis in the Roth IRA.

Eligible rollover distributions consisting of pre-tax and after-tax assets from qualifying employer retirement plans may be rolled over, directly or indirectly, to your Roth IRA, if you meet applicable eligibility requirements. Qualifying employer retirement plans include qualified plans (e.g., 401(k) plans or profit sharing plans), governmental 457(b) plans, 403(b) arrangements, and 403(a) arrangements. Amounts rolled over from an employer plan to a Roth IRA (other than amounts distributed from a designated Roth account) are generally treated as taxable distributions from your employer retirement plan (except for amounts representing after-tax employee contributions). However, the premature distribution penalty (that typically applies to taxable withdrawals taken prior to age 59½) does not apply to amounts rolled over from your employer's retirement plan to your Roth IRA. Required minimum distributions may not be rolled over.

To complete a direct rollover, from an employer plan to your Roth IRA, you must generally instruct the plan administrator to send the distribution directly to your Roth IRA Custodian. To complete an indirect rollover to your Roth IRA, you must generally request that the plan administrator make a distribution directly to you. You typically have 60 days from the date you receive an eligible rollover distribution to complete an indirect rollover. If you choose the indirect rollover method, the plan administrator is typically required to withhold 20% of the eligible rollover distribution amount for purposes of federal income tax withholding. You may, however, make up the withheld amount out of pocket and roll over the full amount. If you do not make up the withheld amount out of pocket, the 20% withheld (and not rolled over) will be treated as a distribution, subject to applicable taxes and penalties.

Employer Retirement Plan-to-Roth IRA Rollover (by Inherited Roth IRA Owner). Please refer to the section of this document entitled "Inherited Roth IRA".

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-RA)



2. CONTRIBUTIONS (Continued)

Roth IRA-to-Employer Plan Rollovers Not Permitted. Distributions from your Roth IRA are not eligible for rollover to a designated Roth account in a Roth 401(k) plan, Roth 403(b) plan, or Roth 457(b) plan.

Conversions to Roth IRAs. Generally, you may convert all or a portion of your Traditional IRA (or SIMPLE IRA) to a Roth IRA provided you meet any applicable eligibility requirements as defined in the Code and Regulations. To complete a conversion of a SIMPLE IRA distribution to a Roth IRA, at least two years must have elapsed from the date on which you first participated in any SIMPLE IRA Plan maintained by the employer.

Except for amounts that represent basis, amounts converted are generally treated as taxable distributions. However, the premature distribution penalty that typically applies to taxable withdrawals taken prior to age 59½, does not apply to amounts converted from a Traditional IRA (or SIMPLE IRA) to a Roth IRA. Required minimum distributions may not be converted. Conversions are not subject to the 12 month rollover restriction that typically applies to rollovers between IRAs.

3. RECHARACTERIZATIONS

Recharacterizing a Contribution/Conversion. You may “recharacterize” a contribution/conversion made to one type of IRA (either Traditional or Roth IRA) and treat it as if it was made to a different type of IRA (Traditional or Roth IRA). Both the contribution/conversion amount and the net income attributable to the contribution/conversion must be transferred. If there was a loss, the amount of any loss will reduce the amount you recharacterize. The deadline for completing a recharacterization is your tax return due date (including any extensions) for the year for which the contribution/conversion was made to the first IRA.

Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606 with your income taxes. For assistance with recharacterizations, refer to IRS Publication 590 and/or your tax advisor.

Reconversion. A reconversion occurs when you convert Traditional or SIMPLE IRA assets that have been previously converted and recharacterized. A reconversion must occur in a subsequent year to the prior conversion, or if later, after 30 days have elapsed since the recharacterization.

4. TRANSFERS

You may move your Roth IRA from one trustee or custodian to a Roth IRA maintained by another trustee or custodian by requesting a direct transfer. Federal law does not limit the number of transfers you may make during any year.

Transfers Incident to Divorce. Under a valid divorce decree, separate maintenance decree, or other valid court order, your Roth IRA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse’s Roth IRA.

Qualified Health Savings Account (HSA) Funding Distribution. If you are an HSA eligible individual, you may be eligible to do a tax-free transfer of IRA assets to your HSA. This transfer, which is referred to as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

5. TAX TREATMENT OF IRA CONTRIBUTIONS

No Deduction. **You may not take a tax deduction for Roth IRA contributions.**

Tax Credits for Contributions. You may be eligible to take a tax credit for your Roth IRA contribution. The maximum annual tax credit is \$1,000 and, if you are eligible, the credit will reduce the federal income tax you owe dollar for dollar. You may be eligible for the tax credit if you are age 18 or older, not a dependent of another taxpayer, and not a full-time student.

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-RA)



6. DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all of your Roth IRA balance at any time. If you take a qualified distribution from your Roth IRA, neither the contributions nor the earnings are taxable. If your Roth IRA distributions are non-qualified distributions, certain taxes and penalties may apply. Due to the complexity of the Roth IRA distribution rules and tax ramifications, you should consult a tax advisor prior to taking distributions from your Roth IRA.

Distribution Ordering Rules. The “ordering” rules treat distributions as coming from the following categories in the following order:

1. Roth IRA basis;
2. Conversion contributions; and then
3. Earnings.

Qualified Distributions. A qualified distribution from your Roth IRA is not subject to federal income tax. A qualified distribution may be made after five or more years provided you (i) are age 59½ or older; (ii) are disabled, (iii) qualify for a special purpose distribution such as the purchase of a first home, or (iv) are deceased.

The five-year holding period begins with the first tax year for which you make a regular contribution, or if earlier, the first tax year in which a conversion or an employer plan rollover is made to your Roth IRA. A subsequent contribution, conversion or rollover will not start a new five-year period for purposes of determining a qualified distribution.

Non-Qualified Distributions. If you receive a distribution from your Roth IRA that does not constitute a qualified distribution, a portion of it may be taxable and may be subject to the 10% premature distribution penalty tax (if you do not qualify for an exception). You must apply the special “ordering” rules discussed above to determine whether part of your non-qualified distribution represents a taxable amount.

Non-qualified distributions of conversion amounts distributed within five years of the conversion may be subject to the 10% premature distribution penalty tax, explained below.

Distributions Prior to Age 59½ Exempt from 10% Penalty Tax. The 10% penalty tax on premature distributions does not apply to distributions made to you before you attain age 59½ for any of the following reasons:

1. You have unreimbursed medical expenses that are more than the applicable percentage of your adjusted gross income and provided certain conditions apply.
2. The distribution is to pay your medical insurance premiums if you are unemployed and receive federal or state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution during that or the succeeding tax year.
3. A physician certifies that you are disabled as defined by the Code.
4. The distribution, of up to a \$10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer.
5. The distributions are not more than your or your spouse’s expenses, or those of your or your spouse’s child or grandchild for attendance at a post-secondary education institution.
6. You are receiving substantially equal periodic payments consistent with the Code and Regulations.
7. The distribution is due to an IRS levy on the Roth IRA.
8. The distribution is a “qualified reservist distribution” as defined by the Code.
9. The distribution is properly rolled over or directly transferred to another Roth IRA.
10. The distribution is a result of a valid divorce decree and is transferred to your ex-spouse’s Roth IRA.
11. The distribution is a proper return of an excess contribution.

No Required Distributions. You do not have to take required minimum distributions from your Roth IRA. However, when you die, your beneficiary(ies) must receive minimum distributions.

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-A)



6. DISTRIBUTIONS DURING YOUR LIFETIME (Continued)

Reporting Premature Distribution Penalty Tax. You may have to report the 10% IRS early distribution penalty tax by filing a completed Form 5329 with the IRS along with your payment.

Qualified Charitable Distributions. If you have attained age 70½, you may be eligible to make a “qualified charitable distribution” of up to \$100,000 per year from your Roth and/or Traditional IRAs. A qualified charitable distribution is not subject to federal income tax and no tax deduction is allowed for the charitable contribution. Qualified charitable distributions are allowed only for tax years 2006 through 2014 unless extended by Congress to later years. A qualified charitable distribution must be distributed directly from the IRA Custodian to a qualified charitable organization as defined by the Code. For assistance in determining whether you are eligible to make a qualified charitable distribution from your IRA, consult your tax advisor.

7. DISTRIBUTIONS TO YOUR BENEFICIARIES WHEN YOU DIE

Any amounts remaining in your Roth IRA at your death will be paid to your beneficiary(ies). Distributions to your beneficiary(ies) within the 5-year holding period may be taxed as ordinary income. The 10% penalty tax for premature distributions does not apply to distributions due to death.

The period of time over which your Roth IRA balance may be distributed to your beneficiary(ies) depends on whether you had a “designated beneficiary,” and your relationship to the beneficiary (spouse or non-spouse). A “designated beneficiary” is determined based on the beneficiary(ies) designated as of the date of your death and who remain(s) your beneficiary(ies) on September 30th of the calendar year following the calendar year of your death.

Five-Year Holding Period. Beneficiaries must ensure the five-year holding period has been satisfied to receive qualified distributions. The years you were alive are credited toward the five-year waiting period. That is, the five-year waiting period is not “re-set” upon your death. The period begins January 1 of the first year for which you made a regular contribution, a conversion or an employer plan rollover to any Roth IRA you own.

Required Distributions. Generally, when you die, designated beneficiary(ies) who are individuals may elect to deplete the Roth IRA by the end of the fifth calendar year following your death or to receive payments based on the designated beneficiary(ies)'s life expectancy. If life expectancy payments are elected, the payments must generally begin by December 31 of the first calendar year following your death. If your surviving spouse is your sole designated beneficiary, he or she may delay the first distribution until December 31 of the year you would have attained age 70½, if later, or elect to treat your Roth IRA as the Roth IRA of his or her own. Your surviving spouse (as the sole designated beneficiary of your Roth IRA) may elect to treat your Roth IRA as his or her own Roth IRA by redesignating your Roth IRA as his or her own Roth IRA, failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether your spouse is your sole designated beneficiary, he or she may roll distributions from your Roth IRA into his or her own Roth IRA within 60 days of receipt.

If your designated beneficiary is not an individual (e.g., a charity, your estate, etc.), your Roth IRA must be distributed by the end of the fifth calendar year following your death.

Generally, each beneficiary may elect the timing and manner regarding the distribution of his or her portion of the Roth IRA. Elections must generally be made by December 31 of the year following your death. If timely elections are not made, distributions to designated beneficiaries who are individuals will be made using the life expectancy option. The default provision for designated beneficiaries that are not individuals is the 5-year method. If your beneficiary(ies) fails to withdraw the required amount in any tax year, he or she may be subject to a 50% excess accumulation penalty tax on the amount that should have been withdrawn but was not distributed.

8. WITHHOLDING

Taxable, nonperiodic distributions from your Roth IRA are subject to 10% federal income tax withholding unless you elect to waive withholding. Any amounts withheld are remitted to federal depositories in prepayment of your federal income tax liability. You may elect in writing to waive withholding, in which case no taxes will be withheld from your distribution. If you elect not to have withholding applied, or if you do not have enough Federal income tax withheld from your IRA distribution, you may be responsible for payment of estimated tax. You may be subject to penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. You are liable for all state and federal taxes payable due to the distribution.

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-A)



9. CORRECTION OF EXCESS CONTRIBUTIONS

Any amount you contribute for a tax year that exceeds the allowable contribution amount is an excess contribution and subject to a 6% penalty tax for each year it remains in your Roth IRA. You may avoid the penalty tax if you remove the excess contribution along with the net income attributable to the excess before your tax return due date, plus extensions. For assistance in calculating the net income attributable to an excess contribution using an IRS-approved method, refer to IRS Notice 2000-39 and/or your tax advisor. The net income must be included in your taxable income. If you are under age 59½ and do not qualify for an exception, the net income is also subject to the IRS 10% premature distribution penalty. File IRS Form 5329 to pay any excise taxes you owe.

To correct an excess contribution after your tax filing due date (plus extensions), you may withdraw the excess amount (no earnings need to be withdrawn). Alternatively, if you are eligible to contribute in a subsequent year, you may correct the excess amount by redesignating the amount to a subsequent year. Regardless of which method you use to correct the excess after your tax return due date, plus extensions, the 6% penalty is required for each year it remained in the Roth IRA.

10. PROHIBITED TRANSACTIONS

If you (or your beneficiary(ies) when you die) engage in a “prohibited transaction” with your Roth IRA, the Roth IRA will be disqualified and the entire Roth IRA will be treated as a distribution. If you are under age 59½, the 10% premature distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the Roth IRA, selling property to the Roth IRA, receiving unreasonable compensation for managing the Roth IRA, or buying property with Roth IRA funds for your personal use.

11. USING YOUR ROTH IRA AS SECURITY FOR A LOAN

If you (or your beneficiary(ies) when you die) pledge all or part of your Roth IRA as security for a loan, the amount pledged is treated as a distribution. If you are under age 59½, the amount pledged may also be subject to the 10% premature distribution penalty.

12. INHERITED IRA

Contributions to Inherited Roth IRAs. Except for direct rollovers of designated Roth assets from a deceased participant’s 401(k) plan(s) or 403(b) arrangement(s), qualified rollover contributions from inherited eligible retirement plan(s) other than a Roth IRA and direct transfers from another Inherited Roth IRA, and certain recharacterized contributions from Inherited Traditional IRAs, no other contribution types are allowed to be contributed to the Inherited Roth IRA, unless defined as allowable under the Code or Regulations.

Rollover of Designated Roth Contributions. Eligible rollover distributions of designated Roth assets from a deceased participant’s Roth 401(k) plan(s) or Roth 403(b) arrangement(s) may be rolled over by a nonspouse beneficiary to an Inherited Roth IRA. Rollovers to an Inherited Roth IRA must be sent directly from the plan administrator to the Inherited Roth IRA Custodian.. The nonspouse beneficiary may not have constructive receipt of the assets. The nonspouse beneficiary is solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If a nonqualified distribution is rolled over from Roth 401(k) or Roth 403(b) to a Roth IRA, the nontaxable and taxable rollover amounts must still be tracked. If a qualified distribution from a Roth 401(k) or Roth 403(b) is rolled over, the entire amount of the rollover contribution is considered basis in the Roth IRA.

Qualified Rollover Contributions. If current eligibility requirements as defined by the Code and Regulations are met, a nonspouse beneficiary may make a qualified rollover contribution to a Roth IRA from an eligible retirement plan other than a Roth IRA. A qualified rollover contribution must be sent in a direct trustee-to- trustee transaction from the distributing plan to the Inherited Roth IRA. The nonspouse beneficiary may not have constructive receipt of the assets. For assistance in determining qualified rollover contribution eligibility and the tax consequences of such a transaction, consult a tax advisor.

A nonspouse beneficiary ineligible to make a qualified rollover contribution to a Roth IRA may be eligible to recharacterize such contribution pursuant to the Code and Regulations.

Distributions to Inherited Roth IRA Owners. After the Inherited Roth IRA Owner rolls over the decedent’s employer plan assets, beneficiary payouts must continue as prescribed by the Code and Regulations.

ROTH IRA DISCLOSURE STATEMENT

(Used with Form 5305-A)



13. MISCELLANEOUS

Nonforfeatability. Your interest in your Roth IRA is nonforfeitable at all times.

Custodian. The Custodian of your Roth IRA must be a bank, a federally insured credit union, a savings and loan association, or an entity approved by the IRS to act as custodian.

Investment Restrictions. Money in your Roth IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code Section 408(m). However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

No Commingling. Assets in your Roth IRA may not be combined with other property, except in a common trust fund or common investment fund.

Beneficiary Designation. You may designate a beneficiary for your Roth IRA by completing a written designation in a form and manner acceptable to your Roth IRA Custodian. When you die, the proceeds of your Roth IRA will be paid to your designated beneficiary(ies). If you do not designate a beneficiary, your Roth IRA will be paid to your estate when you die.

Tax Free Earnings. When you take qualified distributions from your Roth IRA, both the contributions and the earnings are tax free. Note, however, if you take non-qualified distributions as discussed earlier, the earnings may be subject to taxes and penalties, if applicable.

Estate Tax. Generally, for federal estate tax purposes, your Roth IRA assets are includable in your gross estate when you die. However, if your spouse is your beneficiary, the Roth IRA may qualify for the marital deduction. Consult your tax and/or legal advisors for specific guidance.

No Special Tax Treatment. Roth IRA distributions are not eligible for capital gains treatment or lump-sum income averaging.

Tax Filing. You are responsible for filing the applicable IRS forms to properly report certain activities, taxable income and/or penalties associated with your Roth IRA.

IRS Form. This Roth IRA uses the precise language of IRS Form 5305-RA and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

Additional Information. Additional information about the rules and options regarding your Roth IRA may be found in IRS Publication 590, the instructions to the IRS forms and on the IRS website at www.irs.gov

FINANCIAL DISCLOSURE

1. GROWTH OF THE IRA

As the Administrator of the IRA, the IRS requires that we provide a financial growth projection of your IRA. However, since the IRA is Self-Directed and not limited to traditional investment such as mutual funds, stock, bonds, and certain variable annuities, an accurate earning projection is not possible nor guaranteed with nontraditional investments. Therefore, because the growth for this type of IRA cannot be reasonably projected, your Self-Directed IRA will be computed on the fair market value of each asset held within the IRA on a quarterly basis and reported to the IRS annually.

2. ASSOCIATED ACCOUNT FEES

Both the Administrator and the Custodian may charge fees or receive compensation for its performed services which may be deducted by the Administrator from the IRA which are disclosed separately within the Administrator's Fee Disclosure.