



ROTH IRA APPLICATION

The Toreador Funds
c/o Commonwealth Fund Services, Inc.
8730 Stony Point Parkway, Suite 205
Richmond, VA 23235

TOREADOR INTERNATIONAL FUND TOREADOR CORE FUND TOREADOR EXPLORER FUND

Select an Investment Option above and use this ROTH IRA Application to open a ROTH IRA.

IMPORTANT: In compliance with the USA PATRIOT Act, Federal law requires all financial institutions (including mutual funds) to obtain, verify, and record information that identifies each person who opens an account.

WHAT THIS MEANS FOR YOU: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask for additional identifying documents. The information is required for all owners, co-owners, or anyone who will be signing or completing a transaction on behalf of a legal entity that will own the account. We will return your application if any of this information is missing. If we are unable to verify this information, your account may be closed and you will be subject to all applicable costs. 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 you have any questions regarding this application, please call 1-800-673-0550.

Check here if amendment.

PART I-A: ROTH IRA OWNER INFORMATION

(Note: If this Roth IRA is established as an Inherited Roth IRA, the Roth IRA Owner is the deceased IRA Owner or plan participant.)

Name: _____ Taxpayer ID Number: _____

Residence Address: _____

Mailing Address: _____

Primary Phone: _____ Email Address: _____

Date of Birth: _____ Date of Death (if applicable): _____

Employer Name: _____ Employer Telephone: _____

Employer Address: _____

U.S. Citizenship Status: Citizen Resident Alien Nonresident Alien

Check to indicate the IRA is established after the death of the individual named above, with either a direct rollover or transfer. If checked, complete Part I-B of the *Roth IRA Application*.

PART I-B: INHERITED ROTH IRA OWNER INFORMATION (COMPLETE THIS SECTION FOR INHERITED ROTH IRAS ONLY)

Note: Inherited Roth IRAs may only be established via a transfer from another Inherited Roth IRA or via a direct rollover of designated Roth 401(k) or Roth 403(b) assets acquired by a nonspouse beneficiary due to the death of the individual named above.

Name: _____ Taxpayer ID Number: _____ Date of Birth: _____

Residence Address: _____

Mailing Address: _____

Primary Phone: _____ Email Address: _____

U.S. Citizenship Status: Citizen Resident Alien Nonresident Alien

PART II: CONTRIBUTION INFORMATION

Source of Funds (Select One):

Regular/Spousal Amount: _____ Tax Year: _____

Conversion Current Account/Plan Number: _____ Amount: _____
 Current Account Type: Traditional IRA SEP IRA SIMPLE IRA*

Recharacterization Amount: _____ Tax Year: _____

Direct Transfer (Note: Select this option only if you are transferring assets directly from another Roth IRA)

Rollover Source: Roth IRA Employer-Sponsored Plan (e.g., 401(a), 401(k), 403(b), governmental 457(b))

Other Explain: _____

*You may not convert SIMPLE IRA assets to a Roth IRA until at least two years have elapsed from the time of your initial participation in your employer's SIMPLE IRA plan.

PART III: PAYMENT METHOD

You can open your account using any of these methods. Please check your choice:

By Check Enclose a check payable to the Toreador (International, Core) Fund for the total amount.

By Wire For wire instructions call 1-800-673-0550.

Other _____

PART IV: INVESTMENT SELECTION

Name of Investment	Share Class (if applicable)		
	Investor Class	C Class	Institutional Class
Toreador International Fund	Investor Class	C Class	Institutional Class
Toreador Core Fund	Investor Class	Institutional Class	
Toreador Explorer Fund	Investor Class	Institutional Class	

Addendum attached for additional investment selections. If you need additional space to make investment selections, attach a separate sheet that includes all of the information requested above. Sign and date the sheet.

PART V: BENEFICIARY DESIGNATION

Designate beneficiaries below. If the primary or contingent status is not indicated, the individual or entity will be considered a primary beneficiary. After your death, the Roth IRA assets will be distributed in equal shares (unless indicated otherwise) to the primary beneficiaries who survive you. If no primary beneficiaries are living when you die, the Roth IRA assets will be distributed in equal shares (unless otherwise indicated) to the contingent beneficiaries who survive you. You may revoke or change the beneficiary designation at any time by completing a new *IRA Change of Beneficiary Form* and providing it to the Custodian.

Type: Primary Contingent Share Percentage: _____% Relationship to IRA Owner: spouse nonspouse
 Name: _____ Taxpayer ID Number: _____ Date of Birth: _____
 Address: _____

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 Name: _____ Taxpayer ID Number: _____ Date of Birth: _____
 Address: _____

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 Name: _____ Taxpayer ID Number: _____ Date of Birth: _____
 Address: _____

Type: Primary Contingent Share Percentage: _____% Relationship to IRA Owner: spouse nonspouse

Name: _____ Taxpayer ID Number: _____ Date of Birth: _____

Address: _____

Addendum attached for additional beneficiaries. If you need additional space to name beneficiaries, attach a separate sheet that includes all information requested above. Sign and date the sheet.

To name a trust as your beneficiary, attach to this form either a copy of the trust agreement or a certification, in writing, acceptable to the IRA Custodian.

PART VI: SPOUSAL CONSENT

Complete this section only if you, the Roth IRA Owner, have your legal residence in a community or marital property state and you wish to name a beneficiary other than or in addition to your spouse as primary beneficiary. This section may have important tax consequences to you and your spouse so please consult with a competent advisor prior to completing. If you are not currently married and you marry in the future, you must complete a new beneficiary designation that includes the spousal consent provisions. If this is an Inherited Roth IRA, seek competent legal/tax advice to see if spousal consent is required.

CONSENT OF SPOUSE

By signing below, I acknowledge that I am the spouse of the Roth IRA Owner and agree with and consent to my spouse's designation of a primary beneficiary other than, or in addition to, me. I have been advised to consult a competent advisor and I assume all responsibility regarding this consent. The Custodian has not provided me any legal or tax advice.

Signature of Spouse:

X _____ Date: _____

Witness:

X _____ Date: _____

PART VII: ACCOUNT SERVICE OPTIONS FOR YOUR IRA (DO NOT COMPLETE THIS SECTION FOR INHERITED IRAS)

Systematic investment program *(The completion of this section is optional.)* This option provides an automatic investment into your IRA by transferring money directly from your bank account via ACH (Automated Clearing House) on a scheduled basis. The automatic investment program may require a minimum deposit. Other account restrictions may also apply. Please provide all of your bank account information AND attach a voided check or deposit slip. Contributions made to your IRA using the automatic investment option will be for the current tax year.

Frequency: Monthly, on the 15th day of each month.

Investment Information:

Investment Name: _____ Investment Identification Number: _____ Amount (\$): _____

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Bank Account Information Provide information about your checking or savings account to establish a systematic investment program by ACH. Please select one of the following:

Attach a voided check or deposit slip for your bank account. **Please use tape; do not staple.**

Provide information about your bank account below.

Enter your checking or savings account information: Account Type: Checking Savings

Name: _____ Taxpayer ID Number: _____ Date of Birth: _____

Name of Bank: _____ Bank's Phone Number: _____

Bank Address: _____ ABA Routing Number: _____

City: _____ State: _____ Zip Code: _____

Name(s) on Bank Account: _____ Bank Account Number: _____

John and Jane Doe 123 Any Street Anytown, USA 12345	Date _____	1003
PAY TO THE ORDER OF _____	Tape your voided check or preprinted deposit slip here. Please do <u>not</u> use staples.	\$ _____ DOLLARS
BANK NAME BANK ADDRESS MEMO _____		

PART VIII: DUPLICATE ACCOUNT STATEMENT

Yes, please send a duplicate statement to:

Name: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

PART IX: FOR DEALER USE ONLY

Representative's Full Name: _____
 Representative's Signature: _____ Date: _____
 Supervisor's Full Name: _____
 Supervisor's Signature: _____ Date: _____
 Financial Institution Name: _____
 Mailing Address: _____ Representative's Branch Office Telephone Number: _____
 City: _____ State: _____ Zip: _____
 Dealer Number: _____ Branch Number: _____ Representative Number: _____

PART X: MAILING INSTRUCTIONS

Please send completed form to: Commonwealth Fund Services, Inc. 8730 Stony Point Pkwy, Suite 205, Richmond, VA 23235

PART XI: EMPLOYEES, FAMILY AND AFFILIATES

Are you an employee, or family member of an employee of the Treador Funds or its affiliates? Yes No
 Please indicate your relationship _____

PART XII: ACKNOWLEDGEMENT (Note: This application will not be processed unless signed below by the Roth IRA Owner (or Inherited Roth IRA Owner).)

By signing this *Roth IRA Application*, I certify that the information I have provided is true, correct, and complete, and the Custodian (UMB Bank, N.A. at 1010 Grand Boulevard, Kansas City, MO 64141) may rely on what I have provided. In addition, I have read and received copies of the *Roth IRA Application*, *IRS Form 5305-RA*, *Disclosure Statement* and *Financial Disclosure*, including the applicable fee schedule. I agree to be bound to their terms and conditions. I understand that I am responsible for the Roth IRA transactions I conduct, and I will indemnify and hold the Custodian harmless from any consequences related to executing my directions. If I have indicated any amounts as "carryback" contributions, I understand the contributions will be credited for the prior tax year. If I am an Inherited Roth IRA Owner, I understand the distribution requirements and the contribution limitations applicable to Inherited Roth IRA Owners. I have been advised to seek competent legal and tax advice and have not been provided any such advice from the Custodian.

Signature of Roth IRA Owner (or Inherited Roth IRA Owner):
 X _____ Date: _____
 Signature of Roth IRA Custodian Representative:
 X _____ Date: _____

Roth Individual Retirement Custodial Account

(Under section 408A 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

1. Definitions.

Agreement. 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. 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.

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. An IRA which is designated at the time of establishment of the plan as a Roth IRA and is 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 account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).

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 is an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

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

2. **Depositor's Responsibilities.** All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and 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 Custodian the information the Custodian 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 Custodian 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 Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Depositor may delegate investment authority by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Depositor and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Depositor.

The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. 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.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no 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 Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from 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 or life insurance contracts, 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 Custodian, filed with the Custodian during the Depositor's lifetime. If the Custodian and applicable laws and Regulations so permit, this right also extends to the Depositor's designated beneficiaries 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 IRAs. A designation of successor beneficiaries submitted by the Depositor's beneficiary must be in writing in a form and manner acceptable to the Custodian filed with the Custodian 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 primary beneficiaries in equal shares unless indicated otherwise in a form and manner acceptable to the Custodian. 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 Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian.

If a beneficiary entitled to payment is a minor, the Custodian is relieved of all of its obligations as 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 Custodian 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 Custodian harmless against all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account consistent with such beneficiary designation and the terms of the Agreement.

- 5. Distributions.** Distributions may be requested from the Custodial Account by delivering a written request to the Custodian in a form and manner acceptable to the Custodian. The Custodian 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 Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

- 6. Amendments and Termination.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Custodian. 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 or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Depositor may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian 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 Custodian within 30 days of the termination notice, and unless the Custodian and Depositor agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

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 or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Depositor, the Custodian may, in its own discretion, select a successor trustee or custodian 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 Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

By establishing an Individual Retirement 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 Addresses and Notices.** The Depositor is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian 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 Custodian and are effective when mailed unless otherwise indicated by the Custodian.

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

- 8. Fees and Charges.** The Custodian reserves 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 Custodian. The Custodian will provide the Depositor 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 Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian 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 Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties.

- 9. Transfers and Rollovers.** The Custodian 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 Custodian 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 Custodian will 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. The Custodian is not 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 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 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, your spouse may elect to treat your 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.

The Custodian will not be liable for and the beneficiary(ies)/Inherited Roth IRA Owner will indemnify and hold 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.

Custodian 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 Custodian will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Custodian 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 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 Custodian.

Custodian Acquired/Merged. If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian that institution will automatically become the trustee or custodian of this Roth IRA unless otherwise indicated.

Maintenance of Records. The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Depositor regarding reporting is to furnish the IRS mandated reports as required in Article VI of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Depositor. The Depositor approves any report furnished by the Custodian unless within 30 days of receiving the report the Depositor notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the discrepancies 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 Custodian reserves the right to establish Roth IRA account minimums. The Custodian may resign or charge additional fees if the minimums are not met.

Other Providers. At its discretion, the Custodian 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.

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)*.

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. 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.

RIGHT TO REVOKE YOUR ROTH 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.

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

Tax Filing Status	MAGI Thresholds
Married Filing Jointly	\$181,000-\$191,000 (2014)
	\$178,000-\$188,000 (2013)
Single, Head of Household, Married Filing Separately (did not live together during the year)	\$114,000-\$129,000 (2014)
	\$112,000-\$127,000 (2013)

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.

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 2013 and 2014). 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-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.

Rollover of Exxon Valdez Settlement Income. Certain income received as an Exxon Valdez qualified settlement may be rolled over to a Roth IRA or another eligible retirement plan. The amount contributed cannot exceed the lesser of \$100,000 (reduced by the amount of any qualified settlement income contributed to an eligible retirement plan in prior tax years) or the amount of qualified settlement income received during the tax year. Contributions for the year can be made until the due date for filing your return, not including extensions. Qualified settlement income that is

contributed to a Roth IRA is included in your taxable income for the year the qualified settlement income was received, and treated as part of your cost basis (investment in the contract) in the Roth IRA that is not taxable when distributed.

Rollover of Military Death Gratuity or SGLI (Servicemembers' Group Life Insurance) Program. Eligible death payments including military death gratuities and SGLI payments may be rolled over, tax-free into a Roth IRA. The amount you can roll over to your Roth IRA cannot exceed the total amount that you received reduced by any part of that amount that was contributed to a Coverdell ESA or another Roth IRA. Any military death gratuity or SGLI payment contributed to a Roth IRA is disregarded for purposes of the 12-month waiting period between rollovers. The rollover must be completed within one year of the date on which the payment is received. The amount contributed to your Roth IRA is treated as part of your cost basis (investment in the contract) in the Roth IRA that is not taxable when distributed. You can contribute (roll over) all or part of the amount received to your Roth IRA.

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.

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.

TAX TREATMENT OF ROTH 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.

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.

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.

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 2013 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.

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.

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.

CORRECTIONS 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.

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.

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.

INHERITED ROTH 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.

MISCELLANEOUS

Nonforfeitable. 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.