



IRA APPLICATION KIT

- **Traditional-IRA**

**NorthQuest Capital Fund
%Mutual Shareholder Services, LLC
8000 Town Centre Drive, Suite 400
Broadview Heights, OH 44147
P-440-922-0066 F-440-526-4446**

INSTRUCTIONS FOR OPENING YOUR NorthQuest Capital Fund IRA

NorthQuest Capital Fund

Traditional IRA

I. Included in this kit is:

- a. An IRA Application (Mail to NorthQuest Capital Fund).
- b. The IRA Disclosure and Plan Agreement.
- c. A Transfer or Direct Rollover Request form. You may use this form to request your current custodian, trustee, or employer to directly transfer your plan assets to your NorthQuest Capital Fund IRA.

II. To Open Your NorthQuest Capital Fund IRA:

- Step 1** Complete the IRA Application. See Designation of Beneficiary explanation below.
- Step 2** If you are requesting a transfer or direct rollover of current plan assets (held elsewhere) to your NorthQuest Capital Fund IRA, complete the Transfer or Direct Rollover Request form. You should complete this form **in addition** to the IRA Application.
- Step 3** Return the forms to the address below.
- Step 4** Include a check for the amount of your IRA contribution made payable to the Mutual Fund(s) in which you are investing.
- Step 5** Retain the IRA Plan Agreement and Disclosure for your records.

III. Designation of Beneficiary

You may designate a beneficiary to receive the IRA funds upon your death. The space provided is to name primary and contingent beneficiaries. If more space is needed, you may attach a supplementary sheet. If you wish a more complicated type of designation of beneficiary, you should consult an attorney. Some state's laws require married individuals to name their spouse as beneficiary. Married individuals should consult with their tax advisors prior to designating someone other than their spouse. You may change your beneficiary at any time by writing to the Custodian. If any of your beneficiaries die before you, the deceased beneficiary's share will be reallocated among the surviving beneficiaries on a *pro rata* basis. If none of your beneficiaries survive you, or if the Custodian cannot locate your beneficiary after a reasonable search, any balance in the IRA will be paid to your estate.

FEE INFORMATION:

Annual Account Maintenance Fee: **\$8.00 per account** (Paid by Advisor).

REVOCATION INFORMATION:

You have the right to revoke this Individual Retirement Account (IRA) within seven days of receiving your disclosure statement. To revoke your IRA account notify in writing by first-class mail to the address below and the notification will be accepted as the date notice is received and time-stamped.

**Mutual Shareholder Services, LLC
Attn: NorthQuest Capital Fund
8000 Town Centre Drive, Suite 400
Broadview Heights, OH 44147**

NorthQuest Capital Fund

Send completed forms to:
Mutual Shareholder Services, LLC
Attn: NorthQuest Capital Fund
8000 Town Centre Drive, Suite 400
Broadview Heights, OH 44147

Please print or Type

IRA APPLICATION

IRA OWNER INFORMATION

Name _____ Date of Birth _____

Soc Sec. No. _____ Address _____

City _____ State _____ Zip _____ Daytime Phone _____

Evening Phone _____ Citizen and Permanent resident of USA ____ Y ____ N (Open to US residents only)

CONTRIBUTION INFORMATION

Amount to be invested in: NorthQuest Capital Fund

\$ _____

ACCOUNT TYPE

____ Regular/Spousal ____ Conduit (See Note)

____ SEP IRA

____ Rollover

____ Roth

____ Transfer

Note: If you are moving assets from a qualified plan or TSA and do not want to commingle these assets with regular IRA contributions, select this option.

INITIAL CONTRIBUTION TYPE

Type	Amount	Tax Year
____ Roth IRA	\$ _____	_____
____ Regular/Spousal IRA	\$ _____	_____
____ SEP IRA	\$ _____	_____
____ Rollover from IRA/QP/TSA	\$ _____	_____
____ Transfer from IRA	\$ _____	_____
____ Rollover from Simple IRA*	\$ _____	_____
____ Transfer from Simple IRA*	\$ _____	_____
____ Coverdell Educational IRA	\$ _____	_____

*Simple IRA (SRA) funds cannot be combined with regular IRA funds during the first two years of initial participation.

DESIGNATION OF BENEFICIARY

In the event of my death, pay my IRA balance to the following primary beneficiary(ies): (See instructions for additional conditions.)

Name	SSN or TIN	Relationship	Date of Birth	Address	%
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

If all of the primary beneficiaries die before me, pay my IRA balance to the following contingent beneficiaries

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

*If no percentage rate is indicated, the beneficiaries will share equally.

Total _____

SIGNATURES AND CERTIFICATIONS

I certify under the penalty of perjury that my social security number stated above is correct, that I am of legal age in my state of residence and I agree that the designation of the tax year for my contribution and my election to treat a contribution as a rollover (if applicable) are irrevocable. By signing this application, I hereby authorize and appoint Huntington National Bank to act as Custodian of my account. I indemnify Huntington National Bank when making distributions in accordance with my beneficiary designation on file or in accordance with the Custodial Account Agreement absent any such designation. I acknowledge that I have received the IRA Disclosure Statement and IRA Custodial Account Agreement at least seven days prior to the date I signed this application. I have read both, which are incorporated in this application by reference, and I accept and agree to be bound by the terms and conditions contained in the IRA Custodial Account Agreement. I also certify that I have received and read the current Prospectus and understand that mutual fund shares are not obligations of or guaranteed by a bank, nor are they insured by the FDIC.

IRA Owner's Signature _____ Date _____

Huntington National Bank _____ Date _____

Huntington National Bank accepts this application and agrees to act as Custodian of the account. A confirmation will be sent to you regarding the above transaction(s) and will serve as notification of the Custodian's acceptance.

Complete only if required by State Law

Spousal Consent: I am the spouse of the IRA Owner and I approve and consent to the naming of a beneficiary other than myself. I transmute (transfer) any community property interest I have in this IRA into the separate property of my spouse.

Spouse's Signature _____ Date _____

NorthQuest Capital Fund

Send completed forms to:
Mutual Shareholder Services, LLC
Attn NorthQuest Capital Fund
8000 Town Centre Drive, Suite 400
Broadview Heights, OH 44147

IRA TRANSFER OR DIRECT ROLLOVER REQUEST FORM

Please print or type

GENERAL INFORMATION

Name _____ Date of Birth _____

Soc. Sec. No. _____ Address _____

City _____ State _____ Zip _____ Daytime Phone _____

Evening Phone _____ Account Number _____

CURRENT CUSTODIAN OF YOUR IRA ACCOUNT

Name _____ Address _____

Daytime Telephone Number _____ City _____ State _____ Zip _____

Your IRA Account Number _____ *Please include a copy of your latest IRA statement*

If you choose to wire-transfer your funds, contact your financial organization for information regarding any incoming or outgoing wire-transfer fees that may apply.

***SIMPLE IRA (SRA) funds cannot be combined with regular IRA funds during the first two years of the initial participation in the SIMPLE IRA (SRA)**

AUTHORIZATION FOR TRANSFER

To the Current Custodian of My IRA Account

Please Liquidate and Transfer _____ \$ _____ or _____ My Entire Account

To _____ My Existing IRA Account at NorthQuest Capital Fund, # _____ or _____ A New IRA Account at NorthQuest Capital Fund (Please attach an IRA Account Application)

Signature _____ Date _____

SIGNATURE GUARANTEE

The current custodian of your IRA account may require your signature guaranteed. A signature guarantee requires you to sign your name in the presence of an officer of a commercial bank or a member firm of a domestic stock exchange. The offer will verify your signature at that time. Please notice that a notary public **is not** acceptable for signature guarantee.

ACCEPTANCE OF APPOINTMENT – To Be completed by the Huntington National Bank (Custodian for NorthQuest Capital Fund)

To Whom it may concern:

We have been requested to send you a letter of acceptance in order to transfer the assets of the above mentioned account for deposit to the NorthQuest Capital Fund. To ensure proper crediting, please return the check made payable to:

NorthQuest Capital Fund FBO _____

MAIL TO: NorthQuest Capital Fund
c/o Mutual Shareholder Services, LLC
8000 Town Centre, Suite 400
Broadview Heights, OH 44147

Please include a copy of this form to identify the check as a transfer of assets. This is to be executed as a fiduciary transfer so as not to put the plan participant in actual or constructive receipt of all or any part of the transferred assets. Thank you for your prompt attention to this matter.

Custodian Signature _____ Date _____

(You may wish to retain a copy of this form for your records)

NorthQuest Capital Fund

Send completed forms to:
Mutual Shareholder Services, LLC
Attn: NorthQuest Capital Fund
8000 Town Centre Drive, Suite 400
Broadview Heights, OH 44

FUND AUTOMATIC INVESTMENT (ACH) FORM

Please print or type

1. ACCOUNT INFORMATION

Account Holder Name(s): _____

Account Number: _____

(Leave blank if form accompanies new application)

2. TRANSFERS (\$50 Minimum)

Transfer the amount of \$_____ TO the account listed above on the frequency selected below.

Please select on option

____ Monthly beginning on the 10th of _____ (insert month)
____ Quarterly beginning on the 10th of _____ (insert month)
____ Annually beginning on the 10th of _____ (insert month)

Please select which fund:

NorthQuest Capital Fund: \$_____ (or %)

3. BANK INFORMATION

Please complete with your bank information

Bank Name: _____

Bank Address: _____ City _____ State _____ Zip _____

Account Number: _____ Checking _____ Savings _____

ABA Transit Routing Number (Bank): _____

Please attach a copy of a voided check (checking account) or a pre-printed deposit slip (savings account) from the bank to enable transfer of funds.

I hereby authorize Mutual Shareholder Services, LLC upon receiving instructions from me in accordance with the instructions provided to make investments into my mutual fund account. ***I acknowledge that this authorization may only be revoked by providing written notice to Mutual Shareholder Services, LLC*** in such time and manner as to afford Mutual Shareholder Services, LLC and the bank a reasonable opportunity to act upon it.

Signature of Primary Account Holder

Date

Signature of Additional Account Holder

Date

For Joint Account Registrations:

If the name(s) on your bank account in Section 1 are not identical to the mutual fund account names, all bank account owners who are not owners of the mutual fund account must sign below.

5305-A Traditional Individual Retirement Custodial Account

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

The depositor (the depositor is the person who establishes the custodial account) named on this Traditional IRA is establishing a traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. The custodian has given the depositor the disclosure statement required by Regulations section 1.408-6. The owner and the custodian make the following agreement:

Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a re-characterized contribution described in section 408A(d)(6), 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

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

Article III

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 IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations there under, the provisions of which are herein incorporated by reference.

2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:

(a) A single sum or

(b) Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.

3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the depositor dies on or after the required beginning date and:

(i) the designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) the designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.

(b) If the depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But, in such case, if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2 (b) for any year, beginning with the year the depositor reaches age 70½, is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the depositor's designated beneficiary is his or her surviving spouse the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3 (b) (i) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 70½, if applicable under paragraph 3 (b) (i) 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 individual specified in such paragraphs 3 (a) and 3 (b) (i).

(c) The required minimum distribution for the year the depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408 (a) (6).

Article V

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 408 (i) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments maybe made with the consent of the persons whose signatures appear below.

Article VIII

An Individual retirement account (IRA) is established after the form is fully executed by both the Depositor and the Custodian, and must be completed no later than the due date of Individual's Income Tax return for the tax year (without regard to extensions). This account must be created in the USA for the exclusive benefit of the Depositor or his/her beneficiaries. Do not file Form 5305-A with the IRS. Instead keep it for record purposes

Article IX

This account must be created in the USA for the exclusive benefit of the Depositor or his/her beneficiaries. Do not file Form 5305-A with the IRS. Instead keep it for record purposes

Yearly Custodian fee \$8.00 (Paid by Advisor).

General Instructions

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

Purpose of Form



Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (Traditional IRA) is established after the form is fully executed by both the individual (depositor) and the custodian and must be completed no later than the due date of the individual's income tax return for the tax year (excluding extensions). 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-A with IRS. Instead, keep it with your records.
For more information on IRAs, including the required disclosures the custodian must give the depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

Definitions

- 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.

Identifying Number

The depositor's social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse.
Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions

- Article IV.** Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the depositor reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.
- Article VIII.** Article VIII 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. Attach additional pages if necessary.

Traditional IRA Disclosure Statement

IRA PURPOSE

This IRA Disclosure Statement is designed to help you understand the concept of Traditional Individual Retirement Accounts (IRAs) and the basic rules affecting them.

Traditional Individual Retirement Account

A. Introduction

The custodian of a Traditional Individual Retirement Account must be a bank or an entity meeting standards established by the Secretary of the Treasury. The custodian will be referred to in this Disclosure Statement as “we,” “us” or “our”. We have been approved by the Internal Revenue Service (“IRS”) to act as the custodian of your Traditional Individual Retirement Account (“Traditional IRA”). Please read this Disclosure Statement and the attached materials carefully.

Please note that the rules regarding Traditional IRAs are subject to frequent change. Before entering into any major transaction involving your Traditional IRA, you should make sure that you have the most current information available.

If you have any legal or tax questions concerning your Traditional IRA, we urge you to discuss them with your attorney or personal tax consultant. We will, of course, be happy to answer any questions concerning the operation and financial aspect of your Traditional IRA, but cannot give you legal or tax advice.

A1. How do I open a Traditional IRA?

Complete an IRA enrollment/application form and return it as indicated on the application. You must sign and complete the IRA enrollment/application form in order to establish a Traditional IRA.

A2. May I cancel my Traditional IRA?

Yes. But to receive a full refund without penalty on your initial contribution, you must do so on or before the seventh (7th) day after you receive the Traditional IRA Custodial Agreement (“Custodial Agreement”) and Disclosure Statement. To cancel your Traditional IRA, either deliver a written notice of cancellation or mail one to the address shown on the application before the end of the 7-day period. If the Custodial agreement is mailed to you, you will be deemed to

have received it seven days after the postmark absent evidence to the contrary. If an important change is made to the Disclosure Statement or your Traditional IRA during the 7-day period, we will notify you of the change and you will have an additional seven days from the date you receive the notice to revoke your Traditional IRA.

If you send your notice by first class mail, your revocation will be deemed mailed as of the date of the postmark.

Until the 7seven-day period for revoking your Traditional IRA has lapsed, contributions may be accepted, but investment instructions for your IRA may be restricted.

If you revoke your Traditional IRA within the seven-day period, we will return to you the entire amount of the contributions or the actual property contributed before your revocation. You will not earn interest on the contribution if you revoke. There will be no adjustments for administrative expenses, or changes in the market value. When you revoke your Traditional IRA, the initial contribution and return of the contribution are reported to the IRS. You should consult your financial or tax advisor if you have any questions about taxes.

A3. Is my Traditional IRA non-forfeitable?

Your interest in your Traditional IRA is non-forfeitable at all times.

A4. Is my Traditional IRA approved by the Internal Revenue Service?

Since the Custodial Agreement establishing your Traditional IRA utilizes IRS Form 5305-A, as currently provided by the IRS, your Traditional IRA will be treated as approved as to form. IRS approval is a determination as to the form of your Traditional IRA but does not represent a determination of its merits. In the event that the laws governing Traditional IRAs are amended or changed and cause differences between our current Custodial Agreement and the new laws, we will administer your Traditional IRA in accordance with the new laws and amend the Custodial Agreement when revised IRS forms are published.

You may obtain further information on Traditional IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590 Individual Retirement Arrangements (IRAs) at www.irs.gov.

B. Contributions to your Traditional IRA

B1. What is a Traditional IRA contribution?

There are two types of Traditional IRA contributions:

An “annual contribution” is a cash deposit to your Traditional IRA that may be deductible on your federal income tax return up to the amount fixed by federal tax law. Individuals who are age 50 and older can contribute an additional “catch-up” amount beginning in the taxable year in which the individual turns age 50.

A “rollover contribution” is a deposit to your Traditional IRA of funds that you receive from either an employer retirement plan or another eligible IRA. A rollover contribution is not deductible and is subject to special rules as discussed in Section D: Rollover Contributions.

Additionally, your employer may make a contribution to your IRA if your employer maintains a Simplified Employee Pension (SEP). Your employer may deduct this contribution as a business expense. This contribution is generally not deductible on your federal tax return.

C. Annual contributions

C1. May I contribute to a Traditional IRA?

If at the end of a tax year you are under the age of 70½ and either you (or your spouse if filing jointly) have received compensation from employment for that year, you may establish and/or contribute to a Traditional IRA for that year. Compensation includes salary, wages, commissions, fees, tips and other income you (or your spouse if filing jointly) receive for your personal services, as well as taxable alimony and separate maintenance payments received under a decree of divorce or separate maintenance. It does not include items such as earnings and dividends on investments, deferred compensation or monies from retirement plans or annuities.

You are allowed to direct that all or a portion of your federal income tax refund be paid directly to your Traditional IRA, or your spouse’s Traditional IRA if you file jointly. The direct deposit of a tax refund is considered an annual contribution and is subject to the contribution limits and the rules that apply to annual contributions, including the tax deduction and contribution deadline rules described in Questions C2 and C7, respectively.

If you took a “qualified reservist distribution” from your IRA or another eligible retirement plan, you may be able to repay the distribution to your Traditional IRA as a non-deductible contribution. See Question E2(i) for more information about “qualified reservist distributions.” The “qualified reservist distribution” repayments may be made even if the repayment would cause your total contributions to the Traditional IRA to exceed the annual contribution limits. The repayments must be made within two years after your active duty period ends. Please consult your tax advisor for more information if you think you may be eligible for this special non-deductible contribution.

C2. How much may I contribute?

Federal tax laws determine how much you may contribute. In any year you or your spouse receive compensation, you may make total annual contributions to all of your Traditional and Roth IRAs in any amount up to the lesser of the compensation you and your spouse receive for that year (less any Traditional and Roth IRA contributions made by or on behalf of your spouse) or the maximum amount as determined by federal tax laws. Contact us, refer to the IRS

Publication 590 or www.irs.gov for current contribution limits. Unless otherwise specified, for purposes of explaining how much you may contribute to a Traditional IRA, this disclosure statement assumes that you will not make contributions to a Roth IRA.

You may always contribute less than the maximum amount, and do not have to contribute every year. If, however, you contribute more than you are allowed for a tax year, you may incur a penalty for an “excess contribution.” This penalty is explained in Section H: Excess Contributions and Prohibited Transactions.

C3. How much of my annual contribution is tax-deductible for federal income tax purposes?

If neither you, nor your spouse (if you are married) is an active participant (see (a) below) you may make and deduct the maximum contribution to your IRA and the maximum contribution to your spouse’s IRA as determined in Question C2 above, as long as the total contributions to both IRAs do not exceed 100% of your compensation for the year.

If you are an active participant but have a modified adjusted gross income (MAGI) below a certain level (see (b) below), you may make a deductible contribution. If, however, you or your spouse are an active participant and your MAGI is above the specified level, the amount of the deductible contribution you may make to a Traditional IRA is phased down and eventually eliminated.

The determination of active participation is made separately for you and your spouse. However, if you are not an active participant, but your spouse is an active participant, your maximum deduction for IRA contributions may be limited depending on your MAGI.

a) Active Participant.

You are an “active participant” for a year if you are covered by a retirement plan. You are covered by a “retirement plan” for a year if your employer or union has a retirement plan under which money is added to your account or you are eligible to earn retirement credits. For example,

if you are covered under a profit-sharing plan, certain government plans, a salary reduction arrangement (such as a tax sheltered annuity arrangement or a 401(k) plan), a simplified employee pension plan (SEP), a SIMPLE IRA retirement plan or a plan which promises you a retirement benefit which is based upon the number of years of service you have with an employer, you are likely to be an active participant. Your Form W-2 for the year should indicate your participant status.

You are an active participant for a year even if you are not yet vested in your retirement benefit. Also, if you make required contributions or voluntary employee contributions to a retirement plan, you are an active participant. In certain plans, you may be an active participant even if you were only with the employer for part of a year.

You are not considered an active participant if you are covered in a plan only because of your service as (1) an Armed Forces Reservist, for 90 days or less of active service, or (2) a volunteer firefighter covered for firefighting service by a government plan and your accrued retirement benefits at the beginning of the year will not provide more than \$1,800 per year at retirement. Of course, if you are covered in any other plan, these exceptions do not apply.

(b) Modified Adjusted Gross Income (MAGI).

If you or your spouse are an active participant, you must look at your MAGI for the year (if you and your spouse file a joint return you use your combined MAGI) to determine whether you can make a deductible Traditional IRA contribution. Your tax return instructions will show you how to calculate your MAGI for this purpose. If you are at or below a certain MAGI level, called the threshold level, you will be able to make a fully deductible contribution.

(c) Deductibility Limits.

Single and joint filers who are active participants may receive a full or partial deduction for their contributions based on their income thresholds. Refer to IRS Publications 590 or visit www.irs.com for more information on deductibility limits. Except for married individuals filing separately, the MAGI limits will be indexed to reflect inflation in the future.

If you are married but file a separate tax return, your spouse's active participation does not affect your ability to make deductible contributions if you and your spouse lived apart at all times during the year.

(d) Tax Credit.

You may be eligible for a nonrefundable tax credit of up to 50% of the first \$2,000 of "qualified retirement savings contributions," provided your adjusted gross income is within specified limits. "Qualified retirement savings contributions" include contributions to a Traditional IRA, Roth IRA, elective deferrals to a qualified retirement plan, elective deferrals under an eligible deferred compensation plan maintained by a state or local government, and voluntary employee contributions to a qualified retirement plan.

The amount of the tax credit is calculated by multiplying the first \$2,000 of your "qualified retirement savings contributions" by the applicable percentage, which is determined by federal tax laws. You can obtain additional information on this tax credit in IRS Publication 590 or go to the IRS website at www.irs.gov.

For purposes of calculating the tax credit, your "qualified retirement savings contributions" may be reduced by certain distributions from certain retirement plans and IRAs made in the same tax year, the two previous tax years and the period after the tax year and before the due date for filing your return for the tax year. Distributions received by your spouse are treated as distributions to you for purposes of reducing your "qualified retirement contributions" if you file a joint return for the tax year in which your spouse received the contribution. If you believe that you may be eligible for the tax credit, contact your tax adviser.

The AGI limits for this tax credit will be increased by the IRS from time to time to reflect cost of living adjustments.

C4. May I make a nondeductible contribution?

Even if you are above the threshold level (explained in (b) of C3) and thus may not make a deductible contribution, you may still contribute up to the lesser of 100% of compensation or the maximum contribution limits. Remember, however, that this contribution limit applies to your total contributions to all of your IRAs (both Traditional and Roth IRAs). The amount of your contribution that is not deductible will be a nondeductible contribution to the Traditional IRA. You may also choose to make a contribution nondeductible even if you could have deducted part or all of the contribution. Interest or other earnings on your Traditional IRA contributions will not be taxable until you make withdrawals from your Traditional IRA.

If you make a nondeductible contribution to a Traditional IRA you must report the amount of the nondeductible contribution to the IRS by filing Form 8606 Nondeductible IRAs with your tax return for the year for which the contribution is made.

C5. Can my spouse have a Traditional IRA?

Yes. He or she may establish and contribute to a Traditional IRA under the same rules just discussed for you. The total both of you may contribute to both Traditional IRAs is the lesser of your combined compensation for that year, reduced by any contributions made to your Traditional or Roth IRAs for that year, or the maximum contribution allowed for you plus the maximum contribution allowed for your spouse. To take advantage of a spousal contribution, you must file a joint federal tax return for that year and your spouse must be younger than age 70½

at the end of the year. A spousal contribution can be made even if an annual contribution is not made to the working spouse's Traditional IRA, or the working spouse is over age 70½.

C6. May my employer contribute to my Traditional IRA for me?

Yes. Your employer may make an after-tax contribution to your Traditional IRA under the annual (and/or catch-up) contribution rules. Generally, contributions by your employer reduce on a dollar for dollar basis the amount you may contribute to your IRA. A contribution made by a business may be treated as wages, as a dividend or other taxable event.

If, however, your employer has a simplified employee pension plan (SEP) or a SIMPLE IRA retirement plan and you are a participant, the amount your employer contributes for you under the SEP or SIMPLE IRA retirement plan does not reduce the amount you may contribute to your Traditional IRA but may reduce the deductible amount of your contribution by making you an “active participant.”

Your employer may make payments to your SEP-IRA. In addition to your employer's contributions, you may make an annual contribution to your own Traditional IRA as described above. SEP-IRA and SIMPLE IRA contributions made by your employer are excluded from your income rather than deducted by you on your tax return.

C7. When may I contribute to my Traditional IRA?

Traditional IRA contributions for a calendar year taxpayer may be made at any time during the calendar year or no later than April 15th of the following year (the tax filing deadline). This applies even if you receive an extension for filing your return. If you make a contribution after the end of the calendar year (but no later than April 15th) that is intended to be a contribution for the prior year, you must inform us in writing at the time of your deposit.

If you served in or in support of the armed forces in a designated combat zone or qualified hazardous duty area, you may have a special extended contribution period to make IRA contributions for the prior year. Consult your tax advisor for more information about this special extension.

D. Rollover Contributions

D1. What is a rollover contribution?

A rollover contribution is a deposit to a Traditional IRA of funds you receive as a qualified distribution from either an employer retirement plan, another Traditional IRA (including a SEP-IRA), or a SIMPLE IRA. A rollover contribution allows you to continue deferring income tax on the amount you roll over and its subsequent earnings. You may also roll over distributions from an eligible state or local government deferred compensation plan (section 457 plan) into a Traditional IRA. However, you should note that dollars distributed from your Traditional IRA may, in some instances, be subject to less favorable tax treatment than dollars distributed from your employer's retirement plan. A rollover is often complex and we suggest you seek professional tax advice before receiving and rolling over a distribution.

D2. What is an employer retirement plan?

Generally, employer retirement plans are pension, profit sharing, thrift, employee stock ownership, stock bonus, SIMPLE IRA retirement or self-employed retirement plans. They also include annuity plans for employees of certain tax-exempt employers and certain governmental retirement plans.

D3. What employer retirement plan distributions may be rolled over into a Traditional IRA?

Most distributions received from employer retirement plans (generally all distributions except certain periodic distributions, excess contributions, required minimum distributions (RMDs) after reaching age 70½, hardship distributions, and dividend distributions from certain ESOPs) may be rolled over to Traditional IRAs. Participants who receive eligible distributions who do not choose to have these distributions directly rolled over into a Traditional IRA or an employer retirement plan are subject to 20% federal income tax withholding on the eligible rollover distribution.

Distributions from eligible governmental 457 plans may also be rolled over into Traditional IRAs certain restrictions may apply. Also, after-tax contributions made to an employer retirement plan may be rolled over to a Traditional IRA. However, after-tax contributions rolled over from an employer retirement plan to a Traditional IRA cannot be rolled back into another employer retirement plan.

D4. Must I roll over the entire amount of a distribution?

No. You may keep some of the funds and “roll” the remaining amount into a Traditional IRA. The amount rolled into a Traditional IRA will not be taxed until withdrawn and will continue earning income on a tax-deferred basis. The amount not rolled over will be taxed under the regular rules for taxing distributions from plans. Again, we suggest that you seek professional tax advice before you receive your distribution.

D5. If I receive a distribution from an employer's retirement plan, what options do I have for the money I receive?

The options available to you: You may: a) Request that your employer transfer your funds to your Traditional IRA. Inform your employer prior to the distribution that you wish the funds to be transferred to a Traditional IRA (or to your new employer's retirement plan if that plan accepts rollovers). You must determine what institution you want the transfer to be sent to and complete the necessary paperwork from your employer and the receiving institution prior to the date the distribution will be made. Your employer should inform you of the necessary deadlines for submitting direct rollover instructions. If your employer has not communicated with you and you're nearing your distribution date, you need to contact them immediately.

b) Receive the distribution yourself. If your employer makes your distribution check payable to you, your distribution will be subject to 20% federal income tax withholding. Once the distribution is made to you, you may:

(i) Roll over all or any portion of the eligible amount into a traditional IRA-you have 60 days in which to do this. You may make up the amount withheld in taxes by replacing those funds. If you do not replace the funds and roll over the distribution, less 20% amount withheld, you may owe taxes and possible tax penalties on the amount that was not rolled over.

(ii) You may keep your entire distribution. If you choose this option, in addition to the 20% federal income tax withholding, you may be required to pay a 10% tax penalty, as well as state and federal income taxes, on the taxable amount of the distribution.

D6. May I roll over distributions from another IRA?

You may roll over to your Traditional IRA amounts you withdraw from another Traditional IRA (including a SEP-IRA) as long as you have not rolled over those amounts in the previous twelve months. You may also roll over to your Traditional IRA part or all of a distribution you receive from a Traditional IRA by reason of the death of your spouse. You may not roll over to your Traditional IRA any part of a distribution you receive from another Traditional IRA by reason of the death of anyone other than your spouse. You may roll over to your Traditional IRA amounts that are distributed from a SIMPLE IRA if you participated in the SIMPLE IRA for at least two years. You may not roll over to your Traditional IRA amounts distributed from a Roth IRA or Coverdell Education Savings Account.

D7. Is there a deadline for making a rollover contribution?

Yes. You must complete a rollover contribution within 60 days after you receive a qualified distribution from your employer's retirement plan or a distribution from another eligible IRA. If you do not complete the rollover within the 60-day period, the amount of the distribution will be taxable as ordinary income for the year in which it was received and may be subject to penalties as explained in E2. The IRS may, in some very limited instances such as in case of a disaster, casualty or other events beyond your reasonable control, waive the 60-day limitation. You should contact your tax advisor if you believe that you may qualify for a waiver.

D8. May I make a rollover from my Traditional IRA into my employer's retirement plan?

Generally, you may make a rollover from your Traditional IRA into your employer's retirement plan (if your employer's plan permits). The receiving plan may place restrictions on the type of distributions it accepts as rollovers. Only the taxable amount of a distribution may be rolled over from a Traditional IRA into an employer retirement plan. The rules regarding determining the taxable amount of a distribution from a Traditional IRA that is rolled over to a workplace retirement plan are different from the rules described in E3. In general, the amount rolled over is treated as first coming from deductible contributions and earnings and then from nondeductible contributions (or other after-tax amounts rolled over from an employer retirement plan). You should seek professional tax advice if you plan on making a rollover contribution to a new employer's retirement plan.

D9. May a beneficiary's distribution be rolled over or transferred?

If you are a spouse beneficiary and receive a partial or total distribution that could have been rolled over by your spouse before death into a Traditional IRA, you may roll the distribution over in the same manner your deceased spouse could have. A spouse may also be able to roll this distribution into another employer retirement plan subject to limitations imposed by the receiving plan. In addition, if you receive a distribution from your former spouse's employer's retirement plan as an "alternate payee" pursuant to a "qualified domestic relations order," you may be able to roll over all or part of the distribution to your Traditional IRA.

A direct transfer from a deceased employee's employer's retirement plan (including plans maintained under Code 401(a), 403(a), 403(b) and plans maintained under Code section 457(b) by a state or local government) to a Traditional IRA established on your behalf can be treated as an eligible rollover distribution if you are the designated beneficiary of the deceased employee's plan benefit. You do not have to be the deceased employee's spouse for this special rule to apply. The Traditional IRA is treated as an inherited Traditional IRA and is subject to the required minimum distribution rules. As an inherited IRA, the inherited Traditional IRA may not accept contributions or later be rolled over to another IRA or retirement plan.

D10. May I transfer funds directly from one Traditional IRA to another?

Yes. Instead of making a rollover contribution, you may transfer funds held in a previously established Traditional IRA to a new Traditional IRA by giving directions for the transfer to the Trustee/Custodian of each Traditional IRA. Transfers are not subject to the "once in twelve months rule" of rollover contributions.

D11. May I transfer funds directly from my Traditional IRA to my HSA?

If you are otherwise eligible to make contributions to a health savings account (“HSA”), you may elect to make a once in a lifetime transfer from your Traditional IRA to your HSA on a tax-free basis. The transfer election is irrevocable. This special transfer only applies to amounts in your Traditional IRA that would otherwise be taxable if distributed. Special rules apply to determine the amount that may be transferred. Transfers from SEP-IRAs and SIMPLE IRAs to HSAs are not permitted.

The transfer amount is limited to the maximum HSA contribution amount for the tax year for your type of high distribution date, you need to contact them immediately. Receive the distribution yourself. If your employer makes your distribution check payable to you, your distribution will be subject to 20% federal income tax withholding. Once this distribution is made to you, you may:

(i) Roll over all or any portion of the eligible amount into a Traditional IRA - you have 60 days in which to do this. You may make up the amount withheld in taxes by replacing those funds. If you do not replace the funds and roll over the distribution, less the 20% amount withheld, you may owe taxes and possible tax penalties on the amount that was not rolled over.

(ii) You may keep your entire distribution. If you choose this option, in addition to the 20% federal income tax withholding, you may be required to pay a 10% tax penalty, as well as state and federal income taxes, on the taxable amount of your distribution. The transfer amount is limited to the maximum HSA contribution amount for the tax year for your type of high deductible health plan (“HDHP”) coverage (i.e., self-only or family coverage) and reduces the amount of HAS contributions that you may make for the same tax year. In the year in which you make a special transfer from your IRA, you may make a second transfer, but only if the second transfer is a result of converting from single to family coverage under the HDHP.

You must remain eligible to make HSA contributions for the 13-month period beginning with the month in which the transfer is made to your HSA to avoid income tax and a 10% penalty tax on the amount transferred. The income tax and 10% penalty tax is waived if your loss of coverage under the HDHP is due to your death or “disability.” Please consult your tax advisor for more details about this special rule, including the meaning of “disability,” determining the amount that may be transferred and any future guidance from the IRS.

D12. May I repay a distribution I took in connection with a “qualified disaster relief distribution”?

If you took a “qualified disaster relief distribution” from your IRA or another eligible retirement plan under the tax relief provided, you may be able to repay the distribution to your Traditional IRA as a rollover contribution and avoid taxes on the distribution. Please consult your tax advisor for more information if you think that you may be eligible for a special repayment opportunity.

E. Withdrawals from your Traditional IRA**E1. When may I make a withdrawal from my Traditional IRA?**

You may withdraw funds from your Traditional IRA at any time before or after you retire. If, however, you make withdrawals before age 59½, you may be subject to tax penalties on the amounts withdrawn as explained in E2.

E2. What is the early withdrawal penalty?

If you make a withdrawal before age 59½ and do not roll over the amount withdrawn, you will have to pay a 10% federal tax penalty on the taxable amount withdrawn, unless you qualify for one of the exceptions to the 10% penalty tax. These exceptions include:

- a) Distributions on account of your permanent disability;
- b) Distributions made to your designated beneficiary after your death;
- c) Distributions made as a series of substantially equal periodic payments (not less frequently than annually) made for your life or life expectancy, or for the joint lives or life expectancies of you and your beneficiary;
- d) Distributions for medical expenses to the extent that the distributions do not exceed your unreimbursed, deductible medical expenses as outlined in IRS Publication 502;
- e) Distributions used to pay health insurance premiums while you are unemployed. This exception only applies if you receive unemployment compensation for 12 consecutive weeks under federal or state law, and the distributions are made during the tax year in which the unemployment compensation is paid or during the next tax year. This exception does not apply to distributions made after your reemployment, if you have been employed for at least 60 days after your initial separation from service;
- f) Distributions used to pay qualified higher education expenses. Qualified higher education expenses are post-secondary education expenses (tuition, fees, books, supplies & equipment and certain room and board if the student is at least half-time) furnished to you, your spouse, or your or your spouse’s child or grandchild. The amount of qualified higher education expenses is reduced for certain scholarships;
- g) Distributions used within 120 days by a “first time home buyer” to pay certain costs of acquiring a principal residence. Permissible acquisition costs include the costs of acquiring, constructing, or reconstructing a residence, including reasonable settlement, financing, or other closing costs. A “first time home buyer” can be you or your spouse, or a child, grandchild or ancestor of you or your spouse. The first time home

buyer and his or her spouse cannot have owned a home for two years prior to receiving the distribution and there is a lifetime dollar limitation of \$10,000;

h) Distributions made after 1999 on account of a federal tax levy on your Traditional IRA; and

i) Distributions that are “qualified reservist distributions.” You are eligible for a “qualified reservist distribution” from your IRA if you were ordered or called to active duty after September 11, 2001 for a period of more than 179 days (or for an indefinite period) because you are a member of a “reserve component” and the distribution was made no earlier than the date of the order or call to active duty and no later than the end of the active duty period. A “reserve component” is any of the following units: Army National Guard of the U.S., Army Reserve, Naval Reserve, Marine Corps Reserve, Air National Guard of the U.S., Air Force Reserve, Coast Guard Reserve, or the Reserve Corps of the Public Health Service.

The tax penalty is in addition to the income taxes which are payable on the taxable amount withdrawn. Please consult your tax advisor to determine if these exceptions apply to your particular situation.

E3. How are withdrawals taxed?

Because nondeductible Traditional IRA contributions are made using income which has already been taxed (that is, they are not deductible contributions), the portion of the Traditional IRA distributions consisting of nondeductible contributions will not be taxed again when received by you. Similarly, after-tax contributions you rolled over from an employer retirement plan to your Traditional IRA are not taxed again. If you have made any nondeductible Traditional IRA contributions, or rolled over after-tax amounts from an employer retirement plan, each distribution from your Traditional IRA will consist of a nontaxable portion (return of nondeductible contributions/after-tax amounts) and a taxable portion (return of deductible contributions and account earnings).

Thus, you may not take a distribution that is entirely tax-free. You should refer to IRS Publication 590 and your tax advisor for more information on how to determine taxation of your distributions.

E4. How about income tax withholding?

Federal tax laws require us to generally withhold 10% of each withdrawal by you for payment of your federal income taxes, unless you instruct us in writing not to withhold. Additionally, certain states require us to withhold from your distribution. Please consult your state tax authority to determine if your state requires withholding.

E5. What are the methods of withdrawal from my IRA?

You may make a withdrawal from your Traditional IRA at any time, although any restrictions and penalties applicable to the investments you have chosen for your IRA will apply.

Please note that the special tax rules relating to lump sum distributions from tax-qualified employer plans do not apply to Traditional IRAs.

E6. When must I start making withdrawals?

You may incur a federal tax penalty if you do not start making withdrawals on or before April 1st of the year following the year in which you become age 70½. Before that date, you must either withdraw the balance from your account or begin making periodic withdrawals that are at least as great as the minimum amount you are required to withdraw for that year under federal laws. You may elect to receive the minimum amount that applies to this Traditional IRA from another Traditional IRA. If you make this election you should notify us. The federal tax penalty is 50% of the difference between the minimum amount you are required to withdraw and the amount you actually withdrew in that year.

If you have a good reason for failing to make a minimum withdrawal, explain your reason to the IRS and they may waive the penalty. If you do not begin taking the required withdrawals from your Traditional IRA (or notify us that you have elected to make the required withdrawals from another Traditional IRA), the Custodian may (but is not required to) distribute the required minimum withdrawals to you based on the uniform life expectancy table published by the IRS.

E7. What is the minimum amount I must withdraw after age 70½?

Generally, after age 70½, the minimum amount you must withdraw each year to avoid the 50% federal tax penalty is based on the account balance of your Traditional IRA on December 31 from the prior year divided by a factor determined by your age published by the IRS on the uniform life expectancy table. If you name your spouse as the sole primary beneficiary of your Traditional IRA for the entire year and your spouse is at least ten years younger than you, the appropriate factor is found in the IRS’s Joint Life and Last Survivor Expectancy table, which will further reduce the amount of your required distribution.

IRS Publication 590 explains the rules for determining the minimum amounts you must withdraw.

It is your responsibility to notify us of the dollar amount that you wish to receive as a required minimum distribution and when you wish to receive it. If the balance in your Traditional IRA at the time set for distribution is less than the distribution amount you have specified, we will distribute only that balance. Except as provided below, we are not responsible for determining the required minimum distribution amount. We will provide you with a notice by January 31 of each year that either (a) indicates the required minimum distribution and deadline for distribution

or (b) notifies you that a required minimum distribution is due and the deadline for such distribution and offer to calculate the required minimum distribution upon your written request.

Also, if a required minimum distribution is due, you will be advised by January 31 of that year in the December 31 IRA fair market value statement. The IRS will be advised on Form 5498 if a required distribution is due from your Traditional IRA. These reporting requirements only apply to you (or to your eligible spouse who elects to treat the Traditional IRA as his or her own). We may, but are not required to provide such reports to your beneficiary.

E8. What happens to my Traditional IRA when I die?

Your account balance will be paid to your beneficiary. Your beneficiary is the person or persons you designate when you open your Traditional IRA. You may change your beneficiary designation at any time by contacting your Financial Advisor. Each beneficiary designation you file with us will cancel all previous designations. A beneficiary is subject to and bound by all the terms and conditions of the Traditional IRA Custodial Agreement and Disclosure Statement. A beneficiary is required to complete and submit any and all forms deemed necessary by the Custodian in order to process a transaction such as a distribution or transfer.

If you invest all or a portion of your IRA account in an annuity, the annuity is an investment within the IRA. The annuity will be paid in accordance with either the beneficiaries you designate on your IRA or the default beneficiary provisions of this Agreement. When an annuity is held in your IRA, a spouse beneficiary may have spousal rights (i.e. spousal continuation) that he or she may be able to exercise upon your death. If you designate a non-spouse beneficiary (someone other than your spouse) upon your death any annuity will be liquidated. The annuity carrier will transfer the proceeds to your IRA to be distributed in accordance with the beneficiary designation on file with the Custodian.

If a designated beneficiary (including any contingent beneficiary) does not survive you, such beneficiary's interest shall lapse, and the percentage interest of any remaining beneficiary (including any contingent beneficiary) shall be increased on a pro rata basis unless your beneficiary designation allows otherwise.

If a designated beneficiary (including any contingent beneficiary) does not survive you or if there is no record of a designated beneficiary, your Traditional IRA balance will be paid to your spouse. If you are not survived by a spouse, your account will be paid to your surviving children as determined under state law. In such case, a legal or personal representative is required to provide us with a written certification listing the names of your surviving children as determined under state law. If there is no legal or personal representative, then a court order may be required. If you are not survived by a spouse or by any of your children, as certified by your legal or personal representative or by a court order, then your Traditional IRA will be paid to your estate.

The Custodian may pay to your surviving spouse such amount of your IRA to which he or she demonstrates to the satisfaction of the Custodian that he or she is entitled under marital or community property laws to the extent that you have not designated your surviving spouse to receive such amount as a beneficiary, unless your spouse has properly consented in writing otherwise. You understand that we may reasonably delay payment to your beneficiaries to the extent necessary for us to determine whom to pay and the proper amounts. It is your responsibility to determine whether such laws apply and to request your spouse to consent to your beneficiary designation if appropriate. You understand that we are not responsible if we have made any payment in good faith to a party other than your surviving spouse and that your surviving spouse may not recover such amount paid from the Custodian or its affiliates.

If you are divorced at the time of your death and your former spouse is named as beneficiary of your Traditional IRA, your former spouse will be treated as having predeceased you, unless you designated him or her as your beneficiary AFTER the date of the divorce or unless a court order provides otherwise.

If you die after you are required to begin minimum distributions, the minimum distribution for the year of your death may be paid to your beneficiary under the method of payment in effect at the time of your death. In the year following your death, your beneficiary is required to receive at least minimum distributions based on the longer of the beneficiary's or your remaining life expectancy. If your beneficiary is not an individual (such as an estate), required minimum payments will be based on your remaining life expectancy determined in the year of your death and reduced by one each subsequent year. If you name a trust that meets certain requirements, the beneficiaries of the trust will be treated as the beneficiaries of your Traditional IRA for purposes of determining the appropriate life expectancy under the required minimum distribution rules. Your beneficiary may always accelerate payments.

If you die before you are required to begin minimum distributions, your account balance must be paid to your beneficiary over a period not extending beyond his/her life expectancy. These withdrawals must begin in the year following your death. If your spouse is your sole beneficiary, he or she may defer making withdrawals until the date you would have become age 70½. A spouse beneficiary may roll funds over into his or her own Traditional IRA. If your spouse is your sole beneficiary, he or she may also elect to treat the Traditional IRA as his or her own. If you name a beneficiary that is not an individual (such as an estate or non-qualifying trust), the balance of your Traditional IRA must be distributed by December 31 of the fifth full year after your death. Your beneficiary for purposes of calculating required minimum distributions after your death is determined on September 30 of the year after the year in which you die. Generally, if you have more than one beneficiary, the oldest beneficiary's life expectancy is used to calculate the required minimum distributions described above. However, it may be possible for each of your beneficiaries to use his/her own life expectancy to calculate the required minimum distributions if the separate account rules are satisfied. For the separate account rules to apply, your beneficiary designation must create separate interests for the beneficiaries as of your death and separate inherited Traditional IRAs on behalf of each beneficiary after your death. The separate inherited Traditional IRAs must be

established by December 31 of the year after your death to use each beneficiary's life expectancy to calculate the required minimum distributions. The separate account rule does not apply if your beneficiary is a trust.

If you have more than one beneficiary who is entitled to benefits from your account after you die, each beneficiary's in your IRA will be considered to be a subaccount for purposes of determining required minimum distributions. The distribution rules will then be applied to each beneficiary's benefit.

For the period from the date of your death until the establishment of the separate inherited Traditional IRAs, all post-death investment interest will be allocated to the separate inherited Traditional IRAs on a pro rata basis in a reasonable and consistent manner among the separate IRAs. Any post-death distributions must be allocated to the separate inherited Traditional IRA of the beneficiary receiving that distribution.

In all cases, withdrawals will be subject to the required minimum distribution rules published by the IRS. Withdrawals of less than required minimums may result in federal tax penalties.

If your beneficiary does not begin withdrawals within the required period and after we receive notice of your death, we, but are not required to, distribute the assets of your Traditional IRA to your beneficiary in a single sum. Your beneficiaries may further designate beneficiaries of their portion of your IRA after your death (subject to any restriction under state law), by contacting their Financial Advisor who will provide the necessary forms. For instance, if you designated your children Sue and Tom as equal beneficiaries, they each could designate subsequent beneficiaries upon inheriting their portion of your IRA. Sue could designate beneficiaries to receive payments after her death and Tom could designate his estate to receive payments after his death.

If no subsequent beneficiary designation is filed with us at the time of your beneficiary's death or there is no surviving beneficiary, the subsequent beneficiary will be your beneficiary's spouse. If your beneficiary does not have a surviving spouse, the subsequent beneficiary will be the beneficiary's children, as determined under state law. In such case, a legal or personal representative is required to provide us with a written certification listing the names of your beneficiary's surviving children as determined under state law. If there is no legal or personal representative, then a court order may be required. If your beneficiary is not survived by a spouse or by any of his/her children, as certified by your beneficiary's legal or personal representative or by a court order, then the inherited Traditional IRA will be paid to your beneficiary's estate. Any subsequent beneficiary who inherits your IRA must continue to receive payments under the same schedule established by the original beneficiary. However, a subsequent beneficiary may choose to receive payments greater than the minimum payment amount.

If you are the beneficiary or subsequent beneficiary of a Traditional IRA, you should seek professional tax advice prior to making withdrawals.

E9. Will my beneficiary have to pay income tax on my Traditional IRA?

Yes. Payments from your Traditional IRA will be taxable to your beneficiary as income received. However, most beneficiaries will have the ability to take distributions over a number of years to lessen the impact of taxation. By seeking professional tax advice regarding how to choose and designate your primary and contingent beneficiaries, you can give them the flexibility to take the entire amount in one distribution or spread the distributions out in order to lower the amount of taxable income recognized each year.

Special rules also allow your spouse to either roll your Traditional IRA into his or her own Traditional IRA and defer taking distributions until his or her required beginning date. If your spouse is your sole beneficiary, he/she may continue to treat the Traditional IRA as his or her own and defer the starting date for taking distributions until the date on which you would have been required to start taking minimum distributions.

E10. How about estate and gift taxes?

Your entire account balance would be subject to federal estate tax. If your spouse is your beneficiary, the amount of your account balance may be a deduction for federal estate tax purposes. Your entire account balance may also be subject to any applicable state death taxes.

A transfer by you to your beneficiary of the right to receive distributions from your IRA may be subject to federal gift tax. If a federal estate tax is paid by your estate upon your death, then the beneficiary of your Traditional IRA may be entitled to an income tax deduction for part of the estate tax paid. A qualified tax professional can help your beneficiary determine the amount of this deduction.

F. Conversion of a Traditional IRA to a Roth IRA.

F1. May I convert all or part of my Traditional IRA to a Roth IRA?

Yes. Any Traditional IRA amount converted to a Roth IRA must also satisfy the IRA rollover requirements discussed in Section D: Rollover Contributions, except that the one-rollover-per-year limitation does not apply. Once an amount is converted to a Roth IRA, it is treated as a Roth IRA for all purposes. Future contributions to a Traditional IRA or made under a SEP may not be made to the Roth IRA.

Because of the strict rules that apply to conversions and distributions taken from Roth IRAs within five years after a conversion, you should seek professional tax advice before converting your Traditional IRA to a Roth IRA.

F2. How do I convert my Traditional IRA (or SEP-IRA) to a Roth IRA?

You may convert all or part of your Traditional IRA (or SEP-IRA) to a Roth IRA. One of the following methods may be used to perform the conversion: (1) take a distribution from your Traditional IRA (or SEP-IRA) and contribute (roll over) the distribution to a Roth IRA within 60

days after the distribution; or (2) transfer an amount in your Traditional IRA (or SEP-IRA) to your Roth IRA (including a Roth IRA maintained by the same trustee or custodian) in a trustee-to-trustee transfer. All conversions (no matter the method used) are treated as a taxable distribution and a rollover contribution.

F3. Will I be taxed on the conversion?

Yes. The amount converted from your Traditional IRA will be included in your gross income (except for the portion of the converted amount, if any, which represents a tax-free return of your nondeductible contributions or after-tax amounts you rolled over to your Traditional IRA from an employer retirement plan). The distribution (or amount converted), however, will not be subject to the 10% additional tax on early distributions, regardless of whether you are under age 59½.

F4. When will I be taxed on the conversion?

Generally, conversions will be taxed in the year of distribution from the Traditional IRA.

F5. Can I “undo” the conversion? What happens if I do not “undo” the conversion?

If certain requirements are met, you may recharacterize a conversion back to a Traditional IRA and “undo” the conversion. Recharacterizations are explained in more detail in *Section G: Recharacterization of IRA Contributions*.

F6. If I convert my Traditional IRA to a Roth IRA and later “undo” the conversion by recharacterizing it as a contribution back to a Traditional IRA, may I later reconvert the recharacterized contribution back to a Roth IRA?

You should seek professional tax advice before reconverting any conversion contributions that have been recharacterized.

You cannot convert an amount during the same taxable year, or if later, during the 30-day period following a recharacterization. If you reconvert during either of these periods, your attempted conversion will fail.

If you reconvert amounts in violation of the rules, the “failed” reconversion is treated as a distribution from your Traditional IRA and an annual contribution to your Roth IRA (unless, after the impermissible reconversion, the amount is transferred back to a Traditional IRA by means of a recharacterization). An impermissible reconversion will otherwise be treated as a valid reconversion.

F7. If I am age 70½ or older, may I convert an amount from my Traditional IRA to a Roth IRA? May the conversion occur before I receive my required minimum distribution for the year of the conversion?

If you are age 70½ or older, you may still convert all or part of your Traditional IRA to a Roth IRA. Because conversion amounts must satisfy the rollover rules (even if the conversion is in the form of a trustee-to-trustee transfer), you may not, however, convert amounts required to be distributed to satisfy the required minimum distribution rules. Since the first dollars distributed from an IRA are treated as consisting of the required minimum distribution for the year, you may not convert any amount in your Traditional IRA to a Roth IRA until the required minimum distribution for the Traditional IRA has been distributed for the year. This prohibition applies beginning with the year in which you reach age 70½ and all later years. See Section E: Withdrawals From Your IRA for more information about required minimum distributions.

However, if a required minimum distribution is contributed to a Roth IRA, it is treated as having been distributed and taxed under the normal Traditional IRA rules, and then contributed as an annual contribution to a Roth IRA. The amount of the required minimum distribution is not a conversion contribution.

G. Recharacterization of IRA Contributions

G1. May I recharacterize contributions made to my Traditional or Roth IRA for a tax year as contributions made to a different type of IRA?

Yes. You may recharacterize your Traditional IRA contributions (including conversion contributions) for a tax year by transferring (in a trustee-to-trustee transfer) the Traditional IRA contributions (or a portion of the contributions) and the related earnings to a Roth IRA, and vice versa. The recharacterization must be completed before the due date for filing your federal income tax return (including extensions) for the tax year for which the contribution was made. The contribution will be treated as having been made to the second IRA on the same date and for the same taxable year as the contribution was originally made to the first IRA for federal tax purposes. Once a recharacterization is made it may not be revoked.

To calculate the net income that is required to be transferred as part of the recharacterization, you multiply the recharacterized amount by a fraction, the numerator of which is the difference between the “adjusted closing balance” and the “adjusted opening balance” and, the denominator of which is the “adjusted opening balance.” The “adjusted opening balance” is the fair market value of the Traditional IRA at the beginning of the “computation period” plus the amount of any contributions or transfers (including the contribution that is distributed as a returned contribution and recharacterizations of contributions) made to the Traditional IRA during the “computation period.” The “adjusted closing balance” is the fair market value of the Traditional IRA at the end of the “computation period” plus the amount of any distributions or transfers (including recharacterizations) made from the Traditional IRA during the “computation period.” The “computation period” is the period beginning immediately before the particular contribution is made to the Traditional IRA and ending immediately before the removal of the contribution being returned. If more than one contribution was made as an annual contribution and is being returned from the Traditional IRA,

the “computation period” begins immediately before the first contribution being returned was contributed. For more information about the calculation of net income, see your tax adviser.

Because of the strict rules that apply to recharacterizations, you should seek competent tax advice before recharacterizing your IRA contributions.

G2. May I recharacterize an amount contributed to my Traditional or Roth IRA in a tax-free transfer?

No. Amounts contributed to a Traditional or Roth IRA in a tax-free transfer (including a tax-free rollover) may not be recharacterized as contributions to the other type of IRA. However, if you roll over or transfer an amount from a IRA to a SIMPLE IRA by mistake, the contribution may be subsequently recharacterized as a contribution to another Traditional IRA.

G3. May I recharacterize amounts contributed by my employer on my behalf under a SIMPLE IRA plan or SEP?

No. Employer contributions (including pre-tax contributions) made under a SIMPLE IRA retirement plan or a SEP may not be recharacterized as contributions to another type of IRA. However, a conversion from a SEP-IRA or SIMPLE IRA to a Roth IRA may be recharacterized as a contribution to a SEP-IRA or SIMPLE IRA (as applicable), including the original SEP-IRA or SIMPLE IRA.

G4. How do I make an to recharacterize a contribution to an IRA for a tax year?

On or before the date a transfer is made to recharacterize a contribution, you must notify both the trustee of the original IRA and the second IRA that you are electing to treat the contribution as having been made to the second IRA instead of the first IRA, for federal tax purposes. The notification must include the type and amount of the contribution to the first IRA that is to be recharacterized, the date on which the contribution was made to the first IRA and the year for which it was made, a direction to the trustee of the first IRA to transfer the amount of the contribution and earnings allocable to the contribution to the trustee of the second IRA, the names of the trustee of the first IRA and the second IRA, and any other information needed or requested by the trustees to make the transfer.

You must report the recharacterization and treat the contribution as being made to the second IRA, instead of the first IRA on your federal income tax return for the applicable tax year in accordance with the federal tax forms and instructions.

G5. If I initially make a contribution to an IRA for a tax year, then move the contribution (with related earnings) in a tax-free transfer to another IRA, can the tax-free transfer be disregarded, so that the original contribution that was transferred may be recharacterized?

Yes. If an amount is contributed to a Traditional or Roth IRA for a taxable year and then is moved (with related earnings) in a tax-free transfer to another IRA of the same type, the tax-free transfer is disregarded and the initial contribution to the first IRA may be recharacterized, if done in a timely manner.

G6. Is a recharacterization treated as a rollover for purposes of the one-rollover-per-year limitation?

No. Recharacterizing a contribution is not treated as a rollover for purposes of the one-rollover-per-year limit.

H. Excess Contributions and Prohibited Transactions

H1. What is an excess contribution?

An excess contribution is any amount you contribute to your Traditional IRA for a tax year that exceeds the maximum amount you are permitted to contribute for that tax year. There is a 6% federal tax penalty on an excess contribution for each year that it remains in your Traditional IRA.

H2. How may I avoid the 6% penalty?

If you withdraw the excess contribution for a year and any earnings or losses on it before the filing date of your income tax return for that year, including extensions (or any other time permitted by the IRS), you will not have to pay the 6% tax penalty. The earnings on an excess contribution are calculated in the same manner as net income on recharacterized contributions described in Question G.1. If you do not withdraw the excess contribution by that date, you will be charged the 6% penalty for that year. In order to avoid subsequent tax penalties, you must either:

- a) contribute less than the maximum allowable contribution in later years, or
- b) withdraw the excess contribution in accordance with applicable rules.

H3. What is a prohibited transaction?

Generally, a prohibited transaction is any improper use of your Traditional IRA by you, your beneficiary or any disqualified person. Prohibited transactions include such actions as you selling property to your Traditional IRA or buying property from it. To learn more about prohibited transactions and who are disqualified persons, refer to IRS Publication 590.

H4. What happens if I engage in a prohibited transaction?

If you or your beneficiary engages in a prohibited transaction, your Traditional IRA will lose its tax-exempt status and you will have to include the entire balance (subject to any applicable basis therein) in your taxable income for that year. Furthermore, you will be subject to the 10%

federal tax penalty on the entire balance unless you are over age 59½ or meet one of the other exceptions to the tax penalty. If someone other than you or your beneficiary engages in a prohibited transaction with respect to your Traditional IRA, that person may be liable for certain excise taxes.

H5. May I use my Traditional IRA as security for a loan?

You should not. If you use all or part of your Traditional IRA as security for a loan, the amount used would be considered a withdrawal made by you in that year. You would have to include that amount in your taxable income for that year. You would be subject to the 10% federal tax penalty on that amount unless you are over age 59½ or meet one of the other exceptions to the tax penalty.

I. Investments

I.1 Who is responsible for investing my Traditional IRA assets?

You are solely responsible for making any investment decision regarding your Traditional IRA assets. You may designate someone other than yourself to direct the investment of the assets in your Traditional IRA by executing a valid third party trading authorization or power of attorney in a form acceptable to us and by naming a person or entity acceptable to us. All investment directions shall be given in a form that complies with the reasonable requirements and procedures imposed by us. Such requirement may include that certain representations and warranties accompany certain directions, including indemnification. You (or your duly authorized representative) are making all investment decisions, and thus we will have no investment responsibility (and neither the Custodian nor any of its employees or affiliates will accept such responsibility) other than to make investments pursuant to your (or your duly authorized representative's) direction. The Custodian has no duty to and will not question such direction. In addition, the Custodian its employees and affiliates are indemnified and held harmless for any liability which may arise in our performance of our duties under the Custodial Agreement, except for any liability arising from gross negligence or willful misconduct.

I.2 What assets may not be held in my Traditional IRA?

The Custodian in its sole discretion, may refuse to hold any investment. Your Traditional IRA may not be invested in life insurance contracts and, except for investments pooled in a common trust fund or common investment fund, may not be commingled with other property. Further, assets in your Traditional IRA may not be invested in commodities, "collectibles," alcoholic beverages, or any other tangible personal property. The term "collectibles" includes works of art, rugs, antiques, metals, gems, stamps, coins (other than certain gold, silver or platinum coins of the United States or a state and certain bullion, if on the Custodian's approved list of investments). You also may not invest the assets of your Traditional IRA in any investments we determine, in our sole discretion, are administratively or operationally burdensome.

The Custodian has no responsibility for monitoring your Traditional IRA investments. Thus, if you or your duly authorized representative direct us to engage in any a non-qualifying or prohibited transaction or investment with respect to your Traditional IRA, neither the Custodian, its affiliates nor any of our employees will be liable for any adverse investment, tax or other legal consequences that may result from such purchase. Also, if your investment direction results in a prohibited transaction, the tax-favored status of your Traditional IRA will be affected. See Section H: Excess Contributions and Prohibited Transactions for more information.

I.3 Can I have a margin account?

No. We do not allow margin loans in your Traditional IRA account.

I.4 Is any interest earned on amounts awaiting investment or disbursement?

The Custodian or an affiliate may retain any interest earned on assets awaiting investment or disbursement. You understand and agree that this interest (generally referred to as "float") will be retained by us as additional compensation for the provision of services with respect to your Traditional IRA. Such interest shall generally be a prevailing interest rate.

Assets awaiting investment include (a) new deposits to the Traditional IRA, including interest and dividends, and (b) any un-invested assets held by the Traditional IRA caused by an instruction to us to purchase or sell securities where investment instructions are received too late in the day to be completed. We may also earn float on distributions from the time funds are distributed from your IRA until you cash the check or other payment method is completed.

J. Other Questions and Answers

J1. Am I required to file any tax forms for my Traditional IRA?

Generally, you will not be required to file any special forms for your Traditional IRA. However, you must file a Form 5329.

Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts, with the IRS for any year for which: (1) you are subject to the 6% penalty for excess contributions; (2) you are subject to the 10% penalty for withdrawals before age 59½ and the proper distribution code is not shown on your Form 1099-R Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.; (3) you meet an exception to the 10% penalty, but the proper distribution code is not shown on your Form 1099-R; or (4) you or your beneficiary are subject to the 50% penalty for failing to take a minimum distribution after you reach age 70½. Also, you must file

a Form 8606 Nondeductible IRAs for any year in which you make a nondeductible contribution to your Traditional IRA, you received distributions from your Traditional IRA and your basis is more than zero or you convert all or any portion of your Traditional IRA into a Roth IRA.

J2. Does the custodian report any information about my Traditional IRA to the Internal Revenue Service?

All IRA custodians are required to report various IRA transactions to the IRS, Social Security Administration and the State Revenue Department.

Form 5498 reports annual, rollover and recharacterized contributions, plus the December 31 fair market value of your account. Form 5498 also reports if a required minimum distribution is required to be made to you for the following year.

Partial withdrawals, periodic distributions, and total distributions are reported on Form 1099-R. Unrelated business taxable income is reported on Form 990-T.

J3. How is a conversion of my Traditional IRA to a Roth IRA reported?

A conversion of your Traditional IRA to a Roth IRA will be treated as a distribution from the Traditional IRA and a conversion contribution to the Roth IRA. We will report the distribution to the IRS and to you on Form 1099-R and the conversion contribution on Form 5498. You must report the conversion to the IRS by completing and filing Form 8606.

J4. How are recharacterizations reported?

If you recharacterize contributions made to an IRA, the trustee or custodian of the first IRA will report the contribution on Form 5498 as originally contributed. The trustee or custodian of the first IRA will also report the recharacterization as a distribution on Form 1099-R. For recharacterized amounts received by the second IRA, the trustee or custodian of the second IRA will report the contribution as a recharacterized contribution on Form 5498.

J5. Are state tax laws the same as federal tax laws for IRA?

You should consult your professional tax advisor about the tax treatment of Traditional IRAs in your state. This is especially important if you are subject to taxation by a state that does not automatically conform to the provisions found in the federal tax code.

J6. Can these tax reporting requirements change?

Yes, both federal and state tax reporting requirements for your Traditional IRA are subject to change and you should consult with your professional tax advisor to ensure proper treatment. The Custodian is not obligated to notify you of any or all changes to the tax reporting requirements.

J7. Can my Traditional IRA be changed?

Yes. We may amend your Traditional IRA Custodial Agreement by mailing you a copy of the change. You will be deemed to have automatically consented to any amendment, unless we receive written notice to the contrary within 30 days after a copy of the amendment is first mailed to you. Any notice we send you will be mailed or delivered to the last address that we have for you in our records. Although other amendments may be made, generally amendments will be made only to comply with changes in tax law. No amendment can take any part of your IRA away from you or your beneficiary.

J8. How much will my account be worth when I'm ready to retire?

The future value of your account will depend on your future contributions and the rate of return on your investments in your Traditional IRA. The assets in your Traditional IRA generally are not limited to any particular type of investment, and therefore it is impossible to project what your investment return will be or what your Traditional IRA assets will look like in future years.

J9. Will my Traditional IRA be charged any fees?

Yes, all of the fees that may apply to your account are outlined in the fee schedule/notice you will receive when your account is opened. The fee schedule/notice may be changed from time to time, upon 30 days written notice to you. In addition, all of the fees that apply to brokerage accounts will also apply to your account including fees associated with the automatic cash investment service. Please review your relevant account opening documents for descriptions of these fees. If you do not pay fees by the due date, we may deduct these fees from your Traditional IRA.

If we receive any process, summaries, levy or similar order, you authorize us either to comply with the order or to refuse to honor the order, in our sole discretion. The Custodian has no obligation to contest the order.

Any controversy regarding your Traditional IRA is subject to arbitration. The IRA enrollment/application form contains the complete text of the arbitration information and you should read that information carefully before you sign the form.