

IRA Intake Form



1. IRA Account Holder Information				
First Name		Last Name		
Address 1				
Address 2				
City		State	Zip	
Social Security		Home Phone		Bus. Phone
Date of Birth	Email		Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single	
Driver License # & State		Payment Method <input type="checkbox"/> From Account <input type="checkbox"/> Direct/Personal Funded Please indicate how you want to pay for you annual account fees		

2. IRA Contribution Info – List any annual contributions that you are making at this time			
Amount 1	Year	Amount 2	Year 2

4. Beneficiaries – List the name(s) of the beneficiaries for this account					
Name 1	SSN	Relationship	DOB	%	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
Address		City	State	Zip	
Name 2	SSN	Relationship	DOB	%	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
Address		City	State	Zip	
Name 3	SSN	Relationship	DOB	%	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
Address		City	State	Zip	
Name 4	SSN	Relationship	DOB	%	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
Address		City	State	Zip	
Name 5	SSN	Relationship	DOB	%	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
Address		City	State	Zip	

5. Current Custodian – Please provide the name and contact information for your current custodian					
Name	Address		City	State	Zip
Contact Name	Phone	Account Type <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> Simple <input type="checkbox"/> SEP		Account Number	
Transfer (check one) <input type="checkbox"/> All <input type="checkbox"/> Partial	Frequency (check one) <input type="checkbox"/> One Time <input type="checkbox"/> Other		Transfer Method <input type="checkbox"/> Wire <input type="checkbox"/> Check		

6. Asset Handling Instructions - Please list the assets to be transferred from your current custodian				
Asset Description	Qty or Amount to be transferred	Liquidate Immediately	Liquidate At Maturity	Transfer In Kind
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I. Instructions for completing this form

Page 1 – Account Application

- Sign and date bottom right hand block labeled “Signatures”.
- If married and your spouse is not a 100% primary beneficiary, then you need to have your spouse sign and date in the lower left box labeled “Spousal Consent”.

Page 7 – Account Addendum

- Sign and date

Page 13 – Fee Disclosure

- Sign and date

Page 14 – Transfer Request

- Sign and date in the lower left hand box labeled “SIGNATURE OF IRA HOLDER, BENEFICIARY OR FORMER SPOUSE”
- Please note that your current custodian may require a medallion signature guarantee. The signature box provides a space for the medallion stamp. Please inquire with your current custodian as to whether or not they will require a medallion signature. Medallion signatures are usually available from your local bank.

Page 15 – Proof of identity

- Sign and date:
- Please note that you will need to provide a good, legible copy of your drivers license.

Page 16 – Investment Direction

If you do not know what your investment is at this time, leave this page blank, otherwise then fill in the form as follows:

- Section 6, subsection “B”.
 - In the “Buy\$” field list the specific dollar amount or list “All Available”. Note if your intent is to place all available funds into the investment, then use the “All Available” option.
 - In the field titled “Exact stock, bond, fund, etc.” list the name or description of the investment
- Section 7 “Special instructions” Describe the method by which the investment will be funded.
 - Check – if American Estate & Trust is to pay via check, please provide the following: information
 - Name of Payee
 - Address, city, state, zip
 - Method of sending check (US Mail, Express, etc.)
 - Wire – if American Estate & Trust is to pay via check, please provide the following:
 - Name of Payee
 - Bank Name
 - Account Name (if different than payee name)
 - Bank ID or routing number
- Section 8 – Signature, sign and date

II. Returning the form

This form can be faxed or mailed:

Fax: (702) 974-2524
6900 Westcliff Dr.
Ste. 603
Las Vegas, NV 89145

- Please note, that we require the “IRA Transfer Request” form to have the original mailed to us.

Articles

INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-A under Section 408(a) of the Internal Revenue Code. The Depositor named on the Application 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. American Estate & Trust has given the Depositor the disclosure statement required by Regulations section 1.408-6. The Depositor has assigned the custodial account the sum indicated on the Application. The Depositor and the American Estate & Trust 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 recharacterized 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 nonforfeitable.

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 thereunder, 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 may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE VIII

- 1) *Definitions:* In this part of this Agreement (Article VIII), the words "you" and "your" mean the Depositor, the words "we," "us" and "our" mean the Custodian, "Code" means the Internal Revenue Code, and "Regulations" means the Treasury Regulations
- 2) *Notices and Change of Address:* Any required notice regarding this IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 3) *Representations and Responsibilities:* You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have sixty (60) days after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein. By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to IRAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney's fees, arising from, or in connection with this Agreement. To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations.
- 4) *Service Fees:* We reserve the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your IRA. In addition, we reserve the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your IRA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this IRA. Any brokerage commissions attributable to the assets in your IRA will be charged to your IRA. You cannot reimburse your IRA for those commissions.
- a) *Idle or Uninvested Cash:* In the case(s) where cash is received into the Depositor's account and there is no written investment direction for the Uninvested Cash, the Custodian will deposit or invest the Uninvested Cash into interest bearing or non-interest bearing accounts offered by the Custodian or in any other common trust funds offered and administered by the Custodian. The Depositor agrees that any income or earnings generated which is in excess of the interest paid to the Depositor's account from the Uninvested Cash will be retained by the Custodian as compensation for services provided in managing the account and in managing the investments associated with the Uninvested Cash. The Depositor further understands that excess income or earnings retained by the custodian from the Uninvested Cash also may be used to compensate other account administrators for their fees and expenses associated with account administration.
- 5) *Investment of Amounts in the IRA:* You have exclusive responsibility for and control over the investment of the assets of your IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any

exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03 of this article). We shall have no discretion to direct any investment in your IRA. We assume no responsibility for rendering investment advice with respect to your IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any uninvested amounts in cash, and we shall have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your IRA unless you provide timely written directions acceptable to us. You will select the type of investment for your IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for investment in IRAs. We may, in our sole discretion, make available to you, additional investment offerings, which shall be limited to publicly traded securities, mutual funds, money market instruments and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

- 6) *Beneficiary(ies)*: If you die before you receive all of the amounts in your IRA, payments from your IRA will be made to your beneficiary(ies). You may designate one or more persons or entities as beneficiary of your IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your IRA. If you do not designate a beneficiary, or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary. A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your IRA as his or her own. We may allow, if permitted by state law, an original IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited IRA at the time of your death) to name a successor beneficiary(ies) for the inherited IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original IRA beneficiary's(ies)' lifetime. Unless otherwise specified, each beneficiary designation form that the original IRA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original IRA beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original IRA beneficiary.
- 7) *Required Minimum Distributions*: Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if your spouse is your sole designated beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9. If you fail to request your required minimum distribution by your required beginning date, we can, at our complete and sole discretion, do any one of the following:
- make no distribution until you give us a proper withdrawal request;
 - distribute your entire IRA to you in a single sum payment; or
 - determine your required minimum distribution from your IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution.

- 8) *Termination of Agreement, Resignation, or Removal of Custodian*: Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your IRA to another financial organization. If you do not complete a transfer of your IRA within 30 days from the date we mail the notice to you, we have the right to transfer your IRA assets to a successor IRA custodian or trustee that we choose in our sole discretion, or we may pay your IRA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If this Agreement is terminated, we may charge to your IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:
- any fees, expenses or taxes chargeable against your IRA;
 - any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your IRA.

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian. We may establish a policy requiring distribution of the entire balance of your IRA to you in cash or property if the balance of your IRA drops below the minimum balance required under the applicable investment or policy established.

- 9) *Successor Custodian*: If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your IRA, but only if it is the type of organization authorized to serve as an IRA trustee or custodian.
- 10) *Amendments*: We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
- 11) *Withdrawals or Transfers*: All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

- 12) *Transfers from Other Plans:* We can receive amounts transferred to this IRA from the custodian or trustee of another IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.
- 13) *Liquidation of Assets:* We have the right to liquidate assets in your IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.
- 14) *Restrictions on the Fund:* Neither you nor any beneficiary may sell, transfer or pledge any interest in your IRA in any manner whatsoever, except as provided by law or this Agreement. The assets in your IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.
- 15) *What Law Applies:* This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

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 (excluding extensions) of the individual's income tax return for the tax year. 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 the 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.

Article IX

- 1) The Depositor shall be solely responsible for determining the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences and merit of, and to perform any "due diligence" or other investigation with respect to, any particular investment, strategy or transaction involving Custodial Account assets. American Estate & Trust, LC shall have no responsibility for, and shall not undertake, any such determination, performance or investigation. American Estate & Trust, LC shall render no tax, legal investment or other advice (and no statement, communication or other act by American Estate & Trust, LC or any of their employees or agents shall be deemed to constitute or may be relied upon as any such advice) with respect to any investment or transaction involving Custodial Account assets. American Estate & Trust, LC shall be authorized, and shall have the responsibility, only to acquire, hold and dispose of such investments as directed by the Depositor and/or the Depositor's Designated Representative or as expressly provided in this Custodial Agreement.
- 2) The Depositor shall be solely responsible for monitoring Custodial Account investments. American Estate & Trust, LC shall have no responsibility whatsoever for supervising or monitoring investments or transactions of the Custodial Account, ensuring the receipt of Custodial Account disbursements or engaging in any collections or related activities.
- 3) The Depositor shall be solely responsible for the success, failure or other consequences of any investment or transaction directed by the Depositor or the Depositor's Designated Representative. American Estate & Trust, LC shall not be liable or otherwise accountable for taxes, losses or other consequences resulting from investments made or transactions entered into in accordance with the Depositor's and/or the

Depositor's Designated Representative's directions or for taking or failing to take any actions in reliance on the instructions or representations of the Depositor or the Depositor's Designated Representative. The Depositor agrees to hold American Estate & Trust, LC and their employees and agents harmless from all liabilities and expenses incurred, including attorney's fees, arising out of their administration of the Custodial Account or in connection with any actions taken or failures to act in reliance upon the Depositor's or Designated Representative's instructions.

- 4) The Depositor acknowledges that certain investments or types of investments or transactions may pose administrative or other burdens to American Estate & Trust, LC and therefore American Estate & Trust, LC reserves the right not to process or accept such investments or transactions. The decision not to act on investment directions that American Estate & Trust deems unacceptable for administrative or other reasons shall in no way be construed as a determination by American Estate & Trust, LC concerning the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences or merit of the investment or transaction. The Depositor further acknowledges that:
 - a) any administrative review performed by American Estate & Trust, LC is solely for their benefit and is not a "due diligence" or other review with regard to the investment or transaction and
 - b) the conducting or results of such a review shall not constitute, may not be relied upon as, or in any way obligate American Estate & Trust, LC or their employees or agents to provide, an opinion, recommendation or prediction or advice regarding the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences, merit or any other aspect of the investment or transaction.
- 5) The Depositor acknowledges that certain types of investments or transactions directly or indirectly involving or relating to the Custodial Account or its assets or income may:
 - a) constitute prohibited transactions, within the meaning of Code section 4975, resulting in tax consequences to the Depositor and/or other persons;
 - b) generate "unrelated business taxable income tax," as defined in the Code, for the Custodial Account;
 - c) constitute "listed transactions or "reportable transactions," as defined in the Code and regulations or other pronouncements issued by the United States Treasury or Internal Revenue Service, resulting in reporting requirements, and adverse consequences for failing to comply with any applicable reporting or other requirements, for the Depositor and/or other persons; and/or, 5.4. otherwise result in adverse tax consequences to the Custodial Account or the Depositor.
- 6) It is the depositor's responsibility to determine, and to consult his or her own advisor as the depositor deems necessary or advisable in order to determine, whether any investment or transaction involving the custodial account or its assets or income does, or may, constitute a prohibited transaction, generate unrelated business or other taxable income, constitute a listed or reportable transaction, or results in any other tax or adverse consequence and any consequences, requirements and obligations which may result therefrom. American Estate and Trust, LC, their employees and agents, shall not be held responsible nor shall be liable for making any such determination, or for not advising the depositor to make any such determination. American Estate & Trust, LC shall not be held liable for any losses, taxes, penalties or other consequences that may, or does, result from any Custodial Account investment or transaction that constitutes a prohibited transaction, generates unrelated business or other taxable income, constitutes a listed or reportable transaction, or otherwise results in any other tax or adverse consequence to any person or entity.
- 7) **Nonstandard Investments:** Depositor may direct American Estate & Trust, LC to purchase "nonstandard" investments, which include but are limited to investments individually negotiated by the Depositor or his Representative, and investments that are part of a private placement of securities offered in reliance upon exemptions provided by Sections 3(B) and 4(2) of the Securities Act of 1933 and Regulation D promulgated there under. American Estate & Trust, LC may identify investments or classes of investments which are unacceptable due to their posing an administrative burden on American Estate & Trust, LC or potential for prohibited transactions. For such investments, American Estate & Trust, LC reserves the right to not follow the Depositor's or Representative's direction or to not process such an investment. American Estate & Trust, LC's decision to reject certain assets for reasons of administrative feasibility or potential for constituting a prohibited transaction may not be construed as either investment advice, the exercise of discretion with respect to investments, an evaluation of the investment's prudence or viability, or a determination that such investment is in fact a prohibited transaction and, likewise, American Estate & Trust, LC's decision to accept a direction to purchase certain assets may not be construed as either investment advice, the exercise of discretion with respect to investments, an evaluation of the investment's prudence or viability, or a determination that such investment is not, in fact, a prohibited transaction. If the Depositor or his Representative should direct American Estate & Trust, LC to purchase a non standard investment, as defined above, the following special certifications and provisions shall apply:
 - a) Depositor agrees to submit or cause to be submitted all offering documentation related to the non-standard investment for an administrative review by American Estate & Trust, LC. American Estate & Trust, LC reserves the right to charge a reasonable fee for such administrative review so requested by the Depositor or his Representative;
 - b) If the non-standard investment(s) contains a provision for past or future contractual payments or assessments of any manner or type, to include, but not limited to, taxes, fee, liens, margin calls, Depositor acknowledges that such payments shall be borne solely by the IRA account, that authorization to make such payments shall come from Depositor or his Representative, and that making such payments may reduce or exhaust the value of the IRA account. Depositor further agrees to maintain sufficient liquid funds in their IRA account to cover any such payments or assessments, and agrees that American Estate & Trust, LC shall not be responsible for monitoring the balance of the account to verify compliance with this Section. Depositor agrees to indemnify American Estate & Trust, LC and hold it harmless for any and all payments or assessments which may result from holding the non-standard investment within the IRA account, and further agrees that American Estate & Trust, LC shall be under no obligation whatsoever to extend credit to the account or otherwise disburse payment beyond the cash balance of the account for any payment or assessment related to the nonstandard investment(s);
 - c) If the non-standard investment(s) contain administrative and/or maintenance requirements or duties beyond American Estate & Trust, LC's capabilities or expertise to provide, then Depositor agrees to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to American Estate & Trust, LC for execution on behalf of the Depositor's IRA account;
 - d) If the Depositor directs American Estate & Trust, LC to enter into an individually-negotiated debt instrument, including a promissory note, deed of trust, real estate contract, mortgage note or debenture, then Depositor agrees to enter into a Note Servicing Agent Agreement with a third party Agent on a form acceptable to American Estate & Trust, LC or, in the alternative, the Depositor may serve as his own Note Servicing Agent. The Note Servicing Agent shall be the agent of the Depositor and not of American Estate & Trust, LC, and shall be responsible for administering the terms of the debt instrument on behalf of the Depositor's Account. Should the third party Note Servicing Agent ever become unwilling or unable to perform the duties outlined in the Note Servicing Agent agreement, then Depositor understands and agrees that all duties of the Note Servicing Agent shall revert to Depositor until a successor third party

Agent is named. Likewise, should Depositor fail to appoint a Note Servicing Agent, Depositor understands that he/she becomes responsible for fulfilling the duties of the Note Servicing Agent until Depositor names a successor third party Note Servicing Agent. Depositor understands that American Estate & Trust, LC does not offer or provide any servicing or collection duties with respect to any note or debt instrument, nor will American Estate & Trust, LC monitor the maturity date or take any action with regard to the maturity of any note or debt unless specifically authorized by Depositor in writing. Should Depositor elect to renew or renegotiate the terms of any note or debt instrument, Depositor agrees to notify American Estate & Trust, LC in writing and provide appropriate written instructions for American Estate & Trust, LC to return any original note or debt instrument to debtor;

- e) American Estate & Trust, LC shall have no duty to monitor the performance of any investment, the action of any investment sponsor, or the action of the Depositor and/or those of his heirs, successors, agents, or assigns. Further, American Estate & Trust, LC shall not be required to monitor the acts of any paid consultant to whom American Estate & Trust, LC may have contractually delegated any duties or responsibilities pursuant to Depositor's or his Representative's directions;
- f) Depositor agrees to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and to bring any other suits or actions which may become necessary to protect the rights of the account as a result of the operation or administration of the investment(s); and
- g) Depositor may not direct the purchase of a life insurance contract or a "collectible" as defined in Code Section 408(m).
- h) **Real Estate Holdings in IRA Account:** Under no circumstances shall the Depositor or any other party transfer real estate, or any other property ("the property"), to American Estate & Trust, LC for benefit of his or her IRA account, which is, or which may, be environmentally contaminated to the extent that such contamination could reasonably be expected to subject the property and the IRA account to regulatory action, control and/or rules of the Environmental Protection Agency of the United States, or to regulatory action, control or rules of any state or other environmental protection body. If any property which is transferred to this IRA account should indeed become subject to such environmental regulatory action, rules or control, and the Trustee/Custodian had no knowledge of the environmental contamination prior to the transfer of such property to the IRA account, the Custodian/Trustee shall bear no responsibility to act in any manner and shall bear no liability with respect to such property. "Knowledge" as used in the prior sentence requires written documentation of the Trustee/Custodian's knowledge, and the documentation must bear the Trustee/custodian's signature in direct recognition of such knowledge.
 - i) If the Depositor or any other party transfer property to this IRA Account which becomes subject to environmental regulatory action, rules or control, the transferor of such property shall hold Trustee/Custodian harmless from any and all costs, charges, assessments, fines, levies, fees or whatever monetary costs which may be imposed by the environmental regulatory authorities with regard to such property.
 - ii) The Depositor will insure that all real estate holdings or other properties will be properly licensed, registered, and insured as required by any prevailing governmental, federal or state laws that have jurisdiction over the property.
 - iii) Depositor shall insure that all real estate holdings carry insurance on the property and to name American Estate & Trust, LC as named insured thereon. The insurance must be sufficient to cover all reasonable expenses, fees, legal costs that could be incurred as a result of any disaster or lawsuit or other events. The Depositor agrees to hold American Estate & Trust, LC, its agents and employees, harmless for any failures by the Depositor to secure proper insurance for the property. American Estate & Trust's review and acceptance of any policy will not be construed as American Estate & Trust's acknowledgment of sufficiency or suitability of the policy. The Depositor bears all responsibility to securing suitable and appropriate insurance.
 - iv) Depositor shall be solely responsible for payment of all fees, taxes and expenses related to on going ownership and maintenance of the property. The Depositor will insure that sufficient funds are made available to pay all necessary fees and expenses for property. If the IRA account has insufficient funds to pay any fees or expenses it is the Depositor's responsibility to address and remedy such shortfalls. Depositor understands that the IRA's failure to maintain adequate levels of capital and liquidity may jeopardize the IRA and the property and that the Depositor could be in violation of IRS rules if they use personal monies to address shortfalls.
 - v) Depositor will be responsible for all taxes related to the property. American Estate & Trust will not be responsible for insuring tax statements are made available to the Depositor. American Estate & Trust will be held harmless for any late fees or penalties that may arise from the late payments of fees or taxes for the property.
 - vi) In the event of any foreclosure or default by the IRA, the Depositor agrees to hold American Estate & Trust harmless. Additionally, the depositor agrees to reimburse American Estate for any expenses incurred as custodian of the property.

(IRA Holder/Depositor)

(Date)

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR IRA

You have the right to revoke your IRA within seven (7) days of the receipt of the Disclosure Statement. If revoked, you are entitled to a full return of the contribution you made to your IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application. If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date. If you have any questions about the procedure for revoking your IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF AN IRA

- 1) **CASH CONTRIBUTIONS** – Your contribution must be in cash, unless it is a rollover contribution.
- 2) **MAXIMUM CONTRIBUTION** – The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or \$3,000 for years 2002-2004, \$4,000 for years 2005-2007, and \$5,000 for 2008, with possible cost-of-living adjustments in years 2009 and thereafter. If you also maintain a Roth IRA, the maximum contribution to your Traditional IRAs (i.e., IRAs subject to Internal Revenue Code (Code) sections 408(a) or 408(b)) is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.
- 3) **CONTRIBUTION ELIGIBILITY** – You are eligible to make a regular contribution to your IRA if you have compensation and have not attained age 70½ by the end of the taxable year for which the contribution is made.
- 4) **CATCH-UP CONTRIBUTIONS** – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your IRA. The maximum additional contribution is \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.
- 5) **NONFORFEITABILITY** – Your interest in your IRA is nonforfeitable.
- 6) **ELIGIBLE CUSTODIANS** – The Custodian of your IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- 7) **COMMINGLING ASSETS** – The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- 8) **LIFE INSURANCE** – No portion of your IRA may be invested in life insurance contracts.
- 9) **COLLECTIBLES** – You may not invest the assets of your IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as IRA investments.
- 10) **REQUIRED MINIMUM DISTRIBUTIONS** – You are required to take minimum distributions from your IRA at certain times in accordance with Regulations section 1.408-8. Below is a summary of the IRA distribution rules.
 - a) You are required to take a minimum distribution from your IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.
 - b) The applicable divisor is generally determined using the uniform lifetime table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your beneficiary(ies), if any. If your spouse is your sole designated beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the uniform lifetime table. We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½:
 - i) make no distribution until you give us a proper withdrawal request,
 - ii) distribute your entire IRA to you in a single sum payment, or
 - iii) determine your required minimum distribution each year based on your life expectancy calculated using the uniform lifetime table, and pay those distributions to you until you direct otherwise.
 - c) Your designated beneficiary is determined based on the beneficiary(ies) designated as of the date of your death, who remains your beneficiary(ies) as of September 30 of the year following the year of your death. If you die,
 - (1) on or after your required beginning date, distributions must be made to your beneficiary(ies) over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a beneficiary other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.
 - (2) before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), either
 - (a) be distributed by December 31 of the year containing the fifth anniversary of your death, or
 - (b) be distributed over the remaining life expectancy of your designated beneficiary(ies).
 - ii) If your spouse is your sole designated beneficiary, he or she must elect either option (i) or (ii) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated beneficiary(ies), other than a spouse who is the sole designated beneficiary, must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of

the year you would have attained age 70½, if later. If a beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death. A spouse who is the sole designated beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own IRA.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA

- 1) **IRA DEDUCTIBILITY** – If you are eligible to contribute to your IRA, the amount of the contribution for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer-maintained retirement plan. If you (and your spouse, if married) are not an active participant, your entire IRA contribution will be deductible. If you are an active participant (or are married to an active participant), the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) and your tax filing status for the tax year for which the contribution was made. MAGI is determined on your income tax return using your adjusted gross income but disregarding any deductible IRA contribution.
- 2) **Definition of Active Participant** – Generally, you will be an active participant if you are covered by one or more of the following employer-maintained retirement plans:
 - a) a qualified pension, profit sharing, 401(k), or stock bonus plan;
 - b) a qualified annuity plan of an employer;
 - c) a simplified employee pension (SEP) plan;
 - d) a retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under Code section 457);
 - e) a tax-sheltered annuity for employees of certain tax-exempt organizations or public schools;
 - f) a plan meeting the requirements of Code section 501(c)(18);
 - g) a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and a savings incentive match plan for employees of small employers (SIMPLE) IRA plan or a SIMPLE 401(k) plan.

If you do not know whether your employer maintains one of these plans, or whether you are an active participant in it, check with your employer or your tax advisor. Also, the IRS Form W-2, Wage and Tax Statement, that you receive at the end of the year from your employer will indicate whether you are an active participant.

If you are an active participant, are single, and have MAGI within the applicable phaseout range listed below, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$36,000 in 2002, your maximum deductible contribution is \$2,400 (the 2002 phase-out range maximum of \$44,000 minus your MAGI of \$36,000, divided by the difference between the maximum and minimum phaseout range limits of \$10,000 and multiplied by the contribution limit of \$3,000.)

If you are an active participant, are married and you file a joint income tax return, and have MAGI within the applicable phaseout range listed below, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out maximum for the applicable year (specified below), and subtract your MAGI range; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$56,000 in 2002, your maximum deductible contribution is \$2,400 (the 2002 phase-out maximum of \$64,000 minus your MAGI of \$56,000, divided by the difference between the maximum and minimum phase-out limits of \$10,000 and multiplied by the contribution limit of \$3,000.

If you are an active participant, are married and you file a separate income tax return, your MAGI phase-out range is generally \$0–\$10,000. However, if you lived apart for the entire tax year, you are treated as a single filer.

Tax year	Joint Filers		Single Filers	
	Min	Max	Min	Max
2009	\$83,000	\$103,000	\$52,000	\$62,000

The MAGI phaseout range for an individual that is not an active participant, but is married to an active participant, is \$150,000–\$160,000. This limit is also subject to cost-of-living increases for tax years beginning after 2006. If you are not an active participant in an employer-maintained retirement plan, are married to someone who is an active participant, and you file a joint income tax return with MAGI between the applicable phaseout range for the year, your maximum deductible contribution is determined as follows: (1) begin with the appropriate MAGI phase-out maximum for the year and subtract your MAGI from it; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. You must round the resulting deduction to the next highest \$10 if the number is not a multiple of 10. If your resulting deduction is between \$0 and \$200 you may round up to \$200.

- 3) **CONTRIBUTION DEADLINE** – The deadline for making an IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.
- 4) **C. TAX CREDIT FOR CONTRIBUTIONS** – You may be eligible to receive a tax credit for your Traditional IRA contributions. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are
 - age 18 or older as of the close of the taxable year,

- not a dependent of another taxpayer, and
- not a full-time student.

For more information on how to calculate and determine if you are entitled to receive a tax credit refer to IRS puib 590.

- 5) **TAX-DEFERRED EARNINGS** – The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).
- 6) **NONDEDUCTIBLE CONTRIBUTIONS** – You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a \$50 per failure penalty. If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a \$100 penalty unless reasonable cause for the overstatement can be shown.

$$\begin{array}{r} \text{(Aggregate Nondeductible Contributions)} \\ \times \text{(Amount Withdrawn)} \\ \hline \text{Aggregate IRA Balance} \end{array} = \text{Amount Excluded From Income}$$

- 7) **TAXATION OF DISTRIBUTIONS** – The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included in income. If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

NOTE: Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that the aggregate IRA balance includes the total balance of all of your IRAs as of the end of the year of distribution and any distributions occurring during the year.

- 8) **ROLLOVERS AND CONVERSIONS** – Your IRA may be rolled over to an IRA of yours, may receive rollover contributions, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from another IRA, or from your employer’s qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan. Conversion is a term used to describe the movement of Traditional IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.
- a) **Traditional IRA to Traditional IRA Rollovers** – Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of Code section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
- b) **SIMPLE IRA to Traditional IRA Rollovers** – Funds may be distributed from your SIMPLE IRA and rolled over to your IRA without IRS penalty provided, two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
- c) **Employer-Sponsored Retirement Plan to Traditional IRA Rollovers** – You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan (other than distributions to nonspouse beneficiaries), unless it is part of a certain series of substantially equal periodic payments, a required minimum distribution, a hardship distribution, or a distribution of Roth 401(k) or Roth 403(b) elective deferrals. If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your employer sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution must be rolled over to your IRA not later than 60 days after you receive it. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax and, if you are under age 59½, the 10 percent early distribution penalty (unless an exception to the penalty applies). As an alternative to the indirect rollover, your employer generally must give you the option to directly roll over your employer-sponsored retirement plan balance to an IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the IRA (or other eligible employersponsored retirement plan) that you designate. The 20 percent withholding requirements do not apply to direct rollovers.
- d) **Nonspouse Beneficiary Rollovers from Employer-Sponsored Retirement Plans** – If you are a nonspouse beneficiary of a deceased employer plan participant, you may directly roll over inherited assets from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan to an inherited IRA. The IRA must be maintained as an inherited IRA, subject to the beneficiary distribution requirements, (i.e., you may not roll these assets to your own IRA.)
- e) **Traditional IRA to Employer-Sponsored Retirement Plans** – You may roll over, directly or indirectly, any eligible rollover distribution from an IRA to an employer’s qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan so long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from an IRA that is not a part of a required minimum distribution.
- f) **Traditional IRA to Roth IRA Conversions** – If your modified adjusted gross income is not more than \$100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). Beginning in 2010, the \$100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated for conversion eligibility. If you are age 70½ or older you must remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

- g) **Qualified HSA Funding Distribution** – If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*.
 - h) **Written Election** – At the time you make a proper rollover to an IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
- 9) **TRANSFER DUE TO DIVORCE** – If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.
- 10) **RECHARACTERIZATIONS** – If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed.

LIMITATIONS AND RESTRICTIONS

- 1) **SEP PLANS** – Under a simplified employee pension (SEP) plan that meets the requirements of Code section 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information which describes the terms of your employer's SEP plan.
- 2) **SPOUSAL IRA** – If you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has compensation. You may make these spousal contributions even if you are age 70½ or older. You must file a joint income tax return for the year for which the contribution is made. The amount you may contribute to your IRA and your spouse's IRA is the lesser of 100 percent of your combined compensation or \$6,000 for 2002-2004, \$8,000 for 2005-2007, and \$10,000 for 2008. This amount may be increased with cost-of-living adjustments in 2009 and beyond. However, you may not contribute more than the individual contribution limit to each IRA. If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's IRA. The maximum additional contribution is \$500 for years 2002-2005, and \$1,000 for years 2006 and beyond.
- 3) **DEDUCTION OF ROLLOVERS AND TRANSFERS** – A deduction is not allowed for rollover contributions or transfers. D. **GIFT TAX** – Transfers of your IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.
- 4) **SPECIAL TAX TREATMENT** – Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to IRA distributions.
- 5) **INCOME TAX TREATMENT** – Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.
- 6) **CHARITABLE DISTRIBUTIONS** – If you are age 70½ or older, you may make tax-free distributions of up to \$100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS. This provision applies to distributions during tax years 2006 and 2007.
- 7) **PROHIBITED TRANSACTIONS** – If you or your beneficiary engage in a prohibited transaction with your IRA, as described in Code section 4975, your IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or premiums because of your IRA.
- 8) **PLEDGING** – If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

FEDERAL TAX PENALTIES

- 1) **EARLY DISTRIBUTION PENALTY** – If you are under age 59½ and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of \$10,000), 10) a levy issued by the IRS, or 11) active military duty (see *Qualified Reservist Distributions*, below). This additional tax will apply only to the portion of a distribution which is includible in your taxable income.
- 2) **EXCESS CONTRIBUTION PENALTY** – An additional tax of six percent is imposed upon any excess contribution you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute.
- 3) **EXCESS ACCUMULATION PENALTY** – As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.
- 4) **PENALTY REPORTING** – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

- not a dependent of another taxpayer, and
- not a full-time student.

For more information on how to calculate and determine if you are entitled to receive a tax credit refer to IRS puib 590.

- 5) **TAX-DEFERRED EARNINGS** – The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).
- 6) **NONDEDUCTIBLE CONTRIBUTIONS** – You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a \$50 per failure penalty. If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a \$100 penalty unless reasonable cause for the overstatement can be shown.

$$\begin{array}{r}
 \text{(Aggregate Nondeductible Contributions)} \\
 \times \text{(Amount Withdrawn)} \\
 \hline
 \text{Aggregate IRA Balance}
 \end{array}
 = \text{Amount Excluded From Income}$$

- 7) **TAXATION OF DISTRIBUTIONS** – The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included in income. If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

NOTE: Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that the aggregate IRA balance includes the total balance of all of your IRAs as of the end of the year of distribution and any distributions occurring during the year.

- 8) **ROLLOVERS AND CONVERSIONS** – Your IRA may be rolled over to an IRA of yours, may receive rollover contributions, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from another IRA, or from your employer’s qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan. Conversion is a term used to describe the movement of Traditional IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.
- a) **Traditional IRA to Traditional IRA Rollovers** – Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of Code section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
- b) **SIMPLE IRA to Traditional IRA Rollovers** – Funds may be distributed from your SIMPLE IRA and rolled over to your IRA without IRS penalty provided, two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
- c) **Employer-Sponsored Retirement Plan to Traditional IRA Rollovers** – You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan (other than distributions to nonspouse beneficiaries), unless it is part of a certain series of substantially equal periodic payments, a required minimum distribution, a hardship distribution, or a distribution of Roth 401(k) or Roth 403(b) elective deferrals. If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your employer sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution must be rolled over to your IRA not later than 60 days after you receive it. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax and, if you are under age 59½, the 10 percent early distribution penalty (unless an exception to the penalty applies). As an alternative to the indirect rollover, your employer generally must give you the option to directly roll over your employer-sponsored retirement plan balance to an IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the IRA (or other eligible employersponsored retirement plan) that you designate. The 20 percent withholding requirements do not apply to direct rollovers.
- d) **Nonspouse Beneficiary Rollovers from Employer-Sponsored Retirement Plans** – If you are a nonspouse beneficiary of a deceased employer plan participant, you may directly roll over inherited assets from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan to an inherited IRA. The IRA must be maintained as an inherited IRA, subject to the beneficiary distribution requirements, (i.e., you may not roll these assets to your own IRA.)
- e) **Traditional IRA to Employer-Sponsored Retirement Plans** – You may roll over, directly or indirectly, any eligible rollover distribution from an IRA to an employer’s qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan so long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from an IRA that is not a part of a required minimum distribution.
- f) **Traditional IRA to Roth IRA Conversions** – If your modified adjusted gross income is not more than \$100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). Beginning in 2010, the \$100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated for conversion eligibility. If you are age 70½ or older you must remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

- g) **Qualified HSA Funding Distribution** – If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*.
 - h) **Written Election** – At the time you make a proper rollover to an IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
- 9) **TRANSFER DUE TO DIVORCE** – If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.
- 10) **RECHARACTERIZATIONS** – If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed.

LIMITATIONS AND RESTRICTIONS

- 1) **SEP PLANS** – Under a simplified employee pension (SEP) plan that meets the requirements of Code section 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information which describes the terms of your employer's SEP plan.
- 2) **SPOUSAL IRA** – If you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has compensation. You may make these spousal contributions even if you are age 70½ or older. You must file a joint income tax return for the year for which the contribution is made. The amount you may contribute to your IRA and your spouse's IRA is the lesser of 100 percent of your combined compensation or \$6,000 for 2002-2004, \$8,000 for 2005-2007, and \$10,000 for 2008. This amount may be increased with cost-of-living adjustments in 2009 and beyond. However, you may not contribute more than the individual contribution limit to each IRA. If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's IRA. The maximum additional contribution is \$500 for years 2002-2005, and \$1,000 for years 2006 and beyond.
- 3) **DEDUCTION OF ROLLOVERS AND TRANSFERS** – A deduction is not allowed for rollover contributions or transfers. D. **GIFT TAX** – Transfers of your IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.
- 4) **SPECIAL TAX TREATMENT** – Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to IRA distributions.
- 5) **INCOME TAX TREATMENT** – Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.
- 6) **CHARITABLE DISTRIBUTIONS** – If you are age 70½ or older, you may make tax-free distributions of up to \$100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS. This provision applies to distributions during tax years 2006 and 2007.
- 7) **PROHIBITED TRANSACTIONS** – If you or your beneficiary engage in a prohibited transaction with your IRA, as described in Code section 4975, your IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or premiums because of your IRA.
- 8) **PLEDGING** – If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

FEDERAL TAX PENALTIES

- 1) **EARLY DISTRIBUTION PENALTY** – If you are under age 59½ and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of \$10,000), 10) a levy issued by the IRS, or 11) active military duty (see *Qualified Reservist Distributions*, below). This additional tax will apply only to the portion of a distribution which is includible in your taxable income.
- 2) **EXCESS CONTRIBUTION PENALTY** – An additional tax of six percent is imposed upon any excess contribution you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute.
- 3) **EXCESS ACCUMULATION PENALTY** – As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.
- 4) **PENALTY REPORTING** – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

- 1) *IRS PLAN APPROVAL* – The Agreement used to establish this IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered
- 2) *ADDITIONAL INFORMATION* – You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.
- 3) *IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT* – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.
- 4) *HURRICANE-RELATED RELIEF* – If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita or Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified distributions include IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, *Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma*.
 - **10 Percent Penalty Exception on Qualified Distributions** – Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first \$100,000 of qualified distributions to each individual.
 - **Taxation May be Spread Over Three Years** – If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.
 - **3. Repayment of Qualified Hurricane Distributions** – You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions. For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.
- 5) *QUALIFIED RESERVIST DISTRIBUTIONS* – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your IRA and recontribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS.

Rules And Conditions Applicable To Rollovers

GENERAL INFORMATION

A rollover is a way to move money or property from one eligible retirement plan (e.g., IRA or Qualified Retirement Plan (QRP)) to another eligible retirement plan. The Internal Revenue Code (IRC) limits how many distributions may be rolled over, how quickly rollovers must be completed and how the Trustee or Custodian must report the transaction. By properly completing this form you are certifying to the Trustee or Custodian that you have satisfied the rules and conditions applicable to a rollover and that you are making an irrevocable election to treat the transaction as a rollover.

TRADITIONAL IRA OR SIMPLE IRA ROLLOVER REQUIREMENTS (Option One)

1. TIMELINESS

The funds you receive from the distributing IRA must generally be deposited into another IRA within 60 days after you receive them. However, this period is 120 days for certain rollovers relating to first-time home purchases. When counting the 60 (or 120) days include weekends and holidays. Receipt generally means the day you actually have the funds in hand. For example, the 60 days would begin on the day following the day you pick up the check from the Trustee or Custodian or when you receive the check in the mail. The IRS has the authority to grant extensions to the 60 (or 120) day rule in cases where a hardship occurs (e.g. casualty, disaster, etc.). Generally, in order to receive this relief you must apply for a Private Letter Ruling accompanied by the applicable user fee. An automatic waiver (no application to the IRS) is available if all the following are true: (1) the financial institution receives the funds prior to the expiration of the 60-day rollover period, (2) you follow all procedures required for depositing the funds into an eligible IRA within the 60-day period, (3) the funds are not deposited due to financial institution error, (4) the funds are deposited into an IRA within one year from the beginning of the 60-day rollover period, and (5) if the financial institution had deposited the funds as instructed, it would have been a valid rollover.

2. RMD ROLLOVER RESTRICTION

If this rollover is being made during or after the year for which you are required to begin receiving distributions, you cannot roll over any distribution to the extent that it is a required minimum distribution from the distributing plan. If the deceased IRA holder died after his or her required beginning date and you are the spouse beneficiary of a deceased IRA holder and you are rolling this IRA into your own IRA, you must make sure that the deceased's required minimum distribution for the year of death is removed from his or her IRA assets prior to the completion of the rollover.

3. TWELVE MONTH RESTRICTION You are entitled to one distribution per year per IRA which may be rolled over. Twelve (12) months must pass after receipt of one distribution which you roll over before you may take another distribution from the same IRA to roll over. An IRA is created by executing a plan agreement, not by depositing a contribution into a separate investment within an existing IRA. You are entitled to roll over the same assets only once in a twelve (12) month period. Twelve (12) months must elapse between the time you receive a distribution of the assets to be rolled over until you receive another distribution of those same assets for rollover purposes.

4. SIMPLE IRA ROLLOVER RESTRICTIONS

You may roll funds from one SIMPLE IRA to another SIMPLE IRA if the timeliness and 12 month restriction discussed above have been met. In addition, a SIMPLE IRA may be rolled over to a Traditional IRA provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer.

EMPLOYER-SPONSORED RETIREMENT PLAN TO TRADITIONAL IRA ROLLOVER REQUIREMENTS (Option Two)

1. ELIGIBLE PERSON

Only an eligible person may roll funds from a QRP, 403(a) Plan, 403(b) Plan, or eligible 457(b) Deferred Compensation Plan into an IRA. You will only be an eligible person if you were or are a participant in the distributing plan, the surviving spouse beneficiary of a deceased participant, or the alternate payee identified in a Qualified Domestic Relations Order (QDRO). A QDRO is a domestic relations order issued in a divorce proceeding which meets certain conditions and grants to an alternate payee (e.g., exspouse) the right to receive all or a portion of a participant's benefits under a QRP. If the alternate payee is a spouse or former spouse, the alternate payee can roll over all or a portion of the amount received to an IRA. A nonspouse beneficiary may only roll over to an inherited IRA. A rollover to an inherited IRA must be done as a direct rollover from an eligible retirement plan.

2. ELIGIBLE PLAN

A distribution will not be eligible to be rolled over unless that distribution is made from an eligible retirement plan. An eligible retirement plan is a plan that is qualified under IRC Section 401(a), 403(a), 403(b), or 457(b). Eligible retirement plans include defined benefit plans, profit sharing plans, money purchase pension plans, 401(k) plans, tax-sheltered annuities, eligible 457(b) deferred compensation plans, and employee stock ownership plans.

3. ELIGIBLE ROLLOVER DEPOSIT

Only certain types of eligible retirement plan distributions, called "eligible rollover distributions," may be deposited into an IRA. Eligible rollover distributions include most distributions from eligible plans except the following:

Required Minimum Distributions – Distributions which represent required minimum distributions paid during a participant's first distribution calendar year or later may not be rolled over.

Substantially Equal Periodic Payments – For purposes of determining an eligible rollover distribution, substantially equal periodic payments are defined as a series of substantially equal distributions made not less frequently than annually and calculated 1) over the life (or life expectancy) of the individual or the joint lives (or life expectancies) of the individual and the individual's beneficiary or, 2) for a specified period of 10 years or more.

Death Benefit Exclusion Amounts – If you are a surviving spouse beneficiary and your spouse died before August 21, 1996, a portion of your distribution may qualify for the Death Benefit Exclusion Allowance. You may not roll over any portion of your distribution which qualifies for the Death Benefit Exclusion Allowance.

P.S. 58 Costs – If you received distribution of a life insurance policy from a plan, the amounts attributable to the cost of life insurance purchased by the plan which have been previously taxed to the participant may not be rolled over.

Property Distributions – If property other than cash is distributed, only the same property or the proceeds from its sale may be rolled over. If you receive property but wish to roll over cash, you must actually sell the property and roll over the proceeds.

Hardship Distributions – Distributions taken on account of financial hardship are not eligible to be rolled over.

Roth 401(k) or 403(b) Amounts – Distributions of elective deferrals from a Roth 401(k) or 403(b) plan are not eligible to be rolled over to a Traditional IRA.

4. TIMELINESS

If the check is payable to you, the funds you receive from the distributing plan must be deposited in an IRA within 60 days after you receive them. When counting the 60 days include weekends and holidays. Receipt generally means the day you actually have the funds in hand. The IRS has the authority to grant extensions to the 60 day rule in cases where a hardship occurs (e.g. casualty, disaster, etc.). Generally, in order to receive

this relief you must apply for a Private Letter Ruling accompanied by the applicable user fee. An automatic waiver (no application to the IRS) is available if all the following are true:

(1) the financial institution receives the funds prior to the expiration of the 60-day rollover period, (2) you follow all procedures required for depositing the funds into an eligible IRA within the 60-day period, (3) the funds are not deposited due to financial institution error, (4) the funds are deposited into an IRA within one year from the beginning of the 60-day rollover period, and (5) if the financial institution had deposited the funds as instructed, it would have been a valid rollover.

5. CAUTION ABOUT COMMINGLING FUNDS

If you are rolling over funds from certain eligible retirement plans, you may be eligible to take advantage of favorable tax treatment if the IRA is maintained as a conduit IRA and the funds are subsequently rolled back over to another eligible retirement plan. See your tax professional for additional information.



PRECIOUS METALS IRA FEE SCHEDULE AND DISCLOSURE

Item	Fee												
Initial Set Up (One time fee)	\$50												
Annual Account Fee (For precious metals as the only account assets) ¹	\$150												
Monthly Storage Fee													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Asset Value of Metals</th> <th style="text-align: center;">Gold Only</th> <th style="text-align: center;">Silver Only</th> <th style="text-align: center;">Both Metals</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">< \$25,000</td> <td style="text-align: center;">\$8</td> <td style="text-align: center;">\$10</td> <td style="text-align: center;">\$10</td> </tr> <tr> <td style="padding-left: 20px;">≥ \$25,000</td> <td style="text-align: center;">\$12</td> <td style="text-align: center;">\$18</td> <td style="text-align: center;">\$18</td> </tr> </tbody> </table>	Asset Value of Metals	Gold Only	Silver Only	Both Metals	< \$25,000	\$8	\$10	\$10	≥ \$25,000	\$12	\$18	\$18	
Asset Value of Metals	Gold Only	Silver Only	Both Metals										
< \$25,000	\$8	\$10	\$10										
≥ \$25,000	\$12	\$18	\$18										
<i>The above fees will be charged each month that metals are held in your IRA account based upon the current value of the metals held in your account. If a combination of metals are held in the account, then you will be charged the "Both Metals" pricing for storage.²</i>													
Annual <u>All-In-One</u> Service For 72(t) SOSEP IRAs (during the SOSEP period only)	\$49												
Rollover From Other Plan (No charge for rollover itself, but any new plan is subject to applicable fees)	\$00												
Transfer Funds Within IRA (Can be included in 6 free life time transactions)	\$50												
Termination of IRA, Partial (Either a rollover to another plan or a lump sum distribution)	\$75												
Termination of IRA, Complete (Either a rollover to another plan or a lump sum distribution)	\$175												
Transactions, Other/Miscellaneous (Can be included in 6 free life time transactions)	\$50												
Roth Conversion/Recharacterization	\$75												
Contributions Exceeding 12 Per Year, Each (Up to 12 per year are free)	\$10												
In Kind distribution of metals (fee per transaction and is not included in the 6 free account transactions) ³	\$50												
Selling metals from account (fee per transaction and is not included in the 6 free account transactions) ⁴	\$50												
Distribution/Withdrawal, Miscellaneous (Can be included in 6 free life time transactions if from cash)	\$35												
Distribution, Regular Retirement Stream, Each (Can be included in 6 free life time transactions if from cash)	\$10												
Wire Transfer Of Funds (Can be included in 6 free life time transactions)	\$25												
Overnight Courier Delivery, Letter Envelope	\$25												
Cashiers Check	\$25												
Returned Check/Insufficient Funds	\$30												
Stop Payment	\$30												
Rush Fee For 24 Hour Expedite Requests ⁵	\$50												
Hourly Rate For Extraordinary Services	\$150												
Wire Transfers – Inbound	\$15												



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FX: (702) 974-2524

Additional Disclosures

Minimum Required Balances For Fees. A minimum amount of cash equal to \$297 must be left in each IRA, or automatic charges on your credit card to cover fees must be provided for.

Third Party Fees. All fees charged by any outside party for services to your account are charged to and paid by your IRA account or by you directly, and are in addition to any fees which AE-Trust charges. Third party fees could include: Brokerage, bank or mutual funds fees and loads, tax or other consultant fees, investment advisor fees, etc.

Right To Change Fees. As market conditions change, AE-Trust reserves the right to change fees with 30 days advance notice.

NOTICE: American Estate & Trust, LC may in some cases receive compensation from third party suppliers, brokers, banks, mutual funds or other organizations, based on the volume of business placed with those organizations or due to other factors.

.....

I hereby acknowledge receipt and notice of the above IRA Fee Schedule, and payment method below, from AE-Trust:

Name: _____ Date: _____
(Print Only)

Signature: _____

<p>Please select which method of payment:</p> <p><input type="checkbox"/> Deduct annual fees from my IRA account</p> <p><input type="checkbox"/> I will pay annual fees directly</p>
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¹ Account fees will be assessed at the time of account creation. The account fee being charged is for only holding precious metals in the account. If the account holder wants to invest and hold other assets outside of precious metals, then a separate fee schedule will apply. Fees must be paid prior to executing any account transactions. Fees will be assessed each year on the anniversary month of the account creation. The account comes with six (6) free transactions for the life of the account and 12 free deposits per year. A Transaction is defined as funding an investment, issuance of funds for account costs or fees. Some transactions cannot be included in the 6 and 12 free transactions.

² Metals prices are established based upon current spot prices in the open market. All metals held are updated to reflect the current market prices. Storage fees are assessed based upon the total types and value of all metals held in the account on the first of the month. Storage fees will be collected from funds held in the account. If there is a shortfall in the account, you will be invoiced for the shortfall and you will be required to get those funds back into the account. If fees remain open for more than 90 days, we will liquidate enough metals to cover the costs of the open fees. Any metals purchased or sold after the monthly account fee has been assessed, will not change the storage fee for that month. Storage fees are not prorated or reduced in the month that metals are sold from the account.

³ Additional shipping, handling and insurance costs may apply. Total costs for in kind distributions will be provided in advance. Payment for fees will need to be covered via cash in the account, check or credit card before the metals are shipped.

⁴ Additional shipping, handling and insurance costs may apply. Total costs for in kind distributions will be provided in advance. Payment for fees will need to be covered via cash in the account, check or credit card before the metals are shipped.

⁵ The rush fee is added to any other fees which may be incurred for the rushed transaction.

IRA TRANSFER REQUEST

IRA HOLDER'S NAME AND ADDRESS				CURRENT TRUSTEE OR CUSTODIAN NAME AND ADDRESS			
First Name	MI	Last Name		Custodian Name			
Address				Address			
City		State	Zip	City		State	Zip
Social Security Number		Date of Birth	Home Phone	IRA Account Number	IRA Type <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> Simple <input type="checkbox"/> SEP	Phone	
BENEFICIARY OR FORMER SPOUSE INFORMATION				TRANSFER INSTRUCTIONS			
First Name	MI	Last Name		Directly transfer <input type="checkbox"/> all or <input type="checkbox"/> part of the IRA identified above in the following manner: Frequency: <input type="checkbox"/> One Time <input type="checkbox"/> Other _____			
Address				Please send the funds by the following method: <input type="checkbox"/> Check <input type="checkbox"/> Wire <input type="checkbox"/> Other _____			
City		State	Zip	If transfer is by check, please make the check payable as follows: American Estate & Trust, LC FBO _____ IRA. <small>(IRA Holder Name)</small>			
Social Security Number			Date of Birth	If transfer is by wire, please wire to the following: Wells Fargo Account #: 3393886381 Routing #: 121000248 Account Name: American Estate & Trust, LC			
<i>This section should only be used in the event of the IRA holder's death or by a former spouse as a result of a property settlement. Do not use this section to name or change your beneficiary(ies).</i>							

ASSET HANDLING INSTRUCTIONS				
Asset Description	Qty or Amount to be transferred	Liquidate Immediately	Liquidate At Maturity	Transfer In Kind
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE OF IRA HOLDER, BENEFICIARY OR FORMER SPOUSE	ACCEPTING IRA CUSTODIAN
<p>I authorize the transfer of the IRA assets in the manner described above and certify that all of the information provided by is correct and may be relied upon by the Trustee or Custodian.</p> <p>I understand that I am responsible for determining my eligibility to transfer within the limits set forth by tax laws, related regulations and plan agreements. Further, I understand that a transfer from a SIMPLE IRA to SIMPLE IRA on a more frequent basis than monthly from a Designated Financial Institution, change in my transfer request outside my election period, may result in costs or penalties. I understand that special rules apply to SIMPLE IRA to Traditional IRA transfers. I assume responsibility for any tax consequences or penalties that may apply to the transfer of these assets and I agree that the Trustee or Custodian shall in no way be held responsible.</p> <p>_____ (Date)</p> <p>(IRA Account Holder, Beneficiary or Former Spouse)</p> <div style="border: 1px dashed gray; padding: 10px; margin: 10px 0;"> <p style="text-align: center; color: lightblue;">Place Medallion Signature Here</p> </div> <p><u>Please note that you should contact your current IRA custodian to determine if a medallion stamp is required.</u></p>	<p>American Estate & Trust agrees to serve as the new custodian for the account of the above named individual. We agree to accept the assets being transferred.</p> <p>Account Identification of Accepting IRA: _____</p> <p>Accepting Custodian Address:</p> <p style="text-align: center;">American Estate & Trust, LC 6900 Westcliff Dr.; Ste. 603 Las Vegas, NV 89145 Phone: (866) 654-6111 Fax: (702) 974-2524 Email: info@trusteeamerica.com</p> <p>_____ (Date)</p> <p style="text-align: center;">(Authorized Signature of Accepting Custodian)</p>

Proof of Identity

Name	_____		
	(last)	(First)	(MI)
SSN	____ - ____ - _____		

In order to comply with the Bank Secrecy Act and the Patriot Act, we require proof of identification before establishing your retirement account. Please provide any combination of the following forms of government issued identification and a photocopy of that identification:

Identification Form	Issuing Entity	ID #
List 1: One of the following forms of picture ID is required		
1. Drivers License		
2. Passport		
List 2: One of the following form of ID must also be provided in addition to items from list 1		
1. Birth Certificate		
2. Soc. Sec. Card		
3. Military ID		
4. Certificate of U.S. Citizenship (INS N-560 or N-561)		
5. Certificate of Naturalization (INS N-550 or N-570)		

I attest under the penalty of perjury that the information and identification that I have provided is true and accurate and that these identification documents were issued to me directly by the respective issuing entity.

Signature

Date

