



HSA Account Form

This form is to be used when setting up a Health Savings Account

Sales Rep

I. Your Information

First Name		MI	Last Name	
Address 1				
Address 2				
City		State	Zip	Email
Phone	Date of Birth		Social Security#	

II. Beneficiary Designations

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). **If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.** If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the HSA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally. If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my HSA.

No.	Beneficiary Name/Address	Date of Birth	Social Security	Relationship	Primary or Contingent	Share%
1					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
2					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
3					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
4					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	

III. Payment for HSA expenses

Please select one of the following options: I want a HSA checking account with debit card I want AET To Reimburse Me

IV. HSA Contribution

Year	Amount
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V. Spousal Consent

This section should be reviewed if either the trust or the residence of the HSA holder is located in a community or marital property state and the HSA holder is married. Due to the important tax consequences of giving up one's community property interest, individuals signing this section should consult with a competent tax or legal advisor.

- CURRENT MARITAL STATUS**
- I Am Not Married** – I understand that if I become married in the future, I must complete a new HSA Designation Of Beneficiary form.
- I Am Married** – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

CONSENT OF SPOUSE

I am the spouse of the above-named HSA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this HSA, I have been advised to see a tax professional.

I hereby give the HSA holder any interest I have in the funds or property deposited in this HSA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

(Signature of spouse)

Date

VI. Other Provisions

Privacy Notice

The Custodian values your privacy. Nonpublic information collected from you will be protected. Personal information submitted to the Custodian for the creation of a HSA plan account is protected by professional ethics and fiduciary rules and by this privacy policy. Client information is not disseminated to anyone outside the Custodian's home offices or to any party which is not legally related to the Custodian and in any case, no unauthorized party will receive your information except as is necessary in the normal course of filling your order. Under federal law we may share information with certain providers that process and/or service your account but only when such providers have agreed to uphold the Custodian's privacy policy. No client information is online or otherwise available to any party outside of the Custodian. No client information is sold, rented, or traded. Current and past client information may be obtained from the Custodian only by: the respective client, a proper court order, or a proper governmental demand. Access to your non-public personal information is restricted to employees on a need-to-know basis. The Custodian maintains physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Custodian reserves the right to amend this privacy notice as required. You will be notified in advance of any modifications.

Legal and Tax Advice

I expressly acknowledge and agree that federal, state and local laws and regulations with respect to HSA plans may be modified or amended from time to time and thereby affect the legal or tax status of my account and/or the operation of it. By signing this Agreement, I declare that I, with or without assistance from my own independent advisors, will assume sole responsibility for all legal and tax consequences arising from my account transactions, including all contributions, investments, and distributions and that I have sole responsibility for ensuring my actions will comply with all laws, regulations and guidelines. I declare that I am authorized to establish this account and to make investment decisions therein. I also declare that the Custodian has not, and will not, provide legal or tax advice, representations, guarantees or warranties with respect to the applicability of laws, regulations or guidelines to my particular situation. I further acknowledge and agree that the Custodian is not responsible for any legal, accounting, financial, tax, investment, actuarial or any other such professional services and/or advice rendered to me by any other persons or entities and that the Custodian does not provide and has not provided legal, accounting, financial, tax, investment or actuarial advice or opinions on any specific facts or circumstances of mine. Although the Custodian's employees may discuss generically the rules pertaining to HSA plans, and certain publications and materials may be provided on some topics, such as provided for general informational, illustrative and educational purposes only. If professional assistance is required, I am advised to seek the services of a competent professional. It is my sole responsibility to use independent counsel to verify any representations, claims, or discussions made by the Custodian and to determine for me the appropriateness and proper ongoing operation of my retirement plan account.

Backup Withholding

The Internal Revenue Service requires your consent to the following certification regarding backup withholding. Under penalties of perjury, by signing this Agreement, I hereby declare and certify:

- (A) that I have provided you with my correct Social Security or Tax I.D. Number;
and
- (B) that I am not subject to backup withholding because:
 - 1) I am exempt from backup withholding; or
 - 2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
 - 3) the IRS has notified me that I am no longer subject to backup withholding.

Note: If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, then you are required to cross through statement (B) above and initial next to it.

UBIT and UDFI

I understand that if my HSA funds are invested in certain assets, there could be special tax consequences. UBIT (Unrelated Business Income Tax) applies to HSA investments in active businesses. For example, if I invest my HSA in a limited partnership that incurs taxable active income for its partners, then the allocation of income that passes through to my HSA would be subject to UBIT (which is taxed at trust tax rates – currently less favorable than corporate rates). There are exemptions from UBIT for certain passive investments such as dividends, royalties, interest, and real property rent. Thus, if my HSA invested in a C-corporation that issued dividends to its stockholders, my HSA would not have to pay UBIT on those dividends (because the corporation is already paying its taxes at the entity level). I also understand that my HSA is expected to invest in long-term passive investments for my retirement and cannot run a business itself, so there could be problems if my HSA is too active in its activities (such as flipping houses). Active enterprises need to be run in an entity outside the plan. UDFI (Unrelated Debt-Financed Income) applies to passive investments that utilize debt financing. For example, if my HSA purchases tax lien certificates and borrows 50% of the purchase price, then approximately half of my HSA's first year's revenues would be subject to UDFI taxation. As the debt is paid down, the UDFI fraction is reduced. Qualified plans (but not HSAs) may be exempt from UDFI if the debt is used to purchase real property. I understand that it is important to examine potential UBIT and UDFI consequences when engaging in self-directed HSA investments. I understand and declare that the Custodian can or will not provide tax advice for my particular situation and that I will consult a competent, independent advisor if these issues may apply to my investment choices.

Pre-Acceptance Liability for Transfers and Rollovers

When I am transferring or rolling over assets from a prior custodian or plan administrator/trustee, I agree that neither the Custodian will not be liable in any manner for actions or omissions by the prior custodian or plan administrator/trustee and that responsibility for custodial or

administration duties shall not apply to the Custodian until after the Custodian has received and accepted the full transfer or rollover. The Custodian has no responsibility or duty to inquire into or take action related to acts or omissions by the prior custodian or plan administrator/trustee.

Litigation and/or Dispute Resolution Expenses

If the Custodian is named as a party to a third-party claim relating to my account or investments, I hereby authorize the Custodian to: (a) have sole discretion in choosing their own attorneys and other professionals to assist with litigation or other dispute resolution processes and (b) deduct from my account any amount necessary to pay such costs and expenses related to the litigation or dispute resolution processes, including, but not limited to, all attorneys' fees and costs incurred by the Custodian in the defense of such claim. If there is insufficient Uninvested Cash in my account, I will promptly reimburse the Custodian any remaining costs and expenses in such defense of the claim. If I fail to provide such reimbursement, then the Custodian is authorized to freeze and liquidate my investments and/or initiate legal action so as to obtain full reimbursement for any such costs and expenses. I also agree to hold the Custodian harmless for any default, surrender charges, or other losses or penalties due to any liquidation of my account assets in execution of this provision. For purposes of this paragraph, the term Custodian includes American Estate & Trust, LC, as well as its employees, agents, licensees, franchises, affiliates, joint ventures, assigns and/or business partners.

Fraudulent Transfers

I hereby state and declare that the account being considered under this Agreement will not be used to hinder, delay or defraud any existing creditors or governmental agencies that have a legal claim or interest in my assets, or to hinder, delay or defraud creditors or governmental agencies that I could reasonably expect to have a current or future claim. I further state and declare that I intend to repay all existing creditors and otherwise retain the means to discharge all my debts as they come due.

Prohibited Transactions

I understand that: (a) both ERISA and IRS rules prohibit certain transactions between a retirement plan, including my HSA, and "disqualified persons"; (b) as the owner of a self-directed HSA, I am a disqualified person; (c) certain relatives and entities in which I (or such relatives) have a significant ownership interest, are likewise disqualified persons; (d) the purpose of the rules is to prevent self-dealing and to minimize conflicts of interest that could adversely affect my HSA; (e) ERISA §§ 406-408 and Internal Revenue Code § 4975 detail these rules; (f) other regulations and notices issued by the DOL and IRS further refine and explain the rules; and (g) since my plan account is self-directed, it may be possible for me to direct my HSA to purchase nontraditional assets with HSA funds and that some of these transactions could violate the rules. Examples: using my HSA funds to purchase a property that I (or certain related parties) already own; having my HSA purchase an investment property and then renting it to my child (even at fair market rent); receiving compensation from an entity in which my HSA has a significant ownership; allowing myself or a relative to provide sweat equity labor or other services to a business significantly owned by my HSA; personally guaranteeing a loan made by my HSA; etc.. I further understand that it is very important to examine these rules before investing or otherwise interacting with my HSA assets. I understand and declare that the Custodian may provide me with some general guidance in this area but that does not substitute for legal or tax advice. I know I must consult my own independent advisor when deciding how to invest my HSA assets.

Severability

If any provision of this Application is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

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I acknowledge receipt of the enclosed Disclosure Statement and Fee Schedule. I declare that I have examined all these documents, including accompanying information, and to the best of my knowledge and belief, they are true, correct, and complete. I agree to abide by the terms of those documents and this Application and Agreement as currently in effect or as they may be amended from time to time.

I understand the eligibility requirements for the type of HSA deposit I am making and I state that I do qualify to make the deposit. I have received a copy of the Application, Plan Agreement, the Financial Disclosure and the Disclosure Statement. I understand that the terms and conditions which apply to this HSA are contained in this Application and the Plan Agreement. I agree to be bound by those terms and conditions. Within seven (7) days from the date I open this HSA I may revoke it without penalty by mailing or delivering a written notice to the Custodian.

I assume complete responsibility for:

- 1. Determining that I am eligible for an HSA each year I make a contribution.
- 2. Ensuring that all contributions I make are within the limits set forth by the tax laws.
- 3. The tax consequences of any contribution (including rollover contributions) and distributions.

Account Owner's Signature: _____ Date: _____

Articles

Article I

1. The custodian will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (by an employer, family member, or any other person). No contributions will be accepted by the custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

Article II

1. For calendar year 2007, the maximum annual contribution limit for an account owner with single coverage is \$2,850. This amount increases to \$2,900 in 2008. For calendar year 2007, the maximum annual contribution limit for an account owner with family coverage is \$5,650. This amount increases to \$5,800 in 2008. These limits are subject to cost-of-living adjustments after 2008.
2. Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions).
3. For calendar year 2007, an additional \$800 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$900 in 2008 and \$1,000 in 2009 and later years.
4. For calendar year 2007, an additional \$800 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$900 in 2008 and \$1,000 in 2009 and later years.

Article III

It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the custodian that there exist excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Article IV

The account owner's interest in the balance in this custodial account is nonforfeitable.

Article V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the account owner nor the custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

Article VI

1. Distributions of funds from this HSA may be made upon the direction of the account owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner's gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
3. The custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the account owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

Article VII

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

Article VIII

HSA Application and Plan Agreement

1. The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.
2. The custodian agrees to prepare and submit any report or return as prescribed by the IRS.

Article IX

Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

Article X

This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

Article XI

CHECKING ACCOUNTS AND DEBIT CARDS. If the account owner establishes a checking account with a debit card, the account holder agrees that they will make purchases of services, prescriptions or other medical related expenses within the requirements of IRC 223(d)(2)(a). The account owner further agrees that they are not allowed to overdraw or spend more than is held in the checking and HSA account. In the event that the account is overdrawn, the account owner agrees to reimburse the Custodian for any fees and expenses incurred as a result of the overdraft of the account. The Custodian has the right to liquidate any investments in the HSA account to pay for any fees or expenses incurred for managing the account. If the fees or expenses incurred exceed the liquid assets of the account, the account holder will reimburse the Custodian directly for any shortfalls in paying for the fees or expenses.

The Custodian will only place 50% of the liquid, cash available in the HSA account into the checking account at any one time. The debit card limits will be set such that the account cannot be overdrawn by more than the amount of cash that is held in the HSA account held at the Custodian. The account owner is responsible for monitoring the balances held in each account.

SERVICE FEES. We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. 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 HSA 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 sub-transfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this HSA. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

IDLE OR UNVESTED 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 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 income or earnings retained from the Uninvested Cash also may be used to compensate the Custodian or an Administrator for its fees and expenses associated with account administration.

HSA Fee Schedule

The following fees will apply to the setup and maintenance of this account:

<u>Fee</u>	<u>Amount</u>
Account setup fee: \$50	\$50
Checking/Debit Card Setup: \$25 (This is an optional feature)	\$25
Annual Account Fee	\$99
Closing Account	\$175
Transaction Fees	\$35 ¹

I will pay my annual fees as follows: (one option must be checked)

- From account
- Direct from personal accounts
- Credit Card

I authorize the custodian to charge my credit card as follows:	
Card Type	<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> AMEX <input type="checkbox"/> Discover
Name on Card	
Card Number	
Expiration Date	
Authorization	<div style="border-top: 1px solid black; margin-top: 5px;"></div> (Signature)

I the undersigned have read the fee schedule and do hereby agree to the fees as disclosed above.

Account Holder

Date

¹ The account comes with two (2) free transactions for the life of the account. So, the first two transactions will not be charged. After two transactions, the \$35 fee will apply.



HSA Transfer Request Form

This form is to be used when transferring a Health Savings Account

Your Information			
First Name	MI	Last Name	
Address 1			
Address 2			
City		State	Zip
Phone	Date of Birth	Social Security#	

Current HSA Custodian		
Name	Account #	
Address 1		
Address 2		
City		State
Contact Name		Phone

Transfer Instructions	
Directly Transfer <input type="checkbox"/> All <input type="checkbox"/> Part	Frequency <input type="checkbox"/> One Time <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____
This transfer <input type="checkbox"/> Will <input type="checkbox"/> Will Not close the account	
Please send the funds by the following method: <input type="checkbox"/> Check <input type="checkbox"/> Wire <input type="checkbox"/> Other _____	
If transfer is by check, please make the check payable as follows: American Estate & Trust, LC FBO _____ HSA. <div style="text-align: center;">(HSA Holder Name)</div>	If transfer is by wire, please wire to the following: Wells Fargo Account #: 3393886381 Routing #: 121000248 Account Name: American Estate & Trust, LC

Asset Handling Instructions					
Asset Description	Qty or Amount In HSA	Qty or Amount To Transfer	Liquidation		Transfer In Kind
			Immediately	At Maturity	
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 Account Holder	Signature of Accepting Custodian
I authorize the transfer of the HSA assets in the manner described above and certify that all of the information provided by me is correct and may be relied upon by the Trustee or Custodian. 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. 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.	Our organization agrees to serve as the new Trustee or Custodian for the account of the above-named individual, and as Trustee or Custodian, we agree to accept the assets being transferred.
_____ Account Holder	Account Identification of Accepting HSA _____ American Estate & Trust, LC 6900 Westcliff Dr.; Ste 603 Las Vegas, NV 89145 _____ Authorized Signature of Accepting Custodian



Proof of Identity

Name	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> (last) (First) (MI) </div>
SSN	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-around; font-size: small; margin-top: 5px;"> - - </div>

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