

# ROTH 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				Roth IRA Contribution Type	
Amount		Year		<input type="checkbox"/> Regular <input type="checkbox"/> Conversion <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover <input type="checkbox"/> Recharacterization	

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 2, Buy Orders.
  - o In the “Investment” field list the name of the precious metal or coin that you are purchasing
  - o If you want to direct based on dollar amount, then fill in the dollar section as follows:
    - In the “\$” field, list the dollar amount that you expect to purchase
    - In the “Min” field, list the minimum Dollars that you will allow us to execute without further notification or direction. If the minimum is hit, we will not make the purchase without further direction
    - In the “Max” field, list the maximum dollars that you will allow us to execute without further notification or direction. If the maximum is hit, we will not make the purchase without further direction.
  - o If you want to direct based on quantity versus dollars, then fill in the quantity sections as follows:
    - In the “Units” field, list the quantity or units amount that you expect to purchase
    - In the “Min” field, list the minimum units that you will allow us to execute without further notification or direction. If the minimum is hit, we will not make the purchase without further direction
    - In the “Max” field, list the maximum units that you will allow us to execute without further notification or direction. If the maximum is hit, we will not make the purchase without further direction
- Section 4 “Special instructions” Describe the method by which the investment will be funded.
  - o 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.)
  - o 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 5 – Signature, sign and date

## II. Returning the form

This form can be faxed or mailed:

Fax: (877) 890-0929  
515 E. 4500 S., G200  
Salt Lake City, UT 84107

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

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# Roth IRA Simplifier®

## Roth Individual Retirement Account Application

ROTH IRA HOLDER'S NAME AND ADDRESS			ROTH IRA CUSTODIAN'S NAME, ADDRESS AND PHONE	
<b>Social Security Number</b>	<b>Home Phone</b>	<b>Business Phone</b>	<b>Roth IRA Account Identification</b>	
<b>Date of Birth</b>	<b>E-mail Address</b>		<input type="checkbox"/> Check here if this is an amendment to an existing Roth IRA.	

CONTRIBUTION INFORMATION			Roth IRA Contribution Type	
<b>Contribution Date</b>	<b>Contribution Amount</b>	<b>Contribution For Tax Year*</b>	<input type="checkbox"/> Regular <input type="checkbox"/> Conversion	
			<input type="checkbox"/> Transfer (from Roth IRA) <input type="checkbox"/> Recharacterization	
			<input type="checkbox"/> Rollover (from Roth IRA)	
			<input type="checkbox"/> Rollover of Roth Elective Deferrals (from 401(k) or 403(b))	

\*Only applicable for regular contributions (including spousal and catch-up contributions).

**DESIGNATION OF BENEFICIARY(ies)**

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 Roth IRA. 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 Roth IRA.

No.	Beneficiary's Name and Address	Date of Birth	Social Security Number	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	%
5.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	%

SPOUSAL CONSENT	
<i>This section should be reviewed if either the trust or the residence of the Roth IRA holder is located in a community or marital property state and the Roth IRA 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.</i>	
<b>CURRENT MARITAL STATUS</b>	
<input type="checkbox"/> <b>I Am Not Married</b> – I understand that if I become married in the future, I must complete a new Roth IRA Designation Of Beneficiary form.	
<input type="checkbox"/> <b>I Am Married</b> – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.	
<b>CONSENT OF SPOUSE</b>	
I am the spouse of the above-named Roth IRA 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 Roth IRA, I have been advised to see a tax professional.	
I hereby give the Roth IRA holder any interest I have in the funds or property deposited in this Roth IRA 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)
_____ (Signature of Witness)	_____ (Date)

SIGNATURES	
<i>Important: Please read before signing.</i>	
I understand the eligibility requirements for the type of Roth IRA deposit I am making and I state that I do qualify to make the deposit. I have received a copy of the Application, 5305-RA Plan Agreement, the Financial Disclosure and the Disclosure Statement. I understand that the terms and conditions which apply to this Roth IRA 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 Roth IRA 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 a Roth IRA 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 conversions) and distributions.	
_____ (Roth IRA Holder)	_____ (Date)
_____ (Witness)	_____ (Date)
_____ (Authorized Signature of Custodian)	_____ (Date)

# ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-RA under Section 408A of the Internal Revenue Code

FORM (REV. MARCH 2002)

The Depositor named on the Application is establishing a Roth Individual Retirement Account under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Application 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 Custodian make the following agreement:

## ARTICLE I

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

## ARTICLE II

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

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

## ARTICLE III

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

## ARTICLE IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

## ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.

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

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.

3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

## ARTICLE VI

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

2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

## ARTICLE VII

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

## ARTICLE VIII

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

## ARTICLE IX

9.01 *Definitions:* In this part of this Agreement (Article IX), 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.

9.02 *Notices and Change of Address:* Any required notice regarding this Roth 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.

9.03 *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 Roth 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 Roth 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.

9.04 *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 Roth IRA. 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 Roth 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 Roth 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 Roth IRA.

Any brokerage commissions attributable to the assets in your Roth IRA will be charged to your Roth IRA. You cannot reimburse your Roth IRA for those commissions.

9.05 *Investment of Amounts in the Roth IRA:* You have exclusive responsibility for and control over the investment of the assets of your Roth 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 Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 9.03 of this article). We shall have no discretion to direct any investment in your Roth IRA. We assume no responsibility for rendering investment advice with respect to your Roth 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 Roth 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 Roth IRA unless you provide timely written directions acceptable to us.

You will select the type of investment for your Roth 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 Roth 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.

9.06 *Beneficiary(ies):* If you die before you receive all of the amounts in your Roth IRA, payments from your Roth IRA will be made to your beneficiary(ies).

You may designate one or more persons or entities as beneficiary of your Roth 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 Roth 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.

If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA, and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are granted under the Code or applicable Regulations.

We may allow, if permitted by state law, an original Roth IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited Roth IRA at the time of your death) to name a successor beneficiary(ies) for the inherited Roth 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 Roth IRA beneficiary's(ies') lifetime. Unless otherwise specified, each beneficiary designation form that the original Roth 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 Roth IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original Roth 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 Roth IRA beneficiary.

9.07 *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 Roth IRA to another financial organization. If you do not complete a transfer of your Roth IRA within 30 days from the date we mail the notice to you, we have the right to transfer your Roth IRA assets to a successor Roth IRA custodian or trustee that we choose in our sole discretion, or we may pay your Roth 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 Roth 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 Roth IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth 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 Roth IRA to you in cash or property if the balance of your Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.08 *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 Roth IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your Roth IRA, but only if it is the type of organization authorized to serve as a Roth IRA trustee or custodian.

9.09 *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.

9.10 *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.

You are not required to take a distribution from your Roth IRA at age 70½. At your death, however, your beneficiary(ies) must begin taking distributions in accordance with Article V and Section 9.06 of this Agreement. We will make no distributions to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.

9.11 *Transfers from Other Plans:* We can receive amounts transferred to this Roth IRA from the custodian or trustee of another Roth IRA as permitted by the Code. We reserve the right not to accept any transfer.

9.12 *Liquidation of Assets:* We have the right to liquidate assets in your Roth IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your Roth 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.

9.13 *Restrictions on the Fund:* Neither you nor any beneficiary may sell, transfer or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your Roth IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.

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

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

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

### Definitions

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

**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.

## Specific Instructions

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

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

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

## Addendum to IRA Custodial Agreement

### 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:
  - 4.1. 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
  - 4.2. 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:
  - 5.1. constitute prohibited transactions, within the meaning of Code section 4975, resulting in tax consequences to the Depositor and/or other persons;
  - 5.2. generate "unrelated business taxable income tax," as defined in the Code, for the Custodial Account;
  - 5.3. 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:

- 7.1. 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;
- 7.2. 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);
- 7.3. 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;
- 7.4. 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;
- 7.5. 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;
- 7.6. 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
- 7.7. Depositor may not direct the purchase of a life insurance contract or a "collectible" as defined in Code Section 408(m).
- 7.8. **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.

- 7.8.1. 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.
- 7.8.2. 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.
- 7.8.3. 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.
- 7.8.4. 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.
- 7.8.5. 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.
- 7.8.6. 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.

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(IRA Holder/Depositor)

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(Date)

# DISCLOSURE STATEMENT

## RIGHT TO REVOKE YOUR ROTH IRA

You have the right to revoke your Roth 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 Roth 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 Roth IRA, please call the Custodian at the telephone number listed on the Application.

## REQUIREMENTS OF A ROTH IRA

A. **CASH CONTRIBUTIONS** – Your contribution must be in cash, unless it is a rollover or conversion contribution.

B. **MAXIMUM CONTRIBUTION** – The total amount you may contribute to a Roth 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 Traditional IRA (i.e., an IRA subject to the limits of Internal Revenue Code (Code) sections 408(a) or 408(b)), the maximum contribution to your Roth IRAs is reduced by any contributions you make to your Traditional 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.

Your Roth IRA contribution is further limited if your modified adjusted gross income (MAGI) equals or exceeds \$150,000 if you are a married individual filing a joint income tax return, or equals or exceeds \$95,000 if you are a single individual. Married individuals filing a joint income tax return with MAGI equaling or exceeding \$160,000 may not fund a Roth IRA. Single individuals with MAGI equaling or exceeding \$110,000 may not fund a Roth IRA. Married individuals filing a separate income tax return with MAGI equaling or exceeding \$10,000 may not fund a Roth IRA. The MAGI limits described above are subject to cost-of-living increases for tax years beginning after 2006.

If you are married filing a joint income tax return and your MAGI is between the applicable MAGI phaseout range for the year, your maximum Roth IRA contribution is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI from it; (2) divide the result by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 and your MAGI is \$155,000, your maximum Roth IRA contribution for 2002 is \$1,500. This amount is determined as follows:  $[(\$160,000 \text{ minus } \$155,000) \text{ divided by } \$10,000] \text{ multiplied by } \$3,000$ .

If you are single and your MAGI is between the applicable MAGI phaseout for the year, your maximum Roth IRA contribution is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI from it; (2) divide the result by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 and your MAGI is \$98,000, your maximum Roth IRA contribution for 2002 is \$2,400. This amount is determined as follows:  $[(\$110,000 \text{ minus } \$98,000) \text{ divided by } \$15,000] \text{ multiplied by } \$3,000$ .

C. **CONTRIBUTION ELIGIBILITY** – You are eligible to make a regular contribution to your Roth IRA, regardless of your age, if you have compensation and your MAGI is below the maximum threshold. Your Roth IRA contribution is not limited by your participation in a retirement plan, other than a Traditional IRA.

D. **CATCH-UP CONTRIBUTION** – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA. The maximum additional contribution is \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.

E. **NONFORFEITABILITY** – Your interest in your Roth IRA is nonforfeitable.

F. **ELIGIBLE CUSTODIANS** – The Custodian of your Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

G. **COMMINGLING ASSETS** – The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.

H. **LIFE INSURANCE** – No portion of your Roth IRA may be invested in life insurance contracts.

I. **COLLECTIBLES** – You may not invest the assets of your Roth 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 Roth IRA investments.

J. **BENEFICIARY PAYOUTS** – 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. The entire amount remaining in your account will, at the election of your beneficiary(ies), either

1. be distributed by December 31 of the year containing the fifth anniversary of your death, or
2. be distributed over the remaining life expectancy of your designated beneficiary(ies).

If your spouse is your sole designated beneficiary, he or she must elect either option (1) or (2) 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 (1) or (2) 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 (2). In the case of distributions under option (2), 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 Roth IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Roth IRA, the entire Roth 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 Roth IRA will be deemed to elect to treat your Roth IRA as his or her own by either (1) making contributions to your Roth IRA or (2) failing to timely remove a required minimum distribution from your Roth IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your Roth IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own Roth IRA.

## INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA

A. **CONTRIBUTIONS NOT DEDUCTED** – No deduction is allowed for Roth IRA contributions, including transfers, rollovers and conversion contributions.

B. **CONTRIBUTION DEADLINE** – The deadline for making a Roth 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 Roth 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.

C. **TAX CREDIT FOR CONTRIBUTIONS** – You may be eligible to receive a tax credit for your Roth IRA contributions. This credit 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.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Roth IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

Adjusted Gross Income*			Applicable Percentage
Joint Return	Head of a Household	All Other Cases	
\$1 – 30,000	\$1 – 22,500	\$1 – 15,000	50
30,001 – 32,500	22,501 – 24,375	15,001 – 16,250	20
32,501 – 50,000	24,376 – 37,500	16,251 – 25,000	10
Over 50,000	Over 37,500	Over 25,000	0

\*Adjusted gross income includes foreign earned income and income from Guam, America Samoa, North Mariana Islands and Puerto Rico. AGI limits are subject to cost-of-living adjustments for tax years beginning after 2006.

D. **TAX-DEFERRED EARNINGS** – The investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.

E. **TAXATION OF DISTRIBUTIONS** – The taxation of Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.

1. **Qualified Distributions** – Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in your income. A qualified distribution is a distribution which is made after the expiration of the five-year period beginning January 1 of the first year for which you made a contribution to any Roth IRA (including a conversion from a Traditional IRA), and is made on account of one of the following events:

- attainment of age 59½,
- disability,
- the purchase of a first home, or
- death.

For example, if you made a contribution to your Roth IRA for 1998, the five-year period for determining whether a distribution is a qualified distribution is satisfied as of January 1, 2003.

2. **Nonqualified Distributions** – If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, may be subject to an early distribution penalty. However, when you take a distribution, the amounts you contributed annually to any Roth IRA account will be deemed to be removed first, followed by conversion contributions made to any Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions and your conversion contributions. However, the 10 percent early distribution penalty may apply to conversion contributions distributed within the five-year period beginning with the year in which the conversion occurred. These “ordering rules” are complex. If you have any questions regarding the taxation of distributions from your Roth IRA, please see a competent tax advisor.

F. **REQUIRED MINIMUM DISTRIBUTIONS** – You are not required to take distributions from your Roth IRA at age 70½ (as required for Traditional and SIMPLE IRAs). However, your beneficiary(ies) is generally required to take distributions from your Roth IRA after your death. See the section titled *Beneficiary Payouts* in this Disclosure Statement regarding beneficiary’s(ies’) required minimum distributions.

G. **ROLLOVERS AND CONVERSIONS** – Your Roth IRA may be rolled over to another Roth IRA of yours, may receive rollover contributions, or may receive conversion contributions provided that all of the applicable rollover or conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your Roth IRA from another Roth IRA. Conversion is a term used to describe the movement of Traditional IRA or SIMPLE 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.

1. **Roth IRA to Roth IRA Rollovers** – Funds distributed from your Roth IRA may be rolled over to a Roth IRA of yours if the requirements of Code section 408(d)(3) are met. A proper Roth IRA to Roth 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 Roth IRA to Roth IRA rollover from the distributing Roth 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. Roth IRA assets may not be rolled over to other types of IRAs (e.g., Traditional IRA, SIMPLE IRA).

2. **Traditional IRA to Roth IRA Conversions** – If your MAGI 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.

3. **SIMPLE IRA to Roth IRA Conversions** – If your MAGI 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 savings incentive match plan for employees of small employers (SIMPLE) IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. 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 SIMPLE IRA. The amount of the conversion from your SIMPLE IRA to your Roth IRA shall be treated as a distribution for income tax purposes and is includible in your gross income. Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

4. **Rollovers of Roth Elective Deferrals** – Roth elective deferrals distributed from a 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity may be rolled into your Roth IRA.

5. **Rollovers from Employer-Sponsored Retirement Plans** – Distributions taken from your qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan after December 31, 2007 may be rolled over to your Roth IRA. Roth IRA conversion rules, as described above, will apply, including the requirement to include the taxable portion in income in the year distributed.

6. **Nonspouse Beneficiary Rollovers from 401(k) or 403(b) Plans Containing Roth Elective Deferrals** – If you are a nonspouse beneficiary of a deceased 401(k) or 403(b) plan participant who had made Roth elective deferrals to the plan, you may directly roll over the Roth elective deferrals, and their earnings, to an inherited Roth IRA. The Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements, (i.e., you may not roll these assets to your own Roth IRA.)

7. **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 Roth 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*.

8. **Written Election** – At the time you make a proper rollover or conversion to a Roth IRA, you must designate in writing to us, your election to treat that contribution as a rollover or conversion. Once made, the election is irrevocable.

H. **TRANSFER DUE TO DIVORCE** – If all or any part of your Roth 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 Roth IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another Roth 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 Roth IRA to another.

I. **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

A. **SPOUSAL ROTH IRA** – If you are married and have compensation, you may contribute to a Roth IRA established for the benefit of your spouse, regardless of whether or not your spouse has compensation. You must file a joint income tax return for the year for which the contribution is made. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

The amount you may contribute to your Roth IRA and your spouse's Roth 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 Roth IRA. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

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 Roth IRA. The maximum additional contribution is \$500 for years 2002-2005, and \$1,000 for years 2006 and beyond.

- B. **GIFT TAX** – Transfers of your Roth IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.
- C. **SPECIAL TAX TREATMENT** – Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to Roth IRA distributions.
- D. **INCOME TAX TREATMENT** – Any nonqualified withdrawal of earnings from your Roth IRA may be subject to federal income tax withholding. You may, however, elect not to have withholding apply to your Roth IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.
- E. **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 Roth 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.
- F. **PROHIBITED TRANSACTIONS** – If you or your beneficiary engage in a prohibited transaction with your Roth IRA, as described in Code section 4975, your Roth IRA will lose its tax-deferred or tax-exempt status, and you must generally include the value of the earnings in 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 Roth IRA: (1) taking a loan from your Roth IRA; (2) buying property for personal use (present or future) with Roth IRA funds; or (3) receiving certain bonuses or premiums because of your Roth IRA.
- G. **PLEDGING** – If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in your gross income for the taxable year in which you pledge the assets to the extent it represents earnings.

## FEDERAL TAX PENALTIES

- A. **EARLY DISTRIBUTION PENALTY** – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional tax of 10 percent will generally apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts within the five-year period beginning with the year in which the conversion occurred, an additional tax of 10 percent will generally apply to the amount of the distribution. The additional tax of 10 percent will generally not apply if a distribution is 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).
- B. **EXCESS CONTRIBUTION PENALTY** – An additional tax of six percent is imposed upon any excess contribution you make to your Roth IRA. This additional tax will apply each year in which an excess remains in your Roth IRA. An excess contribution is any amount that is contributed to your Roth IRA that exceeds the amount that you are eligible to contribute.
- C. **EXCESS ACCUMULATION PENALTY** – As previously described, your beneficiary(ies) is generally required to take certain required 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.
- D. **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

- A. **IRS PLAN APPROVAL** – The Agreement used to establish this Roth 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.
- B. **ADDITIONAL INFORMATION** – You may obtain further information on Roth 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-TAX-FORM, or by visiting [www.irs.gov](http://www.irs.gov) on the Internet.
- C. **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.
- D. **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 Roth IRA. Qualified distributions include Roth 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*.
  1. **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.
  2. **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](http://www.irs.gov) on the Internet.

- E. **QUALIFIED RESERVIST DISTRIBUTIONS** – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your Roth 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.



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 FX: (702) 974-2524

## 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) <sup>1</sup>	\$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;">&lt; \$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.<sup>2</sup></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) <sup>3</sup>	\$50												
Selling metals from account (fee per transaction and is not included in the 6 free account transactions) <sup>4</sup>	\$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 <sup>5</sup>	\$50												
Hourly Rate For Extraordinary Services	\$150												
Wire Transfers – Inbound	\$15												



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**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>
--

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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-top: 10px;"> <p style="text-align: center; color: lightblue;">Place Medallion Signature Here</p> </div> <p><b><u>Please note that you should contact your current IRA custodian to determine if a medallion stamp is required.</u></b></p>	<p>American Estate &amp; 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 &amp; Trust, LC            6900 Westcliff Dr.            Suite 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 #
<b>List 1: One of the following forms of picture ID is required</b>		
1. Drivers License		
2. Passport		
<b>List 2: One of the following form of ID must also be provided in addition to items from list 1</b>		
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



## Investment Buy or Sell, For New or Existing Accounts



1. Account Holder's Name and Address			
First Name	Last Name	SSN	
Address		Acct Type <input type="checkbox"/> IRA <input type="checkbox"/> Educ SA <input type="checkbox"/> Health SA <input type="checkbox"/> Trust <input type="checkbox"/> Other _____	
City	State	Zip	AET Account #

2. Buy Orders							
Item	Investment	Dollar			Quantity		
		\$	Min\$	Max\$	Units	Min	Max
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3. Sell Orders							
Item	Investment	Dollar			Quantity		
		\$	Min\$	Max\$	Units	Min	Max
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

Note: When using Min and Max columns for each line item, then all transactions for each line will be held to those limits. If line item Min/Max are "blank, then you can use the "Total" min max line to control total dollars or total units

4. Special Instructions	5. Signature
	<p>I understand that all investment decisions are mine, and mine alone. I understand that my account with American Estate &amp; Trust, LC (AET) is self-directed and that AET does not and has not recommended any specific investment or decision to me. I understand that the Portfolio Option investments listed by AET are presented for informational purposes only, not as a recommendation or an endorsement. I understand that all investment decisions are subject to all applicable Federal and state laws, and to the regulations and policies of AET, including laws, regulations and policies presently existing or which may exist in the future. I certify that all of the information provided by me is correct and may be relied upon by American Estate &amp; Trust, LC.</p> <p style="text-align: center;">           _____ (Account Holder)                      _____ (Date)         </p>