TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT CUSTODIAL AGREEMENT & DISCLOSURE STATEMENT

Traditional Individual Retirement Custodial Account
(Under section 408(a) of the Internal Revenue Code)
Form 5305-A (Rev. March 2002) Department of the Treasury, Internal Revenue Service. Do not file with the Internal Revenue Service

This Agreement is made between UMB Bank, n.a. as custodian (hereinafter referred to as "Custodian") and the individual (hereinafter referred to as "Depositor") who signs the accompanying Application. If the Depositor has previously adopted this Individual Retirement Custodial Account ("IRA") in any earlier form, by signature to the Application he or she adopts the amended IRA in the form as hereby restated.

The Depositor is establishing (or adopting an amendment to) an individual retirement account (under section 408(a) of the Internal Revenue Code) for the exclusive benefit of the individual or his or her beneficiaries. The Custodian has given the Depositor the disclosure statement required under the Income Tax Regulations under 1.408-6 of the Regulations. Unless the accompanying Application is signed by Depositor to adopt an amended and restated IRA, Depositor has made an initial contribution to the IRA concurrently with the execution of the Application. The Depositor and Custodian make the following Agreement.

ARTICLE I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k) or a recharacterized contribution described in section 408A(d)(6), the Custodian will accept only cash contributions up to $3,000 per year for tax years 2002 through 2004. That contribution limit is increased to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $3,500 per year for tax years 2002 through 2004, $4,500 for 2005, $5,000 for 2006 and 2007, and $6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE III

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

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

ARTICLE IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Depositor's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the Regulations thereunder, the provisions of which are herein incorporated by reference.

2. The Depositor's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70½. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
- **(a)** A single sum or
- **(b)** Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.

3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
- **(a)** If the Depositor dies on or after the required beginning date and:
  - **(i)** The designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the s*urviving spouse's life expectancy, as determined each year until such spouse's death, or over the period in paragraph (*a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
  - **(ii)** The designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
  - **(iii)** There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.
- **(b)** If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
  - **(i)** **T**he remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70½. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
  - **(ii)** The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.

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

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

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

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

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

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

ARTICLE V

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

1. **Applicable Law**: All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Missouri; provided, however, that in the event of a conflict between any terms of this Agreement and any federal statute or regulation governing individual retirement accounts, such terms shall be deemed to be amended but only to the extent necessary to bring them into compliance with such statute or regulation.

2. **Annual Accounting**. The Custodian shall, at least annually, provide the Depositor or beneficiary (in the case of death) with an accounting of such Depositor's Custodial Account. For this purpose, the Custodian may adopt the records of any third-party source. In the event the Custodial Account holds any securities or other assets for which a market value is not readily available, the Custodian shall for all purposes, including fee calculations and determining required minimum distributions, value such securities or other assets at their acquisition cost until the Custodian receives reliable information regarding current values from the Depositor or any other source. The Depositor agrees to indemnify and hold the Custodian harmless from and against any damages, liabilities, expenses, taxes, fines, penalties and any other costs incurred as a result of valuing assets in this manner. Such accounting shall be deemed to be accepted by the Depositor, if the Depositor does not object in writing within 60 days after the mailing of such accounting statement.

3. **Depositor's Responsibilities.** All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Depositor will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Depositor will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules. The Custodian shall have no liability for the actions or failure to act of any broker, bank, trust company, depository or clearing corporation, or any other person with whom the Depositor or the Custodian may deal so long as the Custodian has not engaged in gross negligence or willful misconduct. The Depositor shall indemnify and hold the Custodian and its officers, its agents and its employees harmless for any and all liability, claims and expenses arising from any actions taken at the Depositor’s request or in connection with this Agreement, except for any liability, claims or expenses caused by the gross negligence or willful misconduct of the Custodian. In no event shall the Custodian be liable for attorney’s fees or for consequential or punitive damages.

4. **Investment Provisions:** All contributions shall be invested and reinvested by the Custodian as directed by the Depositor (or the direction of the beneficiary upon the Depositor's death). Investments are limited to the investments listed on the most current Application.

5. **Beneficiary Designation:** The Depositor has the right to designate any person(s) or entity(ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Custodian filed with the Custodian during the Depositor’s lifetime. If the Custodian and applicable laws and regulations so permit, this right also extends to the Depositor's designated beneficiary(ies) following the Depositor's death. Any successor beneficiary so named will be entitled to the proceeds of the Custodial Account if the beneficiary dies before receiving his or her entire interest in the decedent's IRA. A designation of successor beneficiaries submitted by the Depositor’s beneficiary must be in writing in a form and manner acceptable to the Custodian filed with the Custodian during the lifetime of the Depositor’s beneficiary. If the balance of the Custodial Account has not been completely distributed to the original beneficiary and

such beneficiary has not named a successor beneficiary or no named successor beneficiary survives the original beneficiary, such balance shall be payable to the estate of the original beneficiary.

If the Depositor is married and subject to the marital or community property laws that require the consent of the Depositor's spouse to name a beneficiary other than or in addition to such spouse, the Depositor understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Depositor's death, the Custodial Account will be paid to the primary beneficiaries in equal shares unless indicated otherwise in a form and manner acceptable to the Custodian. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death.

No payment will be made to any beneficiary until the Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian.

Whenever any distribution hereunder is payable to a minor, the Custodian in its absolute discretion may make all or any part of such distribution to a legal guardian or conservator, a custodian under the Uniform Transfers to Minor Act, including any custodian designated by the Custodian if such designation is permissible by law, a parent of such person, or such person directly.

The Depositor represents and warrants that all beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Depositor's Custodial Account consistent with the beneficiary designation. The Depositor, for the Depositor and the heirs, beneficiaries and estate of the Depositor agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such beneficiary designation and the terms of the Agreement.

The Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning possible existence of any beneficiary not reported to the Custodian within a reasonable period after notification of the Depositor's death and previous to the distribution of the Custodial Account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Depositor, the Custodian shall have no higher duty than the exercise of good faith, shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this section of the Agreement, the Custodian shall be fully and forever discharged from all liability respecting such Custodial Account. Anything to the contrary here in notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Custodial Account. In such event all court costs, legal expenses, reasonable compensation for the time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs, shall be collected by the Custodian from the Custodial Account.

6. **Distributions.** Distributions may be requested from the Custodial Account by delivering a request to the Custodian in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity. The Custodian reserves the right to reject any withdrawal request it may deem appropriate and to apply to a court of competent jurisdiction to make a determination with respect to the proper party eligible to receive a distribution from the Custodial Account. The Custodian is not obligated to make any distribution, including but not limited to any required minimum distributions, without specific written direction from the Depositor and the Custodian may rely conclusively and without liability on such written direction. The Custodian shall not be responsible for timing, purpose or propriety of any distribution made hereunder, nor shall the Custodian incur any liability for any tax or other penalty imposed on account of any distribution made pursuant to such direction or for any failure to make a required distribution without prior written direction from the Depositor. Not withstanding anything else herein to the contrary, the Custodian is authorized to make a distribution if directed to do so pursuant to a levy or court order of any kind and the Custodian shall not incur any liability for acting in accordance with such levy or court order.

   For required minimum distributions pursuant to Article IV of the Agreement, the Depositor will elect a valid distribution method in a form and manner acceptable to the Custodian. The Custodian will send the Depositor a notice each year the Depositor is subject to the requirements of Article IV. Such notice will include the distribution deadline and will inform the Depositor of the RMD amount or provide guidance to the Depositor on how to contact the Custodian for assistance in determining the RMD amount. The Custodian reserves the right to determine each year the method of providing the RMD notice.

   The Custodian will not be liable for and the Depositor will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Depositor's actions or inactions (including errors in calculations resulting from reliance on information provided by the Depositor) with respect to determining such required minimum distributions.

7. **Amendments and Termination.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Depositor. The Depositor shall be deemed to have consented to any such amendment unless the Depositor notifies the Custodian to the contrary within 30 days after the notices to the Depositor. At the Depositor's discretion, the Depositor may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

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

The Custodian may resign at any time by providing 30 days written notice to the Depositor. Upon receiving such written notice, the Depositor will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If the Depositor does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the Custodial Account (whether in case or personal or real property, wherever located, and regardless of value) to the Depositor, outright and free of trust, and the Depositor shall be wholly responsible for the tax and penalty consequences of such distribution. By establishing an individual retirement account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

8. **Instructions, Changes of Addresses and Notices.** The Depositor is responsible to provide any instructions, notices or changes of address in a manner acceptable to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated by the Depositor. Any notices required to be sent to the Depositor by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian. If authorized by the Custodian and provided by the Depositor in the Application, Custodial Account Agreement or other documentation deemed acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

9. **Fees and Charges.** The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Depositor 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties. The Depositor agrees to pay the Custodian a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with the Custodial Account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor, but the Depositor shall be responsible for any deficiency. In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the IRA, the Custodian reserves the right to withhold any payment from the IRA, to request a court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination.

10. **Transfers and Rollovers.** The Custodian will accept transfers and rollovers from other plans. The Depositor represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account. The Custodian will duly act on written instructions from the Depositor received in a form and manner acceptable to the Custodian to transfer the Custodial Account to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

11. **Beneficiary's (and Inherited IRA Owner's) Rights.** Except as otherwise provided in this Agreement or by applicable law or Regulations, all rights, duties, obligations and responsibilities of the Depositor under the Agreement will extend to spouse and nonspouse beneficiary(ies) following the death of the Depositor and to the Inherited IRA Owner who establishes the Traditional IRA as an Inherited IRA.

    Except for eligible transfers of IRA assets acquired by reason of death of the same Depositor or a direct rollover described in Code section 402(c)(11) by an Inherited IRA Owner, beneficiary(ies)/Inherited IRA Owners are prohibited from contributing to the Custodial Account.

    Following the death of the Depositor, spouse and nonspouse beneficiary(ies) must take beneficiary distributions in accordance with Article IV of this Agreement. Distributions from an Inherited IRA established under this Agreement are subject to the distribution rules applicable to nonspouse beneficiaries under Code section 401(a) (9) (B) (other than clause (iv)) and the Regulations.

    The Custodian will not be liable for and the beneficiary(ies)/Inherited IRA Owner will indemnify and hold the Custodian harmless from any adverse consequences and/or penalties resulting from the beneficiary(ies)'s/Inherited IRA Owner's actions or inactions (including errors in calculations resulting from reliance on information provided by the beneficiary(ies)/Inherited IRA Owner) with respect to determining required distributions.

12. **Age 70 1/2 Default Provisions**. If the Depositor does not choose any of the distribution methods under Article IV of this Agreement by the April 1st following the calendar year in which the Depositor reaches age 70 1/2, distribution shall be determined based upon the distribution period in the uniform lifetime distribution period table in Regulation section 1.401(a)(9)-9. However, no payment will be made until the Depositor provides the Custodian with a proper distribution request acceptable to the Custodian. The Custodian reserves the right to require a minimum balance in the Custodial Account in order to make periodic payments from the Custodial Account. Upon receipt of such distribution request, the Depositor may switch to a joint life expectancy in determining the required minimum distribution if the Depositor's spouse was the sole beneficiary as of the January 1st of the distribution calendar year and such spouse is more than 10 years younger than the Depositor.

13 **Miscellaneous.**

Custodian as Agent. The Depositor acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, Regulations and rules associated with this Agreement. Further, the Depositor acknowledges and understands that the Custodian will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Depositor and has no duty to question or independently verify or investigate any such information. The Depositor will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

Custodian Acquired/Merged. If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian that institution will automatically become the trustee or custodian of this IRA unless otherwise indicated.
Maintenance of Records. The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Depositor regarding reporting is to furnish the IRS mandated reports as required in Article V of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Depositor. The Depositor approves any report furnished by the Custodian, unless within 60 days of receiving the report, the Depositor notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.
Exclusive Benefit. The Custodial Account is maintained for the exclusive benefit of the Depositor and his or her beneficiary(ies). To the extent permitted by law, no creditors of the Depositor may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.
Minimum Value. The Custodian reserves the right to establish IRA account minimums. The Custodian may resign or charge additional fees if the minimums are not met.
Other Providers. At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.
Agreement. This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.
Severability. If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.
Disbursements Made by the Custodian. The Custodian makes disbursements by check through an account outside of the IRA. The Custodian includes these amounts in the bank's Overnight Federal Funds during the time between the disbursement and when the check clears the disbursing account. The Custodian may retain earnings associated with Overnight Federal Funds. This procedure may be considered "float" under DOL Advisory Bulletin 2002-3. The total "float" retained by the Custodian will be reduced by any administrative expenses incurred by the Custodian. The Custodian is responsible for stop payments and reissuance of lost checks as well as the reconciliation of the disbursing account. The costs decrease the amount of earnings of the float.

ARTICLE IX

1. **Investment Responsibilities.** All investment decisions are the sole responsibility of the Depositor and the Depositor is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Depositor may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

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

   The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent. The Custodian shall have no duty other than to follow the written investment directions of the Depositor, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Depositor. To the extent the Depositor has not directed other investments, the Custodian may maintain the cash as it may deem advisable or expedient (with no requirement to pay interest neither on such cash balances nor on cash in its hands pending investment). All investment direction, investment management and investment advisory agreements provided by the IRA Depositor or beneficiary will continue until revoked by the IRA Depositor or beneficiary, even after the death of the IRA Depositor or beneficiary. The Custodian shall have no duty to bring any claim, suit or other action in connection with any investment in the Custodial Account. The Depositor agrees to indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation, claim or other action involving any investment in the Custodial Account in which the Custodian is named as a necessary party or at the request of the Depositor.

   The Depositor will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

2. **Registration.** All assets of the Custodial Account shall be registered in the name of the Custodian or of a suitable nominee. The same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever. However, each Depositor's account shall be separate and distinct; a separate account therefore shall be maintained by the Custodian, and the assets thereof shall be held by the Custodian in individual or bulk segregation either in the Custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

3. **Investment Advisor.** The Depositor may appoint an investment advisor, qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of his or her IRA. The Depositor shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the investment advisor and evidencing the investment advisor's acceptance of such appointment, an acknowledgment by the investment advisor that it is a fiduciary of the Custodial Account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisor's Act of 1940. The Custodian shall comply with any investment directions furnished to it by the investment advisor, unless and until it receives written notification from the Depositor that the investment advisor's appointment has been terminated. The Custodian shall have no duty other than to follow the written investment directions of such investment advisor and shall be under no duty to question said instructions, and the Custodian shall not be liable for any investment losses sustained by the Depositor.

4. **No Investment Advice.** The Custodian does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Depositor's Custodial Account and shall not be liable for any loss which results from Depositor's exercise of control over his or her Custodial Account. The Depositor shall still have and exercise exclusive responsibility for control over the investment of the assets of his or her Custodial Account, and the Custodian shall not have any

duty to question his or her investment directives. Depositor hereby specifically acknowledges that neither Custodian, nor any affiliate of Custodian, is serving as a "fiduciary" as defined in Internal Revenue Code section 4975(e) (3) and therefore neither the Custodian nor any affiliate of the Custodian is providing any investment advice to the Depositor. To the extent any investment related information is received by the Depositor from the Custodian or any affiliate of the Custodian, the Depositor agrees and acknowledges that such information (i) is not binding on client, and (ii) does not serve as the primary basis for the selection or retention of any investments or investment decisions. Depositor further acknowledges that Custodian has no discretionary authority or control under the terms of this Agreement.

5. **Prohibited Transactions.** Notwithstanding anything contained herein to the contrary, the Custodian shall not lend any part of the corpus or income of the Custodial Account to; pay any compensation for personal services rendered to the Custodial Account to; make any part of its services available on a preferential basis to; acquire for the Custodial Account any property, other than cash, from; or sell any property to, any Depositor, any member of a Depositor's family, or a corporation controlled by any Depositor through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.

6. **Unrelated Business Income Tax.** If the Depositor directs investment of the Custodial Account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Depositor to so advise the Custodian and to provide the Custodian with all information necessary to prepare and file any required returns or reports for the Custodial Account. As the Custodian may deem necessary, and at the Depositor's expense, the Custodian may request a taxpayer identification number for the Custodial Account, file any returns, reports, and applications for extension, and pay any taxes or estimated taxes owed with respect to the Custodial Account. The Custodian may retain suitable accountants, attorneys, or other agents to assist it in performing such responsibilities.

7. **Disclosures and Voting.** The Custodian shall deliver, or cause to be executed and delivered, to Depositor all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the Custodial Account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Depositor.

8. **Miscellaneous Expenses:** In addition to those expenses set out in Article VIII, of this plan, the Depositor agrees to pay any and all expenses incurred by the Custodian in connection with the investment of the Custodial Account, including expenses of preparation and filing any returns and reports with regard to unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the Custodial Account.

9. **Lawsuits.** The Custodian shall have no duty to bring any claim, suit or other action in connection with any investment in the Custodial Account. The Depositor agrees to indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation, claim or other action involving any investment in the Custodial Account in which the Custodian is named as a necessary party or at the request of the Depositor.

10. **Confirmations.** Confirmations of transactions shall be conclusive if Depositor does not object within 10 days of mailing to Depositor. If Depositor does not elect to receive transaction confirmations on the Application, transactions shall still be conclusive if Depositor does not object within 10 days of the transaction. Records or statements of activity in the Custodial Account shall be conclusive if Depositor does not object within 30 days of mailing to Depositor. In such case, the Custodian and its officers and employees shall be forever released and discharged from any liability with respect to any claim arising out of any action or omission reflected on such confirmation or record.

11. **Limitations on Custodial Liability.** The Custodian shall not be liable or responsible for any act or default of any predecessor or successor custodian or any other fiduciary or service provider regarding the Custodial Account. To the fullest extent permitted by law, the Depositor shall at all times fully indemnify and hold harmless the Custodian and any affiliates of the Custodian, and their officers, directors and employees, from any and all liability arising from the directions of the Depositor under the terms of this Agreement and from any and all other liability which may arise in connection with this Agreement, except for any liability that arises from the Custodian's gross negligence or willful misconduct.

12. **Custodial Services.** The Depositor and Custodian agree that the sole responsibilities of the Custodian are to provide custody services as provided herein. Therefore, notwithstanding anything else herein to the contrary to the extent any provisions of this Agreement would cause the Custodian to be considered a "fiduciary" as defined in Internal Revenue Code section4975(e)(3) such provision shall be void and the remaining provisions of this Agreement shall be and continue to be fully effective.

GENERAL INSTRUCTIONS

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

Purpose of Form. Form 5305-A is a model Custodial Account Agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A Traditional individual retirement account (Traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian and must be completed no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

Do not file Form 5305-A with the IRS. Instead, keep it with your records. For more information on IRAs including the required disclosures the Custodian must give the Depositor, see **Pub. 590**, *Individual Retirement Arrangements (IRAs).*

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

Traditional IRA for Nonworking Spouse. Form 5305-A may be used to establish the IRA Custodial Account for a nonworking spouse. Contributions to an IRA Custodial Account for a nonworking spouse must be made to a separate IRA Custodial Account established by the nonworking spouse.

Definitions

Agreement. Agreement means the Traditional IRA Custodial Agreement (IRS Form 5305-A), Application, Disclosure Statement, Financial Disclosure and accompanying documentation. The Agreement may be amended from time to time as provided in Article VII.

Application. Application means the legal document that establishes this Traditional IRA after acceptance by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into this IRA Agreement.

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Depositor (or by the beneficiary following the Depositor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Depositor.
Code. Code means the Internal Revenue Code.
Custodial Account. Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Depositor and the Depositor's beneficiaries.
Custodian. The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian.
Depositor. The depositor is the person who establishes the Custodial Account. In the case of an Inherited IRA, the Depositor is the original owner of the inherited assets.
Inherited IRA. An IRA established by or maintained for the benefit of a nonspouse beneficiary of a deceased Depositor or a nonspouse beneficiary of a deceased participant in a qualifying retirement plan.
Inherited IRA Owner. Inherited IRA Owner means the individual for whose benefit the account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).
Identifying Number. The Depositor's social security number will serve as the identifying number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.
Regulations. Regulations mean the U.S. Treasury Regulations.

SPECIFIC INSTRUCTIONS

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

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

TRADITIONAL IRA DISCLOSURE STATEMENT
(Used with Form 5305-A)

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with this Traditional IRA (IRA). It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult your advisors and/or your state taxing authority concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to this IRA. The Custodian does not act as your advisor. In addition to the transactions outlined in this Traditional IRA Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference. If this IRA is established as an Inherited IRA, refer to the "Inherited IRA" section of this document for restrictions and limitations.

RIGHT TO REVOKE YOUR IRA

You may revoke your IRA within 7 days after you sign the IRA Application by hand delivering or mailing a written notice your investment provider, C/O UMB Funds Services, Inc 803 W Michigan Street, Milwaukee, WI 53233. If you revoke your IRA by mailing a written notice, such notice must be postmarked by the 7th day after you sign the Application. If you revoke your IRA within the 7-day period you will receive a refund of the entire amount of your contributions to the IRA without any adjustment for earnings or any administrative expenses. If you exercise this revocation, we are still required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.
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CONTRIBUTIONS

Cash. Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., , check, wire or ACH).

Eligibility. You may set up and contribute to your IRA if you (or, if you file a joint tax return, your spouse) received compensation during the year, and you did not reach age 70½ by the end of the year. No contributions may be made to your IRA in the year you reach age 70½ or for subsequent years. You are responsible for determining your eligibility to make IRA contributions.

Compensation. For purposes of funding an IRA, "compensation" generally means monies earned from working, such as wages, salaries, tips, professional fees, bonuses and other amounts received from providing personal services. If you are self-employed, your compensation is your "earned income." Taxable alimony received under a valid divorce decree, separate maintenance agreement, or other valid court order is considered compensation. Nontaxable combat zone pay received by members of the armed forces is generally considered compensation. Compensation does not include investment earnings, pension or annuity income or other amounts you receive for which your services are not a material income-producing factor.

Due Date. Contributions may be made to your IRA during the tax year and up until the due date for filing your tax return, not including extensions. For most people, the tax return due date is April 15. However, if you are serving in or in support of the armed forces in a designated combat zone or qualified hazardous duty area, your contribution deadline may be extended past April 15. Generally, the extension is 180 days after the last day you are in a qualifying combat zone or hazardous duty area. You may also have an additional extension depending on when you entered the zone or area. For additional information, refer to IRS Publication 3 or consult your tax advisor. If you received combat zone pay as a member of the armed forces during 2004 or 2005, you may have an extended deadline of May 28, 2009 for making contributions for those years.

Carryback Contributions. If you make a contribution between January 1 and April 15, tell the Custodian which tax year the contribution is for. If you do not indicate otherwise, the Custodian will report it to the IRS as a current year contribution (the year received).

Contributions to Multiple IRAs. If you have more than one Traditional IRA, the contribution limits listed below apply to the total amount you may contribute to all of your IRAs for the year. If you also have a Roth IRA, the contribution limits listed below are reduced by any amounts you contribute to your Roth IRA for the tax year. In addition, employer retirement plans may establish separate accounts to receive voluntary employee contributions. If the account meets the requirements of an IRA and you make voluntary employee contributions to that separate account, the total amount listed below that you may contribute to all of your IRAs is reduced by those voluntary employee contributions.

Regular IRA Contributions. You may annually contribute up to the lesser of 100% of your compensation or the maximum amount listed below.

$5,000 for tax year 2008-2012
$5,500 for tax year 2013

The regular IRA contribution amounts listed above will be increased annually to reflect a cost-of-living adjustment, if any.

Catch-up Contributions. If you are age 50 or older before the end of the tax year, you may make an additional catch-up contribution to your IRA for that tax year of up to $1,000.

For tax years 2007-2009 (and for later years if allowed under the Code), you may be eligible for an additional catch-up contribution for the tax year up to $3,000, if you are now or have in the past been a participant in a 401(k) plan where the employer sponsoring the 401(k) plan was involved in bankruptcy and certain other requirements as defined in the Code and Regulations are satisfied. You do not have to be 50 or older to make this catch-up contribution due to bankruptcy. However, if you are 50 or older before the end of the tax year and also qualify for the catch-up contribution due to bankruptcy, you cannot take advantage of the catch-up contribution for individuals 50 or older.

Spousal IRA Contributions. If you are married, file a joint tax return and your compensation is less than your spouse's (including zero), you and your spouse may each fund an IRA according to the limits for funding "Regular IRA Contributions" above. However, the total contributions to both of your IRAs may not exceed the combined compensation of you and your spouse.

Simplified Employee Pension (SEP) Plan. If you participate in your employer's SEP plan, your employer may make SEP contributions to your IRA. You may still contribute to your IRA. However, when your employer makes SEP contributions on your behalf, you are considered covered by an employer retirement plan. Therefore, your ability to deduct your IRA contributions may be limited depending on your modified adjusted gross income (MAGI).

Repayments of Qualified Reservist Distributions. You may repay "qualified reservist distributions" by making one or more contributions to your IRA within two years of the end of your active duty. The aggregate amount that may be repaid may not exceed the amounts of such distributions and is in addition to other eligible contribution amounts. No tax deduction is allowed for these contributions. For more information, consult your tax advisor.

Rollover Contributions. Generally, a rollover is a movement of cash or assets from one retirement plan to another. If you are required to take minimum distributions because you are age 70½ or older, you may not roll over any required minimum distributions. You must irrevocably elect to treat such contributions as rollovers.

IRA-to-IRA Rollover. You may withdraw, tax free, all or part of the amounts in your IRA if you reinvest those amounts within 60 days into the same or another IRA. You may only roll over one distribution from each IRA every 12 months. The 12-month waiting period begins on the date you receive the IRA distribution, not on the date you roll it over into an IRA. In addition, the amounts rolled to a subsequent IRA may not be rolled over again until 12 months has elapsed.

If you complete a rollover of the entire distribution into your IRA, you do not have to report the distribution as taxable income. Any amount not properly rolled over within the 60-day period or any amount you keep will generally be taxable in the year distributed (except for any part that is a return of nondeductible contributions) and may be subject to the 10% premature distribution penalty tax if you are under age 59 ½ (and do not qualify for an exception).

SIMPLE IRA to Traditional IRA Rollover. To complete a rollover of your SIMPLE IRA to your Traditional IRA, at least two years must have elapsed from your initial SIMPLE IRA contribution. The two-year waiting period begins on the first day you participated in your employer's SIMPLE IRA plan. If the two-year period has elapsed, you may withdraw, tax free, all or part of the amounts in your SIMPLE IRA if you reinvest those amounts within 60 days into your IRA. You may only roll over one distribution from each SIMPLE IRA every 12 months. The 12-month waiting period begins on the date you receive the SIMPLE IRA distribution, not on the date you roll it over into an IRA. In addition, the amounts rolled to a Traditional IRA may not be rolled over again until 12 months has elapsed.

If you complete a rollover of the entire distribution into your IRA, you do not have to report the distribution as taxable income. Any amount not properly rolled over within the 60-day period or any amount you keep will generally be taxable in the year distributed. Further, if you are under age 59½ and do not qualify for an exception, such amounts are subject to the 10% premature distribution penalty tax (or a 25% penalty tax if the distribution is within two years of your initial SIMPLE IRA contribution).

Employer Retirement Plan to IRA Rollover (by IRA Owner). Eligible distributions from qualifying employer retirement plan(s) may be rolled over, directly or indirectly, to your IRA. Qualifying employer retirement plans include qualified plans (e.g., 401(k) plans or profit sharing plans), governmental 457(b) plans, 403(b) arrangements and 403(a) arrangements. Amounts that may not be rolled over include any required minimum distributions, hardship distributions, any part of a series of substantially equal periodic payments, or distributions consisting of Roth 401(k) or Roth 403(b) assets.

To complete a direct rollover, you instruct the plan administrator to send the distribution to your Custodian. To complete an indirect rollover, you request the plan administrator to distribute your plan balance to you. You then have 60 days from the date you receive the distribution to complete the rollover. Note, however, the IRS generally requires the plan administrator to withhold 20% for federal income tax withholding purposes if you choose the indirect rollover method. You may, however, make up the 20% withholding out of pocket and roll over the full amount. If you do not make up the withheld amount out of pocket, the 20% withheld (and not rolled over) will be treated as a distribution, subject to applicable taxes and penalties.

Conduit IRA. You may use your IRA as a holding account (conduit) for amounts you receive in an eligible rollover distribution from one employer's retirement plan that you later roll over into a new employer's retirement plan. The conduit IRA must be made up of only those amounts and earnings on those amounts. Should you combine or add other amounts, e.g., regular contributions, to your conduit IRA, you may not be able to take advantage of special tax rules available for certain qualified plan amounts. Consult your tax advisor for additional information.

Employer Retirement Plan to IRA Rollover (by Inherited IRA Owner). Please refer to the section entitled "Inherited IRA" of this document.

IRA Rollover to Employer's Retirement Plan. If your employer's retirement plan accepts rollovers from IRAs, you may complete a direct or indirect rollover of your pre-tax assets in your Traditional IRA.

Conversion of IRA to Roth IRA. Generally, you may convert all or part of your IRA to a Roth IRA provided you meet current eligibility requirements as defined in the Code and Regulations. Amounts converted are treated as taxable distributions (unless any amounts represent nondeductible contributions). However, if you are under age 59½ and completing an eligible conversion, the premature distribution penalty tax does not apply. Required minimum distributions may not be converted.

RECHARACTERIZATIONS

Recharacterize a Contribution/Conversion. You may "recharacterize" a contribution/conversion made to one type of IRA (either Traditional or Roth IRA) and treat it as if it was made to a different type of IRA (Traditional or Roth IRA). Both the contribution/conversion amount along with the net income attributable to the contribution/conversion must be transferred. If there was a loss, the amount of any loss will reduce the amount you recharacterize. The deadline for completing a recharacterization is your tax return due date (including any extensions) for the year for which the contribution/conversion was made to the first IRA. Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606.

Reconversion. A reconversion occurs when you convert IRA assets that have been previously converted and recharacterized. A reconversion must occur in a subsequent year to the prior conversion, or if later, after 30 days has elapsed since the recharacterization.

TRANSFERS

Transfers. You may move your IRA from one trustee or custodian to an IRA maintained by another trustee or custodian by requesting a direct transfer. Federal law does not limit the number of transfers you may make during any year.

Transfers Incident to Divorce. Under a valid divorce decree, separate maintenance decree, or other valid court order, your IRA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's IRA.

Qualified Health Savings Account (HSA) Funding Distribution. If you are an HSA eligible individual, you may be eligible to do a tax-free transfer of IRA assets to your HSA. This transfer, which is referred to as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

TAX TREATMENT OF IRA CONTRIBUTIONS

Deductions. Whether your IRA contributions are tax deductible depends on whether you (and/or your spouse if you are married filing jointly) were considered covered by an employer retirement plan and the amount of your modified adjusted gross income (MAGI).

Covered by an Employer Retirement Plan. You are generally considered covered by an employer retirement plan if a contribution is made to your account or you are eligible to earn retirement credits. Examples of retirement plans include simplified employee pension (SEP) plans, SIMPLE plans, plans qualified under Code section 401(a) such as pension, profit sharing or 401(k) plans, 403(b) arrangements, 403(a) arrangement, or certain government plans. Generally, your employer is required to indicate on your Form W-2 if you were covered by a retirement plan for the year. If you (or you and your spouse, if applicable) are covered by an employer retirement plan, you may not be able to deduct some or all of your IRA contribution depending on your MAGI. Use the combined MAGI of you and your spouse if you are married filing jointly.

Deduction Phase-Out. Generally, if you or your spouse is covered by an employer retirement plan, the amount of your Traditional IRA contribution you may deduct decreases (phases out) as your MAGI increases. If your MAGI is equal to or below the lower limit of the phase-out range, your IRA contributions are fully deductible. If your MAGI is equal to or exceeds the upper limit of the phase-out range, you may not deduct your IRA contributions. If your MAGI falls within the phase-out range, you may only take a partial deduction.

MAGI Thresholds for Deduction Phase-Out

Year	Married Filing Jointly	Single Taxpayers
2012	$92,000-$112,000	$58,000-$68,000
2013	$95,000-$115,000	$59,000-$69,000

The MAGI thresholds for deduction phase-out listed above will be increased annually to reflect a cost-of-living adjustment, if any.

For married persons filing separate returns (who lived together at any time during the year), the MAGI threshold is $0-$10,000.

For more information on determining your MAGI and your IRA deduction, consult your tax advisor, instructions to Form 1040 and/or IRS Publication 590.

Not Covered by an Employer Retirement Plan. If you are single and are not considered covered by an employer retirement plan or if you are married and neither you nor your spouse are considered covered by an employer retirement plan, your IRA contributions are fully tax-deductible, regardless of your MAGI or your tax filing status.

If you are married, filing jointly, and you are not covered by an employer retirement plan but your spouse is covered, the combined MAGI threshold for determining the deductible amount of your Traditional IRA contribution is $173,000-$183,000 for 2012 and $178,000-$188,000 for 2013. This MAGI threshold will be increased annually to reflect a cost-of-living adjustment, if any.

If you are married (and lived together at any time during the year), filing separate returns, and you are not covered by an employer retirement plan but your spouse is covered, the combined MAGI threshold for determining the deductible amount of your Traditional IRA contribution is $0-$10,000 (2012 and 2013).

Nondeductible Contributions. Regardless of whether your IRA contribution is deductible, you may contribute to your IRA up to the allowable limits. The difference between your total permitted contributions and your IRA deduction, if any, is your nondeductible contribution. Earnings derived from nondeductible contributions are not taxed until distributed. If you make nondeductible IRA contributions, a cost basis is created in your IRA equal to the sum of your nondeductible contributions minus any withdrawals or distributions of nondeductible contributions. Report your nondeductible contributions on IRS Form 8606. If you fail to report your nondeductible contributions or if you overstate your nondeductible contributions, you may be subject to taxes and penalties.

Tax Credits for Contributions. You may be eligible for a tax credit for your Traditional IRA contribution. The maximum annual tax credit is $1,000 and, if you are eligible, the credit will reduce your federal income tax you owe dollar for dollar. You may be eligible for the tax credit if you are age 18 or older, not a dependent of another taxpayer, and not a full-time student.

DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all of your IRA balance at any time. However, certain taxes and penalties may apply.

Tax Treatment. In general, distributions from your IRA are taxed as ordinary income in the year you receive them. If you have made nondeductible contributions to any of your Traditional IRAs, a portion of each distribution is nontaxable. The nontaxable amount is the pro rata portion of the distribution that represents your remaining nondeductible contributions based upon the value of all your IRAs. For assistance in determining the nontaxable portion, consult your tax advisor, instructions to IRS Forms 1040 and 8606, and IRS Publication 590.

Distributions Before Age 59½. Generally, if you are under age 59½ and take a distribution, the amount is referred to as an "early or premature distribution." Premature distributions are includible in gross income and are also subject to a 10% IRS penalty tax. However, certain exceptions apply to the premature distribution penalty. These are summarized below.

1. You have unreimbursed medical expenses that are more than 7.5% of your adjusted gross income and provided certain conditions apply.
2. The distribution is to pay your medical insurance premiums if you are unemployed and receive federal or state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution during that or the succeeding tax year.

3. A physician certifies that you are disabled as defined by the Code.
4. You are receiving substantially equal periodic payments consistent with the Code and Regulations.
5. The distributions are not more than your or your spouse's expenses, or those of your or your spouse's child, or grandchild for attendance at a post-secondary education institution.
6. The distribution, of up to a $10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer.
7. The distribution is due to an IRS levy on the IRA.
8. The distribution is a "qualified reservist distribution" as defined by the Code.
9. The distribution is properly rolled over or directly transferred to an eligible employer plan or another IRA.
10. The distribution is a result of a valid divorce decree and is transferred to your ex-spouse's IRA.
11. The distribution is a proper return of a certain excess contribution.

Distributions After Age 59½ and Before the Year You Reach Age 70½. Once you reach age 59½ but before the year you reach age 70½ distributions from your IRA are optional and amounts you withdraw and keep will generally be subject to ordinary income tax.

Required Distributions At Age 70½. You must begin taking distributions from your IRA no later than April 1 following the year you reach age 70½. Subsequent distributions must be taken by December 31 each year after you reach age 70½. If you do not take the required minimum distribution (RMD) or the distribution is not large enough, you may be subject to a 50% excess accumulation penalty tax on the amount not distributed as required. Generally, each year determine your RMD by taking your IRA balance as of December 31 of the prior year and dividing it by a distribution period (determined by the applicable IRS life expectancy table). Each year you are subject to the RMD requirements, your Custodian will provide you with a notice. Along with the distribution deadline, the notice will either inform you of your RMD amount or provide you with guidance on how to contact the Custodian for assistance in determining your RMD. Your Custodian is also required to notify the IRS each year you are required to take an RMD.

If you have more than one IRA, determine the RMD separately for each IRA. However, you may total the RMDs and take the total from any one or more of your IRAs.

For additional information regarding your RMD, consult your tax advisor and/or IRS Publication 590.

IRA distributions are not eligible for capital gains treatment or lump-sum income averaging.

Qualified Charitable Distributions. If you have attained age 70½, you are eligible to make a "qualified charitable distribution" of up to $100,000 per year from all of your Traditional and Roth IRAs. A qualified charitable distribution is not subject to federal income tax and no deduction is allowed for the contribution. Qualified charitable distributions are allowed only for tax years 2006 and 2007 unless extended by Congress to later years. A qualified charitable distribution must be distributed directly from the IRA Trustee to a qualified charitable organization as defined by the Code. For assistance in determining to what extent you may be eligible to make a qualified charitable distribution from your IRA, consult your tax advisor.

DISTRIBUTIONS TO YOUR BENEFICIARIES WHEN YOU DIE

Any amounts remaining in your IRA at your death will be paid to your beneficiary(ies). When you die, the rules determining the distribution of your IRA balance depend on a number of factors. These include whether you had a "designated beneficiary," your relationship to the beneficiary (spouse or nonspouse) and whether you died before or after RMDs were required to begin.

Designated Beneficiary. A "designated beneficiary" is determined based on the beneficiary(ies) designated as of the date of your death and who remains your beneficiary(ies) on September 30th of the calendar year following the calendar year of your death.

If You Die Before RMDs Are Required To Begin. Generally, if you die before April 1 following the year you reach age 70½ and your designated beneficiary(ies) is an individual, he or she may elect a distribution method. Your beneficiary(ies) may elect to deplete the IRA by the end of the fifth calendar year following your death or to receive payments based on the designated beneficiary(ies)'s life expectancy. If life expectancy payments are elected, the payments must begin by December 31 of the first calendar year following your death. However, if your surviving spouse is your sole designated beneficiary, he or she may delay the first distribution until December 31 of the year you would have attained age 70½ if later, or elect to treat your IRA as his or her own IRA.

If your surviving spouse is the sole designated beneficiary of your IRA, he or she may elect to treat your IRA as his or her own IRA by redesignating your IRA as his or her own IRA, failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether your spouse is the sole designated beneficiary, he or she may roll distributions from your IRA into his or her own IRA within 60 days of receipt. If your designated beneficiary is not an individual (e.g., a charity, your estate, etc.), your IRA must be distributed by the end of the fifth calendar year following your death.

Generally, each beneficiary may elect the timing and manner regarding the distribution of his or her portion of the IRA. Elections must generally be made by December 31 of the year following your death. If timely elections are not made, your beneficiary is required to take distributions according to the applicable default provision. The default distribution option for designated beneficiaries who are individuals is the life expectancy option and the default distribution option for designated beneficiaries that are not individuals is the 5-year method. If your beneficiary(ies) does not withdraw the required amount within the prescribed timeframe, he or she may be subject to the 50% excess accumulation penalty tax on the amount that should have been withdrawn but was not distributed.

If You Die On or After RMDs Are Required to Begin. If you die on or after April 1 following the year you attain age 70½, the designated beneficiary(ies) must continue taking distributions from your IRA. The longest timeframe for receiving payouts is over the remaining life expectancy of the applicable designated beneficiary or based on your remaining life expectancy factor, had you not died, whichever period is longer. Distributions must commence by December 31 of the calendar year following your death. If your designated beneficiary is not an individual (e.g., a charity, your estate, etc.), your IRA must be distributed using your single life expectancy (had you not died) reduced by one each year. If your surviving spouse is the sole designated beneficiary of your IRA, he or she may elect to treat your IRA as his or her own IRA by redesignating your IRA as his or her own IRA, failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether your spouse is the sole beneficiary, he or she may roll distributions from your IRA into his or her own IRA within 60 days of receipt.

TAX WITHHOLDING

Distributions from your IRA, except certain transfers or any recharacterization, are subject to 10% Federal income tax withholding. You may elect in writing not to have withholding apply to your IRA distribution in most cases. If you elect not to have withholding applied, or if you do not have enough Federal income tax withheld from your IRA distribution, you may be responsible for payment of estimated tax. You may be subject to penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.. In addition to Federal income tax withholding, distributions from IRAs may also be subject to state income tax withholding.

CORRECTION OF EXCESS CONTRIBUTIONS

Any amount you contribute for a tax year that exceeds the allowable contribution amount is an excess contribution and subject to a 6% penalty tax each year it remains in the IRA. You may avoid the penalty tax if you remove the excess contribution along with the net income attributable to the excess before your tax return due date, plus extensions. For assistance in calculating the net income attributable to an excess contribution using an IRS-approved method, refer to IRS Notice 2000-39, IRS Publication 590 and your tax advisor. The net income must be included in your taxable income. If you are under age 59½ and do not qualify for an exception, the net income is also subject to the IRS 10% premature distribution penalty. File IRS Form 5329 to pay any penalty taxes.

To correct an excess contribution after your tax filing due date (plus extensions), you may withdraw the excess amount (no earnings need to be withdrawn.) Alternatively, if you are eligible to contribute in a subsequent year, you may correct the excess amount by redesignating the amount to a subsequent year. To redesignate a contribution, you under contribute in a subsequent year and claim the original contribution amount when you file your income taxes for that subsequent year. The original amount is either deducted on Form 1040 or claimed as a nondeductible contribution on Form 8606. Regardless of which method you use to correct the excess after your tax return due date, plus extensions, the 6% penalty is required for each year it remained in the IRA.

PROHIBITED TRANSACTIONS

If you (or your beneficiary(ies) when you die) engage in a "prohibited transaction" with your IRA, the entire IRA will be disqualified and treated as a distribution. If you are under age 59½, the 10% premature distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the IRA, selling property to the IRA, receiving unreasonable compensation for managing the IRA, or buying property with IRA funds for your personal use.

FINANCIAL DISCLOSURE

Since you determine the investment program for your IRA and select securities and other assets to be purchased and sold, the value of your IRA will depend on the investment decisions made by you or your investment advisor. No guarantees of any nature concerning growth projections, earnings rates, or future security values are made. The method for computing and allocating annual earnings on your investments will vary with the nature and issuer of investments chosen. Refer to the prospectus or investment contract(s) for the method(s) used for computing and allocating annual earnings. All ordinary expenses related to directed security transactions, such as brokerage commissions on purchases and sales, are expenses of the Custodial Account and will be charged directly to the Custodial Account.

A reasonable hourly charge will be assessed for extraordinary services for the following:

- Time expended terminating the Custodial Account
- Searching and tracking down beneficiaries and beneficiary information following the death of the Depositor (or beneficiaries) including court costs for determining the proper course of action.

CUSTODIAN NOT YOUR ADVISOR

UMB Bank, n.a, UMB Distribution Services, LLC, Grand Distribution Services, LLC and UMB Fund Service, Inc. expressly disclaim any right, duty, authority or responsibility to furnish legal or tax advice relating to your IRA, including but not limited to present or future tax consequences to you or others which may result from the establishment or maintenance of the Custodial Account, the permissible amounts or deductibility of contributions, the effect of withdrawals, the selection of payment options or beneficiaries, any matters pertaining to prohibited transactions, and any other matter whatsoever. You are advised and encouraged to consult with professional counsel of your own selection respecting all such matters.

USING YOUR IRA AS SECURITY FOR A LOAN

If you (or your beneficiary(ies) when you die) pledge all or part of your IRA as security for a loan, the amount pledged is treated as a distribution. If you are under age 59½, the amount pledged may also be subject to the 10% premature distribution penalty tax.

INHERITED IRA

Contributions to Inherited IRAs. Eligible rollover distributions from a deceased participant's qualifying employer retirement plan(s) may be rolled over by a nonspouse beneficiary to an Inherited IRA. Rollovers to an Inherited IRA must be sent directly from the plan administrator to the Inherited IRA Custodian. Qualifying employer retirement plans include qualified plans (e.g., 401(k)) plans or profit sharing plans), governmental 457(b) plans, 403(b) arrangements and 403(a) arrangements. Amounts that may not be rolled over include any required minimum distributions.

Except for employer retirement plan to Inherited IRA rollovers, Inherited IRA to Inherited IRA transfers and certain recharacterized contributions from Inherited Roth IRAs, no other contribution types are allowed to be contributed to the Inherited IRA, unless defined as allowable under the Code or Regulations.

Distributions to Inherited IRA Owners. Beneficiary payouts from Inherited IRAs must continue as required by the Code and Regulations.

MISCELLANEOUS

Nonforfeitability. Your interest in your IRA is nonforfeitable at all times.

Custodian. The Custodian of your IRA must be a bank, a federally insured credit union, a savings and loan association, or an entity approved by the IRS to act as custodian.

Investment Restrictions. Money in your IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code section 408(m). However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

No Commingling. Assets in your IRA may not be combined with other property, except in a common trust fund or common investment fund.

Beneficiary Designation. You may designate a beneficiary for your IRA by completing a written designation in a form and manner acceptable to the Custodian. When you die, the proceeds of your IRA will be paid to your designated beneficiary(ies). If you do not designate a beneficiary, your IRA will be paid to your estate when you die.

Tax-Deferred Earnings. The earnings on your IRA balance accumulate tax-deferred meaning they are not taxable until distributed from your IRA.

Estate Tax. Generally, for federal estate tax purposes, your IRA assets are includable in your gross estate when you die. Consult your tax and/or legal advisors for specific guidance.

Tax Filing. You are responsible for filing the applicable IRS forms to report certain activities, taxable income and/or penalties associated with your IRA.

IRS Form. This IRA uses the precise language of IRS Form 5305-A and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

Additional Information. Additional information about the rules and options regarding your IRA may be found in IRS Publication 590, the instructions to the IRS forms and on the IRS website at www.irs.gov.

ADDITIONAL INFORMATION

You may obtain further information on IRAs from your District Office of the Internal Revenue Service. In particular you may wish to obtain IRS Publication 590 (Individual Retirement Arrangements).

UMB PRIVACY STATEMENT

UMB Financial Corporation and its family of companies ("UMB") firmly believe that protecting the privacy and security of our customers' information is one of our primary and fundamental responsibilities. We are dedicated to protecting your confidential information as set forth in this Privacy Statement.

We understand that you expect the personal information you have entrusted to us to be handled with great care. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as necessary to provide UMB services or as otherwise permitted or required by law. Please be assured that we will never provide medical information that we may obtain through insurance applications to any affiliate or to any associate without a need to know.

OUR SECURITY PROCEDURES. We keep your information secure by:

- Maintaining physical, electronic and procedural safeguards that comply with or exceed federal standards to guard your nonpublic personal information, including the prompt disposal of all unnecessary customer information.
- Limiting access to information about you to those associates who need to know that information to provide you products or services.
- Training our associates about the importance of maintaining the confidentiality of customer information. We take appropriate disciplinary action to enforce our associates' privacy responsibilities.
- Requiring companies that do work for us on your behalf to protect information, and only provide them with information that we believe is necessary to fulfill their responsibilities.

INFORMATION WE COLLECT. We collect and use different types of information about you to assist in servicing your accounts and managing our relationship with you. For example, we will use information we gather to identify you during a transaction in order to protect your identity and your account. Information you provide will also help us understand your financial needs as we design or improve our products and services.

The information we gather comes from a variety of sources, including:

- Information you provide to us (such as name, address and telephone number).
- Information about your transactions with UMB (such as account balance and payment history).
- Information we receive from credit reporting agencies and other companies and agencies (such as your credit history).

SHARING OR USING INFORMATION ABOUT YOU WITH AFFILIATES. We are permitted by law to share information about our experiences or transactions involving you or your account with our affiliates. We may also share "other" information about you or your account (such as information we receive from you through applications and information from credit bureaus) with our affiliates. You may instruct us not to share "other" information about you or your account. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices.* The information we share about you within our family of companies assists in serving you more efficiently, offering you products and services that we believe would benefit you, and making it easier to do business with us.

Our affiliates offer important services and products that provide you with the highest quality financial services. However, you may limit our affiliates from marketing their products or services to you based on credit or transaction information about you that they receive from other UMB companies. This information includes your income, your account balance, your payment history and your credit score. Your decision to limit the marketing offers you receive from our affiliates will not expire unless you revoke it. This limitation does not apply in certain circumstances, such as if you currently do business with one of our affiliates. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices.*

YOUR OPT OUT CHOICES. You may direct us not to allow UMB companies to share or use information about you in two ways:

Option 1: Directs UMB not to share certain nonpublic personal information among its affiliates, such as information we receive from you through applications and information from credit bureaus. UMB may still share, by law, experience and transaction information with our affiliates.

Option 2: Limits UMB affiliates from marketing their products and services to you based on credit or transaction information about you that they receive from other UMB companies. UMB affiliates will still be able to market products to you, but they will not be able to use application and credit information to do so.

To opt out, call us at 800.441.9535, or if in Kansas City, call 816.860.5780. When you call, please provide your name, address, social security number and birth date. You should also list the accounts and services you have with us so that we can be sure that we have identified all of our relationships with you. Please designate whether you are selecting Option 1, Option 2 or both.

You cannot opt out on behalf of any other customer, unless you are a joint accountholder with that person. To opt out for another joint accountholder, you must provide the joint accountholder's name, address, social security number and birth date, as well as all of their accounts and services.

FOR CREDIT AND DEBIT CARD CUSTOMERS. If a bank or company name other than UMB appears on your credit or debit card, we will not share nonpublic personal information about you or your account with our affiliates.

THIRD PARTIES. We are permitted by law to disclose nonpublic personal information about you in certain circumstances to third parties that are not part of the UMB family of companies. For example, we may share information with companies that print checks for us, mail customer statements or letters or provide data processing services. These companies are acting on our behalf when they provide these services and are obligated by contract to maintain the information they receive in a confidential manner. They are not authorized to use the information for any other purpose. We also provide information:

- When you authorize us to release information
- To credit reporting agencies
- To other parties when it is necessary or helpful in completing a transaction you initiate or to service your account, including other financial institutions and networks involved in processing your transactions
- To comply with a law, regulation, court order or subpoena
- To verify the existence of your account and general information about the condition of your account for a merchant or other financial institution
- In response to an inquiry about whether a check you have written on an account will clear
- To local, state and federal authorities if we believe a crime may have been committed involving your account
- To our independent auditors, consultants or attorneys and agencies that regulate us

We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Those third parties contractually agree not to use the information for any other purpose.

EFFECTIVE DATE. This privacy statement is effective June 1, 2009. We reserve the right to periodically change our statement from time to time, but will not do so without first notifying you of any change.

UMB companies that have adopted this Privacy Statement:
UMB Bank, n.a.
UMB Bank Arizona, n.a.
UMB Bank Colorado, n.a.
UMB National Bank of America
UMB Financial Services, Inc.
UMB Scout Insurance Services, Inc.
UMBCDC, Inc.

ROTH INDIVIDUAL RETIREMENT ACCOUNT CUSTODIAL AGREEMENT & DISCLOSURE STATEMENT

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Roth Individual Retirement Custodial Account

(Under section 408A of the Internal Revenue Code)

Form 5305-RA (Rev. March 2002) Department of the Treasury, Internal Revenue Service. Do not file with the Internal Revenue Service.

This Agreement is made between UMB Bank, n.a. as custodian (hereinafter referred to as "Custodian") and the individual (hereinafter referred to as "Depositor") who signs the accompanying Application. If the Depositor has previously adopted this Individual Retirement Custodial Account ("IRA") in any earlier form, by signature to the Application he or she adopts the amended IRA in the form as hereby restated.

The Depositor is establishing (or adopting an amendment to) an individual retirement account (under section 408Aof the Internal Revenue Code) for the exclusive benefit of the individual or his or her beneficiaries. The Custodian has given the Depositor the disclosure statement required under the Income Tax Regulations under 1.408-6 of the Regulations. Unless the accompanying Application is signed by Depositor to adopt an amended and restated IRA, Depositor has made an initial contribution to the IRA concurrently with the execution of the Application. The Depositor and 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.

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

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

ARTICLE VI

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

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

1. **Applicable Law:** All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Missouri; provided, however, that in the event of a conflict between any terms of this Agreement and any federal statute or regulation governing Individual Retirement Accounts, such terms shall be deemed to be amended but only to the extent necessary to bring them into compliance with such statute or regulation.

2. **Annual Accounting**: The Custodian shall, at least annually, provide the Depositor or beneficiary (in the case of death) with an accounting of such Depositor's account. For this purpose, the Custodian may adopt the records of any third-party source. In the event the Custodial Account holds any securities or other assets for which a market value is not readily available, the Custodian shall for all purposes, including fee calculations and determining required minimum distributions, value such securities or other assets at their acquisition cost until the Custodian receives reliable information regarding current values from the Depositor or any other source. The Depositor agrees to indemnify and hold the Custodian harmless from and against any damages, liabilities, expenses, taxes, fines, penalties and any other costs incurred as a result of valuing assets in this manner. Such accounting shall be deemed to be accepted by the Depositor, if the Depositor does not object in writing within 60 days after the mailing of such accounting statement.

3. **Depositor's Responsibilities.** All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Depositor will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Depositor will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules. The Custodian shall have no liability for the actions or failure to act of any broker, bank, trust company, depository or clearing corporation, or any other person with whom the Depositor or the Custodian may deal so long as the Custodian has not engaged in gross negligence or willful misconduct. The Depositor shall indemnify and hold the Custodian and its officers, its agents and its employees harmless for any and all liability, claims and expenses arising from any actions taken at the Depositor’s request or in connection with this Agreement, except for any liability, claims or expenses caused by the gross negligence or willful misconduct of the Custodian. In no event shall the Custodian be liable for attorney’s fees or for consequential or punitive damages.

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4. **Investment Provisions.** All contributions shall be invested and reinvested by the Custodian as directed by the Depositor (or the direction of the beneficiary upon the Depositor's death). Investments are limited to the investments listed on the most current Application.

5. **Beneficiary Designation.** The Depositor has the right to designate any person(s) or entity (ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Custodian, filed with the Custodian during the Depositor's lifetime. If the Custodian and applicable laws and Regulations so permit, this right also extends to the Depositor's designated beneficiaries following the Depositor's death. Any successor beneficiary so named will be entitled to the proceeds of the Custodial Account if the beneficiary dies before receiving his or her entire interest in the decedent's IRA. A designation of successor beneficiaries submitted by the Depositor's beneficiary must be in writing in a form and manner acceptable to the Custodian filed with the Custodian during the lifetime of the Depositor's beneficiary.

   If the Depositor is married and subject to the marital or community property laws that require the consent of the Depositor's spouse to name a beneficiary other than or in addition to such spouse, the Depositor understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

   Upon the Depositor's death, the Custodial Account will be paid to the primary beneficiaries in equal shares unless indicated otherwise in a form and manner acceptable to the Custodian. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death. No payment will be made to any beneficiary until the Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian. If the balance of the Custodial Account has not been completely distributed to the original beneficiary and such beneficiary has not named a successor beneficiary or no named successor beneficiary survives the original beneficiary, such balance shall be payable to the estate of the original beneficiary.

   No payment will be made to any beneficiary until the Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian.

   Whenever any distribution hereunder is payable to a minor the Custodian in its absolute discretion may make all or any part of such distribution to a legal guardian or conservator, a custodian under the Uniform Transfers to Minor Act, including any custodian designated by the Custodian if such designation is permissible by law, a parent of such person, or such person directly.

   The Depositor represents and warrants that all beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Depositor's Custodial Account consistent with the beneficiary designation. The Depositor, for the Depositor and the heirs, beneficiaries and estate of the Depositor agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such beneficiary designation and the terms of the Agreement.

   The Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning possible existence of any beneficiary not reported to the Custodian within a reasonable period after notification of the Depositor's death and previous to the distribution of the Custodial Account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Depositor, the Custodian shall have no higher duty than the exercise of good faith, shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this section of the Agreement, the Custodian shall be fully and forever discharged from all liability respecting such Custodial Account. Anything to the contrary here in notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Custodial Account. In such event all court costs, legal expenses, reasonable compensation for the time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs, shall be collected by the Custodian from the Custodial Account.

6. **Distributions.** Distributions may be requested from the Custodial Account by delivering a request to the Custodian in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity. Notwithstanding

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anything else herein to the contrary, the Custodian is authorized to make a distribution if directed to do so pursuant to a levy or court order of any kind and the Custodian shall not incur any liability for acting in accordance with such levy or court order.

7. **Amendments and Termination.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Depositor. At the Depositor's discretion, the Depositor may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

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

   The Custodian may resign at any time by providing 30 days written notice to the Depositor. Upon receiving such written notice, the Depositor will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Depositor, the Custodian may, in its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

   By establishing an individual retirement account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

8. **Instructions, Changes of Addresses and Notices.** The Depositor is responsible to provide any instructions, notices or changes of address in a manner acceptable to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated in by the Depositor.

   Any notices required to be sent to the Depositor by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian.

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

9. **Fees and Charges.** The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Depositor 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties. The Depositor agrees to pay the Custodian a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with the Custodial Account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor, but the Depositor shall be responsible for any deficiency. In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the IRA, the Custodian reserves the right to withhold any payment from the IRA, to request a

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court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination

10. **Transfers and Rollovers.** The Custodian will accept transfers and rollovers from other plans. The Depositor represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account. The Custodian will act on written instructions from the Depositor received in a form and manner acceptable to the Custodian to transfer the Custodial Account to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

10. **Beneficiary's (and Roth Inherited IRA Owner's) Rights.** Except as otherwise provided in this Agreement or by applicable law or Regulations, all rights, duties, obligations and responsibilities of the Depositor under the Agreement will extend to spouse and nonspouse beneficiary (ies) following the death of the Depositor and to the Inherited Roth IRA Owner who establishes the Roth IRA as an Inherited Roth IRA.

    Except for eligible transfers of Roth IRA assets acquired by reason of death of the same Depositor or a direct rollover described in Code section 402(c) (11) by an Inherited Roth IRA Owner, beneficiary (ies)/Inherited Roth IRA Owners are prohibited from contributing to the Custodial Account.

    Following the death of the Depositor, spouse and nonspouse beneficiary (ies) must take beneficiary distributions in accordance with Article V and Article IX of this Agreement. Distributions from an Inherited Roth IRA established under this Agreement are subject to the distribution rules applicable to nonspouse beneficiaries under Code section 401(a) (9) (B) (other than clause (iv)) and the Regulations.

    If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA. The procedures your surviving spouse must follow to treat your Roth IRA as his or her own depend on whether your surviving spouse is your sole designated beneficiary. Your surviving spouse beneficiary will also be entitled to the additional beneficiary distribution options as prescribed by the Code or Regulations.

    The Custodian will not be liable for and the beneficiary (ies)/Inherited Roth IRA Owner will indemnify and hold the Custodian harmless from any adverse consequences and/or penalties resulting from the beneficiary (ies)'s/Inherited Roth IRA Owner's actions or inactions (including errors in calculations resulting from reliance on information provided by the beneficiary (ies)/Inherited Roth IRA Owner) with respect to determining required distributions.

11. **Miscellaneous.**
    Custodian as Agent. The Depositor acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, Regulations and rules associated with this Agreement. Further, the Depositor acknowledges and understands that the Custodian will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Depositor and has no duty to question or independently verify or investigate any such information. The Depositor will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.
    Custodian Acquired/Merged. If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian that institution will automatically become the trustee or custodian of this Roth IRA unless otherwise indicated.
    Maintenance of Records. The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Depositor regarding reporting is to furnish the IRS mandated reports as required in Article VI of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Depositor. The Depositor approves any report furnished by the Custodian unless within 30 days of receiving the report the Depositor notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the discrepancies and make any corrections or adjustments accordingly.
    Exclusive Benefit. The Custodial Account is maintained for the exclusive benefit of the Depositor and his or her beneficiary (ies). To the extent permitted by law, no creditors of the Depositor may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.
    Minimum Value. The Custodian reserves the right to establish Roth IRA account minimums. The Custodian may resign or charge additional fees if the minimums are not met.
    Other Providers. At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.
    Agreement. This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

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Severability. If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.

ARTICLE X

1. **Investment Responsibilities.** All investment decisions are the sole responsibility of the Depositor and the Depositor is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Depositor may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

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

   The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent. The Custodian shall have no duty other than to follow the written investment directions of the Depositor, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Depositor. To the extent the Depositor has not directed other investments, the Custodian may maintain the cash as it may deem advisable or expedient (with no requirement to pay interest neither on such cash balances nor on cash in its hands pending investment). All investment direction, investment management and investment advisory agreements provided by the IRA Depositor or beneficiary will continue until revoked by the IRA Depositor or beneficiary, even after the death of the IRA Depositor or beneficiary. The Custodian shall have no duty to bring any claim, suit or other action in connection with any investment in the Custodial Account. The Depositor agrees to indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation, claim or other action involving any investment in the Custodial Account in which the Custodian is named as a necessary party or at the request of the Depositor.

   The Depositor will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

2. **Registration.** All assets of the Custodial Account shall be registered in the name of the Custodian or of a suitable nominee. The same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever. However, each Depositor's account shall be separate and distinct; a separate account therefore shall be maintained by the Custodian, and the assets thereof shall be held by the Custodian in individual or bulk segregation either in the Custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

3. **Investment Advisor.** The Depositor may appoint an investment advisor, qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of his or her IRA. The Depositor shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the investment advisor and evidencing the investment advisor's acceptance of such appointment, an acknowledgment by the investment advisor that it is a fiduciary of the Custodial Account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisor's Act of 1940. The Custodian shall comply with any investment directions furnished to it by the investment advisor, unless and until it receives written notification from the Depositor that the investment advisor's appointment has been terminated. The Custodian shall have no duty other than to follow the written investment directions of such investment advisor and shall be under no duty to question said instructions, and the Custodian shall not be liable for any investment losses sustained by the Depositor.

4. **No Investment Advice.** The Custodian does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Depositor's Custodial Account and shall not be liable for any loss which results from Depositor's exercise of control over his or her Custodial Account. The Depositor shall still have and exercise exclusive responsibility for control over the investment of the assets of his or her Custodial Account, and the Custodian shall not have any duty to question his or her

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investment directives. Depositor hereby specifically acknowledges that neither Custodian, nor any affiliate of Custodian, is serving as a "fiduciary" as defined in Internal Revenue Code section 4975(e) (3) and therefore neither the Custodian nor any affiliate of the Custodian is providing any investment advice to the Depositor. To the extent any investment related information is received by the Depositor from the Custodian or any affiliate of the Custodian, the Depositor agrees and acknowledges that such information (i) is not binding on client, and (ii) does not serve as the primary basis for the selection or retention of any investments or investment decisions. Depositor further acknowledges that Custodian has no discretionary authority or control under the terms of this Agreement.

5. **Prohibited Transactions.** Notwithstanding anything contained herein to the contrary, the Custodian shall not lend any part of the corpus or income of the Custodial Account to; pay any compensation for personal services rendered to the Custodial Account to; make any part of its services available on a preferential basis to; acquire for the Custodial Account any property, other than cash, from; or sell any property to, any Depositor, any member of a Depositor's family, or a corporation controlled by any Depositor through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.

6. **Unrelated Business Income Tax.** If the Depositor directs investment of the Custodial Account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Depositor to so advise the Custodian and to provide the Custodian with all information necessary to prepare and file any required returns or reports for the Custodial Account. As the Custodian may deem necessary, and at the Depositor's expense, the Custodian may request a taxpayer identification number for the Custodial Account, file any returns, reports, and applications for extension, and pay any taxes or estimated taxes owed with respect to the Custodial Account. The Custodian may retain suitable accountants, attorneys, or other agents to assist it in performing such responsibilities.

7. **Disclosures and Voting.** The Custodian shall deliver, or cause to be executed and delivered, to Depositor all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the Custodial Account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Depositor.

8. **Miscellaneous Expenses:** In addition to those expenses set out in Article VIII, of this plan, the Depositor agrees to pay any and all expenses incurred by the Custodian in connection with the investment of the Custodial Account, including expenses of preparation and filing any returns and reports with regard to unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the Custodial Account.

9. **Lawsuits.** The Custodian shall have no duty to bring any claim, suit or other action in connection with any investment in the Custodial Account. The Depositor agrees to indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation, claim or other action involving any investment in the Custodial Account in which the Custodian is named as a necessary party or at the request of the Depositor.

10. **Confirmations.** Confirmations of transactions shall be conclusive if Depositor does not object within 10 days of mailing to Depositor. If Depositor does not elect to receive transaction confirmations on the Application, transactions shall still be conclusive if Depositor does not object within 10 days of the transaction. Records or statements of activity in the Custodial Account shall be conclusive if Depositor does not object within 30 days of mailing to Depositor. In such case, the Custodian and its officers and employees shall be forever released and discharged from any liability with respect to any claim arising out of any action or omission reflected on such confirmation or record.

11. **Limitations on Custodial Liability.** The Custodian shall not be liable or responsible for any act or default of any predecessor or successor custodian or any other fiduciary or service provider regarding the Custodial Account. To the fullest extent permitted by law, the Depositor shall at all times fully indemnify and hold harmless the Custodian and any affiliates of the Custodian, and their officers, directors and employees, from any and all liability arising from the directions of the Depositor under the terms of this Agreement and from any and all other liability which may arise in connection with this Agreement, except for any liability that arises from the Custodian's gross negligence or willful misconduct.

12. **Custodial Services.** The Depositor and Custodian agree that the sole responsibilities of the Custodian are to provide custody services as provided herein. Therefore, notwithstanding anything else herein to the contrary to the extent any provisions of this Agreement would cause the Custodian to be considered a "fiduciary" as defined in Internal Revenue Code section4975(e)(3) such provision shall be void and the remaining provisions of this Agreement shall be and continue to be fully effective.

GENERAL INSTRUCTIONS

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

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Purpose of Form. Form 5305-RA is a model Custodial Account Agreement that meets the requirements of section 408A and has been pre-approved by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. This Account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

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

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

Definitions.

Agreement. Agreement means the Roth IRA Custodial Agreement (IRS Form 5305-RA), Application, Disclosure Statement, Financial Disclosure and accompanying documentation. The Agreement may be amended from time to time as provided in Article VIII.

Application. Application means the legal document that establishes this Roth IRA after acceptance by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into the Roth IRA Agreement.

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Depositor (or by the beneficiary following the Depositor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Depositor.

Code. Code means the Internal Revenue Code.

Custodial Account. Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Depositor and the Depositor's beneficiaries.

Custodian. The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian.

Depositor. The Depositor is the person who establishes the custodial account. In the case of an Inherited Roth IRA, the Depositor is the original owner of the inherited assets.

Inherited Roth IRA. An IRA which is designated at the time of establishment of the plan as a Roth IRA and is established by or maintained for the benefit of a nonspouse beneficiary of a deceased Depositor or a nonspouse beneficiary of a deceased participant in a qualifying retirement plan.

Inherited Roth IRA Owner. Inherited Roth IRA Owner means the individual for whose benefit the account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).

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

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

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.

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Roth IRA Disclosure Statement
(Used with Form 5305-RA)

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your Roth IRA. It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult your advisors and/or your state taxing authority concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to this Roth IRA. The Custodian does not act as your advisor. In addition to the transactions outlined in this Roth IRA Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference. If this Roth IRA is established as an Inherited Roth IRA, refer to the "Inherited Roth IRA" section of this document for restrictions and limitations.

RIGHT TO REVOKE YOUR ROTH IRA

You may revoke your IRA within 7 days after you sign the IRA Application by hand delivering or mailing a written notice your investment provider, C/O UMB Funds Services, Inc 803 W Michigan Street, Milwaukee, WI 53233. If you revoke your IRA by mailing a written notice, such notice must be postmarked by the 7th day after you sign the Application. If you revoke your IRA within the 7-day period you will receive a refund of the entire amount of your contributions to the IRA without any adjustment for earnings or any administrative expenses. If you exercise this revocation, we are still required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.

CONTRIBUTIONS

Cash. Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., , check, wire or ACH).

Eligibility. Regardless of your age, you may set up and contribute to your Roth IRA if you (or, if you file a joint tax return, your spouse) received compensation during the year and if your modified adjusted gross income (MAGI) does not exceed the allowable limit. You are responsible for determining your eligibility to make Roth IRA contributions.

Compensation. For purposes of funding an IRA, "compensation" generally means monies earned from working, such as wages, salaries, tips, professional fees, bonuses and other amounts received from providing personal services. If you are self-employed, your compensation is your "earned income." Taxable alimony received under a valid divorce decree, separate maintenance agreement, or other valid court order is considered compensation. Nontaxable combat zone pay received by members of the armed forces is generally considered compensation. Compensation does not include investment earnings, pension or annuity income or other amounts you receive for which your services are not a material income-producing factor.

MAGI Limits. The allowable MAGI limits are listed below. Generally, as your MAGI increases, the maximum amount you are eligible to contribute to your Roth IRA decreases. If your MAGI does not exceed the lowest threshold for your tax filing status, you may be eligible to contribute the maximum amount to your Roth IRA. If your MAGI is equal to or exceeds the highest threshold for your tax filing status, you may not make a Roth IRA contribution. If your MAGI falls within the threshold range, the amount you may contribute to your Roth IRA is reduced (phased out).

For more information about determining your MAGI and your eligible Roth IRA contribution amount, refer to the instructions to your federal income tax return, IRS Publication 590, and/or your tax advisor.

MAGI Limits for Roth IRA Contribution Eligibility

Tax Filing Status	MAGI Thresholds
Married Filing Jointly	$173,000 - $183,000 (2012) $178,000 - $188,000 (2013)
Married Filing Separately (lived together during the year)	$0-$10,000 (2012 and 2013)
Single, Head of Household, Married Filing Separately (did not live together during the year)	$110,000 - $125,000 (2012) $112,000 - $127,000 (2013)

The MAGI thresholds listed above for Roth IRA contribution eligibility for IRA owners who are married filing jointly or who are either single, head of household, or married filing separate (did not live together during the year) will be increased annually to reflect a cost-of-living adjustment, if any.

Due Date. Contributions may be made to your Roth IRA during the tax year and up until the due date for filing your tax return, not including extensions. For most people, the tax return due date is April 15.

However, if you are serving in or in support of the armed forces in a designated combat zone or qualified hazardous duty area, your contribution deadline may be extended past April 15. Generally, the extension is 180 days after the last day you are in a qualifying

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combat zone or hazardous duty area. You may also have an additional extension depending on when you entered the zone or area. For additional information, refer to IRS Publication 3 or consult your tax advisor. If you received combat zone pay as a member of the armed forces during 2004 or 2005, you may have an extended deadline of May 28, 2009 for making contributions for those years.

Carryback Contributions. If you make a contribution between January 1 and April 15, tell the IRA Custodian which tax year the contribution is for. If you do not indicate otherwise, the Custodian will report it to the IRS as a current year contribution (the year received).

Contributions to Multiple IRAs. If you have more than one Roth IRA, the contribution limits listed below apply to the total amount you may contribute to all of your Roth IRAs for the year. If you also have a Traditional IRA, the contribution limits listed below are reduced by any amounts you contribute to your Traditional IRA for the tax year. In addition, employer retirement plans may establish separate accounts to receive voluntary employee contributions. If the account meets the requirements of an IRA and you make voluntary employee contributions to that separate account, the total amount listed below that you may contribute to all of your IRAs is reduced by those voluntary employee contributions.

Regular IRA Contributions. You may annually contribute up to the lesser of 100% of your compensation or the maximum amount listed below.

$5,000 for tax year 2008-2012
$5,500 for tax year 2013.

The regular IRA contribution amounts listed above will be increased annually to reflect a cost-of-living adjustment, if any.

Catch-up Contributions. If you are age 50 or older before the end of the tax year, you may make an additional catch-up contribution to your Roth IRA for that tax year of up to $1,000.

For tax years 2007-2009 (and for later years if allowed under the Code), you may be eligible for an additional catch-up contribution for the tax year up to $3,000, if you are now or have in the past been a participant in a 401(k) plan where the employer sponsoring the 401(k) plan was involved in bankruptcy and certain other requirements as defined in the Code and Regulations are satisfied. You do not have to be 50 or older to make this catch-up contribution due to bankruptcy. However, if you are 50 or older before the end of the tax year and also qualify for the catch-up contribution due to bankruptcy, you cannot take advantage of the catch-up contribution for individuals 50 or older.

Spousal IRA Contributions. If you are married, file a joint tax return and your compensation is less than your spouse's (including zero), you and your spouse may each fund a Roth IRA according to the limits for funding "Regular IRA Contributions" above. However, the total contributions made to both of your Roth IRAs may not exceed the combined compensation of you and your spouse.

Repayments of Qualified Reservist Distributions. You may repay "qualified reservist distributions" by making one or more contributions to your Roth IRA within two years of the end of your active duty. The aggregate amount that may be repaid may not exceed the amounts of such distributions and is in addition to other eligible contribution amounts. No tax deduction is allowed for these contributions. For more information, consult your tax advisor.

Rollover Contributions. Generally, a rollover is a movement of cash or assets from one retirement plan to another. Both the distribution and the rollover deposit are reportable when you file your income taxes.

> **Roth IRA to Roth IRA Rollover.** You may withdraw, tax free, all or part of the amounts in your Roth IRA if you reinvest those amounts within 60 days into the same or another Roth IRA. You may only roll over one distribution from each Roth IRA every 12 months. The 12-month waiting period begins on the date you receive the Roth IRA distribution, not on the date you roll it over into a Roth IRA. In addition, the amounts rolled to a subsequent Roth IRA may not be rolled over again until 12 months has elapsed.
>
> **Employer Retirement Plan to Roth IRA Rollover (by Roth IRA Owner)**. Eligible distributions consisting of Roth 401(k) or Roth 403(b) assets may be rolled over, directly or indirectly, to your Roth IRA. You are solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If a nonqualified distribution is rolled over from Roth 401(k) or Roth 403(b) to a Roth IRA, the nontaxable and taxable rollover amounts must still be tracked. If a qualified distribution from a Roth 401(k) or Roth 403(b) is rolled over, the entire amount of the rollover contribution is considered basis in the Roth IRA.
>
> Eligible distributions consisting of pre-tax and after-tax assets (distributed after December 31, 2007), from qualifying employer retirement plans may be rolled over, directly or indirectly, to your Roth IRA, if you meet any applicable eligibility requirements. Qualifying employer retirement plans include qualified plans (e.g., 401(k) plans or profit sharing plans), governmental 457(b) plans, 403(b) arrangements, and 403(a) arrangements. Amounts that may not be rolled over include any required minimum

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distributions. The amount rolled over to a Roth IRA is taxable (except for amounts representing after-tax contributions from your employer retirement plan). Note, however, if you are under age 59½ and completing a rollover from your employer's retirement plan to your Roth IRA, the premature distribution penalty tax, explained below, does not apply.

To complete a direct rollover, you instruct the plan administrator to send the distribution to your Custodian. To complete an indirect rollover, you request the plan administrator to distribute your plan balance to you. You then have 60 days from the date you receive the distribution to complete the rollover. Note, however, the IRS generally requires the plan administrator to withhold 20% for federal income tax withholding purposes. If you chose the indirect rollover method, you may, however, make up the 20% withheld amount out of pocket and roll over the full amount. If you do not make up the withheld amount out of pocket, the 20% withheld (and not rolled over) will be treated as a distribution, subject to applicable taxes and penalties.

Employer Retirement Plan to Roth IRA Rollover (by Inherited Roth IRA Owner). Please refer to the section entitled "Inherited Roth IRA" of this document.

Roth IRA to Employer Plan Rollover Not Eligible. Distributions from your Roth IRA are not eligible for rollover to a designated Roth account in a Roth 401(k) plan or Roth 403(b) plan.

Conversions to Roth IRAs. Generally, if you meet current eligibility requirements as defined by the Code and Regulations, you may convert all or part of your Traditional or SIMPLE IRA to a Roth IRA. To convert a SIMPLE IRA to your Roth IRA at least two years must have elapsed from the initial SIMPLE IRA contribution made by you or on your behalf under your employer's SIMPLE IRA plan. Further, you cannot convert any portion of a required minimum distribution that you are required to take from your Traditional or SIMPLE IRA because you are age 70½ or older.

The amount converted to a Roth IRA is taxable (except for amounts representing nondeductible contributions from your Traditional IRA). Note, however, if you are under age 59½ and completing an eligible conversion, the premature distribution penalty tax does not apply.

RECHARACTERIZATIONS

Recharacterizing a Contribution/Conversion. You may "recharacterize" a contribution/conversion made to one type of IRA (either Traditional or Roth IRA) and treat it as if it was made to a different type of IRA (Traditional or Roth IRA). Both the contribution/conversion amount and the net income attributable to the contribution/conversion must be transferred. If there was a loss, the amount of any loss will reduce the amount you recharacterize. The deadline for completing a recharacterization is your tax return due date (including any extensions) for the year for which the contribution/conversion was made to the first IRA.

Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606 with your income taxes. For assistance with recharacterizations, refer to IRS Publication 590 and/or your tax advisor.

Reconversion. A reconversion occurs when you convert Traditional or SIMPLE IRA assets that have been previously converted and recharacterized. A reconversion must occur in a subsequent year to the prior conversion, or if later, after 30 days have elapsed since the recharacterization.

TRANSFERS

You may move your Roth IRA from one trustee or custodian to a Roth IRA maintained by another trustee or custodian by requesting a direct transfer. Federal law does not limit the number of transfers you may make during any year.

Transfers Incident to Divorce. Under a valid divorce decree, separate maintenance decree, or other valid court order, your Roth IRA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's Roth IRA.

Qualified Health Savings Account (HSA) Funding Distribution. If you are an HSA eligible individual, you may be eligible to do a tax-free transfer of IRA assets to your HSA. This transfer, which is referred to as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

TAX TREATMENT OF ROTH IRA CONTRIBUTIONS

No Deduction. You may not take a tax deduction for Roth IRA contributions.

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Tax Credits for Contributions. You may be eligible to take a tax credit for your Roth IRA contribution. The maximum annual tax credit is $1,000 and, if you are eligible, the credit will reduce the federal income tax you owe dollar for dollar. You may be eligible for the tax credit if you are age 18 or older, not a dependent of another taxpayer, and not a full-time student.

DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all of your Roth IRA balance at any time. If you take a qualified distribution from your Roth IRA, neither the contributions nor the earnings are taxable. If your Roth IRA distributions are non-qualified distributions, certain taxes and penalties may apply. Due to the complexity of the Roth IRA distribution rules and tax ramifications, you should consult a tax advisor prior to taking distributions from your Roth IRA.

Distribution Ordering Rules. The "ordering" rules treat distributions as coming from the following categories in the following order:

1. Roth IRA basis;
2. Conversion contributions; and then
3. Earnings.

Qualified Distributions. A qualified distribution from your Roth IRA is not subject to federal income tax. A qualified distribution may be made after five or more years provided you (i) are age 59½ or older; (ii) are disabled, (iii) qualify for a special purpose distribution such as the purchase of a first home, or (iv) are deceased.

The five-year holding period begins with the first tax year for which you make a regular contribution, or if earlier, the first tax year in which a conversion or an employer plan rollover is made to your Roth IRA. A subsequent contribution, conversion or rollover will not start a new five-year period for purposes of determining a qualified distribution.

Non-Qualified Distributions. If you receive a distribution from your Roth IRA that does not constitute a qualified distribution, a portion of it may be taxable and may be subject to the 10% premature distribution penalty tax (if you do not qualify for an exception). You must apply the special "ordering" rules discussed above to determine whether part of your non-qualified distribution represents a taxable amount.

Non-qualified distributions of conversion amounts distributed within five years of the conversion may be subject to the 10% premature distribution penalty tax, explained below.

Distributions Prior to Age 59½ Exempt from 10% Penalty Tax. The 10% penalty tax on premature distributions does not apply to distributions made to you before you attain age 59½ for any of the following reasons:

1. You have unreimbursed medical expenses that are more than 7.5% of your adjusted gross income and provided certain conditions apply.
2. The distribution is to pay your medical insurance premiums if you are unemployed and receive federal or state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution during that or the succeeding tax year.
3. A physician certifies that you are disabled as defined by the Code.
4. The distribution, of up to a $10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer.
5. The distributions are not more than your or your spouse's expenses, or those of your or your spouse's child or grandchild for attendance at a post-secondary education institution.
6. You are receiving substantially equal periodic payments consistent with the Code and Regulations.
7. The distribution is due to an IRS levy on the Roth IRA.
8. The distribution is a "qualified reservist distribution" as defined by the Code.
9. The distribution is properly rolled over or directly transferred to another Roth IRA.
10. The distribution is a result of a valid divorce decree and is transferred to your ex-spouse's Roth IRA.
11. The distribution is a proper return of an excess contribution.

No Required Distributions. You do not have to take required minimum distributions from your Roth IRA. However, when you die, your beneficiary (ies) must receive minimum distributions.

Qualified Charitable Distributions. If you have attained age 70½, you are eligible to make a "qualified charitable distribution" of up to $100,000 per year from all of your Roth and Traditional IRAs. A qualified charitable distribution is not subject to federal income tax and no deduction is allowed for the contribution. Qualified charitable distributions are allowed only for tax years 2006 and 2007 unless extended by Congress to later years. A qualified charitable distribution must be distributed directly from the Roth IRA

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Custodian to a qualified charitable organization as defined by the Code. For assistance in determining to what extent you may be eligible to make a qualified charitable distribution from your Roth IRA, consult your tax advisor.

DISTRIBUTIONS TO YOUR BENEFICIARIES WHEN YOU DIE

Any amounts remaining in your Roth IRA at your death will be paid to your beneficiary (ies). Distributions to your beneficiary (ies) within the 5-year holding period may be taxed as ordinary income. The 10% penalty tax for premature distributions does not apply to distributions due to death.

The period of time over which your Roth IRA balance may be distributed to your beneficiary (ies) depends on whether you had a "designated beneficiary," and your relationship to the beneficiary (spouse or non-spouse). A "designated beneficiary" is determined based on the beneficiary(ies) designated as of the date of your death and who remain(s) your beneficiary(ies) on September 30th of the calendar year following the calendar year of your death.

Five-Year Holding Period. Beneficiaries must ensure the five-year holding period has been satisfied to receive qualified distributions. The years you were alive are credited toward the five-year waiting period. That is, the five-year waiting period is not "re-set" upon your death. The period begins January 1 of the first year for which you made a regular contribution, a conversion or an employer plan rollover to any Roth IRA you own.

Required Distributions. Generally, when you die, designated beneficiary(ies) who are individuals may elect to deplete the Roth IRA by the end of the fifth calendar year following your death or to receive payments based on the designated beneficiary(ies)'s life expectancy. If life expectancy payments are elected, the payments must generally begin by December 31 of the first calendar year following your death. If your surviving spouse is your sole designated beneficiary, he or she may delay the first distribution until December 31 of the year you would have attained age 70½, if later, or elect to treat your Roth IRA as the Roth IRA of his or her own. Your surviving spouse (as the sole designated beneficiary of your Roth IRA) may elect to treat your Roth IRA as his or her own Roth IRA by redesignating your Roth IRA as his or her own Roth IRA, failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether your spouse is your sole designated beneficiary, he or she may roll distributions from your Roth IRA into his or her own Roth IRA within 60 days of receipt.

If your designated beneficiary is not an individual (e.g., a charity, your estate, etc.), your Roth IRA must be distributed by the end of the fifth calendar year following your death.

Generally, each beneficiary may elect the timing and manner regarding the distribution of his or her portion of the Roth IRA. Elections must generally be made by December 31 of the year following your death. If timely elections are not made, distributions to designated beneficiaries who are individuals will be made using the life expectancy option. The default provision for designated beneficiaries that are not individuals is the 5-year method. If your beneficiary (ies) fails to withdraw the required amount in any tax year, he or she may be subject to a 50% excess accumulation penalty tax on the amount that should have been withdrawn but was not distributed.

CUSTODIAN NOT YOUR ADVISOR

UMB Bank, n.a., UMB Distribution Services, LLC, Grand Distributions Services, LLC, and UMB Fund Service, Inc. expressly disclaim any right, duty, authority or responsibility to furnish legal or tax advice relating to your IRA, including but not limited to present or future tax consequences to you or others which may result from the establishment or maintenance of the Custodial Account, the permissible amounts or deductibility of contributions, the effect of withdrawals, the selection of payment options or beneficiaries, any matters pertaining to prohibited transactions, and any other matter whatsoever. You are advised and encouraged to consult with professional counsel of your own selection respecting all such matters.

TAX WITHHOLDING

All withdrawals from your Roth IRA (except the earnings attributable to a return of excess contributions) are presumed to be nontaxable and therefore are not subject to Federal income tax withholding. You are liable for all state and federal taxes payable due to the distribution.

CORRECTIONS OF EXCESS CONTRIBUTIONS

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Any amount you contribute for a tax year that exceeds the allowable contribution amount is an excess contribution and subject to a 6% penalty tax for each year it remains in your Roth IRA. You may avoid the penalty tax if you remove the excess contribution along with the net income attributable to the excess before your tax return due date, plus extensions. For assistance in calculating the net income attributable to an excess contribution using an IRS-approved method, refer to IRS Notice 2000-39 and/or your tax advisor. The net income must be included in your taxable income. If you are under age 59½ and do not qualify for an exception, the net income is also subject to the IRS 10% premature distribution penalty. File IRS Form 5329 to pay any excise taxes you owe.

To correct an excess contribution after your tax filing due date (plus extensions), you may withdraw the excess amount (no earnings need to be withdrawn). Alternatively, if you are eligible to contribute in a subsequent year, you may correct the excess amount by redesignating the amount to a subsequent year. Regardless of which method you use to correct the excess after your tax return due date, plus extensions, the 6% penalty is required for each year it remained in the Roth IRA.

PROHIBITED TRANSACTIONS

If you (or your beneficiary (ies) when you die) engage in a "prohibited transaction" with your Roth IRA, the Roth IRA will be disqualified and the entire Roth IRA will be treated as a distribution. If you are under age 59½, the 10% premature distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the Roth IRA, selling property to the Roth IRA, receiving unreasonable compensation for managing the Roth IRA, or buying property with Roth IRA funds for your personal use.

USING YOUR ROTH IRA AS SECURITY FOR A LOAN

If you (or your beneficiary (ies) when you die) pledge all or part of your Roth IRA as security for a loan, the amount pledged is treated as a distribution. If you are under age 59½, the amount pledged may also be subject to the 10% premature distribution penalty.

INHERITED ROTH IRA

Contributions to Inherited Roth IRAs. Except for direct rollovers of designated Roth assets from a deceased participant's 401(k) plan(s) or 403(b) arrangement(s), qualified rollover contributions from inherited eligible retirement plan(s) other than a Roth IRA and direct transfers from another Inherited Roth IRA, no other contribution types are allowed to be contributed to the Inherited Roth IRA, unless defined as allowable under the Code or Regulations.

> **Rollover of Designated Roth Contributions.** Eligible rollover distributions of designated Roth assets from a deceased participant's Roth 401(k) plan(s) or Roth 403(b) arrangement(s) may be rolled over by a nonspouse beneficiary to an Inherited Roth IRA. Rollovers to an Inherited Roth IRA must be sent directly from the plan administrator to the Inherited Roth IRA. The nonspouse beneficiary may not have constructive receipt of the assets. The nonspouse beneficiary is solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If a nonqualified distribution is rolled over from Roth 401(k) or Roth 403(b) to a Roth IRA, the nontaxable and taxable rollover amounts must still be tracked. If a qualified distribution from a Roth 401(k) or Roth 403(b) is rolled over, the entire amount of the rollover contribution is considered basis in the Roth IRA.
>
> **Qualified Rollover Contributions.** If current eligibility requirements as defined by the Code and Regulations are met, a nonspouse beneficiary may make a qualified rollover contribution to a Roth IRA from an eligible retirement plan other than a Roth IRA. A qualified rollover contribution must be sent in a direct trustee-to- trustee transaction from the distributing plan to the Inherited Roth IRA. The nonspouse beneficiary may not have constructive receipt of the assets. For assistance in determining qualified rollover contribution eligibility and the tax consequences of such a transaction, consult a tax advisor.
>
> A nonspouse beneficiary ineligible to make a qualified rollover contribution to a Roth IRA may be eligible to recharacterize such contribution pursuant to the Code and Regulations.

Distributions to Inherited Roth IRA Owners. After the Inherited Roth IRA Owner rolls over the decedent's employer plan assets, beneficiary payouts must continue as prescribed by the Code and Regulations.

MISCELLANEOUS

Nonforfeitability. Your interest in your Roth IRA is nonforfeitable at all times.

Custodian. The Custodian of your Roth IRA must be a bank, a federally insured credit union, a savings and loan association, or an entity approved by the IRS to act as custodian.

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Investment Restrictions. Money in your Roth IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code Section 408(m). However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

No Commingling. Assets in your Roth IRA may not be combined with other property, except in a common trust fund or common investment fund.

Beneficiary Designation. You may designate a beneficiary for your Roth IRA by completing a written designation in a form and manner acceptable to your Roth IRA Custodian. When you die, the proceeds of your Roth IRA will be paid to your designated beneficiary (ies). If you do not designate a beneficiary, your Roth IRA will be paid to your estate when you die.

Tax Free Earnings. When you take qualified distributions from your Roth IRA, both the contributions and the earnings are tax free. Note, however, if you take non-qualified distributions as discussed earlier, the earnings may be subject to taxes and penalties, if applicable.

Estate Tax. Generally, for federal estate tax purposes, your Roth IRA assets are includable in your gross estate when you die. However, if your spouse is your beneficiary, the Roth IRA may qualify for the marital deduction. Consult your tax and/or legal advisors for specific guidance.

Tax Filing. You are responsible for filing the applicable IRS forms to properly report certain activities, taxable income and/or penalties associated with your Roth IRA.

IRS Form. This Roth IRA uses the precise language of IRS Form 5305-RA and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

ADDITIONAL INFORMATION

Additional Information. Additional information about the rules and options regarding your Roth IRA may be found in IRS Publication 590, the instructions to the IRS forms and on the IRS website at www.irs.gov.

UMB PRIVACY STATEMENT:

UMB Financial Corporation and its family of companies ("UMB") firmly believe that protecting the privacy and security of our customers' information is one of our primary and fundamental responsibilities. We are dedicated to protecting your confidential information as set forth in this Privacy Statement.

We understand that you expect the personal information you have entrusted to us to be handled with great care. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as necessary to provide UMB services or as otherwise permitted or required by law. Please be assured that we will never provide medical information that we may obtain through insurance applications to any affiliate or to any associate without a need to know.

OUR SECURITY PROCEDURES. We keep your information secure by:

- Maintaining physical, electronic and procedural safeguards that comply with or exceed federal standards to guard your nonpublic personal information, including the prompt disposal of all unnecessary customer information.
- Limiting access to information about you to those associates who need to know that information to provide you products or services.
- Training our associates about the importance of maintaining the confidentiality of customer information. We take appropriate disciplinary action to enforce our associates' privacy responsibilities.
- Requiring companies that do work for us on your behalf to protect information, and only provide them with information that we believe is necessary to fulfill their responsibilities.

INFORMATION WE COLLECT. We collect and use different types of information about you to assist in servicing your accounts and managing our relationship with you. For example, we will use information we gather to identify you during a transaction in order to protect your identity and your account. Information you provide will also help us understand your financial needs as we design or improve our products and services.

The information we gather comes from a variety of sources, including:

- Information you provide to us (such as name, address and telephone number).
- Information about your transactions with UMB (such as account balance and payment history).
- Information we receive from credit reporting agencies and other companies and agencies (such as your credit history).

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SHARING OR USING INFORMATION ABOUT YOU WITH AFFILIATES. We are permitted by law to share information about our experiences or transactions involving you or your account with our affiliates. We may also share "other" information about you or your account (such as information we receive from you through applications and information from credit bureaus) with our affiliates. You may instruct us not to share "other" information about you or your account. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices.* The information we share about you within our family of companies assists in serving you more efficiently, offering you products and services that we believe would benefit you, and making it easier to do business with us.

Our affiliates offer important services and products that provide you with the highest quality financial services. However, you may limit our affiliates from marketing their products or services to you based on credit or transaction information about you that they receive from other UMB companies. This information includes your income, your account balance, your payment history and your credit score. Your decision to limit the marketing offers you receive from our affiliates will not expire unless you revoke it. This limitation does not apply in certain circumstances, such as if you currently do business with one of our affiliates. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices.*

YOUR OPT OUT CHOICES. You may direct us not to allow UMB companies to share or use information about you in two ways:

- *Option 1:* Directs UMB not to share certain nonpublic personal information among its affiliates, such as information we receive from you through applications and information from credit bureaus. UMB may still share, by law, experience and transaction information with our affiliates.
- *Option 2:* Limits UMB affiliates from marketing their products and services to you based on credit or transaction information about you that they receive from other UMB companies. UMB affiliates will still be able to market products to you, but they will not be able to use application and credit information to do so.

To opt out, call us at 800.441.9535, or if in Kansas City, call 816.860.5780. When you call, please provide your name, address, social security number and birth date. You should also list the accounts and services you have with us so that we can be sure that we have identified all of our relationships with you. Please designate whether you are selecting Option 1, Option 2 or both.

You cannot opt out on behalf of any other customer, unless you are a joint accountholder with that person. To opt out for another joint accountholder, you must provide the joint accountholder's name, address, social security number and birth date, as well as all of their accounts and services.

FOR CREDIT AND DEBIT CARD CUSTOMERS. If a bank or company name other than UMB appears on your credit or debit card, we will not share nonpublic personal information about you or your account with our affiliates.

THIRD PARTIES. We are permitted by law to disclose nonpublic personal information about you in certain circumstances to third parties that are not part of the UMB family of companies. For example, we may share information with companies that print checks for us, mail customer statements or letters or provide data processing services. These companies are acting on our behalf when they provide these services and are obligated by contract to maintain the information they receive in a confidential manner. They are not authorized to use the information for any other purpose. We also provide information:

- When you authorize us to release information
- To credit reporting agencies
- To other parties when it is necessary or helpful in completing a transaction you initiate or to service your account, including other financial institutions and networks involved in processing your transactions
- To comply with a law, regulation, court order or subpoena
- To verify the existence of your account and general information about the condition of your account for a merchant or other financial institution
- In response to an inquiry about whether a check you have written on an account will clear
- To local, state and federal authorities if we believe a crime may have been committed involving your account
- To our independent auditors, consultants or attorneys and agencies that regulate us

We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Those third parties contractually agree not to use the information for any other purpose.

EFFECTIVE DATE. This privacy statement is effective June 1, 2009. We reserve the right to periodically change our statement from time to time, but will not do so without first notifying you of any change.

UMB companies that have adopted this Privacy Statement:

UMB Bank, n.a.
UMB Bank Arizona, n.a.
UMB Bank Colorado, n.a.
UMB National Bank of America
UMB Financial Services, Inc.
UMB Scout Insurance Services, Inc.

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SIMPLE INDIVIDUAL RETIREMENT ACCOUNT CUSTODIAL AGREEMENT & DISCLOSURE STATEMENT

SIMPLE IRA DISCLOSURE STATEMENT

(Used with Form 5305-SA)

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your SIMPLE IRA. It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult your advisors and/or your state taxing authority concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to your SIMPLE IRA. The Custodian does not act as your advisor. In addition to the transactions outlined in this SIMPLE IRA Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference.

RIGHT TO REVOKE YOUR IRA

You may revoke your SIMPLE IRA within 7 days after you sign the IRA Application by hand delivering or mailing a written notice your investment provider, C/O UMB Funds Services, Inc 803 W Michigan Street, Milwaukee, WI 53233. If you revoke your SIMPLE IRA by mailing a written notice, such notice must be postmarked by the 7th day after you sign the Application. If you revoke your IRA within the 7-day period you will receive a refund of the entire amount of your contributions to the SIMPLE IRA without any adjustment for earnings or any administrative expenses. If you exercise this revocation, we are still required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.

GENERAL

A SIMPLE IRA plan is a tax-favored retirement plan that certain small employers may establish for the benefit of their employees. Your employer has chosen to establish a SIMPLE IRA plan and will make plan contributions on your behalf to your SIMPLE IRA for each year you are eligible. Specific information regarding your eligibility to participate in your employer's SIMPLE IRA plan is included in the summary description provided to you by your employer.

CONTRIBUTIONS

Cash. Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., check, ACH or wire).

Type. Contributions under a SIMPLE IRA plan are in the form of employee salary deferrals, employer contributions (either matching or non-elective) and any other type permitted by the Code or Regulations.

Employee Deferrals. Employee salary deferrals may not exceed the lesser of 100% of your compensation or $11,500 for 2012 ($12,000 for 2013). If you are age 50 or older by the close of the plan year, you may make an additional contribution to your SIMPLE IRA. The maximum additional contribution is $2,500 for both 2012 and 2013.

The maximum employee salary deferral amounts listed above will be increased annually to reflect cost-of-living adjustments, if any.

Employer Contributions. There are two types of employer contributions: matching or non-elective employer contributions. Your employer will notify you each year of the contribution type and amount. If your employer elects matching contributions, your employer will match your deferrals up to 3% of your compensation. However, in some years, a lesser amount may be contributed. Your employer will notify you if a lesser amount is contributed. Instead of matching contributions, your employer may make non-elective contributions equal to 2% of your compensation.

Rollovers. Generally, a rollover is a movement of cash or assets from one retirement plan to another. If you receive property as part of the distribution, the rollover is tax free only if the same property is rolled over. If you are required to take minimum distributions because you are age 70½ or older, you may not roll over any required minimum distributions. Both the distribution and the rollover deposit are reportable when you file your income taxes. You must irrevocably elect to treat such contributions as rollovers.

> **SIMPLE IRA to SIMPLE IRA Rollover.** You may withdraw, tax free, all or part of the amounts in your SIMPLE IRA and reinvest them within 60 days into the same or another SIMPLE IRA. You may only roll over one distribution from each SIMPLE IRA every 12 months. In addition, a distribution from a SIMPLE IRA that receives a rollover contribution is also prohibited from being rolled over until 12 months has elapsed. The 12-month waiting period begins on the date you receive the SIMPLE IRA distribution, not on the date you roll it over into a SIMPLE IRA. If you roll over the entire distribution into your SIMPLE IRA, you do not have to include the distribution as taxable income. Any amount not properly rolled over within the 60-day period or any amount you keep will generally be taxable in the year distributed and may be subject to the 10% premature distribution penalty tax if you are under age 59½ (and do not qualify for an exception). The penalty increases to 25% if you retain amounts withdrawn within two years of your initial SIMPLE IRA contribution (and do not qualify for an exception).
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> **SIMPLE IRA to Traditional IRA Rollover.** To complete a rollover of your SIMPLE IRA to your Traditional IRA, at least two years must have elapsed from your initial SIMPLE IRA contribution. The two-year waiting period begins on the first day you participated in your employer's SIMPLE IRA plan. If the two-year period has elapsed, you may withdraw, tax free, all or part of the amount in your SIMPLE IRA if you reinvest those amounts within 60 days into your Traditional IRA. You may only roll over one distribution from each SIMPLE IRA every 12 months. . In addition, a distribution from a SIMPLE IRA that receives a rollover contribution is also prohibited from being rolled over until 12 months has elapsed. The 12-month waiting period begins on the date you receive the SIMPLE IRA distribution, not on the date you roll it over into an IRA.

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If you complete a rollover of the entire distribution into your IRA, you do not have to report the distribution as taxable income. Any amount not properly rolled over within the 60-day period or any amount you keep will generally be taxable in the year distributed. Further, if you are under age 59½ and do not qualify for an exception, such amounts are subject to the 10% premature distribution penalty tax (or a 25% penalty tax if the distribution is within two years of your initial SIMPLE IRA contribution).

SIMPLE IRA Rollover to Employer's Retirement Plan. After you have been a SIMPLE IRA participant for two years you may roll your SIMPLE IRA to your employer's retirement plan if your employer's retirement plan accepts rollovers from a SIMPLE IRA. If your employer's retirement plan accepts rollovers from IRAs, you may complete a direct or indirect rollover of your pre-tax assets in your Traditional IRA.

Employer Retirement Plan to SIMPLE IRA Rollover Not Eligible. Distributions from your employer's retirement plan are not eligible to roll over to your SIMPLE IRA.

Conversion of SIMPLE IRA to Roth IRA. Generally, after you have been a SIMPLE IRA plan participant for two years, you may convert all or part of your SIMPLE IRA to a Roth IRA provided you meet any applicable eligibility requirements as defined in the Code and Regulations. Amounts converted are treated as taxable distributions. However, when you convert your SIMPLE IRA to a Roth IRA and you are under age 59½, the premature distribution penalty does not apply. Required minimum distributions may not be converted to a Roth IRA.

Recharacterize a Conversion. You may "recharacterize" a conversion made from your SIMPLE IRA to a Roth IRA. Both the conversion amount along with the net income attributable to the conversion must be transferred. If there was a loss, the amount of any loss will reduce the amount you recharacterize. The deadline for completing a reacharacterization is your tax return due date (including any extensions) for the year in which the distribution that was converted was withdrawn. Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606.

Reconversion. A reconversion occurs when you convert SIMPLE IRA assets that have been previously converted and recharacterized. A reconversion must occur in a subsequent year to the prior conversion, or if later, after 30 days has elapsed since the recharacterization.

Transfers. You may move your SIMPLE IRA from one trustee or custodian to a SIMPLE IRA maintained by another trustee or custodian by requesting a direct transfer. Because the transfer is done directly between IRA trustees or custodians and no distribution is made to you, the transfer is neither taxable nor reportable. Federal law does not limit the number of transfers you may make during any one year.

Transfers Incident to Divorce. Under a valid divorce decree, separate maintenance decree, or other valid court order, your SIMPLE IRA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's SIMPLE IRA.

TAX TREATMENT OF SIMPLE IRA CONTRIBUTIONS

No Deduction. No tax deduction is allowed for either your salary deferrals or your employer contributions. Amounts you elect to defer reduce your taxable income for the year. When you participate in your employer's SIMPLE IRA plan, you are considered an "active participant" in a retirement plan that may affect your ability to deduct contributions you make to your Traditional IRA.

Tax Credit. You may be eligible for a tax credit for your salary deferrals to your SIMPLE IRA. The maximum annual tax credit is $1,000, and if you are eligible, the credit will reduce the federal income tax you owe dollar for dollar. You may be eligible for the tax credit if you are age 18 or older, not a dependent of another taxpayer, and not a full-time student.

DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all of your SIMPLE IRA balance at any time. However, certain taxes and penalties may apply.

Tax Treatment. In general, distributions from your SIMPLE IRA are taxed as ordinary income in the year you receive them. Some amounts are not taxable. Examples include rollovers, direct transfers and corrections of certain excess contributions. In addition, certain distributions may be subject to additional penalties as explained below. If you have made nondeductible contributions to a Traditional IRAs, a portion of each distribution from your SIMPLE IRA is nontaxable. The nontaxable amount is the pro rata portion of the distribution that represents your remaining nondeductible contributions based upon the value of all your IRAs. For assistance in determining the nontaxable portion, consult your tax advisor, instructions to IRS Forms 1040 and 8606, and IRS Publication 590.

Distributions Before Age 59½. Generally, if you are under age 59½ and take a distribution, it is referred to as an "early or premature distribution." Premature distributions are includible in gross income and are also subject to a 10% IRS penalty tax. The premature distribution penalty is increased to 25% on any distributions taken before you have been a SIMPLE IRA participant for two years. The two-year waiting period begins on the first day you participated in your employer's SIMPLE IRA plan. However, certain exceptions apply to the premature distribution penalty. These are summarized below.

1. You have unreimbursed medical expenses that are more than the applicable percentage of your adjusted gross income and provided certain conditions apply.
2. The distribution is to pay your medical insurance premiums if you are unemployed and receive federal of state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution during that or the succeeding tax year.
3. A physician certifies that you are disabled as defined by the Code.
4. You are receiving substantially equal periodic payments consistent with the Code and Regulations.

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5. The distributions are not more than your or your spouse's expenses or those of your and your spouse's child, or grandchild for attendance at a post-secondary education institution.
6. The distribution, of up to a $10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer.
7. The distribution is due to an IRS levy on the SIMPLE IRA.
8. The distribution is a "qualified reservist distribution" as defined by the Code.
9. The distribution is properly rolled over or directly transferred to an eligible employer plan, Traditional IRA or another SIMPLE IRA.
10. The distribution is a result of a valid divorce decree and is transferred to your ex-spouse's IRA, provided certain conditions apply.
11. The distribution is a proper return of an excess contribution.

Reporting Premature Distribution Penalty Tax. You may have to report the IRS early distribution penalty tax by filing a completed Form 5329 with the IRS along with your payment.

Distributions After Age 59½ and Before the Year You Reach Age 70½. Once you reach age 59½ but before the year you reach age 70½, distributions from your SIMPLE IRA are optional and amounts you keep will generally be subject to ordinary income tax.

Required Distributions At Age 70½. You must begin taking distributions from your SIMPLE IRA no later than April 1 following the year you reach age 70½. Subsequent distributions must be taken by December 31 each year after you reach age 70½. Generally, each year determine your RMD by taking your SIMPLE IRA balance as of December 31 of the prior year and dividing it by a distribution period (determined by the applicable IRS life expectancy table). Each year you are subject to the RMD requirements, your Custodian will provide you with a notice. Along with the distribution deadline, the notice will either inform you of your RMD amount or provide you with guidance on how to contact the Custodian for assistance in determining your RMD. Your Custodian is also required to notify the IRS each year you are required to take an RMD.

If you have more than one SIMPLE IRA, you must determine the RMD separately for each SIMPLE IRA. However, you may total the RMDs and take the total from any one or more of your IRAs.

If you do not take the required minimum distribution (RMD) or the distribution is not large enough, you may be subject to a 50% excess accumulation excise tax on the amount not distributed as required.

For additional information regarding your RMD, consult your tax advisor and/or IRS Publication 590.

Special Tax Treatment. IRA distributions are not eligible for capital gains treatment or lump-sum income averaging.

DISTRIBUTIONS TO YOUR BENEFICIARIES WHEN YOU DIE

Any amounts remaining in your SIMPLE IRA at your death will be paid to your beneficiary(ies). When you die, the rules determining the distribution of your SIMPLE IRA balance depend on a number of factors, including whether you had a "designated beneficiary," your relationship to the beneficiary (spouse or nonspouse) and whether you died before or after RMDs were required to begin.

Designated Beneficiary. A "designated beneficiary" is determined based on the beneficiary(ies) designated as of the date of your death and who remain(s) your beneficiary(ies) on September 30th of the calendar year following the calendar year of your death.

If You Die Before RMDs Are Required To Begin. Generally, if you die before April 1 following the year you reach age 70½ and your designated beneficiary(ies) is an individual, he or she may elect a distribution method. Your beneficiary(ies) may elect to deplete the SIMPLE IRA by the end of the fifth calendar year following your death or to receive payments based on the designated beneficiary(ies)'s life expectancy(ies). If life expectancy payments are elected, the payments must begin by December 31 of the first calendar year following your death. However, if your spouse is your sole designated beneficiary, he or she may delay the first distribution until December 31 of the year you would have attained age 70½ if later.

If your surviving spouse is the sole designated beneficiary of your SIMPLE IRA, he or she may elect to treat your SIMPLE IRA as his or her own. Regardless of whether your spouse is the sole designated beneficiary, he or she may roll distributions from your IRA into his or her own IRA within 60 days of receipt. If your designated beneficiary is not an individual (e.g., a charity, your estate, etc.), your SIMPLE IRA must be distributed by the end of the fifth calendar year following your death.

Generally, each beneficiary may elect the timing and manner regarding the distribution of his or her portion of the SIMPLE IRA. Elections must generally be made by December 31 of the year following your death. If timely elections are not made, your beneficiary is required to take distributions according to the applicable default provision. The default distribution option for designated beneficiaries who are individuals is the life expectancy option and the default distribution option for designated beneficiaries that are not individuals is the 5-year method. If your beneficiary(ies) does not withdraw the required amount within the prescribed timeframe, he or she may be subject to the 50% excess accumulation penalty tax on the amount that should have been withdrawn but was not distributed.

If You Die On or After RMDs Are Required To Begin. If you die after April 1 following the year you attain age 70½, the designated beneficiary(ies) must continue taking distributions from your SIMPLE IRA. The longest timeframe for receiving payouts is over the life expectancy of the designated beneficiary(ies) or based on your remaining life expectancy factor, had you not died, whichever period is longer. Distributions must commence by December 31 of the calendar year following your death. If your designated beneficiary is not an individual (e.g., a charity, your estate, etc.), your SIMPLE IRA must be distributed using your single life expectancy (had you not died) reduced by one each year. If your surviving spouse is the sole designated beneficiary of your SIMPLE IRA, he or she may elect to treat your SIMPLE IRA as his or her own. Regardless of whether your spouse is the sole designated beneficiary, he or she may roll distributions from your IRA into his or her own IRA within 60 days of receipt.

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WITHHOLDING

Nonperiodic, distributions from your SIMPLE IRA are subject to 10% federal income tax withholding unless you elect to waive withholding. Any amounts withheld are remitted to federal depositories in prepayment of your federal income tax liability. You may elect in writing to waive withholding, in which case, no taxes will be withheld from your distribution. You are liable for all state and federal taxes payable due to the distribution.

EXCESS CONTRIBUTIONS

An excess may be created from your salary deferrals or from your employer's contributions (either matching or nonelective).

PROHIBITED TRANSACTIONS

If you (or your beneficiary(ies) when you die) engage in a "prohibited transaction" with your SIMPLE IRA, the SIMPLE IRA will be disqualified and the entire SIMPLE IRA will be treated as a distribution. If you are under age 59½, the 10% premature distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the SIMPLE IRA, selling property to the SIMPLE IRA, receiving unreasonable compensation for managing the SIMPLE IRA, or buying property with SIMPLE IRA funds for your personal use.

FINANCIAL DISCLOSURE

Since you determine the investment program for your SIMPLE IRA and select securities and other assets to be purchased and sold, the value of your SIMPLE IRA will depend on the investment decisions made by you or your investment advisor. No guarantees of any nature concerning growth projections, earnings rates, or future security values are made. The method for computing and allocating annual earnings on your investments will vary with the nature and issuer of investments chosen. Refer to the prospectus or investment contract(s) for the method(s) used for computing and allocating annual earnings. All ordinary expenses related to directed security transactions, such as brokerage commissions on purchases and sales, are expenses of the Custodial Account and will be charged directly to the Custodial Account.

A reasonable hourly charge will be assessed for extraordinary services for the following:

- Time expended terminating the Custodial Account
- Searching and tracking down beneficiaries and beneficiary information following the death of the Participant (or beneficiaries) including court costs for determining the proper course of action.

CUSTODIAN NOT YOUR ADVISOR

UMB Bank, n.a, UMB Distribution Services, LLC, Grand Distribution Services, LLC and UMB Fund Service, Inc. expressly disclaim any right, duty, authority or responsibility to furnish legal or tax advice relating to your IRA, including but not limited to present or future tax consequences to you or others which may result from the establishment or maintenance of the Custodial Account, the permissible amounts or deductibility of contributions, the effect of withdrawals, the selection of payment options or beneficiaries, any matters pertaining to prohibited transactions, and any other matter whatsoever. You are advised and encouraged to consult with professional counsel of your own selection respecting all such matters.

USING YOUR SIMPLE IRA AS SECURITY FOR A LOAN

If you (or your beneficiary(ies) when you die) pledge all or part of your SIMPLE IRA as security for a loan, the amount pledged is treated as a distribution. If you are under age 59½, the amount pledged may also be subject to the premature distribution penalty tax.

MISCELLANEOUS

Nonforfeitability. Your interest in your SIMPLE IRA is nonforfeitable at all times.
Custodian. The Custodian of your SIMPLE IRA must be a bank, a federally insured credit union, a savings and loan association, or an entity approved by the IRS to act as custodian.
Investment Restrictions. Money in your SIMPLE IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code section 408(m). However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.
No Commingling. Assets in your SIMPLE IRA may not be combined with other property, except in a common trust fund or common investment fund.
Beneficiary Designation. You may designate a beneficiary for your SIMPLE IRA by completing a written designation in a form and manner acceptable to the Custodian. When you die, the proceeds of your SIMPLE IRA will be paid to your designated beneficiary(ies). If you do not designate a beneficiary, your SIMPLE IRA will be paid to your estate when you die.
Tax-Deferred Earnings. The earnings on your SIMPLE IRA balance accumulate tax-deferred, meaning they are not taxable until distributed from your SIMPLE IRA.

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Estate Tax. Generally, for federal estate tax purposes, your SIMPLE IRA assets are includable in your gross estate when you die. However, if your spouse is your beneficiary, your SIMPLE IRA may qualify for the marital deduction. Consult your tax and/or legal advisors for specific guidance.
Tax Filing. You are responsible for filing the applicable IRS forms to report any taxable income or penalties associated with your SIMPLE IRA.
IRS Form. This SIMPLE IRA uses the precise language of IRS Form 5305-SA and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.
Additional Information. Additional information about the rules and options regarding your SIMPLE IRA may be found in IRS Publications 560 and 590, the summary description provided by your employer and on the IRS website at www.irs.gov.

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