

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

Form 5305-RA (Revised March 2002) under Section 408A of the Internal Revenue Code (Code)

The Depositor whose name appears on the Adoption Agreement is establishing a Roth Individual Retirement Account (IRA) under Section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

Pershing LLC, the Custodian, has given the Depositor the disclosure statement required under Regulations Section 1.408-6.

The Depositor and the Custodian make the following agreement (the "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 age 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost of living adjustment, if any.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund [within the meaning of Section 408(a)(5)].
2. No part of the Custodial Account funds may be invested in collectibles [within the meaning of Section 408(m)] except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins; coins issued under the laws of any state; and certain bullion.

ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated Beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated Beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated Beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy [in the Single Life Table in Regulations Section 1.401(a)(9)-9] of the designated Beneficiary using the attained age of the Beneficiary in the year following the year of the Depositor's death and subtracting one 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 (the "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 and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE IX

1. Definitions

- (a) "Account," "Custodial Account," or "Roth IRA" shall mean the Roth Individual Retirement Custodial Account established hereunder for the benefit of the Depositor and/or his or her Beneficiary or Beneficiaries.
- (b) "Agreement" shall mean the Pershing LLC Roth Individual Retirement Custodial Agreement and Disclosure Statement, including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Account Application and the Designation of Beneficiary filed with the Custodian, may be proved either by an original copy or a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic imaging, or other means of electronic transmission.
- (c) "Application," "Account Application," or "Adoption Agreement" shall mean the Application by which this Account is established by the Agreement between the Depositor and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) "Beneficiary" shall mean the person, persons, entity, or entities (for instance, a trust), designated from time to time by a Participant or Participant's surviving spouse to receive benefits by reason of the death of the Participant or of such spouse, or the person or persons described in Article IX, Section 6(c), of the Plan who would otherwise be entitled to receive such benefits.
- (e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- (f) "Custodian" shall mean Pershing LLC.
- (g) "Depositor" or "Participant" shall mean an individual who adopts the Plan and who makes contributions or on whose behalf contributions are made to his or her Account pursuant to the Plan. If a Spousal Account is established, "Depositor" or "Participant" shall also mean the spouse on whose behalf such Account is established, where the context so requires, and the Beneficiary of the Depositor following the death of the Depositor.
- (h) "IRA Conversion Contributions" shall mean amounts rolled over, transferred, or considered transferred from a Traditional IRA to a Roth IRA.
- (i) "Traditional IRA" shall mean an individual retirement account or annuity described in Section 408(a), 408(b), 408(k), or 408(p) of the Code.
- (j) "Plan" shall mean this Pershing LLC Roth Individual Retirement Custodial Account Plan, as it may be amended from time to time, in accordance with Article VIII of the Plan.
- (k) "Roth Conversion IRA" shall mean a Roth IRA that accepts IRA Conversion Contributions made during the same tax year.
- (l) "Spousal Account" shall mean an Account established by a Participant on behalf of the Participant's nonemployed spouse or by an eligible divorced or legally separated spouse.

2. Notices and Change of Address

- (a) Any required notice regarding this Roth IRA will be considered effective when mailed by the Custodian to the last address of the intended recipient which is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The last address of the Participant on the records of the Custodian will be the address used for any tax withholding, disbursement, and reporting required by taxing authorities. The Participant will notify the Custodian of any change of address.
- (b) *Representations and Responsibilities.* The Participant represents and warrants to the Custodian that any information the Participant has given or will give to the Custodian with respect to this Agreement is complete and accurate. Further, the Participant promises that any direction given by the Participant to the Custodian, or any action taken by the Participant will be proper under this Agreement. The Custodian will not be responsible for the Participant's actions or failures to act. Likewise, the Participant shall not be responsible for the Custodian's actions or failure to act; provided however, that the Custodian's duties and responsibilities under this Agreement are limited to those specifically stated in the Agreement and no other or further duties or responsibilities shall be implied.

3. Contributions

- (a) *No Maximum Age for Contributions.* A Participant may continue to contribute to a Roth IRA so long as the Participant has earned income and his or her adjusted gross income is within the range set forth in Article II, regardless of the Participant's age.
- (b) *Roth IRA Rollover Contributions*
 - (i) If directed by the Depositor, the Custodian shall open and maintain a separate Account for each Roth IRA rollover contribution described in Section 408A(c)(3)(b), 408A(c)(6), or 408A(e) of the Code.
 - (ii) If the Depositor desires to rollover or transfer assets other than cash to his or her Roth IRA, the Custodian shall accept such assets only if they are compatible with the Custodian's administrative or operational requirements and regular business practices.
 - (iii) Unless otherwise directed by the Depositor, any Roth IRA rollover contribution made by a Participant may be combined with any other of the Depositor's Accounts and further contributions may be made to that Account.
- (c) *IRA Conversion Contributions*
 - (i) If directed by the Depositor, the Custodian shall open and maintain a separate account for each IRA Conversion Contribution described in Section 408A(c)(3), 408A(d)(3), or 408A(e) of the Code.
 - (ii) If the Depositor's IRA Conversion Contribution includes assets other than cash, the Custodian shall accept such assets only if they are compatible with the Custodian's administrative or operational requirements and regular business practices.

- (d) **Commingling Regular Roth IRA and IRA Conversion Contributions.** The Depositor may, if permitted by the Custodian, combine annual Roth IRA contributions and IRA Conversion Contributions in the same Account. The Depositor or his or her agent shall designate to the Custodian each contribution as an annual Roth IRA contribution or an IRA Conversion Contribution in a form and manner acceptable to the Custodian. Notwithstanding the designation of any particular contribution made to the Account, the Account shall be established and treated as a Roth IRA.
- (e) **Excess Contributions.** The Depositor is responsible for the determination of any excess contributions and the timely withdrawal thereof. If the IRS or the Depositor notifies the Custodian in writing that the contributions to the Account have exceeded the contribution limitations described in Article I of the Plan, the Custodian shall distribute from the Account to the Depositor the amount of such excess contribution and, as determined by the Depositor, any income attributable thereto. The Depositor may revoke such notice in writing if the IRS has not notified the Custodian of its determination that the excess contribution was willfully made by the Depositor. The Custodian, at the request of the Depositor, may credit as a contribution for the current taxable year, the amount shown in the notice of the Depositor revoking his or her prior notification.
- (f) **Contribution Deadlines**
 - (i) **Regular Roth IRA Contributions.** The last day to make annual Roth IRA contributions for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of Treasury or the Internal Revenue Service for the taxable year for which the contribution relates. The Depositor shall designate, in a form and manner acceptable to the Custodian, the taxable year for which such contribution is made.
 - (ii) **IRA Conversion Contributions.** IRA Conversion Contributions must generally be made by December 31 of the year to which the conversion contribution relates. In addition, IRA Conversion Contributions made as a rollover from a Traditional IRA must be deposited in a Roth IRA within 60 days of the distribution from the Traditional IRA.
 - (iii) **Recharacterizations.** A contribution that constitutes a recharacterization of a prior Traditional IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year. For these purposes, IRA Conversion Contributions that cross the Depositor's tax years are treated as having been made in the earlier tax year.

4. **Recharacterization of Roth IRA Contributions**

If the Depositor so directs, the Custodian will accept recharacterized contributions made by the Depositor to another IRA, and the earnings thereon, via a trustee-to-trustee transfer to the Custodian to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian. The Custodian shall accept assets other than cash deposited to the Account only if they are compatible with the Custodian's administrative or operational requirements and regular business practices. If the Depositor so directs, contributions and the earnings thereon made by the Depositor to the Custodial Account may be transferred ("recharacterized") via a trustee-to-trustee transfer to a trustee or custodian of another IRA established by the Depositor. Such transfer shall be processed in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of section 408A of the Code and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

5. **Investment of Contributions**

- (a) **Direction by Participant.** All investment instructions of the Participant shall be accepted by the Custodian in accordance with its established customs and procedures. Each Participant shall direct the Custodian with respect to the investment of all contributions to his or her Account and the earnings thereon. Such direction shall be limited to publicly traded securities, covered call options, long put and long call options, mutual funds, money market instruments, and other investments, to the extent that they are obtainable through and subject to the custody of the Custodian in its regular course of business, and subject to such other limitations as may be agreed to by the Participant and Introducing Broker-Dealer. In the absence of such directions, the Custodian shall have no investment responsibility. All transactions directed by the Participant shall be subject to the rules, regulations, customs, and usages of the exchange, market, or clearing house where executed, and to all applicable federal and state laws and regulations, and to internal policies of the Custodian. The Custodian reserves the right not to accept assets intended for deposit to the Account and may at any time require liquidation of any asset held in the Custodial Account if the Custodian determines that maintaining custody of any such asset is not in accordance with the Custodian's administrative or operational requirements and regular business practices. The Participant understands that the Custodian shall attribute earnings only to assets held in the Account while in the custody of the Custodian. The Participant understands that the income from, and gain, or loss on, each investment the Participant selects for the Account will effect the value of the Account, and that the growth in value of an Account cannot be guaranteed or projected.
- (b) **Direction by Beneficiary.** In the event that the Participant dies before part or all of his or her interest in this Account is distributed to him or her, the remaining assets in the Account shall be invested as directed by the Participant's Beneficiary or Beneficiaries; provided, however, that (1) if the Beneficiary is a trust, such investment directions shall be given by the trustee of such trust, and (2) if the Beneficiary is the Participant's estate, such investment directions shall be given by the personal representative of such estate. In such event, the Beneficiary or Beneficiaries shall be treated as the Participant for all purposes as though he or she were the signatory to the Agreement.
- (c) **No Duty to Review.** The Custodian shall not be under any duty to review or question any direction of the Participant with respect to investments, to review any securities or other property held in trust, or to make suggestions to the Participant with respect to investments. The Custodian will not be liable for any loss that may result by reason of investments made by it in accordance with the directions of the Participant.
- (d) **Delegation of Investment Responsibility.** Regardless of any other provision of this Agreement to the contrary, the Participant may also appoint an investment professional or other person to act as the Participant's representative with authority to direct the Custodian with respect to the investment of assets in the Custodial Account. The appointment, however, will be effective only if (1) the Custodian has received an executed copy of an agreement between the Participant and the representative in a form and manner acceptable to the Custodian which specifies the authority of the representative to act on behalf of the Participant, and (2) the Custodian does not object to acting on the direction of that person, which objection the Custodian may assert for any reason at any time. If the Participant appoints a representative, as provided for above, references to the Participant in the "Investment of Contributions" section of this Agreement and in the "Powers, Duties, and Obligations of the Custodian" section of this Agreement (insofar as pertinent to securities with respect to which the representative has investment authority) are

also to that representative. However, all references in this Agreement to the individual whose Custodial Account is involved and to the making of contributions and the receipt of distributions are only to the Participant. The Participant may revoke the authority of any representative at any time by notifying the Custodian in a form and manner acceptable to the Custodian and the Custodian shall not be liable in any way for the transactions initiated prior to its receipt of such notice.

- (e) **Uninvested Cash.** The Participant shall direct the Custodian as to the investment of all cash which is not currently invested in assets described in Article IX, Section 5(a) of the Plan, and the Participant or his or her legal representative shall direct the Custodian with respect to the investment of cash pending distribution. In the absence of such direction, the Custodian shall have no investment responsibility for such cash and the Custodian shall not be liable for holding such cash uninvested.

6. Withdrawals

- (a) The Depositor may withdraw all or part of his or her Custodial Account balance at any time. All requests for withdrawal shall be in a form and manner provided by or acceptable to the Custodian. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements. If payment is made outside the United States, special federal income tax withholding rules may apply. Distributions made under the Roth IRA may be made in a single sum, periodic payment, or a combination of both.
- (b) **Required Distributions.** The Participant is not required to take a distribution from his or her Roth IRA prior to his or her death. However, at the death of the Participant, his or her Beneficiaries must begin taking distributions unless the sole Beneficiary of the Account is the Participant's spouse and he or she elects to delay distributions until the Participant would have attained age 70 1/2 or the spouse elects to treat the Account as his or her own Roth IRA.
- (c) **Distributions to Beneficiaries.** Following the death of the Participant, the balance of the Participant's Custodial Account shall be distributed to the Participant's designated Beneficiary or Beneficiaries, if any, in accordance with the provisions of Article V of the Plan and in accordance with the Custodian's administrative or operational requirements and regular business practices. A Participant may designate a Beneficiary or Beneficiaries of the Custodial Account at any time, and any such designation may be changed or revoked at any time, by written designation signed by the Participant in a form and manner prescribed by or acceptable to, and filed with, the Custodian. Such designation, change, or revocation shall be effective only upon receipt by the Custodian and only if such receipt shall be during the Participant's lifetime. The latest such designation, change, or revocation shall control. If there is no Beneficiary designation on file with the Custodian, or if the designated Beneficiary has not survived the Participant, the Custodian shall distribute the Custodial Account to the survivors of the Participant in the following order of preference:
 - (i) The Participant's surviving spouse, if any
 - (ii) The Participant's children, if any, in equal shares per stirpes
 - (iii) The Participant's estate

If the Participant designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary or Beneficiaries is entitled, payment will be made to the surviving Beneficiary or Beneficiaries in equal shares. Unless otherwise designated by the Participant in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Participant predeceases the Participant, the Account will be divided equally among the surviving Beneficiary or Beneficiaries. Unless otherwise designated by the Participant in a form and manner acceptable to the Custodian, if there is no primary Beneficiary or Beneficiaries living at the time of the Participant's death, payment of the Participant's Account upon his or her death will be made to the surviving contingent Beneficiary or Beneficiaries designated by the Participant. Unless otherwise specified in the Participant's Designation of Beneficiary, if a Beneficiary does not predecease the Participant but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to the Beneficiary or Beneficiaries designated by the deceased Beneficiary. If there is no Beneficiary designation of the deceased Beneficiary on file with the Custodian, the Custodian shall distribute the Custodial Account to the survivors of the deceased Beneficiary in the following order of preference:

- (i) The deceased Beneficiary's surviving spouse, if any
- (ii) The deceased Beneficiary's children, if any, in equal shares per stirpes
- (iii) The deceased Beneficiary's estate

If the Custodian is unable to make a distribution to a Participant, a Beneficiary, or other distributee because the Custodian cannot ascertain such distributee's whereabouts by writing to the last known mailing address shown on the Custodian's records, if any, the Custodian may hold the proceeds in a non-interest-bearing account until such funds escheat by operation of law. The Beneficiary or Beneficiaries are responsible to ensure that distributions are made in accordance with Article V of the Plan.

- (d) **Account Only Source of Benefits.** The only source of benefit for the Participant, Spouse, or Beneficiary of the Account under this Roth IRA Plan shall be the Custodial Account.
- (e) **Qualifying Terminable Interest Property (QTIP) and Qualified Domestic Trust (QDOT).** The provisions of this Section 6(e) of Article IX of the Plan shall apply if the Depositor has designated a trust for the benefit of his or her spouse (which trust is intended to satisfy the conditions of Section 2056(b)(7) or 2056A of the Code) as Beneficiary of this Roth IRA (hereafter referred to as the "Spousal Trust"), but only if the Depositor, the trustee of the Spousal Trust, or the executor of the estate of the Depositor notifies the Custodian in a written document acceptable to the Custodian of such individual's intention to have this Section apply.

After the death of the Depositor, and upon written direction of the trustee of the Spousal Trust, the Custodian shall distribute to the trustee of the Spousal Trust all of the income of the Account for the year annually or at more frequent intervals as directed by the trustee of the Spousal Trust. No person shall have the power to appoint any part of the Account to any person other than the Spousal Trust. If requested by the trustee of the Spousal Trust, the Custodian shall pay additional amounts from the Account's principal to the Spousal Trust. The trustee of the Spousal Trust or the Depositor's surviving spouse has the right to direct the Custodian to convert nonproductive property into productive property. After the death of the Depositor's surviving spouse, the Custodian shall pay any amounts remaining in the Account in accordance

with written instructions given to it by the trustee of the Spousal Trust. To the extent permitted by Sections 408A(C)(5) and 401(a)(9) of the Code, as determined by the trustee of the Spousal Trust, the surviving spouse of the Depositor who has designated a Spousal Trust as his or her Beneficiary may be treated as the Depositor's Beneficiary for purposes of the distribution requirement of those Code sections. The Custodian shall have no responsibility to determine whether such treatment is appropriate.

- (f) The Custodian shall not be responsible for the purpose, sufficiency, or propriety of any distribution. The Custodian is only authorized to make distributions in accordance with instructions of the Participant, or after the Participant's death, his or her Beneficiary, or as otherwise provided for in this Agreement. Such instructions must be given in a form and manner acceptable to the Custodian.

7. Transfer

- (a) *Transfer.* In the event that the Participant terminates his or her Custodial Account, the Custodian shall distribute or transfer the Account balance in accordance with the Participant's written instructions and in accordance with this Agreement. The Participant authorizes the Custodian to retain such sums as the Custodian may deem necessary for payment of all its fees, compensation, costs, and any expenses, including but not limited to annual maintenance fees and account termination fees, or for payment of any other liabilities which might constitute a charge to either the Account or the Custodian. The balance of any such reserve remaining after the payment of the above items shall be paid, distributed, or transferred upon satisfaction of any such charge. The Custodian shall have no duty to ascertain whether any payment, distribution, or transfer as directed by the Participant is proper under the provisions of the Code, this Agreement, or otherwise.
- (b) *Transfer on Divorce.* A Participant may transfer any portion or all of his or her interest in an Account to a former spouse under a written instrument incident to divorce or under a divorce decree containing transfer instructions acceptable to the Custodian and compliant with the Custodian's administrative or operational requirements and regular business practices, whereupon such Account, or the transferred portion of such Account, shall be held for the benefit of such former spouse subject to the terms and conditions of the Plan.

8. Powers, Duties, and Obligations of Custodian

- (a) *No Investment Discretion.* The Custodian shall have no discretion to direct any investments of an Account, and is merely authorized to acquire and hold the particular investments specified by the Participant. The Custodian will not act as investment advisor or counselor to a Participant and will not advise a Participant or offer any opinion or judgement on any matter pertaining to the nature, value, potential value, or suitability of any investment or potential investment by a Participant.
- (b) *Administrative Powers.* The Custodian may hold any securities acquired hereunder in the name of the Custodian without qualification or description or in the name of any nominee. Pursuant to the Participant's direction, the Custodian shall have the following powers and authority with respect to the administration of each Account:
- (i) To invest and reinvest the assets of the Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for fiduciary investments.
 - (ii) To exercise or sell options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.
 - (iii) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers, or other changes affecting securities held by the Custodian.
 - (iv) To make, execute, and deliver as Custodian any and all contracts, waivers, releases, or other instruments in writing necessary or proper for the exercise of any of the foregoing powers.
 - (v) To grant options to purchase securities held by the Custodian or to repurchase options previously granted with respect to securities held by the Custodian.
- (c) *Proxies.* All proxy and solicitation materials, notices of shareholders' meetings, current prospectuses, and other annual or regular shareholder reports shall, to the extent furnished to the Custodian by the issuers of the securities in the Account, be sent by the Custodian or its delegee to the Participant.
- (d) *Records and Reports.* The Custodian shall keep accurate records of all contributions, receipts, investments, distributions, disbursements, and all other transactions of the Account. Within 120 days (or such other deadline imposed by applicable law) after the close of each calendar year (or after a distribution or transfer of a Participant's Account or upon the Custodian's resignation or removal), the Custodian shall file with the Participant a written report (which may consist of copies of the Custodian's regularly issued account statements) reflecting all transactions affecting the Account for the period in question and including a statement of the assets in the Account and their fair market values. Unless the Participant files a written statement of exceptions or objections to the report with the Custodian within 60 days after mailing of the report, the Participant shall be deemed to have approved such report and the Custodian shall be released from all liability to anyone (including any Participant's spouse or Beneficiary) with respect to all matters set forth in the report. No person other than a Participant, the spouse of a Participant, or Beneficiary may require an accounting.
- (e) *Right to Request Judicial Assistance.* The Custodian shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction that may arise or for instructions. The only necessary party defendant to any such action shall be the Participant, but the Custodian may join any other person or persons as a party defendant. The cost, including attorney's fees, of any such proceeding shall be charged as an administrative expense under Article IX, Section 11, of this Agreement.
- (f) *Scope of Custodian's Duties.* The Custodian shall only have the duties that are specifically set forth in this Plan. The Custodian shall have no duty to ascertain whether contributions or distributions comply with the Plan or the Code. The Custodian shall not make any investments or dispose of any investments held in an Account, except upon the direction of the Participant or in accordance with Article IX, Section 12(d), of the Plan. The Custodian shall not question any such directions of the Participant, review any securities or other property held in an Account, or make suggestions to the Participants with respect to the investment, retention, or disposition of any assets held in an Account.
- (g) *Scope of Custodian's Liability.* The Custodian shall not be liable for any loss of any kind which may result from any action taken by it in accordance with the directions of the Participant or his or her designated agent or attorney in fact or from any failure to act because of the absence of any such directions. The Custodian shall not be responsible for determining whether any contribution or rollover contribution

satisfies the requirements of the Code. The Custodian shall not be liable for any taxes (or interest thereon) or penalties incurred by the Participant in connection with any Account or in connection with any contribution to or distribution from the Account. The Custodian is entitled to act upon any instrument, certificate, or form it believes is genuine and believes is executed or presented by the proper person or persons, and the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. The Custodian is not liable for any losses directly or indirectly caused by acts of war, acts of terrorism, labor disputes, exchange or market decisions including the suspension of trading, market volatility, trade volume, or by government restriction. The Participant shall duly indemnify and hold harmless the Custodian from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of the Custodian.

9. Resignation or Removal of Custodian

- (a) **Resignation.** The Custodian may resign as Custodian hereunder as to any Account by mailing or actually delivering notice to the Participant 30 days prior to the resignation.

Upon its resignation the Custodian may, but shall not be required to, appoint a corporation or other organization as the successor custodian under this Agreement. Each Participant, after the receipt of the resignation, shall have 30 days to appoint an alternative successor custodian. If no alternate is chosen, the Participant will be deemed to have accepted the Custodian's appointed successor custodian. Upon acceptance of appointment by the successor, the Custodian shall assign, transfer, and deliver to the successor all assets held in the Account to which such resignation or removal relates. The Custodian is authorized, however, to reserve such amounts as it deems advisable to provide for the payment of expenses and fees then due or to be incurred in connection with the settlement of its account, and any balance remaining after the settlement of its account shall be paid to the successor custodian or trustee. At the sole discretion of the Custodian, any successor custodian appointed by the Custodian may, with the approval of the Custodian, amend the Agreement by giving notice to the Participant. If the Custodian does not choose to appoint a successor, the Participant has 30 days after receiving notification of the Custodian's resignation to appoint a qualifying successor custodian. If the Participant does not appoint a successor custodian within this time period, the Custodian shall have the right to terminate the Custodial Account and distribute the assets directly to the Participant.

- (b) **Removal.** The Participant shall substitute another custodian in place of the Custodian upon notification by the Internal Revenue Service that such substitution is required because the Custodian has failed to comply with the requirement of Treasury Regulation Section 1.408-2(e), or is not keeping such records, or making such returns, or rendering such statements as are required by that regulation.
- (c) The Custodian shall not be liable for the acts or omissions of its successor.

10. Amendment and Termination of the Plan

- (a) **Amendment or Termination.** The Custodian may amend or terminate this Plan or this Account at any time consistent with the provisions of applicable law without obtaining the consent of the Participant, the spouse of the Participant, or Beneficiary. No amendment of the Plan, however, shall deprive any Participant, spouse of a Participant, or Beneficiary of any benefit to which he or she was entitled under the Plan from contributions made prior to the amendment unless the amendment is necessary to conform the Plan to the current or future requirements of Section 408A of the Code, or other applicable law, regulation, or ruling, in which case the Custodian is expressly authorized to make amendments that are necessary for such purposes retroactively to the later of the effective date of the Plan or the effective date of any future legal requirements. A Participant may change an election or designation made with respect to the Adoption Agreement, provided such change is made in a form and manner acceptable to the Custodian.
- (b) **Distribution on Termination.** If the Account is terminated for any reason by the Custodian, the balance held in each Account for the benefit of a Participant, spouse of a Participant, or Beneficiary shall be distributed by the Custodian to a successor custodian or trustee, in accordance with Article IX, Section 9, of the Plan.

11. Fees, Expenses, and Indebtedness

- (a) The Custodian's annual maintenance, termination, and other administrative fees shall be charged by the Custodian for its services hereunder in accordance with the current fee schedule of the Custodian that is in effect from time to time or as it may be amended by the Custodian. Any administrative expenses, including fees for legal and/or accounting services incurred by the Custodian at the request of or necessitated by the actions of the Depositor or designated Beneficiary, including, but not by way of limitation, the direction of investment of Custodial Account assets in an investment that causes the Custodial Account to realize unrelated business taxable income within the meaning of Section 512 of the Code, that are over and above the services set forth in the Custodian's fee schedule shall be paid by the Depositor and the Depositor hereby covenants and agrees to pay the same. The Custodian's fees and expenses shall be automatically charged to the Custodial Account unless the Depositor chooses to pay the fee directly to the Custodian in a timely manner before the Custodial Account has been so charged and fees or other administrative expenses that are not paid by the Depositor directly to the Custodian when due may be charged to the Custodial Account. The Custodian reserves the right to liquidate any assets of the Custodial Account to collect any charge for which payment may at any time be past due. In the event of account termination by the Depositor or the Custodian for any reason, the Custodian shall be entitled to receive the full termination fee, along with the full, nonprorated current year maintenance fees, regardless of the date during the year that the Account is terminated. Such amounts will be automatically charged against the Roth IRA at the time the Depositor terminates the Roth IRA. Any reimbursement of fees charged against an Account will be recorded as a contribution to the Account and reported to taxing authorities accordingly. Specific fee details are provided in the current fee schedule available from the Custodian or from the financial organization that has introduced your Account to the Custodian.
- (b) **Taxes.** Any taxes of any kind whatsoever that may be levied or assessed upon any Custodial Account or that the Custodian may otherwise be charged with the responsibility of collecting shall be paid from the Custodial Account.
- (c) **Brokerage Commissions.** The Account will be charged brokerage commissions and other securities transaction related charges for the transactions in the Custodial Account in accordance with the Custodian's usual practice.
- (d) **Indebtedness.** The Participant shall pay any debit balance or other obligation owing to the Custodian on demand.

12. Miscellaneous

- (a) *Prohibited Transactions.* No Participant or Beneficiary shall be entitled to use a Participant's Account, or any portion thereof, as security for a loan or borrow from the Account. Neither the Custodian, the Participant, nor any other person or organization shall engage in any prohibited transaction, within the meaning of Section 4975 of the Code, with respect to any Participant's Account.
- (b) *Prohibition Against Assignment of Benefits.* Except to the extent otherwise required by law, none of the benefits, payments, or proceeds held in an Account on behalf of any Participant, spouse of a Participant, or Beneficiary shall be subject to the claims of any creditor of such Participant, spouse of a participant, or Beneficiary, nor shall any Participant, spouse of a participant, or Beneficiary have any right to anticipate, sell, pledge, option, encumber, or assign any of the benefits, payments, or proceeds to which he or she is or may be entitled under the Plan.
- (c) *Applicable Law.* The Plan shall be construed, administered, and enforced according to the laws of the State of New York except to the extent preempted by federal law. All contributions to the Roth IRA shall be deemed to take place in the State of New York. The terms and conditions of this Roth IRA shall be applicable without regard to the community property laws of any state.
- (d) *Liquidation of Assets.* If the Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses, or taxes assessed against a Participant's Account, and the Participant fails to instruct the Custodian as to the liquidation of such assets, assets will be liquidated in the following order to the extent held in the Account: (a) any shares of a money market fund or money market type fund, (b) securities, (c) other assets. The Custodian shall not be liable for any losses arising out of or as a result of assets liquidated in accordance with the provisions of this Agreement.
- (e) *Purpose of Form.* Form 5305-RA is a model Roth Individual Retirement Custodial Account Agreement that meets the requirements of Section 408A of the Code and has been automatically approved by the IRS. A Roth Individual Retirement Account is established after the Adoption Agreement is fully executed by the Participant and entered in the records of the Custodian. This Account must be created in the United States for the exclusive benefit of the Participant or his or her Beneficiary or Beneficiaries.
- (f) *Identifying Number.* The Participant's Social Security Number will serve as the identification number of his or her Custodial Account. An employer identification number is required only for a Custodial Account for which a return is filed to report unrelated business taxable income. An employer identification number is required for a common fund created for Individual Retirement Accounts.
- (g) Contributions to a Custodial Account for a nonworking spouse must be made to a separate Custodial Account established by the nonworking spouse.
- (h) Distributions made under Article V of the Plan may be made in a single sum, periodic payment, or a combination of both, subject to the internal policies of the Custodian.

ARTICLE X

ARBITRATION DISCLOSURES:

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NEW YORK STOCK EXCHANGE, INC., ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

THE LAWS OF THE STATE OF NEW YORK GOVERN.

ROTH IRA DISCLOSURE STATEMENT

Your Roth Individual Retirement Account (IRA) contains a section known as the “Disclosure Statement.” The Disclosure Statement provides a general description of the features of a Roth Individual Retirement Account (the “Account,” the “Custodial Account,” or the “Roth IRA”) for which Pershing LLC will act as Custodian.

1. RIGHT OF REVOCATION BY PARTICIPANT

- (a) Once you execute the Adoption Agreement, you become the Participant and you have the right to revoke the Agreement for a period of seven days from the date it is executed by mailing or personally delivering a written notice of revocation to Pershing LLC, Retirement Products Department, One Pershing Plaza, Jersey City, New Jersey 07399. The notice of revocation shall be deemed mailed on the date of the postmark (or if sent by certified or registered mail, the date of certification or registration) if it is deposited in the United States mail in an envelope, or other appropriate wrapper, with first-class postage prepaid, and properly addressed. If such notice is not received within seven days after the deemed date of mailing, the notice of revocation shall not be valid.
- (b) If the Adoption Agreement is revoked, the Custodian will return your entire contribution to the Roth IRA without penalty, service charge, administrative expenses, or any other reduction. The contribution to a Roth IRA that is revoked, and the distribution from a Roth IRA that is revoked, must be reported to the Internal Revenue Service.

2. SPECIAL REQUIREMENTS OF THE PERSHING LLC ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT PLAN

In addition to the statutory requirements described above, Pershing LLC, as Custodian, has the following requirements:

- (a) Pershing LLC (as Custodian) will not make any investment decisions with respect to the Account. You shall direct the Custodian with respect to the investment of all contributions and earnings therefrom. Investments may be made in publicly-traded securities, covered call options, long put and long call options, mutual funds, money market instruments, and other investments which are obtainable through and subject to the custody of the Custodian and compatible with its administrative or operational requirements and regular business practices. The Custodian may systematically sweep uninvested cash (subject to certain required minimums) in an Account to a money market fund or other investment offered by the Custodian.
- (b) You must notify the Custodian in writing as to when you wish to receive your benefits and the manner of payout pursuant to Article V of the Pershing LLC Roth Individual Retirement Custodial Account Plan.
- (c) The Custodian shall have no responsibility to ascertain whether any contributions to the Account, including any regular, rollover, or conversion contributions, comply with the Plan or the Code.
- (d) You shall be entitled to designate a Beneficiary or Beneficiaries to receive benefits which are payable under the IRA upon your death. If you do not designate a Beneficiary, or, if the Beneficiary dies before you, or cannot be located when you die, the benefits will be paid in the following order of priority: (a) to your surviving spouse, if any; (b) to your surviving children, if any, in equal shares per stirpes; and (c) to your estate.

3. REQUIREMENTS OF A ROTH IRA

- (a) Your contribution to your Roth IRA must be in cash, unless it is a rollover contribution or a contribution attributable to a conversion from a Traditional IRA.
- (b) Unless you are the age of 50 by the end of the year, contributions made on your behalf may not exceed \$3,000 for years 2002 through 2004, \$4,000 for years 2005 through 2007, and \$5,000 for 2008 (adjusted annually thereafter), unless the contribution is designated as a rollover. Your Roth IRA contribution for any year must be made by the due date, excluding extensions, for filing your tax return for that year (generally, April 15 of the following year). However, the earlier you set up and contribute to your Roth IRA, the sooner you can take advantage of tax-deferred earnings on your investments. If you also maintain a Traditional IRA, the maximum contribution to your Roth IRA is reduced by any contributions you make to your Traditional IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the contribution limit or 100% of your compensation. If you are the age of 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA of \$500 for years 2002 through 2005 and \$1,000 for year 2006 and beyond.

Your Roth IRA contribution is further limited if your adjusted gross income (AGI) exceeds \$150,000 and you are a married individual filing jointly. Married individuals filing jointly with AGI that exceeds \$160,000 may not fund a Roth IRA. Married individuals filing separately with AGI exceeding \$10,000 may not fund a Roth IRA. Single individuals with AGI exceeding \$110,000 may not fund a Roth IRA. Eligibility to make the maximum allowable annual contribution to a Roth IRA is phased out for individuals with an AGI of between \$95,000 and \$110,000, and for married couples filing joint tax returns with an AGI of between \$150,000 and \$160,000. AGI for the purposes of determining your eligibility to make a regular Roth IRA contribution, the maximum amount of such contribution, and your eligibility to convert from a Traditional IRA to a Roth IRA (see Section 4(c) of the Disclosure Statement) is generally determined based on your income prior to any adjustments for personal exemptions and itemized deductions and is modified to take into account any deductions for contributions to Traditional IRAs for a particular tax year, and taxable benefits you may receive under the Social Security and Railroad Retirement Acts and certain passive loss limitations. Income from the conversion of a Traditional IRA to a Roth IRA is ignored for purposes of determining your AGI.

Your maximum regular Roth IRA contribution for a given year is reduced by any contributions you make to any other IRA, including a Traditional IRA and a Roth IRA. In addition, the maximum contribution amount is reduced proportionately if your AGI exceeds the threshold AGI level. The threshold AGI level is \$95,000 for an individual and \$150,000 for married couples filing joint federal income tax returns. In order to determine the amount of your permissible annual Roth IRA contribution use the following formula:

Step 1: Subtract the threshold AGI level from your AGI. If the result is \$15,000 or more (\$10,000 or more if you are a married couple filing joint returns) STOP; you may not make an annual Roth IRA contribution.

Step 2: Subtract the amount determined in Step 1 from \$15,000 (\$10,000 if you are a married couple filing joint returns).

Step 3: Divide the result from Step 2 by \$15,000 (\$10,000 if you are a married couple filing joint returns).

Step 4: Multiply the maximum contribution limit by the fraction that Step 3 yielded.

Step 5: Subtract the result in Step 4 from the maximum contribution limit before this reduction. This is the maximum annual Roth IRA contribution you may make.

If the amount determined in Step 5 is not a multiple of \$10, then round it up to the next highest multiple of \$10.

If you are a married couple filing separate federal income tax returns, the Roth IRA contribution limit is phased out when your AGI is between \$0 and \$10,000. However, if you live apart for the entire year and file separate tax returns, you will be treated as if you were single for purposes of determining the maximum contribution you can make to a Roth IRA.

Example: Ms. Smith is a single person and has an AGI of \$100,000 for 2002.

Step 1: \$100,000 - \$95,000 = \$5,000 (\$5,000 is less than \$15,000 therefore go to Step 2)

Step 2: \$15,000 - \$5,000 = \$10,000

Step 3: \$10,000 / \$15,000 = .66

Step 4: \$3,000 x .66 = \$1,980.00

Ms. Smith may contribute a maximum of \$1,980 to a Roth IRA in 2002.

Your Roth IRA contribution is not limited by your participation in a retirement plan other than a Traditional IRA, as discussed above. In addition, unlike Traditional IRAs, you may continue to fund a Roth IRA after the age of 70½ so long as you have earned income and your AGI is below the maximum thresholds discussed above.

- (c) A contribution is deemed to have been made on the last day of the preceding taxable year if you make a contribution by the deadline for filing your income tax return (not including extensions), and you designate that contribution as a contribution for the preceding taxable year. For instance, if you are a calendar year taxpayer and you make your annual Roth IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.
- (d) Your interest in your Roth IRA is nonforfeitable.
- (e) The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- (f) No portion of your Roth IRA may be invested in life insurance contracts.
- (g) You may not invest the assets of your Roth IRA in collectibles as described in Section 408(m) of the Code. A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the Internal Revenue Service. Specially minted United States gold and silver bullion coins are permissible Roth IRA investments. Platinum coins and certain gold, silver, platinum, or palladium bullion as described in IRC Section 408(m)(3) of the Code are also permitted as Roth IRA investments.
- (h) **Required Distributions.** While you are alive, you are not required to take distributions from your Roth IRA even after you attain the age of 70½. You may withdraw funds from your Roth IRA at any time. However, the tax consequences of such withdrawals will differ significantly depending on the timing of distributions from your Roth IRA (see Section 4 of this Disclosure Statement).

The required minimum distribution rules normally associated with Traditional IRAs only apply to the Beneficiary or Beneficiaries of your Roth IRA after your death. If you die after distributions to you have begun, any remaining funds in your Roth IRA will be distributed over the single life expectancy of your designated Beneficiary or Beneficiaries. If you die before distributions to you have begun, the entire amount remaining in your Account must, at the election of your Beneficiary or Beneficiaries, either:

- (i) Be distributed by December 31 of the fifth year following your death
- (ii) Be distributed in equal or substantially equal payments over a period not to exceed the life expectancy of your designated Beneficiary or Beneficiaries

A nonspouse Beneficiary or Beneficiaries must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be made in accordance with option (ii).

However, if your sole designated Beneficiary is your spouse, he or she will be treated as if the Roth IRA is his or her own. In such case, your spouse will not be required to take distributions from the Roth IRA. In the alternative, if your surviving spouse does not treat the Roth IRA as his or her own, then he or she may delay receiving distributions until you would have reached the age of 70½, at which time your surviving spouse must begin taking distributions under option (ii) over his or her life expectancy.

4. INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA

- (a) **Roth IRA Deductibility.** No deduction is allowed for Roth IRA contributions, including transfers, rollovers, and conversion contributions.
- (b) **Roth IRA Investment Earnings.** Investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA.
- (c) **Rollovers and Conversions.** The balance in your Roth IRA may be rolled over to another Roth IRA of yours, or may receive rollover contributions, provided that all of the applicable rollover rules are followed. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, you should consult with your tax professional.
- (i) **Roth IRA to Roth IRA Rollovers.** You may “roll over” all or part of a distribution from a Roth IRA to another Roth IRA. The transaction must be completed within 60 days of your receipt of the distribution from the Roth IRA to avoid being taxed on the taxable portion, if any, of the distribution. In addition, you may not have completed another Roth IRA to Roth IRA rollover from the distributing Roth IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

You may also direct the Custodian to transfer investments directly from one Roth IRA to another Roth IRA, as long as you do not directly receive a distribution from the Roth IRA. There is no restriction on the frequency with which transfer contributions may be made. Accordingly, transfers may be effected more than once in a specified 12-month period.

- (ii) **Traditional IRA to Roth IRA Conversions.** Certain individuals may be eligible to roll over a Traditional IRA to a Roth IRA. This is called a conversion. Depending on your (1) filing status and (2) AGI (see Section 3(b) of this Disclosure Statement), you may be eligible to convert all or part of an existing Traditional IRA to a Roth IRA. You may convert a Traditional IRA to a Roth IRA if you are either single or married filing a joint return and have an AGI of \$100,000 or less. If you are married and filing a separate return, you are not eligible to convert a Traditional IRA to a Roth IRA regardless of your AGI. However, if you are married and live apart from your spouse for the entire year and file a separate federal income tax return, you are treated as single for the purposes of determining your eligibility to convert a Traditional IRA to a Roth IRA.

If you receive a distribution from a Traditional IRA, you must contribute all or any part of the distribution to your Roth IRA within 60 days after you receive the distribution in order for the conversion to be effective. In addition, you may arrange for a trustee-to-trustee transfer provided you meet the AGI limit described above. Unlike regular Roth IRA contributions, which can be related back to a prior taxable year, if you wish to make a Roth IRA conversion for a particular year, you must complete the conversion by December 31 of that year, even if the 60-day period would end subsequent to December 31. As an alternative to receiving a distribution from a Traditional IRA, you may effect a Roth IRA conversion by arranging for the trustee or custodian of your Traditional IRA to transfer the assets directly to your Roth IRA.

You may direct the custodian to place funds that have been converted from a Traditional IRA to a Roth IRA in a separate "Roth Conversion IRA."

You may make only one rollover from a Roth IRA or from a Traditional IRA in any 12-month period, except a conversion from a Traditional IRA to a Roth IRA does not count toward that limit. The following requirements must be satisfied to qualify the rollover for tax-free treatment: (1) the rollover must be made within 60 days after you have received the distribution, and (2) if the distribution includes property, you must roll over the same property to the Roth IRA.

- (iii) **Roth Contribution Account to Roth IRA Rollovers.** Effective for tax years beginning after December 31, 2005, you may roll over all or part of a distribution from a designated Roth Contribution Account that is incorporated in a Section 401(k) Plan or a Section 403(b) Plan to a Roth IRA.
- (iv) **Rollover Election.** At the time you make a proper rollover to a Roth IRA, you must designate to the Custodian, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
- (v) **No Rollovers from Employer Plans.** You may not roll over distributions from your employer's Qualified Retirement Plan or Code Section 403(b) arrangement into your Roth IRA.
- (d) **Recharacterizations.** Given the complicated rules governing Traditional and Roth IRAs, it is easy to make a mistaken contribution or conversion. For instance, you may make an ineligible conversion from a Traditional IRA to a Roth IRA or you may make an ineligible contribution to a Roth IRA. Federal tax law provides you the opportunity to "change your mind" if you determine that it would have been better to make a contribution to another type of IRA. You may "recharacterize" your contributions (or conversions) with no adverse tax consequences via a trustee-to-trustee transfer of the contribution (or conversion amount) if you do so on or before the due date on your federal income tax return (generally, April 15), including extensions, for the year in which the contribution or conversion was made.

If allowed, you may recharacterize the contribution (or conversion) you made to one IRA ("First IRA") as being made to another IRA ("Second IRA"). That is, you may move all or part of the contribution or conversion from the IRA where you do not want it to be (the First IRA) to the IRA where you would like it to be (the Second IRA) if the following requirements are met:

- (i) The movement of money must be directly from the First IRA to the Second IRA; you cannot take possession of the money.
- (ii) Earnings on the amount of the contribution (or conversion) being moved from the First IRA to the Second IRA also must be moved from the First IRA to the Second IRA. If you have losses on the contribution (or conversion), the contribution (or conversion) must move net of losses.
- (iii) The movement must take place on or before the due date (including extensions) of your tax return for the year for which you made the contribution or conversion.
- (iv) If you make a contribution to a Traditional IRA and move all or part of that contribution (plus earnings) to a Roth IRA, you cannot take a deduction for the amount of the contribution you move to the Roth IRA.
- (v) The contribution to the First IRA that is being recharacterized as a contribution to the Second IRA is treated as if it originally had been contributed to the Second IRA on the same date and for the same taxable year that the contribution was made to the First IRA.
- (vi) To effect a recharacterization, you must notify the custodian or trustee of both the First IRA and the Second IRA before the due date of your tax return (plus extensions) for the year of the contribution or conversion, and supply both custodians/trustees with certain information. You must report the recharacterization on your tax return, and once the transfer has taken place, you cannot revoke the recharacterization. If you recharacterize a contribution or conversion, you will receive a Form 1099-R reporting the transfer from the First IRA and a Form 5498 reporting the transfer to the Second IRA.
- (e) **Taxation of Distributions.** The taxation of a Roth IRA distribution depends on whether the distribution is a qualified distribution or a nonqualified distribution.
- (i) **Qualified Distributions.** Qualified distributions from your Roth IRA (both the contributions and earnings) are excluded from gross income. A qualified distribution is a distribution which is made after the five-year period, beginning with the first year for which you made any contribution to a Roth IRA (including a conversion from a Traditional IRA), and is made on account of one of the following events:
- Attainment of age 59½
 - Your disability
 - The purchase of a first home up to the \$10,000 lifetime limit
 - Your death

For instance, if you make a contribution to your Roth IRA for 2000, the five-year requirement for determining whether a distribution is a qualified distribution will be satisfied as of January 1, 2005.

- (ii) **Determining the Five-Taxable-Year Period.** The five-taxable-year period begins on the first day of the taxable year in which you made your first contribution to any Roth IRA or, if earlier, the first day of the taxable year in which you made your first conversion contribution to any Roth IRA. However, a different rule applies for the purpose of determining whether the 10% penalty tax on premature distributions (see Section 4(f) of this Disclosure Statement) applies to distributions attributable to converted amounts. In the case of a spouse who is treating an inherited Roth IRA as his or her own, the beginning of the five-taxable-year period is not redetermined. Accordingly, the five-taxable-year period includes the period that the Roth IRA was held by the deceased spouse.
- (iii) **Nonqualified Distributions.** If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under the age of 59½, may be subject to an early distribution penalty (see Section 4(f) of this Disclosure Statement) unless you roll over the distribution (or transfer it) to another Roth IRA within 60 days of your receipt of the distribution (see Section 4(c) of this Disclosure Statement). However, when you take a distribution, the amounts you contributed annually to any Roth IRA account will be deemed to be removed first, followed by conversion contributions made to any Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions and your conversion contributions. These “ordering rules” are complex. If you have any questions regarding the taxation of distributions from your Roth IRA, consult with your tax professional.
- (iv) Any nonqualified withdrawal from your Roth IRA, except a direct transfer, is subject to federal income tax withholding and any applicable state income tax withholding. You may, however, elect not to have withholding apply to your Roth IRA withdrawal. If withholding is applied to your withdrawal, no less than 10% of the amount withdrawn must be withheld for federal income tax purposes. Special federal income tax withholding rules may apply if the distribution is sent outside of the United States.

(f) Federal Tax Penalties

- (i) **Premature Distributions.** If you are under the age of 59½ and receive a nonqualified Roth IRA distribution, or if you receive a distribution of conversion amounts within the five-year period beginning with the year in which the conversion occurred, an additional tax of 10% will generally apply to the amount includible in income in the year of the distribution or conversion, unless the distribution is made on account of death, disability, a qualifying rollover, a transfer, the timely withdrawal of an excess contribution, or the distribution is part of a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your Beneficiary. Payments for medical expenses which exceed 7.5% of your AGI and distributions to pay for health insurance by an individual who has separated from employment and who has received unemployment compensation under a federal or state program for at least 12 weeks are also exempt from the 10% tax. Payments to cover certain qualified education expenses and distributions for first-home purchases (up to a lifetime maximum of \$10,000) are exempt from the 10% tax. Distributions to satisfy a levy issued by the Internal Revenue Service will also be exempt from the 10% tax.
- (ii) **Excise Tax on Excess Contributions.** An excise tax of 6% is imposed upon any contribution you make to your Roth IRA that is over and above the permissible limits set forth above. This tax will apply to each year an excess remains in your Roth IRA. An excess contribution is any contribution that exceeds your contribution limit, excluding rollover and direct transfer amounts. Your contribution limit is the lesser of \$2,000 or 100% of your compensation for the taxable year. Your contribution may be further limited if your AGI exceeds the levels discussed in the Section titled “Requirements of a Roth IRA.”
- (iii) **Excise Tax on Failure to Take Required Minimum Distributions.** As described in Section 3(h) of this Disclosure Statement, unless your surviving spouse is your sole Beneficiary, your designated Beneficiary or Beneficiaries must take certain required minimum distributions after your death. An additional tax of 50% is imposed on the amount of the required minimum distribution that should have been taken, but was not. This tax is referred to as an excess accumulation penalty tax.
- (iv) You must file Form 5329 with the Internal Revenue Service when any additional or excise taxes are due.

(g) Tax Credit for Contributions

For taxable years beginning on or after January 1, 2002, and ending on December 31, 2006, you may be eligible to receive a tax credit on your IRA contributions equaling a percentage of your qualified retirement savings contributions not exceeding \$2,000. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are:

- Age 18 or older, as of the close of the taxable year
- Not a dependent of another taxpayer
- Not a full time student

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

ADJUSTED GROSS INCOME*						Applicable Percentage
Joint Return		Head of a Household		All Other Cases		
Over	Not Over	Over	Not Over	Over	Not Over	
	\$30,000		\$22,500		\$15,000	50
\$30,000	\$32,500	\$22,500	\$24,375	\$15,000	\$16,250	20
\$32,500	\$50,000	\$24,375	\$37,500	\$16,250	\$25,000	10
\$50,000		\$37,500		\$25,000		0

*Adjusted gross income excludes foreign earned income and income from Guam, American Samoa, North Mariana Islands, and Puerto Rico.

- (h) **Definition of Compensation.** Compensation includes your wages, salary, commissions, bonuses, tips, etc., but does not include income from interest, dividends, or other earnings or profits from property, or amounts not included in your taxable income. It also includes your earned income if you are self-employed (reduced by deductible Keogh plan contributions and one-half of your self-employment taxes) and taxable alimony. The Internal Revenue Service (the “IRS”) treats as compensation any amount properly shown on your Form W-2 as “wages, tips, and other compensation” reduced by the amount shown on that form as distributions from nonqualified plans.
- (i) **Designation of Beneficiary or Beneficiaries.** The assets remaining in your Roth IRA will be distributed upon your death to the designated Beneficiary or Beneficiaries named by you on record with the Custodian. Your designated Beneficiary or Beneficiaries may be confirmed to you periodically by the Custodian, and, upon your request may be changed by you in a form and manner acceptable to the Custodian. If there is no designated Beneficiary for your Roth IRA in the records of the Custodian, your Roth IRA will be paid in the following order of preference: (a) your surviving spouse, if any, (b) your surviving children, if any, in equal shares per stirpes, and if none, (c) your estate. Unless you designate otherwise, if a primary Beneficiary you designated predeceases you, the shares for that deceased Beneficiary will be divided equally among the surviving primary Beneficiary or Beneficiaries. If there is no primary Beneficiary living at the time of your death, payment of your Roth IRA will be made to the surviving contingent Beneficiary or Beneficiaries designated by you. Unless otherwise specified in your designation, if a Beneficiary does not predecease you but dies before receiving his or her entire interest in the Roth IRA, the remaining assets will be distributed to the Beneficiary or Beneficiaries designated by the deceased Beneficiary. If there is no Beneficiary designation of the deceased Beneficiary on file with the Custodian, his or her remaining interest in the Roth IRA will be paid to the survivors of the deceased Beneficiary in the following order of preference: (a) the deceased Beneficiary’s surviving spouse, if any, (b) the deceased Beneficiary’s children, if any, in equal shares per stirpes, and (c) the deceased Beneficiary’s estate. For the rules governing mandatory distributions, see paragraph 3(h) of this Disclosure Statement.

5. SPOUSAL ROTH IRAS

If you and your spouse file a joint federal income tax return and your spouse has an earned income for the year that is less than yours, you may make contributions to a Roth IRA established for the benefit of your spouse. The amount you may contribute to your Roth IRA and to a separate Roth IRA in your spouse’s name (“Spousal Roth IRA”) is the lesser of 100% of your combined AGI (as described in Section 3(b) of this Disclosure Statement) or twice the annual contribution limit (\$6,000 for year 2002, \$6,500 for 2002 if only one of you is 50 years of age or older, or \$7,000 if both you and your spouse are 50 years of age or older). However, you may not contribute more than the annual contribution limit to either Roth IRA for any year, and the total annual contribution to all IRAs (both Traditional and Roth) may not exceed the annual contribution limit. If you establish a Spousal Roth IRA, the rules concerning Roth IRAs described in this Disclosure Statement apply equally to your spouse.

6. LIMITATIONS AND RESTRICTIONS

- (a) Generally, for estate tax purposes, amounts held in a Roth IRA are included in your gross estate. However, if your spouse is your designated Beneficiary, the Roth IRA may qualify for the marital deduction. Transfer of your Roth IRA assets to a named Beneficiary made during your life and at your request or because of your failure to instruct otherwise, may be subject to federal gift tax under Section 2501 of the Code.
- (b) **Divorce or Legal Separation.** The Code provides that the transfer of your interest in a Roth IRA to your spouse or a former spouse under a divorce or separate maintenance decree or a written instrument incident to such decree is not considered a taxable transfer. After the transfer, the Roth IRA will be treated as maintained for the benefit of such spouse or former spouse. To effect such a transfer, you must provide the Custodian with a letter of instruction and the account number of the Roth IRA maintained by the spouse or former spouse.
- (c) **Prohibited Transactions.** If you or your Beneficiary engage in a so-called “prohibited transaction” with respect to your Roth IRA, the Roth IRA will be disqualified and the entire balance in your Roth IRA will be treated as distributed to you as of the first day of the year in which the prohibited transaction occurs. In this event, unless you otherwise meet the requirements for a qualified distribution (described in Section 4(c) of this Disclosure Statement) from your Roth IRA, the fair market value of the assets in your Roth IRA (excluding the nondeductible contributions included therein) will be included in your gross income and subject to income tax. In addition, if your Roth IRA is disqualified before you attain the age of 59½, you may be subject to the 10% penalty tax for premature distributions. In general, a “prohibited transaction” means any direct or indirect (a) sale or exchange, or leasing, of any property between the disqualified person and the Roth IRA; (b) lending of money or other extension of credit between the disqualified person and the Roth IRA; (c) furnishing of goods, services, or facilities between the disqualified person and the Roth IRA; (d) transfer to, or use by or for the benefit of the disqualified person, of the income or assets of the Roth IRA; (e) dealing by the disqualified person who is a fiduciary with the assets of the Roth IRA in his or her own interest or for his or her own account; or (f) receipt of any consideration for his or her own personal account by any disqualified person who is a fiduciary from any party dealing with the Roth IRA in connection with a transaction involving the income or assets of the Roth IRA. For this purpose, “disqualified person” means generally the individual for whom the Roth IRA is maintained, such individual’s family members, and any fiduciary or service provider to the Roth IRA.

7. OTHER

- (a) The form of Agreement used to establish this Roth IRA is the model government form provided by the Internal Revenue Service and is known as Form 5305-RA. The Internal Revenue Service approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- (b) You may obtain further information on Roth IRAs from your District Office of the Internal Revenue Service or by visiting the Internal Revenue Service web site at www.irs.gov. In particular, you may wish to obtain IRS Publication 590 (Individual Retirement Arrangements).
- (c) If you designate a trust for the benefit of your spouse as Beneficiary of your IRA that is designed to meet the qualified terminable interest property (QTIP) rules for federal estate tax purposes, special provisions in your Roth IRA plan may apply. Those provisions relate to payments from your Roth IRA to the trust after your death. Be sure to consult with your tax professional about this issue.
- (d) Upon your death, your Roth IRA will be divided into separate shares and each Beneficiary's share will be transferred into a separate account. This permits each Beneficiary to provide investment and distribution directions as to his or her share of your Roth IRA. The transfer to a separate account does not create a taxable event for your designated Beneficiaries.

8. ADDITIONAL FINANCIAL INFORMATION

- (a) **Custodial Fees.** If not accompanied by this Disclosure Statement and Roth Individual Retirement Custodial Account Plan, a schedule of fees is available from the Custodian or from the financial organization that has introduced your Account to the Custodian. The Custodian's annual maintenance, termination, and other administration fees shall be charged by the Custodian for its services hereunder in accordance with the current fee schedule of the Custodian that is in effect from time to time. At the discretion of the Custodian, you may receive an invoice for the custodial maintenance and other related fees that are due and payable upon receipt. Unless these invoices are paid by you in a timely manner, fees will be automatically charged against the Account, or as you direct in writing, charged against another account held by the Custodian over which you have investment authority. You may not reimburse your Roth IRA for custodial fees once they have been charged to your Roth IRA. Any reimbursement of custodial or other administrative fees charged to your Account will be deemed a contribution to your Roth IRA and reported to the IRS accordingly. The Custodian will notify you prior to changing the fee schedule. In the event of Account termination either by you or by the Custodian for any reason, the Custodian shall be entitled to receive the full termination fee, along with the full, nonprorated current year maintenance fee, regardless of the date during the year of the termination of the Custodial Account.
- (b) **Brokerage Commissions.** Commissions and other securities transaction related charges shall be as charged by the financial organization that has introduced your Account to the Custodian. Such commissions must be paid from the assets held within your Roth IRA and may not be reimbursed.
- (c) **Other Expenses.** Taxes of any kind, which may be imposed with respect to your Roth IRA, and any expenses incurred by the Custodian in the management of your Roth IRA, together with any fees referred to above, shall be paid by you, or if not paid in a timely manner, will be charged against your Account, or as directed by you, charged against another Account over which you have investment authority.
- (d) **Earnings.** The earnings of each separate Account shall be allocated only to that Account. The Custodian will attribute earnings only to the assets held in the Account in the custody of the Custodian according to its ordinary business practice and in accordance with its established customs and procedures.
- (e) **Growth in Value.** Growth in value of your Account will depend entirely on the investment decisions you make and is neither guaranteed nor projected.

ROTH IRA ADOPTION AGREEMENT

I. ACCOUNT INFORMATION (This Adoption Agreement may only be used in conjunction with the Roth IRA plan document stipulated by the Custodian)

I hereby designate _____ as the financial organization.

ACCOUNT NUMBER: — -1-

PLAN TYPE: ROTH IRA ROTH CONVERSION IRA (see below) ACCOUNT TYPE: PARTICIPANT IRA SPOUSAL IRA GUARDIAN IRA BENEFICIARY IRA

II. PARTICIPANT INFORMATION

NAME: _____ GENDER: M F DATE OF BIRTH: / /

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (_____) _____ SOCIAL SECURITY NUMBER: — —

III. CONVERSION INFORMATION (Please attach a completed Roth Conversion Form found in your Roth IRA kit, or available from your investment professional)

NEW CONVERSION: If you are converting from your Traditional IRA held with us to this new Roth IRA, please provide your Traditional IRA Account Number: —

PRIOR CONVERSION: If any of the assets intended for this account were converted from a Traditional IRA at another custodian, please indicate the date of conversion:

PRIOR CONVERSION DATE (MM/DD/YYYY): _____

IV. UNINVESTED CASH

The Participant understands that any idle cash in the IRA will be invested in a money market fund, deposit account, or other investment made available through your financial organization, unless the Participant elects otherwise by checking the box below. Any such investment of idle cash is made pursuant to a prospectus or other offering document, which the Participant should obtain from his or her financial organization.¹

DO NOT INVEST IDLE CASH. (The Participant understands that the Custodian has no responsibility to credit interest on uninvested cash in any IRA.)

¹ For more complete information about the money market fund, including charges and expenses, request a prospectus from your financial organization. Read it carefully before you invest.

V. BENEFICIARY DESIGNATIONS

MARITAL STATUS: SINGLE MARRIED (NOTE: Spousal consent may be required. See below.)

The following shall be my Beneficiary or Beneficiaries of this Roth IRA. If I designate more than one primary or contingent Beneficiary, but do not specify the percentages to which such Beneficiary or Beneficiaries is entitled, payment will be made to the surviving Beneficiary or Beneficiaries in equal shares.

Note: For specific beneficiary provisions, please refer to the applicable sections of the Plan and the Disclosure Statement.

PRIMARY BENEFICIARIES

NAME	GENDER	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER	ADDRESS	PERCENTAGE

CONTINGENT BENEFICIARIES (Secondary Beneficiaries will be paid only if all primary Beneficiaries do not survive the Participant)

NAME	GENDER	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER	ADDRESS	PERCENTAGE

VI. SPOUSAL CONSENT (For use in community or marital property states including: AZ, CA, ID, LA, NV, NM, TX, WA, WI)

If you are married, reside in a community property or marital property state, and designate someone other than your spouse as your sole primary Beneficiary, your spouse must sign this form below. In addition, if required in your state, the form must be signed in the presence of a Notary Public. I am the spouse of the above-named account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this Roth IRA, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or property deposited in this Roth IRA and consent to the Beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

SIGNATURE OF SPOUSE: (Required in community or marital property states) _____ DATE: _____

VII. CERTIFICATION

I understand the eligibility requirements for the type of deposits I make and I do state that I do qualify to establish a Roth IRA and make the deposit. I understand that the Custodian assumes no responsibility for determining my eligibility for contributions made to this Roth IRA nor does the Custodian bear any responsibility for any tax consequences relating to such contributions or distributions from this Roth IRA. I have received a copy of the Roth Individual Retirement Custodial Account Plan and Disclosure Statement. I understand that the terms and conditions which apply to this Roth IRA are contained in this Roth Individual Retirement Custodial Account Plan and Disclosure Statement. I agree to be bound by those terms and conditions. If I elect to make a rollover or conversion contribution to this account, I hereby certify that I understand the rollover or conversion rules and conditions as they pertain to this Roth IRA and I have met the requirements for making a rollover or conversion from a Traditional IRA. Due to the important tax consequences of rolling over funds or property or converting from a Traditional IRA, I have been advised to consult with a tax professional. All information provided by me is true and correct and may be relied upon by the Custodian. I assume full responsibility for establishing this Roth IRA and for rollover and conversion transactions and will not hold the Custodian liable for any adverse consequences that may result. I hereby irrevocably designate the rollover or conversion of funds or other property as rollover or conversion contributions.

I HEREBY ADOPT THE PERSHING LLC ROTH INDIVIDUAL RETIREMENT CUSTODIAL PLAN. I AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED AT ARTICLE X ON PAGE 7 IN THIS AGREEMENT.

PARTICIPANT OR GUARDIAN SIGNATURE: _____ DATE: _____



RIRA-104 ADOP

REQUIRED APPROVALS OF THE FINANCIAL ORGANIZATION (Please forward to your financial organization for approval)

Investment Professional Signature (If applicable) _____ Date _____ Operations Manager Signature _____ Date _____