

Inherited Roth IRA Simplifier[®]

Inherited Roth Individual Retirement Account Application

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

ROLLOVER/TRANSFER INFORMATION		Inherited Roth IRA Contribution Type	
Rollover/Transfer Date	Rollover/Transfer Amount	<input type="checkbox"/> Rollover from eligible retirement plan <input type="checkbox"/> Transfer from an existing eligible Roth IRA	

PLAN PARTICIPANT'S OR ORIGINAL ROTH IRA HOLDER'S INFORMATION			
Name	Social Security Number	Date of Birth	Date of Death

PAYMENT ELECTION INFORMATION
<p>Has there been a payment election made for the assets you inherited from the employer-sponsored retirement plan or Roth IRA? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If Yes, please provide additional information regarding the election below.)</i></p> <p>The previous payment election made <i>(Select one.)</i> <input type="checkbox"/> Five-Year Rule <input type="checkbox"/> Life Expectancy Payments*</p> <p>*If life expectancy payments are being taken, what is the date of birth of the individual whose life expectancy is being used to calculate the payment? _____</p> <p>NOTE: If incorrect or incomplete information regarding a previous payment election is provided, the Custodian will not be held responsible for any penalties that may be incurred due to removing an insufficient amount.</p>

SIGNATURES	
<p><i>Important: Please read before signing.</i></p> <p>I understand the eligibility requirements for the type of inherited Roth IRA deposit I am making, and I state that I do qualify to make the deposit. I have received a copy of the Application, the 5305-RA Plan Agreement, the Financial Disclosure and the Disclosure Statement. I understand that the terms and conditions that apply to this inherited Roth IRA are contained in this Application and the Plan Agreement. I agree to be bound by those terms and conditions. Within seven (7) days from the date I open this inherited Roth IRA I may revoke it without penalty by mailing or delivering a written notice to the Custodian.</p> <p>I assume complete responsibility for:</p> <ol style="list-style-type: none"> Determining that I am eligible to establish an inherited Roth IRA. Ensuring that all contributions I make are within the limits set forth by the tax laws. The tax consequences of any rollover or transfer contribution and distributions. 	
_____	_____
(Inherited Roth IRA Owner)	(Date)
_____	_____
(Witness)	(Date)
_____	_____
(Authorized Signature of Custodian)	(Date)

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

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

FORM (REV. MARCH 2002)

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

The Custodian named on the Application has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

9.01 *Definitions:* In this part of this Agreement (Article IX), the words "you" and "your" mean the Inherited Roth IRA Owner, the words "we," "us" and "our" mean the Custodian. "Inherited Roth IRA Owner" means the individual establishing this inherited Roth IRA with either a rollover contribution of Roth elective deferrals and their earnings from an inherited 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity or a transfer from an inherited Roth IRA, "Code" means the Internal Revenue Code, and "Regulations" means the Treasury Regulations.

9.02 *Notices and Change of Address:* Any required notice regarding this inherited Roth IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

9.03 *Representations and Responsibilities:* You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your inherited Roth IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have sixty (60) days after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to Roth IRAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney's fees, arising from, or in connection with this Agreement.

To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations.

9.04 *Service Fees:* We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your inherited Roth IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your inherited Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your inherited Roth IRA at our discretion. We reserve the

right to charge any additional fee upon 30 days notice to you that the fee will be effective. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this inherited Roth IRA.

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

9.05 *Restriction on Contributions to the Inherited Roth IRA:* Your inherited Roth IRA may only receive direct rollover contributions of designated Roth deferrals and their earnings distributed from a 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity after December 31, 2006, that you inherited as a nonspouse beneficiary, or a transfer from a Roth IRA that you inherited as a beneficiary. You may not make any regular annual contributions to this inherited Roth IRA.

9.06 *Investment of Amounts in the Inherited Roth IRA:* You have exclusive responsibility for and control over the investment of the assets of your inherited Roth IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement. After your death, your successor beneficiary(ies) shall have the right to direct the investment of your inherited Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 9.03 of this article). We shall have no discretion to direct any investment in your inherited Roth IRA. We assume no responsibility for rendering investment advice with respect to your inherited Roth IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your inherited Roth IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any uninvested amounts in cash, and we shall have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your inherited Roth IRA unless you provide timely written directions acceptable to us.

You will select the type of investment for your inherited Roth IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for investment in inherited Roth IRAs. We may, in our sole discretion, make available to you, additional investment offerings, which shall be limited to publicly traded securities, mutual funds, money market instruments and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

9.07 *Successor Beneficiary(ies):* If permitted by state law, we may allow you to name a successor beneficiary(ies) for the inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each inherited Roth IRA beneficiary designation form that you file with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for you to revoke a successor beneficiary(ies) designation. If you do not designate a successor beneficiary(ies), your estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for you.

9.08 *Required Minimum Distributions:* You are required to take minimum distributions from your inherited Roth IRA. The options available to you as a nonspouse beneficiary are determined according to the type of plan you have inherited and are described below. Any payment elections you either made or defaulted to under the 401(k) or 403(b) generally carry over to the inherited Roth IRA.

a. **Nonspouse Beneficiary of a 401(k) or 403(b) Plan Containing Roth Elective Deferrals** – The options available to you if you are a nonspouse beneficiary of a 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity containing Roth elective deferrals are described below.

(i) If the original participant died on or after the required beginning date, the remaining interest will be distributed over the designated beneficiary's remaining life expectancy as determined in the year following the death of the original participant and reduced by one for each subsequent year or, if longer, over the remaining life expectancy of the original participant as determined in the year of the participant's death and reduced by one for each subsequent year.

(ii) If the original participant died before the required beginning date, the plan may provide that the remaining interest will be distributed in accordance with (1) or (2) below:

(1) the remaining interest will be distributed over the designated beneficiary's remaining life expectancy as determined in the year

following the death of the original participant and reduced by one for each subsequent year, starting by the end of the calendar year following the year of the original participant's death, or if there is no designated beneficiary, the remaining interest will be distributed in accordance with (2) below.

(2) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the original participant's death.

b. **Nonspouse Beneficiary of a Roth IRA** – If you are a nonspouse beneficiary of a Roth IRA, your required minimum distribution options are described in Article V. If you elect to take life expectancy payments, the payment must be removed each year by December 31.

If you have previously made a distribution election with the prior 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity or Roth IRA, you may not extend the distribution period for that election by moving it to an inherited Roth IRA. An exception applies if you have inherited a 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity and previously elected or defaulted to the five-year rule. The five-year rule payment election may be changed to a life expectancy payment election if a life expectancy-based payment is taken by December 31 of the year following the year of the original owner's death.

If you have elected to take life expectancy payments and fail to request your required minimum distribution by December 31, we can, at our complete and sole discretion, do any one of the following:

- make no distribution until you give us a proper withdrawal request;
- distribute your entire inherited Roth IRA to you in a single sum payment; or
- determine your required minimum distribution from your inherited Roth IRA each year based on your life expectancy, calculated using the single life table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

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

9.09 *Termination of Agreement, Resignation, or Removal of Custodian:* Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your inherited Roth IRA to another financial organization. If you do not complete a transfer of your inherited Roth IRA within 30 days from the date we mail the notice to you, we have the right to transfer your inherited Roth IRA assets to a successor inherited Roth IRA custodian or trustee that we choose in our sole discretion, or we may pay your inherited Roth IRA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this Agreement is terminated, we may charge to your inherited Roth IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- any fees, expenses or taxes chargeable against your inherited Roth IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your inherited Roth IRA.

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your inherited Roth IRA to you in cash or property if the balance of your inherited Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.10 *Successor Custodian:* If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your inherited Roth IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your inherited Roth IRA, but only if it is the type of organization authorized to serve as an inherited Roth IRA trustee or custodian.

9.11 *Amendments:* We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.

- 9.12 *Withdrawals or Transfers:* All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

At your death your successor beneficiary(ies), if any, must continue taking distributions in accordance with the distribution method you had chosen. We will make no distributions to you from your inherited Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.

- 9.13 *Liquidation of Assets:* We have the right to liquidate assets in your inherited Roth IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your inherited Roth IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

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

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

- 9.15 *What Law Applies:* This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

General Instructions

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

Purpose of Form

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

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

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

Definitions

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

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

Depositor. The depositor is the person who establishes the custodial account.

Specific Instructions

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

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

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

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR INHERITED ROTH IRA

You have the right to revoke your inherited Roth IRA within seven (7) days of the receipt of the Disclosure Statement. If revoked, you are entitled to a full return of the contribution you made to your inherited Roth IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your inherited Roth IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF AN INHERITED ROTH IRA

- A. **CONTRIBUTIONS** – Your contribution must be either a rollover contribution from an inherited qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan, or a transfer contribution from an inherited Roth IRA. Your rollover or transfer contribution may be in cash and/or property.
- B. **ANNUAL CONTRIBUTIONS** – You may not make regular annual contributions to your inherited Roth IRA.
- C. **NONFORFEITABILITY** – Your interest in your inherited Roth IRA is nonforfeitable.
- D. **ELIGIBLE CUSTODIANS** – The Custodian of your inherited Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- E. **COMMINGLING ASSETS** – The assets of your inherited Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- F. **LIFE INSURANCE** – No portion of your inherited Roth IRA may be invested in life insurance contracts.
- G. **COLLECTIBLES** – You may not invest the assets of your inherited Roth IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as Roth IRA investments.
- H. **REQUIRED MINIMUM DISTRIBUTIONS** – You are required to take minimum distributions from your inherited Roth IRA at certain times in accordance with Regulations section 1.408-8. The calculation of the required minimum distribution is based, in part, on determining the original owner's designated beneficiary. A designated beneficiary is determined based on the beneficiary(ies) designated as of the date of the original owner's death, who remain beneficiary(ies) as of September 30 of the year following the year of the original owner's death. Any payment elections you either made or defaulted to under an inherited retirement plan or Roth IRA generally carry over to this inherited Roth IRA. Below is a summary of the inherited Roth IRA rules.

1. If you are the nonspouse beneficiary of a deceased retirement plan participant, and the original owner died
 - (a) on or after the original owner's required beginning date, distributions must be made to you over the longer of your single life expectancy, or the original participant's remaining life expectancy. If the original owner's designated beneficiary was not an individual or qualified trust as defined in the Regulations, the original retirement plan will be treated as having no designated beneficiary for purposes of determining the distribution period. If there is no designated beneficiary of the original retirement plan, distributions will commence using the original participant's single life expectancy, reduced by one in each subsequent year, or
 - (b) before the original participant's required beginning date, the entire amount remaining in the account will, at your election, either
 - (i) be distributed by December 31 of the year containing the fifth anniversary of the original participant's death, or
 - (ii) be distributed over your remaining single life expectancy.

As a designated beneficiary of the original participant, you must elect either option (i) or (ii) by December 31 of the year following the year of the original participant's death. If no election is made, the distribution will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of the original participant's death. If the original

participant's designated beneficiary is not an individual or qualified trust as defined in the Regulations, the original retirement plan will be treated as having no designated beneficiary(ies) for purposes of determining the distribution period. If there is no designated beneficiary of the original retirement plan, the entire inherited Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of the original participant's death.

If you have inherited a retirement plan and have either elected or defaulted to payments under the five-year rule, you may change to a life expectancy payment election if a life-expectancy based payment is taken by December 31 of the year following the year of the original participant's death.

2. If you are the nonspouse beneficiary of a deceased Roth IRA owner, the entire amount remaining in the inherited account will, at your election, either
 - (a) be distributed by December 31 of the year containing the fifth anniversary of the original Roth IRA owner's death, or
 - (b) be distributed over your remaining life expectancy.

As a designated beneficiary of the original Roth IRA owner, you must elect either option (a) or (b) by December 31 of the year following the year of the original Roth IRA owner's death. If no election is made, the distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of the original Roth IRA owner's death. If the original Roth IRA owner's designated beneficiary is not an individual or qualified trust as defined in the Regulations, the original Roth IRA will be treated as having no designated beneficiary(ies) for purposes of determining the distribution period. If there is no designated beneficiary of the original Roth IRA, the entire inherited Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of the original Roth IRA owner's death.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN INHERITED ROTH IRA

- A. **TAX-DEFERRED EARNINGS** – The investment earnings of your inherited Roth IRA are not subject to federal income tax as they accumulate in your inherited Roth IRA. In addition, distributions of your inherited Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.
- B. **TAXATION OF DISTRIBUTIONS** – The taxation of inherited Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.
1. **Qualified Distributions** – Qualified distributions from your inherited Roth IRA (both the contributions and earnings) are not included in your income. A qualified distribution is a distribution that is made after the expiration of a five-year period. The five-year period for assets inherited from a Roth IRA owner begins January 1 of the first year for which the original Roth IRA owner made a contribution to any Roth IRA (including a conversion from a Traditional IRA). The five-year period for assets inherited from a Roth 401(k) or 403(b) plan begins January 1 of the year the assets are rolled over to an inherited Roth IRA.
 2. **Nonqualified Distributions** – If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your inherited Roth IRA will be included in your gross income. However, when you take a distribution, the amounts the original Roth IRA, Roth 401(k) or Roth 403(b) owner contributed annually to the Roth IRA, Roth 401(k) or Roth 403(b) will be deemed to be removed first, followed by conversion or rollover 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 the annual contributions, conversion and rollover contributions. These "ordering rules" are complex. If you have any questions regarding the taxation of distributions from your inherited Roth IRA, please see a competent tax advisor.
- C. **ROLLOVERS AND TRANSFERS** – Your inherited Roth IRA may receive a rollover contribution from an inherited qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan, or a transfer from another inherited Roth IRA. Rollover is a term used to describe a direct movement of cash or other property to your inherited Roth IRA from an eligible retirement plan that you have inherited as an eligible beneficiary. The rollover and transfer rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or transfer, please see a competent tax advisor.
1. **Roth IRA to Inherited Roth IRA Transfers** – Funds you have inherited from a deceased Roth IRA owner may be directly transferred to an inherited Roth IRA.

2. **Rollovers from 401(k) or 403(b) Plans Containing Roth Elective Deferrals to an Inherited Roth IRA** – If you are a spouse, nonspouse, or qualified trust beneficiary of a deceased 401(k) or 403(b) plan participant who had made Roth elective deferrals to the plan, you may directly roll over the Roth elective deferrals, and their earnings, to an inherited Roth IRA. The Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements.
3. **Rollovers from Eligible Retirement Plans to an Inherited Roth IRA** – If you are a spouse, nonspouse, or qualified trust beneficiary who has inherited a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan, you may be eligible to directly roll over the assets to an inherited Roth IRA. If your MAGI is not more than \$100,000 and you are not married filing a separate income tax return, you may directly roll over an eligible rollover distribution from the retirement plan to an inherited Roth IRA. Beginning in 2010, the \$100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated. The amount of the rollover from the retirement plan shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any after-tax contributions). Although the rollover amount is generally included in income, the 10 percent early distribution penalty shall not apply to rollovers from an eligible retirement plan to an inherited Roth IRA.
4. **Written Election** – At the time you make a proper rollover to an inherited Roth IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the election is irrevocable.

LIMITATIONS AND RESTRICTIONS

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

FEDERAL TAX PENALTIES

- A. **EARLY DISTRIBUTION PENALTY** – The additional 10 percent early distribution penalty tax will not apply to any distributions taken from the inherited Roth IRA since these distributions are considered death distributions, which is an early distribution penalty exception.
- B. **EXCESS ACCUMULATION PENALTY** – As previously described, you or your successor beneficiary(ies) are generally required to take certain required minimum distributions. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.
- C. **PENALTY REPORTING** – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

- A. **IRS PLAN APPROVAL** – The Agreement used to establish this inherited Roth IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **ADDITIONAL INFORMATION** – You may obtain further information on Roth IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.
- C. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.