

# Christian Financial Resources Investment Application

NEW APPLICATION     CHANGE OF INFORMATION

<b>For Office Use Only</b>
Investment # _____

## 1. OWNER INFORMATION (APPLICANT)

APPLICANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (     ) \_\_\_\_\_ WORK PHONE: (     ) \_\_\_\_\_

EMAIL: \_\_\_\_\_ SOCIAL SECURITY NUMBER OR TAX ID NUMBER: \_\_\_\_\_

BIRTH DATE: \_\_\_\_\_

MARITAL STATUS:  SINGLE     MARRIED     WIDOW

## 2. CO-OWNER INFORMATION (IF APPLICABLE)

APPLICANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (     ) \_\_\_\_\_ WORK PHONE: (     ) \_\_\_\_\_

EMAIL: \_\_\_\_\_ SOCIAL SECURITY NUMBER OR TAX ID NUMBER: \_\_\_\_\_

BIRTH DATE: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

## 3. CHURCH AFFILIATION

CHURCH NAME: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

## 4. TYPE OF INVESTMENT

### DEMAND INVESTMENTS

- DAILY INVESTMENT - \$250 minimum
- READY CASH INVESTMENT (NON-PROFITS) - \$1,000 minimum <sup>1</sup>
- READY CASH INVESTMENT (BUSINESS) - \$1,000 minimum <sup>1</sup>

### CERTIFICATES

- 1 YEAR CERTIFICATE - \$1000
- 3 YEAR CERTIFICATE - \$10,000 minimum
- 5 YEAR CERTIFICATE - \$10,000 minimum
- JUMBO 3 YEAR CERTIFICATE - \$100,000 minimum

### IRA – RETIREMENT INVESTMENTS

- TRADITIONAL IRA - \$3,000 minimum <sup>2,3</sup>
- ROTH IRA - \$3,000 minimum <sup>2,3</sup>

<b>TOTAL INVESTMENT</b>
\$ _____

<sup>1</sup> Corporate Resolution required for this investment (visit CFR website or call CFR for this document)  
<sup>2</sup> Further IRA Application Forms are required for these investments (please call CFR for more information)  
<sup>3</sup> Please allow several weeks for processing on all IRA investments

(PLEASE COMPLETE OTHER SIDE)



**5. TYPE OF OWNERSHIP (PLEASE CHOOSE ONE)**

- INDIVIDUAL
- LIVING TRUST (SEE A BELOW)
- CORPORATION (must fill out Corporate Resolution)
- JOINT
- TRANSFER ON DEATH – T.O.D.
- UNINCORPORATED ORGANIZATION

**SECTION A – FOR LIVING TRUST ONLY** (include a copy of cover, successor trustee, and signature pages)

NAME OF TRUST: \_\_\_\_\_  
PLEASE ATTACH A SEPARATE SHEET FOR ADDITIONAL NAMES AND INFORMATION – INDICATE THE PRIMARY & SECONDARY BENEFICIARY

**6. DISTRIBUTION OF INTEREST (PLEASE CHOOSE ONE)**

- ACCUMULATE & COMPOUND MY INVESTMENT
- PAY TO ME MONTHLY BY CHECK
- PAY TO ME QUARTERLY BY CHECK
- PAY TO ME ANNUALLY BY CHECK
- I DIRECT MY INTEREST TO:
  - CHRISTIAN FINANCIAL RESOURCES, INC.
  - THE FOLLOWING CHURCH ORGANIZATION (SEE A BELOW)
  - THE FOLLOWING INDIVIDUAL/ INSTITUTION (SEE A BELOW)

**SECTION A – DISTRIBUTION DESIGNATION INFORMATION**

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**7. DISTRIBUTION UPON DEATH (PLEASE CHOOSE ONE)**

UPON MY DEATH, I DIRECT CHRISTIAN FINANCIAL RESOURCES, INC. TO TRANSFER THIS INVESTMENT TO:

- MY ESTATE
- CHRISTIAN FINANCIAL RESOURCES, INC.
- OTHER
- THE FOLLOWING INSTITUTION:

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**8. Consultant Information**

HOW DID YOU HEAR ABOUT CFR?

- CHURCH PRESENTATION
- WEB SITE
- OTHER: \_\_\_\_\_

IF APPLICABLE, PLEASE INDICATE WHICH CFR CONSULTANT YOU HAVE TALKED TO:

- DARREN KEY
- JASON RUTLAND
- OTHER: \_\_\_\_\_

**9. ACKNOWLEDGEMENT**

A specimen of my/our signature is shown below. You are hereby authorized to supply any endorsement for me/us on any instrument tendered for this investment. You are hereby relieved of any liability in connection with collection of such items which are handled by you without negligence and you shall not be liable for acts of your agent, sub-agents or others for any causality. It is agreed by CFR and the undersigned that all transactions on this investment shall be governed by the rules and regulations governed by this investment.

I/we acknowledge that I/we have received a prospectus explaining the certificates of participation and investments of Christian Financial Resources, Inc. and that I/we fully understand the explanations. I/we certify that I/we execute this Purchase Application on \_\_\_\_\_ (date) at \_\_\_\_\_ (city, state).

Please indicate the number of signatures that are required on this account: \_\_\_\_\_

PRINT \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 PRINT \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**Print, Sign & Mail** This Purchase Application along with a W-9 Form and with your check.



# Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								
or								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*





# Transfer Request

# Direct Rollover Request

Name of Account Holder: \_\_\_\_\_ S/S # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name & Address of Present Custodian or Trustee  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**STATEMENT REQUIRED**  
 Please attach a copy of the most recent statement from your current custodian.

Present Trustee/Custodian A/C No.: \_\_\_\_\_

**\*Reminder\*** Transfer and Direct Rollover defined: a Transfer is from an IRA to an IRA and a Direct Rollover is from a Qualified Plan (401-K Plan, 403-B, TSA, Qualified Annuities) to an IRA.  
 PLEASE DO NOT CHECK BOTH TRANSFER AND ROLLOVER.

**TRANSFER INSTRUCTIONS**

Please transfer \_\_\_\_\_ ALL or \_\_\_\_\_ Part of my present IRA with your organization in the manner listed below:

**DIRECT ROLLOVER INSTRUCTIONS**

Please transfer \_\_\_\_\_ ALL or \_\_\_\_\_ Part of my present IRA with your organization in the manner listed below:

Please contact your Plan Administrator for their Rollover Requirements prior to completing this form.

Asset Description	Quantity In IRA	Quantity To Be Transferred/Rolled	Liquidate Immediately	Transfer At Maturity	Transfer In Kind
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*I am aware that penalties may be incurred if time deposits are liquidated prior to their maturity date.*

Please make check payable as follows: **RELIANCE TRUST COMPANY, IRA CUSTODIAN A/C # 160** \_\_\_\_\_ / \_\_\_\_\_

**AGE 70 1/2 RESTRICTIONS** Complete if you will be age 70 1/2 or older in the transfer year.

The following transfer restrictions apply to this transaction:

- Required Minimum Distribution. I authorize the Custodian or Trustee named above (Select one option.)  to distribute my required minimum distribution to me prior to transferring my IRA assets  to segregate and retain my required minimum distribution amount.
- Required Elections. (Complete only if you have reached your required beginning date, i.e., April 1 following the year in which you turn age 70 1/2.)  
 a. My oldest primary beneficiary with respect to the transferring IRA is \_\_\_\_\_

\_\_\_\_\_  
 Name Date of Birth Relationship

I understand the rules and conditions applicable to direct rollovers and certify that I qualify for the funds or assets listed in the "Rollover" section of this Direct Rollover Request. Due to the important tax consequences of rolling funds over to an IRA, or other qualified plan, I have been advised to see a tax advisor. I hereby request payment from the plan designated above in the form of a direct rollover. I assume full responsibility for this direct transaction and will not hold Reliance Trust Company, Custodian or Issuer of either the distribution or receiving plans liable for any adverse consequences that may result.

I hereby irrevocably designate this contribution of funds or property with a value of \$ \_\_\_\_\_ as a rollover contribution.

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

**RELIANCE TRUST COMPANY**, hereby agrees to serve as the Custodian for the account of the above-named individual and, in that capacity, agrees to accept the transferred assets or the direct rollover of assets listed above.

\_\_\_\_\_  
 Authorized Signature of Reliance Trust Company, Custodian Date \_\_\_\_\_

# Traditional IRA Simplifier™

Individual Retirement Account

IRA HOLDER'S NAME AND ADDRESS				IRA CUSTODIAN'S NAME, ADDRESS AND PHONE	
				Reliance Trust Company <span style="float: right;">770.938.6400</span> P.O. Box 47647 <span style="float: right;">800.241.5568</span> Atlanta, Georgia 30326-0647	
Social Security Number	Date of Birth	Home Phone	Business Phone		

Check here if this is an amendment to an existing IRA.

IRA Account Identification	Contribution Date	Contribution Amount	Contribution Type	Contribution For Tax Year
			<input type="checkbox"/> Regular or Spousal <input type="checkbox"/> SEP (Simplified Employee Pension) <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover (including a direct rollover from an employer's plan)	

### BROKER INFORMATION

I authorize Reliance to provide any and all information on my account to the broker / dealer firm shown below until revoked by me in writing.

Broker / Dealer Firm \_\_\_\_\_ Firm Number \_\_\_\_\_ Phone No. \_\_\_\_\_  
 Current Representative \_\_\_\_\_ Representative Number \_\_\_\_\_

### DESIGNATION OF BENEFICIARY(IES)

The following individual(s) or entity shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA.

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

### SPOUSAL CONSENT

### SIGNATURES

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

#### CURRENT MARITAL STATUS

**I Am Not Married** - I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiary form.

**I Am Married** - I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

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

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

\_\_\_\_\_  
(Signature of Spouse) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Spouse) \_\_\_\_\_  
(Date)

*Important: Please read before signing.*

I understand the eligibility requirements for the type of IRA deposit I am making and state that I do qualify to make the deposit. I have received a copy of the Application, 5305-A Plan Agreement, Financial Disclosure and Disclosure Statement. I understand that the terms and conditions which apply to this Individual Retirement Account are contained in this Application and the 5305-A Plan Agreement. I agree to be bound by those terms and conditions. Within seven (7) days from date I open this IRA, I may revoke it without penalty by mailing or delivering a written notice to the Custodian. I assume complete responsibility for:

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

\_\_\_\_\_  
(IRA Holder) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Signature of Custodian) \_\_\_\_\_  
(Date)

# INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

Form 5305-A Under Section 408(a) of the Internal Revenue Code

FORM REV JAN 1998

The Depositor whose name appears on the attached Application is establishing an Individual Retirement Account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the attached Application has given the Depositor the disclosure statement required under 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

The Custodian may accept additional cash contributions on behalf of the Depositor for a tax year of the Depositor. The total cash contributions are limited to \$2,000 for the tax year unless the contribution is a rollover contribution described in Section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or an employer contribution to a Simplified Employee Pension Plans described in Section 408(a)(5).

## ARTICLE II

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

## ARTICLE III

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

## ARTICLE IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Depositor's interest in the Custodial account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and Proposed Regulations Section 1.408-8, including the incidental death benefit provisions of Proposed Regulations Section 1.401(a)(9)-2, the provisions of which are incorporated by reference.

2. Unless otherwise elected by the time distributions are required to begin to the Depositor under paragraph 3, or to the surviving spouse under paragraph 4, other than in the case of a life annuity, life expectancies shall be recalculated annually. Such election shall be irrevocable as to the Depositor and the surviving spouse and shall apply to all subsequent years. The life expectancy of a nonspouse beneficiary may not be recalculated.

3. The Depositor's entire interest in the Custodial account must be, or begin to be, distributed by the Depositor's required beginning date, April 1 following the calendar year end in which the Depositor reaches age 70 1/2. By that date, the Depositor may elect, on a manner acceptable to the Custodian, to have the balance in the Custodial account distributed in:

- A single sum payment
- An annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over the life of the Depositor.
- An annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over the joint and last survivor lives of the Depositor and his other designated beneficiary.
- Equal or substantially equal annual payments over a specified period that may not be longer than the Depositor's life expectancy.
- Equal or substantially equal annual payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Depositor and his or her designated beneficiary.

4. If the Depositor dies before his or her entire interest is distributed to him or her the entire remaining interest will be distributed as follows:

- If the Depositor dies on or after distribution of his or her interest has begun, distribution must continue to be made in accordance with paragraph 3.
- If the Depositor dies before distribution of his or her interest has begun, the entire remaining interest will, at the election of the Depositor or if the Depositor has not so elected, at the election of the beneficiary or beneficiaries, either
  - Be distributed by the December 31 of the year containing the fifth anniversary of the Depositor's death
  - Be distributed in equal or substantially equal payments over the life or life expectancy of the designated beneficiary or beneficiaries starting by December 31 of the year following the year of the Depositor's death. If, however, the beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before December 31 of the year in which the Depositor would have reached age 70 1/2.
- Except where distribution in the form of an annuity meeting the requirements of Section 408(b)(3) and its related regulations has irrevocably commenced, distributions are treated as having begun on the Depositor's required beginning date, even though payments may actually have been made before that date.
- If the Depositor dies before his or her entire interest has been distributed and if the beneficiary is other than the surviving spouse, no additional cash contributions or rollover contributions may be accepted in the account.

5. In the case of a distribution over life expectancy in equal or substantially equal annual payments to determine the minimum annual payment for each year divide the Depositor's entire interest in the Custodial Account as if the close of business on December 31 of the preceding year by the life expectancy of the Depositor (or the joint life and last survivor expectancy of the Depositor and the Depositor's designated beneficiary, or the life expectancy of the designated beneficiary whichever applies). In the case of distributions under paragraph 3, determine the initial life expectancy (or joint life and last survivor expectancy), using the attained ages of the Depositor and designated beneficiary as of their birthdays in the year the Depositor reaches age 70 1/2. In the case of a distribution in accordance with paragraph 4(b)(ii), determine life expectancy using the attained age of the designated beneficiary as of the beneficiary's birthday in the year distributions are required to commence.

6. The owner of two or more individual retirement accounts may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524, to satisfy the minimum distribution requirements described above. This method permits an individual to satisfy these requirements by taking from one individual retirement account the amount required to satisfy the requirements of another.

## ARTICLE V

- The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under Section 408(i) and Regulations Sections 1.408-5 and 1.408-6.
- The Custodian agrees to submit reports to the Internal Revenue Service and the Depositor prescribed by the Internal Revenue Service.

## ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles that are not consistent with Section 408(a) and related regulations will be invalid.

## ARTICLE VII

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

## ARTICLE VIII

8.01 **Definitions:** In this part of this Agreement (Article VIII), the words "you" and "your" mean the Depositor, the words "we", "us" and "our" mean the Custodian and "Code" means the Internal Revenue Code.

8.02 **Notices And Change Of Address:** Any required notice regarding this IRA will be considered effective when we mail it to the last address of the intended recipient which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You must notify us of any change or address.

8.03 **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 rely upon any such information or directions. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures and you agree to reimburse us for any loss we may incur as a result of such direction, actions, or failures to act. We shall not be responsible for any penalties, taxes, judgements or expenses you incur in connections with your IRA. We have no duty to determine whether your contributions or distributions comply with the Code, regulations, rulings or this Agreement.

8.04 **Service Fees:** We have the right to charge an annual service fee or there designated fees (for example, a transfer, rollover or termination fee) for maintaining your IRA. In addition, we have the right to be reimbursed for all reasonable expenses we incur in connection with the administration of your 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 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. Any brokerage commissions attributable to the assets in your IRA will be charged to your IRA. You cannot reimburse your IRA for those commissions.

### 8.05 **Investment Of Amounts in the IRA:**

**a. Direction Of Investment -**You have exclusive responsibility for and control over the investments of the assets of your IRA. You shall direct all investment transactions, including earnings and the proceeds from securities sales. Your selection of investments, however, shall be limited to publicly traded securities, mutual funds, money market instruments and other investments that are obtainable by us and that are pursuant to our standard policies and procedures, in effect from time to time, that we are willing to hold. Depositor also has sole responsibility to determine the eligibility of both their contribution(s) and investment(s). The amount of each contribution to the Custodial Account shall be applied to the purchase of investments as directed by the Depositor. However, the Custodian may decline to participate or continue to hold any investment if it is not qualified investment or is not consistent with our current policies and procedures. The custodian has no duty to investigate or determine whether the contribution or investment is appropriate, qualified or permissible. For purposes of the Agreement, a "qualified" investment shall mean any investment acceptable to Custodian other than an investment which if

purchased, sold, or held for use in the IRA created herein, would cause or contribute to the failure of said IRA and this Custodial Agreement to qualify under Section 408(a) of the Code or to otherwise comply with other applicable laws and regulations, or would otherwise cause the requirement of tax returns to be filed or cause adverse tax consequences to Depositor Custodian, or the Custodial Account (IRA) created herein.

Depositor and Custodian acknowledge and agree that, notwithstanding anything contained in the Agreement to the contrary (except Article VII which shall be controlling), Depositor and not Custodian is responsible for investigating and monitoring the performance of the investments in the IRA without limitation, directed investments, investment distributions and yields from such investments; Depositor shall be responsible for timely filing of any tax returns due, (e.g., unrelated business taxable income returns etc.) on behalf of this Custodial Account, and Depositor directs that any tax penalty, interest or other charges, expense or liability owed by the Custodial Account shall be deducted from the Custodial Account or from the proceeds of any distribution therefrom, and any penalty, charge expense or other liability owed by Custodian arising from such IRA investment or distribution shall be deducted from the proceeds of any distribution or transfer from Custodial Account. The Custodian shall hold such investments as part of the Custodial Account and shall receive, if any, the interest, dividends other distributions and/or other proceeds ("proceeds") from the investments so long as such proceeds constitute qualified investments, and hold the same as part of the Custodial Account. Custodial Account assets including such qualifying proceeds shall be invested by the Custodian as directed from time to time by the Depositor. Absent of pending such direction, such Custodial Account assets may be held uninvested or Custodian shall be entitled on a daily basis to sweep all IRA account cash balances. Such balances shall be invested in short-term trust quality investments including, but not limited to, insured savings accounts, savings certificates, federal funds, any common trust fund managed by Custodian for investment of similar Custodial Account Assets, insured money market accounts, government securities and/or agencies, and mutual funds comprised of such investments. The Custodian shall have all powers and authority necessary to the holding, administering, voting (in person or by proxy), and/or negotiating of such government securities, insured bonds, savings deposits, savings certificates, federal funds, and other qualified investments as Custodian thereof, so as to enforce every right and benefit thereunder on behalf of the Custodial Account, including but not limited to, the following:

To retain the Custodial Account property uninvested for such period of times as in the opinion of Custodian, is reasonable and appropriate in order to comply with directions of Depositor and to assure availability of funds and such time will be no greater than specified by law for deposits made by check;

To invest contributions through qualified agents including broker-dealers or brokerage firms or other qualified agents as designated by Depositor in the Adoption Agreement or otherwise in writing to Custodian, and to act or not act in accordance with directions from any agent(s) so designated by Depositor;

To do all such acts, take all such proceedings, and exercise all such rights and privileges whether herein before specifically referred to or not, with relation to any property, as could be done, taken or exercised by the absolute owner thereof, pursuant to direction of Depositor or pursuant to any statute of Georgia or the decision of its courts, by a Custodian with respect to any Custodial Account assets.

In the event any statute of Georgia shall confer any right, authority, discretion or power on a Custodian and such statute shall provide that it shall not take effect until a specified date or shall apply only to Custodial Accounts created after a specified date, the Custodial Account, if any such specified date, shall, irrespective of the date of the actual creation of the Custodial Account, be deemed for the purpose of conferring any such right, authority, discretion or power on the Custodian, to have been created after such specified date; and

In making all investments, Custodian shall not be limited to investments now or hereinafter designated by statute or decision of a court as "legal investments" for funds held by fiduciaries.

Depositor acknowledges and agrees that Custodian shall not exercise any discretionary power with respect to the IRA or vote on any action decision question or any other matter whatsoever regarding the investment(s) or other assets held in relating to the Custodial Account and its assets except as specifically directed by Depositor, and conditioned upon Depositor's providing Custodian the required ballot(s), direction letter and proxies necessary to cast such vote. A service charge will be imposed for each such service as set forth in the Schedule of Fees. Notwithstanding the foregoing, the Depositor agrees that the Custodian may, as its sole discretion, but shall not be required (unless required under applicable law) inform Depositor by forwarding materials or otherwise, communicating with Depositor under the provisions of Article 12.5 as to any questions decisions or other matters for which a vote may be necessary or helpful and

Custodian shall thereafter have no responsibility whatsoever with respect thereto except as set forth above. A service charge will be imposed in accordance with the Schedule of Fees for each instance on which such materials are forwarded to Depositor. Depositor acknowledges and agrees that unless required by applicable law, Custodian is not responsible for communicating, forwarding or notifying any party, including the Depositor, with respect to any communication or matter which comes to the attention of or is received by the Custodian with respect to Custodial Account investment, and that Depositor is responsible for making separate arrangements for receiving such communications. The Depositor acknowledges and agrees that the Custodial Account may consist of securities (including the securities of Custodian), savings and other qualified investments as herein above described and that the distributions set forth in Article IV may consist of securities, other qualified investments in kind and/or cash. Furthermore, the Depositor recognizes and agrees that early distribution or certain investment directions may result in penalties, loss of equity or other consequences adverse to the Custodial Account assets, and the Custodian is relieved from responsibility thereto. For example, Depositor may not pledge the Custodial Account assets as security for a loan. Custodian shall also be relieved of any duty to question advise or direct the Depositor or his/her agent or to review the Custodial Accounts or otherwise assent to review any direction of Depositor or his/her agent as to Custodial Account property. Custodian is relieved of making or filing any inventory, appraisal or accounting to any court or from posting bond or from filing any returns or reports with any court. The custodian may delay in action or adopt from time to time other procedures which Custodian will follow to assure the availability of funds prior to any investment of deposits made by check or to assure the legality and validity of or compliance with the terms of this Custodial Account as to any action directed by Depositor or otherwise contemplated by Custodian.

In the absence of instructions from you or if your instructions are not in a form acceptable to us, we shall hold any uninvested amounts in cash and we shall have no responsibility to invest uninvested cash unless and until directed by you.

All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usage of any exchange, market or clearing house where the transaction is executed and to our policies and practices.

After your death, your beneficiary(ies) shall have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03).

**b. Our Investment Powers And Duties** - We shall have no discretion to direct any investment in your IRA. We assume no responsibility for rendering investment advice with respect to your 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 IRA. We shall exercise the voting rights and other shareholder rights with respect to securities in your IRA but only in accordance with the instructions you give to us.

**c. Delegation Of Investment Responsibility** - We may, but are not required to permit you to delegate your investment responsibility for your IRA to another party acceptable to us by giving written notice of your delegation in a format we prescribe. We shall follow the direction of any such party who is properly appointed and we shall be under no duty to review or question, nor shall we be responsible for, any of that party's directions, actions or failures to act.

**d. Brokerage / Trade Execution Process** - Reliance Trust trading personnel will attempt to obtain best execution for customers when a transaction request is received, whether from a discretionary or non-discretionary account. This simply means working in our customer's behalf to obtain the most favorable price terms for a transaction reasonably available under the circumstances. Unless specifically directed, Reliance will use its discretion on how to best effect the transaction, including the utilization of electronic trading platforms and through reputable broker/dealer organizations known for their trading and research capabilities. Factors considered by Reliance trading personnel in the placement of the trade include (but not limited to) the size of the order relative to the trading activity and liquidity in the security, the difference between the indicated bid/offer price and depth of broker/dealer activity in the security.

Based on market surveys, Reliance Trust has determined the transaction fee schedules associated with each type of account relationship maintained are considered to be fair, reasonable and in line with comparative organizations providing similar services. Clients may direct Reliance to use particular broker/dealers to execute portfolio transactions. In these instances, Reliance will not attempt to negotiate commissions with the designated broker/dealer and clients may pay higher commissions than they might have paid if they had not made such a designation.

Since commission rates are negotiated between Reliance Trust and the broker/dealer firms utilized, trade related charges to the account for fulfilling a transaction request may be greater than the direct costs incurred for executing the trade. In the investment business these differences are known as "soft dollars". If and when soft dollars are generated, Reliance uses these funds for the purchase of research products and/or services which benefit you and other customers. Products and services included within these categories include trading systems, real time quote and pricing services, on line news and research services (including company/industry research, investment strategy, economic and technical analysis, mutual fund databases), investment related technology (software and hardware), performance measurement and financial publications. Ongoing maintenance of your account at Reliance Trust indicates your acceptance of the above. If you should have need for more detailed information on this issue including commission schedules, products or services purchased,

please call the administrator assigned to your account.

e. **Valuation of Assets** - According to IRS code 408, the IRA custodian must provide the account holder with annual statements that show the account balance as of the close of the calendar year. In order to produce accurate annual reporting, all assets held within your IRA need to be valued annually. If this value can not be obtained through Reliance's standard pricing resources, it will be the responsibility of the depositor to supply such values.

8.06 **Beneficiaries:** If you die before you receive all of the amounts in your IRA, payments from your IRA will be made to your beneficiaries.

You may designate one or more person or entity as beneficiary of your IRA. This designation can only be made on a form prescribed by us and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary shall not be required for you to revoke a beneficiary designation. If you do not designate a beneficiary, your estate will be the beneficiary.

If the beneficiary payment election described in Article IV, Section 4(b) of this Agreement is not made by December 31 of the year following the year of your death, the following rules apply. If the beneficiary is your spouse, the payment described in Article IV, Section 4(b)(ii) will be deemed elected (that is, payments over the life or life expectancy of your spouse). If the beneficiary or beneficiaries are or include anyone other than your surviving spouse, the payment method described in Article IV, Section 4(b)(i) will be deemed elected (that is the 5 year rule).

A spouse beneficiary will retain the option to treat the deceased's IRA as his or her own.

8.07 **Termination:** 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 of your IRA to another financial organization. If you do not complete a transfer of your IRA within 30 days from the date we mail the notice to you, we have the right to transfer your IRA assets to a successor IRA custodian or trustee that we choose in our sole discretion or we may pay your 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 or 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 hold back from your IRA a reasonable amount of money that we believe is necessary to cover any one or more of the following:

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

If our organization is merged 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 IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your IRA, but only if it is the type of organization authorized to serve as an IRA trustee or custodian.

If we are required to comply with Section 1.408-2(e) of the Treasury Regulations 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 custodian or trustee.

8.08 **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.

8.09 **Withdrawals:** All requests for withdrawal 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. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements.

8.10 **Required Minimum Distributions:** We reserve the right (but we have no obligation to do so) to elect whether or not life expectancies will be recalculated in connection with required minimum distributions from your IRA, provided, however, that we give you notice of our election. Alternatively, we may allow you to make such an election. As described in Article IV, Section 3, of this Agreement, you may make an election to begin receiving payments from your IRA in a manner that satisfies the required minimum distribution rules no later than April 1st of the year following the year you reach age 70 1/2. (This is called the "required beginning date.") If you fail to make such an election by your required beginning date, we can at our complete and sole discretion, do any one of the following:

- \* make no payment until you give us a proper payment request;
- \* pay your entire IRA to you in a single sum payment; or
- \* calculate your required minimum distribution from your IRA each year based on your single life expectancy (not recalculated) 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 distribution.

8.11 **Transfers From Other Plans:** We can receive amounts transferred to this IRA from the custodian or trustee of another IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.

8.12 **Liquidation Of Assets:** We have the right to liquidate assets in your IRA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against your 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.

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

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

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

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

## INSTRUCTIONS

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

### PURPOSE OF FORM

Note: *Users of the October 1992 revision of Form 5305-A are not required to use the January 1998 revision of the form.*

Form 5305-A is a model Custodial account agreement that meets the requirements of Section 408(a) and has been automatically approved by the IRS. An individual retirement account (IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian and must be completed no later than the due date of the individual's income tax return for the tax year (without regard to extensions). This account must be created in the United States for the exclusive benefit of the Depositor or his or her Beneficiaries.

Individuals may rely on regulations for the Tax Reform Act of 1986 to the extent specified in those regulations.

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

For more information on IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

### DEFINITIONS

**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.

### IDENTIFYING NUMBER

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

### IRA FOR NONWORKING SPOUSE

Form 5305-A may be used to establish the IRA Custodial account for a nonworking spouse.

Contributions to an IRA Custodial account for a nonworking spouse must be made to a separate IRA Custodial account established by the nonworking spouse.

## SPECIFIC INSTRUCTIONS

**Article IV:** Distributions made under this Article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70 1/2 to ensure that the requirements of Section 408(a)(6) have been met.

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

Note: *Form 5305-A may be reproduced and reduced in size.*

## RIGHT TO REVOKE YOUR IRA

If you receive this Disclosure Statement at the time you establish your IRA, you have the right to revoke your IRA within seven (7) days of its establishment. If revoked, you are entitled to a full return of the contribution you made to your 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 date of the postmark.

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

## REQUIREMENTS OF AN IRA

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

B. **MAXIMUM CONTRIBUTION** - The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of \$2,000 or 100 percent of your compensation. If you also maintain a Roth IRA, the maximum contribution to your Traditional IRAs (i.e., IRAs subject to Internal Revenue Code (IRC) Sections 408(a) or 408(b)) is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of \$2,000 or 100 percent of your compensation.

C. **NONFORFEITABILITY** - Your interest in your IRA is nonforfeitable.

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

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

F. **LIFE INSURANCE** - No portion of your IRA may be invested in life insurance contracts.

G. **COLLECTIBLES** - You may not invest the assets of your IRA in collectibles (within the meaning of Internal Revenue Code (IRC) 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. However, specially minted United States gold and silver bullion coins and certain state-issued coins are permissible investments. Beginning January 1, 1998, platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Section 408(m)(3)) are also permitted as IRA investments.

H. **REQUIRED MINIMUM DISTRIBUTIONS** - You are required to take minimum distributions from your IRA at certain times in accordance with Proposed Treasury Regulations Section 1.408-8. Below is a summary of the IRA distribution rules.

1. You are required to take a minimum distribution from your IRA for the year in which you reach age 70 1/2 and for each year thereafter. You must take your first pay out by your required beginning date, April 1 of the year following the year you attain age 70-1/2. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year (less any required distribution taken between January 1 and April 1 of the year following the year you attain age 70-1/2) by the joint life expectancy of you and your designated beneficiary. If you have not designated a beneficiary for your IRA by your required beginning date, your single life expectancy will be used.

2. Your single or joint life expectancy is determined by using the IRS unisex life expectancy tables. You can find these tables in Treasury Regulation Section 1.72-9.

We may establish a policy dictating whether or not life expectancies may be recalculated in determining required minimum distributions from your IRA. Alternatively, we may allow you to elect whether or not to recalculate your life expectancies.

You may choose (within the limits set forth in the distribution rules and our life expectancy recalculation policy) how you want your required minimum distributions structured. You must make your payment elections no later than April 1 following your 70 1/2 year. If you do not make an election by that date, we may do any one of the following:

- (a) make no payment until you give us a proper payout request,
- (b) pay your entire IRA to you in a single sum payment, or
- (c) determine your required minimum distribution each year based on your single life expectancy is (not recalculated) and pay those distributions to you until you direct otherwise.

3. If you name someone other than your spouse as your beneficiary, and your beneficiary is more than 10 years younger than you, your required minimum distributions must satisfy the Minimum Distribution Incidental Benefit (MDIB) rule. The MDIB rule generally requires that your required minimum distributions be calculated as if your beneficiary were exactly 10 years younger than you.

4. If you die,

- (a) on or after your required beginning date, distributions must be made to your beneficiary or beneficiaries at least as rapidly as under the method being used to determine minimum distributions as of the date of your death.
- (b) before your required beginning date, the entire amount remaining in your account will, at the election of your beneficiary or beneficiaries, either
  - (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or
  - (ii) be distributed in equal or substantially equal payments over the life or life expectancy of your designated beneficiary or beneficiaries.

Your 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 (ii) if the beneficiary is your surviving spouse, and in accordance with (i) if your beneficiary is not your surviving spouse. In the case of distributions under (ii), distributions must commence by December 31 of the year following the year of your death. If your spouse is the beneficiary, distributions need not commence until December 31 of the year you would have attained age 70 1/2, if later.

## INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA

A. **IRA DEDUCTIBILITY** - If you have not yet reached the year in which you attain age 70 1/2 and have earned income from services rendered, you may make an IRA contribution of the lesser of 100 percent of compensation or \$2,000. However, the amount of the contribution for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer maintained retirement plan. If you are not an active participant, your IRA contribution will be totally deductible. If you are an active participant, the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) for the tax year for which the contribution was made. MAGI is determined on your tax return using your adjusted gross income but disregarding any deductible IRA contribution.

**Definition Of Active Participant** - Generally, you will be an active participant if you are covered by one or more of the following employer-maintained retirement plans:

1. a qualified pension, profit sharing, 401(k), or stock bonus plan;
2. a qualified annuity plan of an employer;
3. a simplified employee pension (SEP) plan;
4. a retirement plan established by the Federal government, a State, or a political subdivision (except certain unfunded deferred compensation plans under IRC Section 457);
5. a tax sheltered annuity for employees of certain tax-exempt organizations or public schools;
6. a plan meeting the requirements of IRC Section 501(c)(18);
7. a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and
8. a SIMPLE IRA plan or a SIMPLE 401 (k) plan.

If you do not know whether your employer maintains one of these plans or whether you are an active participant in it, check with your employer and your tax advisor. Also, the Form W-2 (Wage and Tax Statement) that you receive at the end of the year from your employer will indicate whether you are an active participant.

If you are an active participant and are single, the deductible amount of your contribution is determined as follows: (1) take the Phase-out Maximum for the applicable year (specified below) and subtract your MAGI, (2) multiply the difference by .2. For example, if your 1998 MAGI is \$35,000, your maximum deductible contribution is \$1,000 (the 1998 Phase-out Maximum of \$40,000 minus your MAGI of \$35,000, multiplied by .2). You must round the resulting number to the next highest \$10 if the number is not a multiple of 10.

If you are an active participant, are married and you file a joint tax return, the deductible amount of your contributions is determined as follows: (1) take the Phase-out Maximum for the applicable year (specified below) and subtract your MAGI, (2) multiply the difference by .2. (Multiply the difference between the Phase-out Maximum and your MAGI by .1 beginning in 2007.) For example, if your MAGI in 1998 is \$55,000, your maximum deductible contribution is \$1,000: [(\$60,000 minus \$55,000) multiplied by .2]. You must round the resulting number to the next highest \$10 if the number is not a multiple of 10.

Tax Year	Joint Filers	Single Taxpayers
	Phase-out Maximum	Phase-out Maximum
1997	\$ 50,000	\$35,000
1998	60,000	40,000
1999	61,000	41,000
2000	62,000	42,000
2001	63,000	43,000
2002	64,000	44,000
2003	70,000	45,000
2004	75,000	55,000
2005	80,000	60,000
2006	85,000	60,000
2007	100,000	60,000

If you are married filing jointly and are not an active participant in an employer maintained retirement plan, but are married to someone who is an active participant, your maximum deductible contribution is determined by taking \$160,000 minus your MAGI and multiplying the result by .2 (subject to the maximum combined annual contribution limit for Traditional and Roth IRAs of the lesser of \$2,000 or 100 percent of earned income).

**B. TAX-DEFERRED EARNINGS** - The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

**C. NONDEDUCTIBLE CONTRIBUTIONS** - You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of \$2,000 or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions.

If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on your federal income tax return (using IRS Form 8606).

If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a \$100 penalty unless reasonable cause for the overstatement can be shown. Failure to file any form required by the IRS to report nondeductible contributions (e.g., IRS Form 8606) will result in a \$50 per failure penalty.

**D. TAXATION OF DISTRIBUTIONS** - The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included income.

If you have ever made nondeductible contributions to any IRA the following formula must be used to determine the amount of any IRA distribution excluded from income:

$$(\text{Aggregate Nondeductible Contributions}) \times (\text{Amount Withdrawn}) = \text{Amount Excluded From Income} \\ \text{Aggregate IRA Balance}$$

**NOTE:** Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that aggregate IRA balance includes the total balance of all of your IRAs as of the end of the year of distribution and any distributions occurring during the year.

**E. ROLLOVERS** - Your IRA may be rolled over to an IRA of yours or may receive rollover contributions, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from any of your IRAs, or from your employer's Qualified Retirement Plan or Tax Sheltered Annuity. SIMPLE IRA funds may not be rolled to your IRA during the first two years you participate in your employer's SIMPLE IRA plan. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

**1. IRA To IRA Rollovers** - Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of IRC Section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution. Further, you may roll the same dollars or assets only once every 12 months.

**2. Qualified Plan (Or Tax-Sheltered Annuity) To IRA Rollovers** - Effective for qualified plan distributions received after January 1, 1993, you may roll over, directly or indirectly, any eligible rollover distribution. An eligible rollover distribution is defined generally as any distribution from a qualified plan (other than distributions to nonspouse beneficiaries) unless it is part of certain series substantially equal periodic payments, after-tax dollars or a required minimum distribution.

If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a prepayment of income taxes. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your qualified plan balance, if you so choose. To qualify as a rollover, your eligible rollover distribution must be rolled over to your IRA not later than 60 days after you receive it. Alternatively, you may claim the withheld amount as income and pay the applicable income tax and, if you are under age 59½, the 10 percent early distribution penalty (unless an exception to the penalty applies).

As an alternative to the indirect rollover, your employer generally must give you the option of directly rolling your qualified plan balance over to an IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the IRA (or other qualified plan) that you designate. The 20 percent withholding requirements do not apply to direct rollovers.

If you place your rollover contribution in a separate (i.e., conduit) IRA plan which holds just those dollars, you preserve the right to later roll the money originating from the qualified plan into another qualified plan.

**3. Traditional IRA to Roth IRA Rollovers** - If your adjusted gross income is not more than \$100,000 you are eligible to roll over (or convert) all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). The amount of the rollover from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes and is includible in your gross income (except for any nondeductible contributions). Although the rollover amount is generally included in income, the 10 percent early distribution penalty shall not apply to rollovers or conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

If you roll over assets from your Traditional IRA to your Roth IRA prior to January 1, 1999, you may spread the amount of the distributions which must be included in your gross income ratably over a four year period beginning with the year in which the payment or distribution is made.

**4. Written Election** - At the time you make a proper rollover to an 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.

**F. CARRYBACK CONTRIBUTIONS** - 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 example, if you are a calendar year taxpayer and you make your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designated it as such.

## LIMITATIONS AND RESTRICTIONS

**A. SEP PLANS** - Under a Simplified Employee Pension (SEP) Plan that meets the requirements of IRC Section 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information which describes the terms of your employer's SEP Plan.

**B. SPOUSAL IRA** - If you are married, you may make payments to an IRA established for the benefit of your spouse. Your spouse must not have attained age 70½ in that year, or any prior year, even if you are age 70½ or older. You must file a joint tax return for the year for which the contribution is made.

The amount you may contribute to your IRA and your spouse's IRA is the lesser of \$4,000 or 100 percent of your combined compensation. However, you may not contribute more than \$2,000 to any one IRA.

**C. DEDUCTION OF ROLLOVERS AND TRANSFERS** - A deduction is not allowed for rollover or transfer contributions.

**D. ESTATE TAX EXCLUSION** - The \$100,000 federal estate tax exclusion previously available has been repealed for individuals dying after 12/31/84. No exclusion will be allowed for individuals dying after that date. Transfers of your 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 IRC Section 2501 if made after October 22, 1986.

**E. SPECIAL TAX TREATMENT** - Capital gains treatment and the favorable five or ten year forward averaging tax authorized by IRC Section 402 do not apply to IRA distributions.

**F. INCOME TAX TREATMENT** - Any withdrawal from your IRA, except a direct transfer, is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

**G. PROHIBITED TRANSACTIONS** - If you or your beneficiary engage in a prohibited transaction with your IRA, as described in IRC Section 4975, your IRA will lose its tax-exempt status and you must include the value of your account in your gross income for that taxable year.

H. *PLEDGING* - If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

## **FEDERAL TAX PENALTIES**

A. *EARLY DISTRIBUTION PENALTY* - If you are under age 59 1/2 and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of death, disability, a qualifying rollover, a direct transfer, the timely withdrawal of an excess contribution: or if 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 made to pay medical expenses which exceed 7.5 percent of your adjusted gross income 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 percent tax. Beginning January 1, 1998, payments to cover certain qualified education expenses and distributions for first-home purchases (up to lifetime maximum of \$10,000) are exempt from the 10 percent tax. This additional tax will apply only to the portion of a distribution which is includible in your income.

B. *EXCESS CONTRIBUTION PENALTY* - An excise tax of 6 percent is imposed upon any excess contribution you make to your IRA. This tax will apply each year in which an excess remains in your IRA. An excess contribution is any contribution amount which exceeds your contribution limit, excluding rollover and direct transfer amounts. Your contribution limit is the lesser of \$2,000 or 100 percent of your compensation for the taxable year.

C. *EXCESS ACCUMULATION PENALTY* - One of the requirements listed above is that you are required to take a minimum distribution by April 1 of the year following the year you attain age 70 1/2 and by the end of each year thereafter and that your designated beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not. This tax is referred to as an excess accumulation penalty tax.

D. *EXCESS DISTRIBUTION PENALTY* - Prior to 1997 you would have been taxed an additional 15 percent on any amount received and included in income during a calendar year from qualified retirement plans, tax sheltered annuities and IRAs which exceeded \$112,500 (indexed each year for the cost of living). Certain exceptions applied. If you received an excess distribution as described above, your tax advisor could determine if these exceptions applied to you. This tax is referred to as an excess distribution penalty. However, this tax is repealed effective for all payouts received after December 31 1996, as a result of the Taxpayer Relief Act of 1997.

E. *EXCESS RETIREMENT ACCUMULATION PENALTY* - In the past, your estate would have paid additional federal estate tax if you died with an excess retirement accumulation. An excess retirement accumulation existed if, at the time of your death, the value of all your interests in qualified plans tax-sheltered annuities and IRAs exceeded the present value of an annuity with annual payments of \$112,500 (indexed each year for the cost of living), payable over your life expectancy immediately before your death. This tax was referred to as an excess retirement accumulation tax penalty. However, this tax is repealed for estates of decedents dying after December 31, 1996, as a result of the Taxpayer Relief Act of 1997.

F. *PENALTY REPORTING* - You must file Form 5329 with the Internal Revenue Service to report and remit any penalties or excise taxes.

## **OTHER**

A. *IRS PLAN APPROVAL* - The Agreement used to establish this IRA has been approved by the Internal Revenue Service. 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. *ADDITIONAL INFORMATION* - You may obtain further information on IRAs from your District Office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*.