



820 Jorie Blvd. Suite 420
Oak Brook, IL 60523
630.368.5600 Telephone
630.368.5697 Fax

www.mtrustcompany.com

SELF DIRECTED IRA ADOPTION AGREEMENT

A ACCOUNT INFORMATION

Type of IRA (Please check one): Traditional Roth SEP

IRA Owner Information ("Account Owner"):

Mr. Mrs. Ms. Name: _____

Home Telephone: _____ Work Telephone: _____

E-mail Address: _____

Social Security No.: _____ Date of Birth: _____

Residential Address (P.O. box **not** acceptable):

Address: _____

City: _____ State: _____ Zip: _____

Account's Mailing Address If Different From Above (used as address of record):

Address: _____

City: _____ State: _____ Zip: _____

Driver's License: Number: _____ State: _____

B IRA FUNDING INFORMATION

	Amount Transferred/Deposited:
1. Regular IRA Contribution for tax year: _____ <i>(Please complete Deposit Form #OPR-012)</i>	\$ _____
2. Regular IRA Contribution for tax year: _____ <i>(Please complete Deposit Form #OPR-012)</i>	\$ _____
3. 60-Day Cash Rollover Contribution: <i>(Please complete Deposit Form #OPR-012)</i>	\$ _____
4. IRA Account Transfer (estimated total): <i>(Please complete IRA to IRA Account Transfer Authorization Form # IRA-007)</i>	\$ _____
5. Qualified Plan Direct Rollover: <i>(Please complete Qualified Retirement Plan Authorization of Direct Rollover Form # IRA-008)</i>	\$ _____
6. 60-Day Non-Cash Rollover Contribution:	\$ _____

On the lines below, describe the assets you are rolling into your IRA (e.g. stocks/bonds/etc.) or attach a copy of the most recent statement from your current IRA custodian or trustee. All assets should be in the IRA Owner's name.

C ACCOUNT ACCESS AND STATEMENT PREFERENCES

Please indicate your preferences with respect to online account access (*E-mail address required above*) and statements. Accounts receiving hard copy statements will be charged a fee of \$5.00 per statement. If no option is selected, and if you have provided your e-mail address above, your account statements will be made available to you online, otherwise you will receive hard copy statements quarterly.

- Prefer 24-Hour Online Account Access with Quarterly Online Statements**
I want online access to my account(s) and my statements.
- Prefer 24-Hour Online Access and Quarterly Statements in Mail**
I want online access to my account(s) and online statements, *and* hard copy statements (\$5.00 charge per statement) quarterly through the U.S. Mail.
- Decline 24 Hour Online Account Access and Receive Quarterly Statements in Mail**
I decline online access and prefer to receive hard copy statements (\$5.00 charge per statement) quarterly through the U.S. Mail.
- Request Investment Agent/Advisor Access**
I would like my Investment Agent to receive duplicate hard copy statements *and/or* view my account(s) online in the manner I have selected above; I have completed and attached the *Investment Agent Authorization* (OPR-004) granting the designated agent investment authority over my account(s).

D PAYMENT ELECTION FOR ACCOUNT AND ASSET HOLDING FEES

A non-refundable establishment fee of **\$50** will be charged to either your credit card or checking account at the time of opening the account. In addition, your IRA annual account and asset holding fees will be charged in the same manner on a quarterly basis. Please choose your preferred method of payment below. You must choose one.

- Credit Card** (Account Owner's information listed below is required if credit card option is selected.)

Name of Cardholder: _____ <i>(As it appears on card)</i>	
Credit Card #: _____	Expiration Date: ____ / ____ Month Year
Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover	Card Security Code*: ____
<i>*Card Security Code: Three digit code appearing on the back of your credit card near the signature line.</i>	
I authorize Millennium Trust Company to charge my credit card for the establishment fee and quarterly IRA fees.	
Cardholder's Signature: _____	Date: _____

- Debit (ACH) my checking account.** (Please attach a voided check to this form, and fill out bank information below.)

Bank Name: _____	Bank Phone: _____
Transit/ABA Number (9 digits): _____	Account Number: _____
Name(s) on Account: _____	

Transaction fees will automatically be charged to your IRA account at time of transaction.

E ACCOUNT CASH INVESTMENT PROGRAM

I acknowledge that idle cash in my account will be invested by the Millennium Trust Company, LLC automatic cash investment program ("Program") as described in the Article titled Cash Investment Program, Mutual Funds Fees in the respective Individual Retirement Account Custodial Agreement. The Program uses four different banks to provide multiple levels of FDIC insurance up to \$1 million as cash balances increase, plus a money market mutual fund ("Fund") for cash over \$1 million. The banks and the Fund currently used are listed on Millennium Trust's website www.mtrustcompany.com. Please contact a Millennium client service representative for further information and details regarding the Program. Account owner must leave \$500 on deposit, and if the balance drops below \$250, the account will be assessed a fee of \$20 per quarter.

F ACCOUNT BENEFICIARY INSTRUCTIONS

I, the undersigned, hereby make the following beneficiary designation. In the event of my death, pay benefits to the following named primary beneficiary(ies). If you are married and designate a beneficiary other than your spouse, have your spouse sign the spousal consent below if you live in a community property state. If more than one primary or contingent beneficiary is designated, the assigned percentages must equal 100%, or the beneficiaries will be assigned equal percentages. Contingent Beneficiaries take hereunder only if all Primary Beneficiaries fail to survive me. If multiple Primary or Contingent Beneficiaries are named, as to each Beneficiary that shall not survive me, his or her share (if any for a Contingent Beneficiary) shall be distributed to the remaining Beneficiaries, Primary or Contingent as the case may be in the proportions shown. Additional beneficiary designations or changes must be made via the proper form.

Full Name	Relationship	Soc Sec #	Birth Date	% to Beneficiary
Primary Beneficiaries				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Contingent Beneficiaries				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Please continue to page three to complete this form.

Spousal Consent: Complete this section if (1) Account Owner is married and has designated a Primary Beneficiary other than his/her spouse; and (2) this IRA account includes property in which his/her spouse possesses a community property interest. As of December 31, 2005, community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

I am the spouse of the Account Owner named above, I agree to my spouse's naming of a Primary Beneficiary other than myself, and I acknowledge that I shall have no claim whatsoever against Millennium Trust Company, LLC for any payment to my spouse's beneficiary(ies).

Spouse's Name: _____

Spouse's Signature: _____ Date: _____

G ACCOUNT OWNER'S ACKNOWLEDGEMENT AND AGREEMENT

Acknowledgement, Agreement and Signature *(Please read carefully, then sign and date below):*

I acknowledge and agree that it is my sole responsibility to direct the investment of the assets of my IRA with Millennium Trust Company, LLC as custodian ("Custodian"), and that the Custodian shall have NO LIABILITY for any losses, expenses, damages, costs, court costs including attorney fees or taxes, including a prohibited disqualification tax, and other liabilities and claims (collectively, "Damages") resulting from transactions executed by the Custodian in following directions from me or my authorized Investment Agent. I acknowledge that the Custodian does not provide any investment management or advice and will not be responsible for the performance of any asset in my IRA. I will obtain and read any applicable prospectus, private placement memorandum, offering circular or similar document prior to directing the Custodian to make any investment on behalf of my IRA. I agree to defend and indemnify the Custodian and to hold the Custodian harmless from and against all damages arising from taking any action directed orally or in writing by me or my authorized Investment Agent, or otherwise in connection with any investment which I, or my Investment Agent, has directed.

I understand the eligibility requirements for the type of investments I am making and state that I qualify to establish an IRA and to make such investments. I acknowledge that the Custodian has no responsibility for tax consequences due to additions to or distributions from this IRA. I acknowledge that I have received a copy of the Individual Retirement Account Custodial Agreement ("Agreement") and the accompanying Disclosure Statement, and I understand and agree to be bound by the terms, and conditions in both. I acknowledge that I have had the opportunity to review the Custodian's Fee Schedule and agree to the establishment fee and the other fees charged by the Custodian and the procedures in Article XVII of the Agreement. If I elect to make a rollover contribution to this IRA, I certify that I understand the rollover rules and I will meet the applicable requirements. I acknowledge that the Custodian does not provide, and I have not received from Custodian any tax or legal advice. I hereby certify that all information provided by me is true and correct.

IMPORTANT USA PATRIOT ACT INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: You must provide us with your name, residential address, social security number, date of birth and your driver's license number before we will accept and open your account.

Under penalties of perjury, I certify that (1) the Social Security number is my correct tax identification number; (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, or if so notified, such notice is no longer in effect; and (3) I am a U.S. person (including a U.S. resident alien). The IRS does not require that I consent to any provisions of this document other than this certification to avoid backup withholding.

ALL SECTIONS MUST BE COMPLETED IN ORDER TO AVOID DELAYS IN PROCESSING.

IRA Account Owner Signature: _____ Date: _____

Accepted: Millennium Trust Company, LLC

By: _____ Account No.: _____ Date: _____

For Internal Use Only:

Reference: _____



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IRA-TO-IRA ACCOUNT TRANSFER AUTHORIZATION

A CURRENT IRA ACCOUNT INFORMATION

Please fill in all information:

_____			Re: _____
Current Custodian (Name of Transferring Firm)			Account Owner's Name
_____			_____
Street Address			Social Security No.
_____	_____	_____	_____
City	State	Zip	Account No. w/ Current Custodian
_____	_____	_____	_____
Phone No.	Fax No.	_____	_____

E-Mail Address			

IRA TYPE: Traditional Roth SEP SIMPLE

B TRANSFER OF CURRENT IRA ACCOUNT

NOTE: A COMPLETE COPY OF A CURRENT ACCOUNT STATEMENT MUST BE ATTACHED BEFORE ANY TRANSFER CAN BE SUBMITTED.

Please choose either a Complete or Partial transfer:

- This is a **complete** transfer of the assets in my existing account.
 - Transfer my entire account IN-KIND. (Assets will be re-registered/money market funds will be transferred as cash.)
 - Liquidate all assets and transfer as cash. Estimated amount: \$_____ (Account Owner must instruct current IRA Custodian to liquidate all assets prior to submitting this form.)
 - Transfer \$_____ in cash and transfer IN-KIND all assets listed on the lines below: (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
- This is a **partial** transfer of the assets in my existing account.
 - Transfer \$_____ in cash. (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
 - Transfer IN-KIND only the assets listed on the lines below:
 - Transfer \$_____ in cash and transfer IN-KIND all assets listed on the lines below: (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
- Check here if you would like your funds wired. (Fee may apply — please check with your current Custodian.)

Liquidation instructions:

Quantity (All shares, or specify #)	Name of Fund, Security, or Asset
_____	_____
_____	_____
_____	_____

C TRANSFER AUTHORIZATION

I certify that the assets listed above are held in an IRA. If I am over 70½, I attest that none of the amount to be transferred to Millennium (MTC) will include any sums so required to be distributed under IRS minimum distribution rules, and Millennium may assume that all amounts received are eligible. I understand that Millennium reserves the right to review all assets being transferred prior to final acceptance as Successor Custodian. To expedite this transfer, I have provided Millennium with complete information, and I will check with my current Trustee to determine when the transfer will be processed.

Name: _____

Signature: _____

Date: _____

Please check with your current Trustee/Custodian to determine if a Medallion Signature Guarantee is required.

[Medallion Signature Guarantee Stamp Here]

A Medallion Signature Guarantee may be obtained from an authorized officer at a brokerage firm, bank or other financial institution. Certification by a notary public is not a substitute for a signature guarantee.

This form will be sent to your current Custodian by regular U.S. Mail unless overnight delivery is requested.

- Yes, I authorize Millennium to send by overnight delivery (A \$25 fee will be charged to your Millennium Account).

D MILLENNIUM ACCEPTANCE

Millennium Trust Company will accept the above-captioned account as Successor Custodian.

Authorized Officer: _____ Date: _____

Millennium Trust Company, LLC Custodian FBO: _____ Account No.: _____

820 Jorie Blvd., Suite 420
Oak Brook, IL 60523

Date Mailed: _____

Tax Identification No. 36-4400066

IRA TYPE:

- Traditional
- Roth
- SEP
- SIMPLE

PLEASE DO NOT FAX THIS FORM.



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DELIVERY INSTRUCTIONS

All DTC-Eligible: Marshall & Ilsley Bank
 Participant # 992
 Millennium Trust Co., LLC # 74-1005-00-3
 F/C: [Enter Client Account Number Here]

Book-Entry/Bonds: ABA # 021000018
 Reference A/C Number: 0322214
 Reference Name: Marshall & Ilsley Trust Co. Omnibus
 F/B/O Millennium Trust Co., LLC # 74-1005-00-3
 F/C: [Enter Client Account Number Here]

Foreign Securities: The Bank of New York
 Contact: Marshall & Ilsley Trust Co., NA
 F/B/O Millennium Trust Co., LLC # 74-1005-00-3
 Settlement Department
 (414) 287-8538
 Asset Booking Department
 (414) 287-8531

Fed-Wires: Wire to: Cole Taylor Bank
 1542 W. 47th St., Chicago, IL 60609
 ABA: 0710-00343
 Credit account: 0691-76019
 Account name: Millennium Trust Company, Trust Funds
 For Further Credit: [Enter Client Name Here]
 Millennium account #: [Enter Account No. Here]

Checks: Millennium Trust Co., LLC
 FBO [Client Name] and [Account Number]
 820 Jorie Blvd, Ste. 420
 Oak Brook, IL 60523

Physical Certificates: Millennium Trust Co., LLC Cust FBO [Client Name] and [Account Number]
 Attn: New Accounts
 820 Jorie Blvd, Ste 420
 Oak Brook, IL 60523

Private Placement Re-registration Millennium Trust Co., LLC Cust FBO [Client Name] and [Account Number]
 820 Jorie Blvd., Ste 420
 Oak Brook, IL 60523

Millennium Trust Company, LLC Tax ID # 36-4400066

Mutual Funds:

Please note: do not establish FBO accounts - This section to be completed by Millennium Trust.

Client Name: _____

Client's Account No.: _____ Date: _____

<u>Description of Asset</u>	<u>Asset Type</u>	<u>All or # of Shares</u>	<u>Fund Account No.</u>	<u>Bin No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



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QUALIFIED PLAN DIRECT ROLLOVER AUTHORIZATION

(This form is used to authorize/request a "direct rollover" from the participant's qualified plan to the successor plan.)

A QUALIFIED PLAN ROLLOVER INSTRUCTIONS

Present Custodian/Trustee Information:

Current Plan Type:

- Profit Sharing/Pension Plan 401(k) Roth 401(k) 403(b) Roth 403(b) Other: _____

Employer/Plan Name: _____

Trustee/Custodian Name: _____

Trustee/Custodian Address: _____

City: _____ State: _____ Zip: _____

Trustee/Custodian Phone No.: _____

Participant Information:

Name: _____ Millennium Account No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Social Security Number: _____

- Please rollover qualified plan indicated above to Successor Plan Custodian indicated below:

Successor Custodian Information:

All checks and/or securities should be made payable or registered to:

Millennium Trust Company, LLC
Custodian FBO

Type of Plan:

- Existing Profit Sharing/Pension Plan
 New/Existing Individual 401(k) Plan
 Rollover IRA
 Roth IRA

Employer/Trustee Name: _____

Address: 820 Jorie Blvd., Suite 420

City, State, Zip: Oak Brook, IL 60523

Tax Identification No.: 36-4400066

B DIRECT ROLLOVER AUTHORIZATION

The participant named above has requested that his/her retirement benefits be directly rolled over from the Present Plan to the Successor Plan. As the Successor Plan Custodian, we authorize the Present Plan Trustee/Custodian to send the funds payable to the Successor Plan Custodian for the benefit of the participant as indicated below (Please select one):

- Liquidate all assets and send cash proceeds to Successor Plan.
 - Liquidate \$ _____ and send cash proceeds (partial) to Successor Plan.
 - Liquidate all assets except those listed below, which are to be directly rolled over "in kind" to Successor Plan:
- Check here if you would like your funds wired. (Fee may apply — please check with your current Custodian.)

Quantity (All shares, or specify #)

Name of Fund, Security, or Asset

C RECIPIENT'S ACKNOWLEDGEMENT AND SIGNATURE

ACKNOWLEDGEMENT AND SIGNATURE BY CLIENT:

By signing this form, I/we certify that the Successor Plan is a defined contribution plan or IRA that accepts eligible rollover distributions. Furthermore, the present custodian can rely on the information herein without further investigation and will be held harmless for any adverse consequences that may result.

Name: _____

Signature: _____

Date: _____

[Medallion Signature Guarantee Stamp Here]

A Medallion Signature Guarantee may be obtained from an authorized officer at a brokerage firm, bank or other financial institution. Certification by a notary public is not a substitute for a signature guarantee.

This form will be sent to your current Custodian by regular U.S. Mail unless overnight delivery is requested.

- Yes, I authorize Millennium to send by overnight delivery (A \$25 fee will be charged to your Millennium Account).

D MILLENNIUM ACCEPTANCE

Millennium Trust Company will accept the above-captioned account as Successor Custodian.

Authorized Officer: _____ Date: _____

Millennium Trust Company, LLC Custodian FBO: _____ Account No: _____
 820 Jorie Blvd., Suite 420
 Oak Brook, IL 60523

Tax Identification No. 36-4400066

Plan Type:

- Existing Profit Sharing/Pension Plan
- New/Existing Individual 401(k) Plan
- Rollover IRA
- Roth IRA

PLEASE DO NOT FAX THIS FORM.



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FUTURES/FOREX INVESTMENT DIRECTION

A ACCOUNT INFORMATION

Account Owner's Name: _____
Millennium Account No. : _____ Phone Number: _____

B INVESTMENT DIRECTION

I hereby authorize and direct Millennium Trust Company to make an investment as follows:

Amount to be invested: \$ _____

FCM Name (Futures Comm. Merchant/Clearing Firm): _____

Introducing Broker: _____ Account No: _____

Broker's Telephone Number: _____ Brokerage Firm: _____

Please send applicable investment documentation and/or funds as follows (*Please select one*):

- U.S. Mail
- Bank Wire (*Initial investments may or may not be wired.*)
- Overnight Delivery (*Please select one*):
 - Third Party - Charge Carrier: _____ Account No. : _____
 - I hereby authorize the applicable overnight delivery fee be charged to my account for this service request.

Is account managed by a CTA? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, name of CTA Firm: _____
--

C CONDITIONS AND LIMITATIONS

Millennium Trust Company, LLC (Millennium) shall maintain sole custody of all property acquired under the account, but may, at its option, transfer such property to another bank, trustee or custodian of its own selections for safekeeping.

The sole obligation of Millennium in its capacity as Custodian shall be the safekeeping of property upon receipt, if applicable, and acceptance of such property under the Custodial agreement. Millennium shall be under no duty, obligation, or responsibility to ascertain and verify by inspection or otherwise that the property so held by it is the same as that represented and documented by the seller. The Account Owner shall hold Millennium harmless and indemnify it against any and all claims, demands, or causes of action arising from any variation in description, quality, specification or otherwise between what has been represented and documented by the seller and that which is held in safekeeping for the benefit of the Account Owner, including but not by way of limitation, any and all necessary court costs, attorneys' fees or other expenses incurred by the Custodian.

Millennium shall have no duty, liability or responsibility to insure the proper shipment of property to its institution, and shall be held harmless and indemnified by the Account Owner from any and all claims, demands or causes of action arising from this investment direction, including but not by way of limitation, any and all necessary court costs, attorneys' fees or other expenses incurred by Custodian. Millennium as Custodian has made no representations, recommendations, or other statements, concerning agents, brokers or institutions with whom the Account Owner now or in the future may be dealing. The Account Owner has been advised to make the appropriate investigation of such persons or institutions before directing the Custodian to make any transfer of funds from the account.

D ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE

I hereby acknowledge that I have reviewed all pertinent information relating to the above transaction(s) (e.g., brokerage house account forms, customer agreements, etc.); that I meet the specified suitability requirements; and that this investment does not constitute a Prohibited Transaction as defined in Internal Revenue Code Section 4975. I further acknowledge and I have read and that I agree to abide by the terms, conditions, and limitations concerning permitted investments and other statements contained on this form and any other supporting documents now existing, or as determined necessary from time to time by the Millennium Trust Company, LLC.

Account Owner's Signature: _____ Date: _____

For Internal Use Only
Per telephone conversation on _____ at _____ . Acct. Admin: _____



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630.368.5698 Fax

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SPECIAL FUTURES/FOREX INVESTMENT AUTHORIZATION

A ACCOUNT INFORMATION

Millennium Trust Company, LLC, as Custodian for the benefit of:

Account Owner _____

Social Security Number _____

Investment Type: *(check all that apply)*

- Futures Contracts
- Options on Futures
- Foreign Currency (Forex) Trading
- Covered Call Writing

In connection with the investment by the above-referenced account and the establishment by the account of one or more trading accounts (the "Accounts") with any Futures Commissions Merchant (FCM), Commodity Trading Advisor (CTA), Introducing Broker, Investment Firm or Broker Dealer (collectively, the "Broker"), you are authorized, instructed and directed as follows in paragraphs (1) through (9):

B ACCOUNT OWNER ACKNOWLEDGEMENT

PLEASE READ CAREFULLY THE FOLLOWING INFORMATION BEFORE SIGNING THIS INVESTMENT AUTHORIZATION.

Note: Account owner must complete any suitability questions and carefully review all risk disclosures, and any other applicable documents before Millennium Trust Company, LLC can process the investment. All documents related to the investment should be executed and signed by the account owner and then submitted to Millennium Trust for signature and execution as custodian. Pursuant to the Investment Direction Form (FUT-002) the purchaser will be Millennium Trust Company LLC Custodian FBO (Account Owner).

1. The undersigned represents and warrants that (a) the undersigned is the creator, beneficial owner, and depositor of the above referenced account, (b) the undersigned understands that this is a self-directed account and that as such the undersigned understands that he/she has exclusive authority under the documents establishing the account to make investment decisions for the account and (c) Millennium Trust Company (Millennium) neither is responsible nor liable for any investment decisions made by the undersigned for the account. The undersigned acknowledges and agrees that Millennium shall not exercise or have any authority to exercise any discretionary control respecting the management, administration, or deposition of the account or its assets, nor shall Millennium render or have any authority or responsibility to render any investment advice with respect to any moneys or other assets of the account.
2. Not personally, but solely in your capacity as custodian for the account, shall receive, execute and deliver to Broker such agreements, authorizations, and other documents as are necessary to open and maintain the Accounts. Millennium's standard exoneration on any such document will apply to all forms executed on behalf of the above referenced account. The undersigned has received copies of, has reviewed, understands and has executed the same.
3. The undersigned has determined that transactions in the account (and shall determine with respect to each transaction in the account) (i) are consistent with Section 404(a)(1) of ERISA where applicable, and (ii) are suitable to the account in view of the account's investment objectives and the risks associated with investments in the account. In the case of an Individual Retirement Account ("IRA"), the undersigned acknowledges that the establishment of the account and all transactions executed through the account are subject to certain restrictions under Section 408(a) of the Code and that certain transactions entered into by the IRA may cause the IRA to lose its tax-exempt status, and/or may result in the recognition of taxable income under Section 511 of the Code. The undersigned represents and warrants that, with respect to each transaction to be executed through the account, the undersigned has or will determine that the undersigned shall immediately notify Millennium in the event any of the above representations and warranties ceases to be true and correct.
4. To the extent funds are available, you shall promptly pay to Broker any or all amounts held by the account which Broker may from time to time request to satisfy margin calls, debit balances or other obligations of the account arising from, or in connection with trading activity on behalf of the account. Any such payment may be with or without prior notice to the undersigned; however, the giving or withholding or such notice shall in no way affect your duty to promptly pay Broker such amounts as it requests pursuant to the foregoing direction. The undersigned acknowledges that no liability shall ever be asserted against Millennium for refusing to pay Broker if funds are not available to cover margin calls, debit balances or any other obligation arising from the account.

5. You shall be held harmless by the undersigned from and against any action taken or omitted by you as a result of your reasonable reliance upon any instructions or information given to you by Broker in connection with the authorizations and directions contained in this letter. It is understood and agreed that you can act only in your capacity as custodian of the account and not individually. Any liability incurred as a result of this agreement shall be paid from the assets of the account and not by the custodian individually. The undersigned agrees to indemnify Millennium, its directors, officers, employees and agents, and their respective successors or assigns from and against all manner of claims demands, proceedings, actions, liabilities, expenses and costs (including attorneys' fees and amounts paid in settlement) arising out of, or directly or indirectly relating to or resulting from the accounts.

6. The undersigned understands that the investment in a futures contract, and other similar types of investments covered by this authorization are speculative in nature and subject to risks of loss that may be greater than those of other investment vehicles in which retirement funds may be invested. The undersigned represents that the undersigned has evaluated such risks and warrants that the investment in the account is suitable in view of the undersigned's assets, other investments and retirement objectives. The undersigned further understands and agrees that the investment of retirement funds in futures contracts, as with any other type of investment, may involve income tax considerations and consequences for which Millennium neither renders advice nor assumes any liability whatsoever.

7. The undersigned acknowledges and agrees that all of the representations and warranties of the undersigned on the documents executed by the undersigned are true and correct and that he understands that all of the duties and obligations of Millennium contained in the Customer Agreement (including, without limitation, the obligations imposed relating to indemnification, margin requirements and security agreement) shall only apply to Millennium as custodian of this account and shall apply to the undersigned.

8. Notwithstanding any contemporaneous or subsequent communications (whether written or oral) to the contrary, the authorizations and directions contained in this Authorization may not be revoked by the undersigned, for any reason whatsoever, so long as any account remains open or so long as any amount due and owing, or claimed to be due and owing, to Broker remains outstanding. The authorizations and directions contained in this Authorization shall be binding upon the undersigned's heirs, successors, and legal representatives.

9. The undersigned hereby acknowledges and understands that with respect to futures investments, the policy of Millennium is to hold back only \$500 of an account's initial funding. All other funds will be transferred to the FCM or such portion as directed by the undersigned. Accordingly, the undersigned will advise the FCM and CTA that no other monies are available from the account to satisfy margin calls. It is also understood that this hold-back amount may be changed by Millennium without notice and may be waived only if Millennium has given permission to the undersigned due to specific extenuating circumstances after the undersigned has specifically requested said variance.

C ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE

I hereby acknowledge that I have reviewed all pertinent information relating to the above transaction(s) (e.g., FCM account forms, customer agreements, etc.); that I meet the specified suitability requirements; and that this investment does not constitute a Prohibited Transaction as defined in Internal Revenue Code Section 4975. I further acknowledge that I have read and that I agree to abide by the terms, conditions, and limitations concerning permitted investments and other statements contained in paragraphs (1) through (9) on this form and any other supporting documents now existing, or as determined necessary from time to time by Millennium Trust Company, LLC.

Account Owner Signature: _____ Date: _____

For Internal Use Only:

Millennium Account #: _____

Account Type: Traditional Roth SEP SIMPLE S401(k)



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www.mtrustcompany.com

ROTH IRA CUSTODIAL AGREEMENT

Under Section 408A of the Internal Revenue Code

Form 5305-RA (Rev. March 2002)
Department of the Treasury
Internal Revenue Service

DO NOT FILE
with the Internal
Revenue Service

This Roth Individual Retirement Account Agreement (hereinafter called the "Agreement") is made between Millennium Trust Company, LLC (hereinafter called the "Custodian"), an Illinois Limited Liability Company regulated by the Illinois Office of Banks and Real Estate, and each individual (hereinafter called the "Account Owner" or "you") who executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing a Roth individual retirement account (hereinafter called the "Custodial Account" or "Account") under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

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 \$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 \$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 Account Owner, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married Account Owner filing jointly, between AGI of \$150,000 and \$160,000; and for a married Account Owner 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 Account Owner's AGI for the tax year the Account s were distributed from the other IRA exceeds \$100,000 or if the Account Owner 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 Account Owner and his or her spouse.

Article III

The Account Owner's interest in the balance in the Account is nonforfeitable.

Article IV

1. No part of the Custodial Account assets 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 account or common investment account (within the meaning of section 408(a)(5)).

2. No part of the Custodial Account assets 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 Account Owner dies before his or her entire interest is distributed to him or her and the Account Owner'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 Account Owner's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Account Owner.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Account Owner'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 Account Owner's death and subtracting 1 from the divisor for each subsequent year.

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

Article VI

1. The Account Owner 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 Account Owner 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

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

Article IX

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. As permitted under this IRS model form, Millennium Trust Company, LLC has added all provisions which follow.

Without prior notice to or consent of the Account Owner or Account Owner's beneficiaries, the Custodian may amend this Agreement from time to time in order to comply with the provisions of the Internal Revenue Code. A copy of such amendment shall be mailed to the Account Owner within thirty (30) days after such amendment is to be effective.

The Custodian may also amend this Agreement for any reason other than to comply with the Internal Revenue Code without the consent of the Account Owner; provided a copy of such amendment shall be mailed to the Account Owner thirty (30) days before the date such amendment is to be effective. Pronouns used herein shall refer to both male and female Account Owners.

Article X – General Powers and Duties of the Custodian and Limits Thereon

1. The Custodian is hereby authorized and empowered:

(a) To hold assets received from time to time from the Account Owner or other sources, such as rollovers and trust-to-trust transfers, including in-kind transfers, on behalf of the Account Owner which shall, when aggregated with any interest or income earned thereon, be collectively referred to as the Custodial Account. The Custodian may refuse to accept any in-kind transfer of any specific asset or assets. The Custodian shall be empowered to hold any and all universal trust or custodial assets or cash received from the Account Owner, or other sources during its administration of this Custodial Account in any one or more accounts, with any banking or savings institution, subject to all rules and regulations of the institution and applicable law governing the administration of such accounts or in any one or more money market mutual funds, subject to all rules and regulations of said money market mutual funds and applicable law governing the administration of money market mutual funds, for the benefit of the Account Owner, until such time as the Account Owner or his duly authorized agent, shall direct the Custodian to invest such sums in other investment vehicles as provided hereunder.

(b) To invest and reinvest the custodial assets at the direction of the Account Owner or his authorized agent in any form of property, including, but not by way of limitation, the following described investments: stocks, bonds, limited partnership interests, limited liability companies, money market funds, mutual funds, certificates of deposit, options, futures contracts, annuities, treasury securities, tax lien certificates, mortgages, promissory notes, certain precious metals, real estate, hedge funds and such other investments as may be consistent with the terms of this Agreement, other related documents executed hereto, and applicable federal laws and regulations. The Custodian reserves the right to refuse an investment for any reason found to be appropriate within the Custodian's discretion. Account Owner recognizes and agrees that early distributions or certain investment directions may result in penalties, loss of equity or other consequences adverse to the Custodial assets, and the Custodian is relieved from responsibility therefore.

(c) To collect any income generated from the property and add such sums to the Custodial Account; to make payments, disbursements or distributions from the Custodial Account as directed by the Account Owner or his authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Custodial Account in such manner and upon such terms as instructed by the Account Owner, and in conformity with the terms of this Agreement and federal regulations of Individual Retirement Accounts.

2. The Account Owner shall vote on any investments or any matters pertaining to the Custodial Account. The Account Owner may direct the Custodian to vote on his behalf. The Account Owner agrees that the Custodian may, but shall not be required (unless required under applicable law), to inform the Account Owner by forwarding materials or otherwise communicating with Account Owner as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Custodian shall thereafter have no responsibility whatsoever with respect thereto.

Account Owner acknowledges and agrees that unless required by applicable law, Custodian is not responsible for communicating, forwarding or notifying any party, including the Account Owner, with respect to any communication or matter which comes to the attention of or is received by the Custodian with respect to Custodial Account investments, and that Account Owner is responsible for making separate arrangements for receiving such communications.

3. The Custodian shall be responsible only for such funds or assets received by it hereunder. The Custodian shall act only with the direction and approval of the Account Owner or the Account Owner's duly authorized agent in the investment, management, disbursement and disposition of the Custodial Account for the purposes, and in accordance with the provisions of the Agreement. The Account Owner or his duly authorized agent shall direct the Custodian as to investment and reinvestment of the Custodial Account. Custodian shall have no duty or obligation to inquire into or investigate the suitability or propriety of any direction of the Account Owner or his authorized agent. The terms of this Agreement shall be binding upon the Custodian and Account Owner.

4. The Custodian shall have no duty to review the assets held in Custodial Account in respect to their safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of initial and subsequent purchases. The Custodian shall not be held liable or otherwise accountable for losses incurred by reason of investment selections in accordance with Account Owner's or his authorized agent's directions or the actions of any broker.

5. The Custodian shall have no responsibility for determining whether an IRA account is subject to excise taxes. It is the Account Owner's responsibility to determine if excise tax is due and to pay such excise tax.

The Custodian shall have no responsibility for determining whether an investment made by the Account Owner earned income that is deemed to be unrelated business income which is subject to federal income tax. It is the Account Owner's responsibility to file Form 990-T when such unrelated business income is earned. However, the Account Owner may submit this information to the Custodian for filing. If the Account Owner submits this information to Custodian for filing, the Account Owner agrees that the Custodian is under no obligation or duty to verify the accuracy of this information. The Account Owner may also direct to have the Custodian directly receive this information. In such circumstance, the Custodian is under no obligation or duty to verify the accuracy of the information

received. In the event that the Account Owner fails to file Form 990-T or direct the Custodian to file it, the Account Owner agrees to indemnify the Custodian for any liability incurred due to its failure to file.

6. The Account Owner hereby grants the Custodian explicit permission to deposit or arrange for deposit any securities purchased or received by the Custodian for the benefit of the Account Owner's IRA with the brokerage firm or other custodian of the Custodian's choice or as directed by the Account Owner in a separate account for the IRA, or a nominee account, or in an account as IRA custodian for various IRAs. Said account will be in the name of the Custodian for the benefit of the IRA depositor or multiple IRA depositors or a nominee name. Account Owner shall retain the right, should he or she so desire, to specify a specific brokerage house to use for said deposit of his or her particular securities. The Custodian is not liable for the actions of any broker and does not provide any recommendation or endorse any particular broker.

Where the Account Owner and the Custodian have agreed that the Account Owner may give investment instructions for execution directly to a broker, any issues which arise with the broker shall be handled directly by the Account Owner.

7. The Custodian may respond to any subpoena without prior notice to the Account Owner.

8. Agreeing to the custody of a specific asset does not constitute marketing, distributing or raising capital on that asset and the Custodian is not in any way endorsing the asset.

9. When the Custodian is directed to invest in assets which are not publicly traded, the Custodian shall not have any responsibility or liability if the entity or the broker/agent involved does not provide the Custodian a receipt or confirmation for/of such investment.

10. The Account Owner acknowledges that the owner of any investment held in the Account Owner's IRA is the Millennium Trust Company, LLC as Custodian of the IRA and not the Account Owner individually. Therefore the Account Owner agrees not to invest any funds into or receive or withdraw any funds from any investment held in the Custodial Account other than through the Custodian and Custodian is authorized to take any action necessary to ensure that any investment directed to be purchased by the Account Owner, or the Account Owner's authorized agent, is correctly documented as being purchased in and owned by the Account Owner's IRA.

11. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Account Owner's tax identification number or the tax identification number of the beneficiary must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties.

12. Account Owner agrees that the Custodian has no duty to report to you any information on any asset held in the Custodial Account which the Custodian may have learned in connection with another account or customer or from any source other than in the operation of the Account Owner's Custodial Account.

Article XI – Investment of the Account – No Custodian Responsibility

1. Subject to Section 2 below and Article XII of this Agreement, the Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Custodial Account. The Account Owner accepts

full and sole responsibility for the success or failure of any selection made. It is the Account Owner's responsibility to understand the nature of the investments, the principals and risks involved with the investments Account Owner has chosen. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment.

2. By notifying the Custodian on a form acceptable to the Custodian, the Account Owner may delegate the investment responsibility for all of his Custodial Account to an authorized agent. The Custodian shall assume that the appointed agent is at all times qualified to act in that capacity. The Custodian shall further assume the agent possesses the authority to direct the investment and/or manage the trading of the Custodial Account until such time as (a) the Account Owner notifies the Custodian in writing that he has appointed another agent or that the Account Owner has assumed responsibility for directing investment of the Custodial Account, or (b) the Custodian is officially notified of the death of the Account Owner.

3. The Custodian shall not be liable for the acts or omissions of the Account Owner or his agent. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Account Owner or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to the Account Owner and shall not have any duty to question, review or investigate the Account Owner's or his authorized agent's directions regarding the purchase, retention or sale of any asset. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by a former custodian or trustee of any qualified plan or IRA which has transferred all or any portion of its assets to Millennium Trust Company, LLC.

4. The Custodian shall not be responsible for the investment of assets or their performance after the Account Owner's death as the Custodian shall not assume any duties or responsibilities after the Account Owner's death in addition to the duties and responsibilities specifically provided for and assigned to the Custodian in this Agreement.

5. The Custodian shall not be responsible to investigate any investment or any principles involved with any investment.

6. In connection with certain investments Account Owner may execute certain ancillary documents. If Account Owner has agreed to provide services or has appointed an agent to provide services pursuant to such ancillary documents, the Custodian shall not have any responsibility for the performance or nonperformance of those services.

7. Reference to the applicable law and IRS rules and regulations is based on the date this Agreement or the respective ancillary document is delivered to Account Owner. The applicable law and IRS rules and regulations may change from time to time. It is the Account Owner's responsibility to consult with an attorney or tax advisor prior to making any decisions or executing any documents. The Custodian does not offer any tax or legal advice.

8. The Custodian may be receiving fees from all the various mutual fund investments or from the bank money market account held in your IRA in return for providing certain shareholder or recordkeeping services. The amount of these fees is permitted by applicable law or regulation, if any. Specifically, the Custodian either receives a fee from the

money market mutual fund in which otherwise un-invested funds are held in certain IRA accounts and charges other IRA accounts a fee for such otherwise un-invested funds invested in the bank money market account, based on the average assets invested. See the Disclosure Statement which accompanies this Agreement for further details. These fees (along with any investment and other operating expenses of the money market mutual fund) are deducted directly from the interest earnings and the net amount is paid to your account monthly. Custodial Accounts that close during a month will not be credited with interest earned for that month and any interest will be taken as part of the final closing fee by the Custodian.

Article XII—Cash Investment Program, Mutual Fund Fees

1. The Custodian has a cash management account program for investment of idle cash using FDIC (Federal Deposit Insurance Corporation) insured bank interest bearing demand accounts (Bank Accounts) and the Federated Government Obligations Fund (Fund) – Trust Shares, a money market mutual fund. In the event that funds are received by the Custodian for which there is no investment direction from you, Custodian shall invest such cash as described below.

2. The Custodian uses Bank Accounts at four unaffiliated banks to hold cash for your IRA, in order to avail your IRA of a maximum of \$1,000,000 of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). The first \$250,000 of otherwise uninvested funds in your IRA will be held in one bank. The next \$250,000 will be held in a second bank. The next \$250,000, will be held in a third bank. The final \$250,000 will be held at a fourth bank. Cash exceeding \$1,000,000 at any time in your IRA will be invested in the Fund. As the cash balances in your IRA grow, additional funds over \$250,000 will automatically be placed with the second bank and funds over \$500,000 with the third bank. Cash balances from \$750,000 to \$1,000,000 will be held in the fourth bank. When distributions are taken or investments purchased, the process will be reversed, funds will be taken first from the Fund, if any, and then from the banks in the reverse order, first from the fourth bank, then the third, the second and finally from the first bank. The operation of placing and removing funds to or from the banks and the Fund is automatic without any instructions from you.

3. The interest rate paid on each Bank Account is set by each bank independently based on short-term interest rates and competitive market conditions, and the rates will vary over time, and the interest rates offered by each bank can and will differ from that of the other banks. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. This type of multiple bank program with its increased FDIC insurance protection could not be offered efficiently if it were subject to change with every fluctuation of interest rates paid by or between the banks. However, the Custodian will provide on-going administration of this program and reserves the right, in its sole discretion to (a) change the order in which funds are placed with, and taken from, the banks, (b) replace one or more of these banks with a different bank, or the Fund with another money market mutual fund, and (c) change the number of banks in the program and the amount of FDIC insurance available.

4. Information on FDIC insurance coverage is available at www.fdic.com. Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to your IRA at Millennium.

5. With each Bank Account, the Custodian charges the Account a monthly fee at an annualized rate of up to 3.50% on the average assets invested in the Bank Account. This fee will be charged regardless of which Bank Accounts are being used by your IRA. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. However, the Custodian has the right, but not an obligation, to reduce (rebate) a portion of this fee to your Account as to the balances in a specific bank's Bank Account. The fee for servicing and administering the Bank Accounts can change from time to time without notice but cannot exceed the annualized rate of 3.50% without prior notice to you. This fee is deducted directly from the interest paid on each Bank Account and the net amount is paid to your IRA monthly.

6. A list of the banks being used in the program will be posted at Millennium Trust's website at www.mtrustcompany.com and links to the banks' websites will be provided so you may obtain information on each bank. You can also obtain the current banks used in your Account by calling or e-mailing a Millennium Trust Client Service Representative or by accessing your Account using Portfolio Online. You can obtain the current order of banks in the program, current interest rates and servicing fee information by calling or e-mailing a Millennium Trust Client Service Representative.

7. Trust Shares of the Fund are not FDIC insured, are not guaranteed by the Federal Government or any government agency, and do not have a bank guarantee. Although like other money market mutual funds it seeks to maintain a stable \$1 unit value, the Trust Shares may lose value. Read the Fund's prospectus, available from the Custodian, carefully if your Account will have cash invested in the Fund. You will receive notice if the Fund is removed from or a new mutual fund is added to the program.

8. The Custodian will be receiving fees from various mutual funds, including the Fund, in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is as permitted by law or regulation and the fund's prospectus and may change over time. Custodian receives from the Fund a set fee currently at an annualized rate of 0.50% on the average assets invested in the Fund. These fees along with the investment management and other operating expenses of the mutual fund are deducted by the fund directly from each fund's earnings and the net amount is paid to your IRA monthly.

9. With either the Bank Accounts or the Fund, Accounts that close during a month will not be credited with interest earned for that month and any interest will be taken as part of the final closing fee by the Custodian.

Article XIII – Prohibited Transactions

If transactions are made that are prohibited by law, such as the Account Owner borrowing money from the IRA Account, the IRA Account will lose some or all of its tax advantages, there could be immediate tax consequences and possibly penalties. In this instance, the entire amount borrowed will be treated as having been paid to the Account Owner all at once and will be subject to income tax and penalties. As another example, if you pledge all or any part of your IRA as security for a loan, the amount you pledge will be treated as having been distributed to you. You also will have to pay a 10% penalty tax, unless you are 59½ or older or permanently disabled at the time the prohibited transaction occurs and the transaction itself may be subject to excise taxes which are paid by the Account Owner. It is the responsibility of the Account Owner and not the Custodian's to determine whether a transaction constitutes a prohibited transaction. Custodian reserves the right to request

certification from the Account Owner that the direction provided by the Account Owner does not create a prohibited transaction. If such certification is not forthcoming, Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the Custodial Account and/or distributing the assets. Not requesting such a certification does not represent that the Custodian has concluded that no prohibited transaction exists or that the Custodian has even reviewed the transaction in question.

Article XIV – Other Administrative Powers and Duties of the Custodian

1. The Custodian is not required to, but in its sole discretion may exercise the full power and authority to settle, compound or abandon all claims and demands in favor of or against the Custodial Account, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the Custodial Account if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.

2. The Custodian may make any payment or distribution required or authorized hereunder by mailing its check or other property or by ACH or by Fed wire or other electronic transfer to the payee at the address last furnished to the Custodian. The Custodian shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.

3. The Custodian may consult with and employ agents or legal counsel, who may, but need not be counsel for the Custodian individually, and the Custodian shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper administration of the Custodial Account assets. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Account Owner.

5. The Custodian may, but shall not be obligated to, pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the Custodial Account out of the assets of the Custodial Account upon such information or direction as it may require. Before payment of any benefit, the Custodian may also require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Custodian's protection against tax liability.

After the death of the Account Owner, the Custodian reserves the right to request such documentation and certification as it deems appropriate within its discretion to verify and establish the identity of the beneficiary or the estate, if the assets are to be distributed to the Account Owner's estate. Prior to a distribution of assets to a beneficiary or the estate of the Account Owner, Custodian reserves the right to receive from the beneficiary or the estate of the Account Owner, indemnification and discharge from any liability.

6. Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from the Account Owner as to any specific action or situation that arises

with the Custodial Account, and if a request for direction is made, the Custodian shall incur no liability for following the Account Owner's direction or for taking no action if no such direction is furnished to the Custodian. The Custodian shall have the right, at the expense of the Custodial Account, to seek a direction or approval of its accounts from a court of competent jurisdiction whenever the Custodian shall in its sole discretion deem it appropriate.

Article XV – Designation of Beneficiaries

The Account Owner can designate future beneficiaries:

(a) At any time and from time to time the Account Owner shall have the right to designate one or more beneficiaries to whom distribution of the balance of the Custodial Account shall be made in the event of the Account Owner's death prior to the complete distribution of the Custodial Account. Any such beneficiary designation shall be deemed legally valid only when submitted fully completed, duly executed, and on a form provided or approved by the Custodian. Subject to the foregoing sentence, any such beneficiary designation shall be effective upon receipt by the Custodian. Any such beneficiary designation may be revoked at any time, and shall be automatically revoked upon receipt by the Custodian of a subsequent beneficiary designation in valid form bearing a later execution date.

A beneficiary designation form shall not become revoked in its entirety upon receipt by the Custodian of a subsequent beneficiary designation form if the subsequent beneficiary designation form clearly provides that the Account Owner is adding to or changing a portion of the then current beneficiary designation form, but such addition or change shall modify the prior beneficiary designation to the extent provided.

The Custodian reserves the right to reject, or not to accept, beneficiary designations other than beneficiary designations to named individuals or specific entities.

(b) If no beneficiary should survive the Account Owner, or all beneficiaries renounce their rights to receive any benefit from the Custodial Account, or in the absence of a valid beneficiary designation on file with the Custodian at the time of death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of the Account Owner's Custodial Account to the beneficiary or beneficiaries in the following order of preference:

- (i) To the Account Owner's spouse; but if no such spouse shall survive the Account Owner, then to
- (ii) The natural and adoptive children of the Account Owner in equal shares per capita; but if there shall be no such child or children then living to
- (iii) The personal representative of the Account Owner's estate;

provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of the Account Owner's death (or that of the Account Owner's designated beneficiary) and previous to the distribution of the Account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be

knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Account Owner (or the Account Owner's designated beneficiary) the Custodian shall have no higher duty than the exercises of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this section, the Custodian shall be fully and forever discharged from all liabilities respecting such Custodial Account.

Article XVI – Distributions

Subject to Article XIV, distributions from the Custodial Account shall be made only upon the request of the Account Owner (or the Account Owner's beneficiary in the event of the Account Owner's death), provided however, that the Custodian is empowered to make a distribution absent such instruction if directed to do so pursuant to a court order, or an IRS levy or other valid and enforceable levy, and the Custodian shall in such event incur no liability for acting in accordance with such court order or levy.

Article XVII – Records, Reports, and Valuation of Custodial Accounts

1. The Custodian shall furnish or cause to be furnished to the Account Owner a statement concerning the status of the Custodial Account. This Custodial Account statement shall be provided at least annually to the Account Owner. The Account Owner can choose to have such statements mailed to the Account Owner or the Account Owner can access and retrieve the statements through the internet. The records of the Custodial Account shall be opened to inspection by the Account Owner during the Custodian's regular business hours.

2. The Custodian may grant the Account Owner online access to the Custodial Account through the Custodian's website. The website can be made available for view access only or to allow the Account Owner to place trades as well as execute certain other Account related services online. Custodian does not guarantee the performance or privacy of the online system or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond Custodian's control. Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by the Account Owner, or for any loss for any reason associated with website or online access or use by the Account Owner.

The Account Owner shall have a password which will allow the Account Owner to access to the Account online. It shall be the Account Owner's responsibility to keep the password private. The Account Owner shall be responsible for all actions taken by any person using the Account Owner's password whether or not such use was authorized by the Account Owner.

3. The Custodian agrees to submit reports to the Internal Revenue Service and the Account Owner at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.

4. Account Owner shall have forty-five (45) days after either (a) the date of mailing of a paper Custodial Account statement or

(b) the posting of a Custodial Account statement online at the Custodian's website to file any such written objections or exceptions with Custodian. The failure to file any objections or exceptions within said forty-five (45) day period shall signify Account Owner's approval of the statement and preclude Account Owner from making future objections or exceptions regarding the statement. Such approval by Account Owner shall be full release and discharge to Custodian of such statement.

5. It is a requirement that the Account Owner receive a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV must be provided by the following January 31. This FMV shall be furnished to the Account Owner in the Custodian's regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Account Owner with other Account statements periodically during the year.

For securities that have publicly available quoted prices, the Custodian will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources the Custodian believes to be reliable, the Custodian cannot guarantee their accuracy. Where a brokerage account (including an account that is used to trade in futures) is held as an asset of the Account at a broker, the Custodian's reported FMV shall reflect only the total value of the brokerage account as reported by the brokerage firm to the Custodian for that Account.

The valuation for investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages, precious metals, life settlement contracts, and entities such as limited liability companies, limited partnerships, hedge funds, and other entities or assets so designated by the Custodian (collectively, "Alternative Assets"), including the December 31 FMV, must be provided to the Custodian on a timely basis by the Account Owner or another party chosen by the Account Owner for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is the Account Owner's responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on a FMV reported by the Account Owner or Valuation Agent or for the accuracy of a required minimum distribution calculated based upon the December 31 FMV of an Alternative Asset. The December 31 FMV must be received by the Custodian no later than the following January 15th. For Alternative Assets such as limited liability companies, limited partnerships, hedge funds, and other similar entities, the Account Owner directs the Custodian to obtain the FMV of the Account Owner's Alternative Assets from the investment entity itself and hereby appoints each such entity as the Valuation Agent for the Account's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to the Custodian by the following January 15th. Failure of the Account Owner or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Account Owner, as the case may be, and the Custodian shall not be required to take any further steps to secure an updated FMV for the Account.

Unless the Account Owner shall direct the Custodian otherwise in writing, (a) a promissory note, or similar debt instrument, shall be valued by the Custodian at its face value (principal amount due) less principal payments received by the Custodian

(b) an investment which represents an interest in future insurance or annuity proceeds shall be valued at its purchase price.

The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Account Owner or a Valuation Agent. If the Account Owner or any Valuation Agent shall furnish valuations in addition to the required December 31 FMV, the Custodian shall reflect the latest valuation received on an asset in the Custodial Account's statements on a timely basis, but the Custodian shall have no duty to inform the Account Owner or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where the Account Owner has been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for brokerage accounts, including those used to trade in futures, and Alternative Assets,

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either the Account Owner or the Valuation Agent. If the Custodian does not receive a December 31 FMV by the following January 15th, for an Alternative Asset, the Custodian shall be entitled to use as that December's 31 FMV the last FMV provided to the Custodian, or if none, the original purchase price, for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

At any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months, the Custodian may, but shall not be required to (a) distribute such Alternative Asset at its Last Value to the Account Owner and the Custodian shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution to the Account Owner or (b) if such December 31 FMV is required to calculate the amount of a required minimum distribution (in accordance with Code Section 401(a)(9) for the Account Owner; or if a FMV is required due to a court order or similar circumstance, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid by the Account Owner or from the Account. In addition, the Custodian may, in its sole discretion and upon notification to the Account Owner, distribute the entire Account in satisfaction of the requirements of Section 401(a)(9), with any Alternative Assets valued at the Last Value supplied to the Custodian, either (a) at any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months; (b) a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to the Custodian; or (c) if the Custodian knows or has reason to believe that the FMV of the Account (as required to complete any required minimum distribution) is or reasonably appears to be unreliable or inaccurate. If it is necessary to value an Alternative Asset due to the death of the Account Owner, and a FMV is not supplied to the Custodian in a timely manner by the Account Owner's estate, its beneficiaries or the Valuation Agent, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid from the Account.

The Account Holder hereby directs and confirms to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by the Account Owner or a Valuation Agent, or where the Account Owner does not provide, or have a

Valuation Agent, provide an updated valuation and the provisions herein provide for the use of the Last Value, the Custodian may rely on such valuation or Last Value as an accurate FMV of the Alternative Asset in question.

Due to the nature of Alternative Assets and the manner in which their valuation is reported to the Custodian, the Custodian cannot be responsible for their accuracy and such valuations are often not as of the date of the Custodial Account statement. Valuations for Alternative Assets from any source should not be solely relied upon by the Account Owner for making investment or sales decisions; the Account Owner should consider whether to take alternative steps to substantiate the then-current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

The Account Owner shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to the Account Owner or the Account arising from or relating to the valuation of an Alternative Asset including the Custodian's accepting, reporting and acting upon any FMV supplied by the Account Owner, or Valuation Agent, or for using the Last Value as provided in this Agreement.

Article XVIII – Spendthrift Provisions, Account Owner May Not Pledge Assets

Neither the Account Owner nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Custodial Account. No interest in the Custodial Account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Account Owner, the Account Owner's beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the Custodial Account by the Custodian shall be made to the person entitled thereto (or in the event of such person's legal disability, then to his legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary. The assets in the Account shall not be subject to or responsible for the debts, contracts or torts of any person whether or not entitled to distributions under this Agreement.

Article XIX – No Duty For Contributions etc, Hold Harmless and Indemnification, Arbitration

The Custodian shall not be responsible in any way for determining the permissible amount of contributions; the collection of contributions to the Custodial Account (IRA) under this Agreement; the selection, retention or disposition of the investments of the Custodial Account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the Account Owner's or his authorized representative's request.

The Account Owner, his authorized representatives, or designated beneficiaries shall at all times fully indemnify and hold harmless the Custodian, Millennium Trust Company LLC, their affiliates, successors and assigns, from any liability arising from withdrawals so made or actions so taken, and from any and all other liability, damages, costs including legal costs, taxes and penalties on the Custodial Account, losses and expenses (collectively, "Damages") whatsoever which may arise in connection with the Agreement, except Damages arising from the gross negligence or willful misconduct of the Custodian. The Custodian shall not be responsible for any taxes, penalties, judgments and expenses incurred by the Account.

The Custodian shall be under no duty to take any action other

than as herein specified with respect to the Custodial Account unless the Account Owner or the Account Owner's authorized agent shall furnish the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian shall not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions.

Except as provided below, disputes between the parties to this Agreement shall first be submitted to private binding arbitration at the demand of either party. In any arbitration, each party shall appoint one person who is not in its employ or under contract with it to serve as arbitrator, and the two arbitrators shall name a third arbitrator. Except as otherwise agreed by the parties, the Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceeding. The parties agree that, except as provided below, no court action shall be taken by either party prior to arbitration, and the majority decision of the arbitration panel shall be binding on both parties and in any subsequent action in court.

Notwithstanding the above provisions, the Custodian shall have the right to bring suit against Account Owner or the Custodial Account in a court of competent jurisdiction for the recovery of any sums owed Custodian under this agreement, including, but not limited to, fees, costs, expenses and sums paid by Custodian in error to or for the benefit of the Custodial Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account.

Article XX – Administrative Expense and Custodian Fees

1. All reasonable costs, charges, expenses, and taxes incurred by the Custodian in the administration of the Custodial Account (including legal fees and compensation of other agents) and such compensation as provided for in the Custodian's then current IRA fee schedule applicable to the Custodial Account, payable to the Custodian may be charged to and paid from the Custodial Account (including an annual fee, certain transaction fees, and a termination fee) by the Custodian or may be paid by the Account Owner. The Account Owner may not pay brokerage fees and other types of expenses without the risk that such payments constitute contributions to the Account. The Account Owner acknowledges that the Account Owner has had the opportunity to review the Custodian's IRA fee schedule. The Custodian shall not be required to give prior notice to the Account Owner regarding a change in the fee schedule for this Account. Custodian shall have the authority to liquidate any and all of Account Owner's Custodial Account investments at its discretion in order to cover any unpaid fees and expenses due and the Account Owner agrees not to hold the Custodian liable for any adverse consequences that result. Furthermore, in the event that any fees remain unpaid, Custodian shall have the right to seek a judicial settlement in which Account Owner would also be liable for all related costs of the suit including reasonable attorney's fees. The Custodian reserves the right to discount any of its fees within its discretion to certain account owners without notice thereof to the Account Owner.

2. If the Account Owner has furnished the Custodian with a valid credit card account and information, the Account owner authorizes the Custodian to charge its fees and expenses as

provided in this Article XVII. Custodian shall charge its establishment fee and the Annual Account Fee to the credit card account. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be charged to the credit card account. The Account Owner acknowledges that credit card fees and other terms in accordance with the issuer's agreement that governs the use of the credit card account apply to charges by the Custodian, and agrees that issues concerning such credit card account must be raised with the credit card account issuer and not with the Custodian. If such credit card account expires or otherwise ceases to be valid, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with another credit card account or the required information to debit the Account Owner's checking account, and the Custodian will be authorized to charge or debit such credit card account or checking account for all fees and reimbursable expenses. If a charge cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVII.

3. If the Account Owner has furnished the Custodian with the Account Owner's bank account information, the Account owner authorizes the Custodian to debit such bank account its fees and expenses as provided in this Article XVII. Custodian shall debit such bank account for its establishment fee and the Annual Account Fee. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be debited to such bank account. The Account Owner acknowledges that there may be charges or fees involved with debiting such bank account pursuant to the terms that governs the use of the bank account, and agrees that issues concerning such bank account must be raised with the bank and not with the Custodian. If the designated bank account is closed for any reason, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with a valid credit card account or the required information to debit another of the Account Owner's bank accounts, and the Custodian will be authorized to charge or debit such credit card account or bank account for all fees and reimbursable expenses. If a debit cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVII.

Article XXI – Removal and Appointment of Successor Custodian

Any Custodian or Successor Custodian may resign upon giving thirty (30) days prior written notice to the Account Owner or, if the Account Owner is then deceased, to the beneficiaries hereunder.

Any Custodian or Successor Custodian may be removed by the Account Owner upon giving thirty (30) days prior written notice to the Custodian. The appointment of a Successor Custodian and transfer of the Custodial Account assets shall be accomplished by the Account Owner delivering a written instrument to the retiring Custodian in a form acceptable to the Custodian either directing distribution of the assets in the Account directly to the Account Owner or with the acceptance of the Successor Custodian endorsed thereon. The Successor Custodian so appointed by the Account Owner shall be a bank,

trust company or person approved by the Secretary of the Treasury of the United States to hold and administer assets comprising an Individual Retirement Account.

The retiring Custodian (resigning or removed) shall continue to hold and exercise the powers conferred in the Agreement necessary for the transfer and delivery of the Custodial Account to the Account Owner or Successor Custodian. The retiring Custodian shall also be entitled to withhold from the custodial assets such reasonable amounts as it may deem necessary to provide for any compensation due it, to pay taxes, including any withholding or early withdrawal penalties, plus expenses incurred in the termination, transfer and delivery of the custodial assets to the Successor Custodian or Account Owner, and amounts for taxes or other liabilities as may be chargeable against the Custodial Account. The retiring Custodian shall be reimbursed by the Account Owner or his Successor Custodian for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts. The retiring Custodian reserves the right to withhold reasonable fees and expenses for handling assets received by the retiring Custodian after the account has been closed or transferred.

The Successor Custodian shall acquire all of the powers conferred upon its predecessor, but shall not be personally liable for any act or failure to act of the former Custodian. The transfer and delivery of the Custodial Account to the Successor Custodian shall constitute a full and complete discharge and exoneration of liability for the retiring Custodian (absent fraud) unless it is so notified by Account Owner or the successor Custodian within forty-five (45) days from the date of resignation or removal of irregularities in its Custodianship. If any custodian of your Account fails to comply with certain Treasury Regulations or is not keeping records, submitting returns or sending statements as required by applicable forms or regulations, the IRS may, after notifying you, require you to substitute another custodian.

If the Account Owner fails to select a Successor Custodian or direct a distribution to the Account Owner after the thirty (30) days written notice, the Custodian is hereby authorized: (1) to distribute the account to the Account Owner or the beneficiaries regardless of any possible tax consequences, or (2) to appoint a successor custodian and to distribute the assets in the Account to such successor custodian.

In such cases that the value of the Custodial Account becomes worthless, or results in a negative balance, Custodian will resign from the account by notification delivered by mail to the Account Owner. Outstanding fees will be billed to the Account Owner. Custodian will not be held liable for negative balances due to the investment decisions of the Account Owner.

Anything herein to the contrary notwithstanding, if the Custodian merges into or becomes consolidated with another entity qualified to act as an IRA custodian, or is succeeded in its business by purchase or otherwise by an entity qualified to act as an IRA custodian, then such entity shall become the Custodian of the Account Owner's IRA without the necessity of the prior approval of the Account Owner.

Article XXII – Notices

Any and all notices or other communications directed to be given to the Custodian hereunder shall not be deemed delivered until actually received by the Custodian, in writing, at its place of business. The Custodian shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it shall be sufficient that such a document is

delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Custodian shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

Any notice provided by the Custodian to the Account Owner for any circumstance shall be sent to the last known address of the Account Holder by regular mail and for the purposes of this Agreement shall be considered delivered as of the date of mailing. The Account Owner shall be responsible to notify the Custodian in writing of a change of address.

Article XXIII – Applicable Law

All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Illinois. This Agreement is subject to all applicable Federal and State laws and regulations. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Account Owner nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions, or the Custodian's right or the Account Owner's right thereafter to enforce each and every such provision.

Article XXIV - Account Owner' Representations

Account Owner represents and warrants that any information you have given or will give with respect to this Custodial Account is complete and accurate. Further, Account Owner agrees that any directions Account Owner, or Account Owner's authorized agent give the Custodian, or any actions Account Owner, or Account Owner's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be responsible for losses of any kind that may result from such directions to the Custodian or from the Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

Article XXV – Employer Contributions

If the Account Owner's Custodial Account is the type of IRA which may receive contributions from the Account Owner's employer, the Custodian shall not be liable for any losses, damages, costs, penalties or expenses incurred as a result of the failure of the employer of the Account Owner to make any contributions to the Custodial Account. The Custodian is not responsible for monitoring the employer's contributions to your Custodial Account or notifying Account Owner of the employer's contributions. If applicable, the Account Owner is responsible for contacting the employer regarding its contributions and monitoring those contributions.

Article XXVI – Third Party Actions

The Custodian shall not be liable to the Account Owner for any statements, representations, actions or inactions of any broker or other salesperson or principal of any investment purchased for this Custodial Account.



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TRADITIONAL IRA CUSTODIAL AGREEMENT

Form 5305-A (Rev. March 2002)
Department of the Treasury
Internal Revenue Service

DO NOT FILE
with the Internal
Revenue Service

This Traditional Individual Retirement Account Custodial Agreement (hereinafter called the "Agreement") is made between Millennium Trust Company, LLC, an Illinois Limited Liability Company (hereinafter called the "Custodian") and each individual (hereinafter called the "Account Owner" or "you") who executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing a traditional individual retirement account (hereinafter called the "Custodial Account" or "Account") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a re-characterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up 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 \$5,000 for 2006 and 2007 and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

The Account Owner's interest in the balance in the Custodial Account is non-forfeitable.

Article III

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

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

Article IV

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

2. The Account Owner's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Account Owner's required beginning date, April 1 following the calendar year in which the Account Owner reaches age 70 ½. By that date, the Account Owner may elect, in a manner acceptable to the custodian, to have the balance in the custodian account distributed in:

- (a) A single sum or
- (b) Payments over a period not longer than the life of the

Account Owner or the joint lives of the Account Owner and his or her designated beneficiary.

3. If the Account Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

- (a) If the Account Owner dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Account Owner's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - (ii) the designated beneficiary is not the Account Owner's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Account Owner and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Account Owner as determined in the year of the Account Owner's death and reduced by 1 for each subsequent year.
- (b) If the Account Owner dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
 - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Account Owner's death. If, however the designated beneficiary is the Account Owner's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Account Owner would have reached age 70 ½. But, in such case, if the Account Owner's

surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

- (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Account Owner's death.

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

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

- (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Account Owner reaches age 70 ½, is the Account Owner's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Account Owner's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Account Owner's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Account Owner's (or, if applicable, the Account Owner and spouse's) attained age (or ages) in the year.
- (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Account Owner's death (or the year the Account Owner would have reached age 70 ½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
- (c) The required minimum distribution for the year the Account Owner reaches age 70 ½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

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

Article V

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

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

Article VI

Notwithstanding any other articles which may be added or

incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

Article VII

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. As permitted under this IRS model form, Millennium Trust Company, LLC has added all provisions which follow.

Without prior notice to or consent of the Account Owner or Account Owner's beneficiaries, the Custodian may amend this Agreement from time to time in order to comply with the provisions of the Internal Revenue Code. A copy of such amendment shall be mailed to the Account Owner within thirty (30) days after such amendment is to be effective.

The Custodian may also amend this Agreement for any reason other than to comply with the Internal Revenue Code without the consent of the Account Owner or the Account Owner's beneficiaries; provided a copy of such amendment shall be mailed to the Account Owner thirty (30) days before the date such amendment is to be effective. Pronouns used herein shall refer to both male and female Account Owners.

Article VIII – General Powers and Duties of the Custodian and Limits Thereon

1. The Custodian is hereby authorized and empowered:

- (a) To hold funds received from time to time from the Account Owner or other source, such as rollovers and trust-to-trust transfers, including in-kind transfers, on behalf of the Account Owner which shall, when aggregated with any interest earned thereon, be collectively referred to as the Custodial Account. The Custodian may refuse to accept any in-kind transfer of any specific asset or assets. The Custodian shall be empowered to hold any and all universal trust or custodial funds or cash received from the Account Owner, or other sources during its administration of this Custodial Account in any one or more accounts, with any banking or savings institution, subject to all rules and regulations of the institution and applicable law governing the administration of such accounts or in any one or more money market mutual funds, subject to all rules and regulations of said money market mutual funds and applicable law governing the administration of money market mutual funds, for the benefit of the Account Owner, until such time as the Account Owner or his duly authorized agent, shall direct the Custodian to invest such sums in other investment vehicles as authorized hereunder.
- (b) To invest and reinvest the custodial funds at the direction of the Account Owner or his authorized agent in any form of property, including, but not by way of limitation, the following described investments: stocks, bonds, limited partnership interests, limited liability companies, money market funds, mutual funds, certificates of deposit, options, futures contracts, annuities, treasury securities, tax lien certificates, mortgages, promissory notes, certain precious metals, real estate, hedge funds and such other investments as may be consistent with the terms of this Agreement, other related documents executed hereto, and applicable federal laws and regulations. The Custodian reserves the right to refuse an investment for any reason found to be appropriate within the Custodian's discretion. Account Owner recognizes and agrees that early distributions or certain investment directions may result in penalties, loss of equity or other consequences adverse to

the Custodial assets, and the Custodian is relieved from responsibility therefore.

- (c) To collect any income generated from the property and add such sums to the Custodial Account; to make payments, disbursements or distributions from the fund as directed by the Account Owner or his authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Custodial Account in such manner and upon such terms as instructed by the Account Owner, and in conformity with the terms of this Agreement and federal regulations of Individual Retirement Accounts.

2. The Account Owner shall vote on any investments or any matters pertaining to the Custodial Account. The Account Owner may direct the Custodian to vote on his behalf. The Account Owner agrees that the Custodian may, but shall not be required (unless required under applicable law), to inform the Account Owner by forwarding materials or otherwise communicating with Account Owner as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Custodian shall thereafter have no responsibility whatsoever with respect thereto.

Account Owner acknowledges and agrees that unless required by applicable law, Custodian is not responsible for communicating, forwarding or notifying any party, including the Account Owner, with respect to any communication or matter which comes to the attention of or is received by the Custodian with respect to Custodial Account investments, and that Account Owner is responsible for making separate arrangements for receiving such communications.

3. The Custodian shall be responsible only for such funds received by it hereunder. The Custodian shall act only with the consent and approval of the Account Owner in the investment, management, disbursement and disposition of the custodial assets for the purposes, and in accordance with the provisions of the Agreement. The Account Owner or his duly authorized agent shall direct the Custodian as to investment and reinvestment of the Custodial Account. Custodian shall have no duty or obligation to inquire into or investigate the suitability or propriety of any direction of the Account Owner or his authorized agent. The terms of this Agreement shall be binding upon the Custodian and Account Owner.

4. The Custodian shall have no duty to review the assets held in Custodial Account in respect to their safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of initial and subsequent purchases directed by the Account Owner or his authorized agent. The Custodian shall not be held liable or otherwise accountable for losses incurred by reason of investment selections in accordance with Account Owner's or his authorized agent's directions or the actions of any broker.

5. The Custodian shall have no responsibility for determining whether an IRA account is subject to excise taxes. It is the Account Owner's responsibility to determine if excise tax is due and to pay such excise tax.

The Custodian shall have no responsibility for determining whether an investment made in the IRA Account earned income that is deemed to be unrelated business income which is subject to federal income tax. It is the Account Owner's responsibility to file Form 990-T when such unrelated business income is earned. However, the Account Owner may submit this information to the Custodian for filing. If the Account Owner submits this information to Custodian for filing, the

Account Owner agrees that the Custodian is under no obligation or duty to verify the accuracy of this information. The Account Owner may also direct to have the Custodian directly receive this information. In such circumstance, the Custodian is under no obligation or duty to verify the accuracy of the information received. In the event that the Account Owner fails to file Form 990-T, the Account Owner agrees to indemnify the Custodian for any liability incurred due to failure to file.

6. The Account Owner hereby grants the Custodian explicit permission to deposit or arrange for deposit any securities purchased or received by the Custodian for the benefit of the Account Owner's IRA with the brokerage firm or other custodian of the Custodian's choice or as directed by the Account Owner in a separate account for the IRA, or a nominee account, or in an account as IRA custodian for various IRAs. Said account will be in the name of the Custodian for the benefit of the IRA depositor or multiple IRA depositors or a nominee name. Account Owner shall retain the right, should he or she so desire, to specify a specific brokerage house to use for said deposit of his or her particular securities. The Custodian is not liable for the actions of any broker and does not provide any recommendation or endorse any particular broker.

Where the Account Owner and the Custodian have agreed that the Account Owner may give investment instructions for execution directly to a broker, any issues which arise with the broker shall be handled directly by the Account Owner.

7. The Custodian may respond to any subpoena without prior notice to the Account Owner.

8. Agreeing to the custody of a specific asset does not constitute marketing, distributing or raising capital for that asset and the Custodian is not in any way endorsing the asset.

9. When the Custodian is directed to invest in assets which are not publicly traded, the Custodian shall not have any responsibility or liability if the entity or the broker/agent involved does not provide the Custodian a receipt or confirmation for/of such investment.

10. The Account Owner acknowledges that the owner of any investment held in the Account Owner's IRA is the Millennium Trust Company, LLC as Custodian of the IRA and not the Account Owner individually. Therefore the Account Owner agrees not to invest any funds into or receive or withdraw any funds from any investment held in the Custodial Account other than through the Custodian and Custodian is authorized to take any action necessary to ensure that any investment directed to be purchased by the Account Owner, or the Account Owner's authorized agent, is correctly documented as being purchased in and owned by the Account Owner's IRA.

11. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Account Owner's tax identification number or the tax identification number of the beneficiary must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties.

12. Account Owner agrees that the Custodian has no duty to report to you any information on any asset held in the Custodial Account which the Custodian may have learned in connection with another account or customer or from any source other than in the operation of the Account Owner's Custodial Account.

Article IX – Investment of the Account – No Custodian Responsibility

1. Subject to Section 2 below and Article X of this Agreement., the Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Custodial Account. The Account Owner accepts full and sole responsibility for the success or failure of any selection made. It is the Account Owner's responsibility to understand the nature of the investments, the principals and risks involved with the investments Account Owner has chosen. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment.

2. By notifying the Custodian on a form acceptable to the Custodian, the Account Owner may delegate the investment responsibility for all of his Custodial Account to an authorized agent. The Custodian shall assume that the appointed agent is at all times qualified to act in that capacity. The Custodian shall further assume the agent possesses the authority to direct the investment and/or manage the trading of the Custodial Account until such time as (a) the Account Owner notifies the Custodian in writing that he has appointed another agent or that the Account Owner has assumed responsibility for directing investment of the Custodial Account, or (b) the Custodian is officially notified of the death of the Account Owner.

3. The Custodian shall not be liable for the acts or omissions of the Account Owner or his agent. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Account Owner or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to the Account Owner and shall not have any duty to question, review or investigate the Account Owner's or his authorized agent's directions regarding the purchase, retention or sale of any asset. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by a former custodian or trustee of any qualified plan or IRA which has transferred all or any portion of its assets to Millennium Trust Company, LLC.

4. The Custodian shall not be responsible for the investment of assets or their performance after the Account Owner's death as the Custodian shall not assume any duties or responsibilities after the Account Owner's death in addition to the duties and responsibilities specifically provided for and assigned to the Custodian in this Agreement.

5. The Custodian shall not be responsible to investigate any investment or any principles involved with any investment.

6. In connection with certain investments Account Owner may execute certain ancillary documents. If Account Owner has agreed to provide services or has appointed an agent to provide services pursuant to such ancillary documents, the Custodian shall not have any responsibility for the performance or nonperformance of those services.

7. Reference to the applicable law and IRS rules and regulations is based on the date this Agreement or the respective ancillary document is delivered to Account Owner. The applicable law and IRS rules and regulations may change from time to time. It is the Account Owner's responsibility to consult with an attorney or tax advisor prior to making any

decisions or executing any documents. The Custodian does not offer any tax or legal advice.

Article X—Cash Investment Program, Mutual Fund Fees

1. The Custodian has a cash management account program for investment of idle cash using FDIC (Federal Deposit Insurance Corporation) insured bank interest bearing demand accounts (Bank Accounts) and the Federated Government Obligations Fund (Fund) – Trust Shares, a money market mutual fund. In the event that funds are received by the Custodian for which there is no investment direction from you, Custodian shall invest such cash as described below.

2. The Custodian uses Bank Accounts at four unaffiliated banks to hold cash for your IRA, in order to avail your IRA of a maximum of \$1,000,000 of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). The first \$250,000 of otherwise uninvested funds in your IRA will be held in one bank. The next \$250,000 will be held in a second bank. The next \$250,000, will be held in a third bank. The final \$250,000 will be held at a fourth bank. Cash exceeding \$1,000,000 at any time in your IRA will be invested in the Fund. As the cash balances in your IRA grow, additional funds over \$250,000 will automatically be placed with the second bank and funds over \$500,000 with the third bank. Cash balances from \$750,000 to \$1,000,000 will be held in the fourth bank. When distributions are taken or investments purchased, the process will be reversed, funds will be taken first from the Fund, if any, and then from the banks in the reverse order, first from the fourth bank, then the third, the second and finally from the first bank. The operation of placing and removing funds to or from the banks and the Fund is automatic without any instructions from you.

3. The interest rate paid on each Bank Account is set by each bank independently based on short-term interest rates and competitive market conditions, and the rates will vary over time, and the interest rates offered by each bank can and will differ from that of the other banks. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. This type of multiple bank program with its increased FDIC insurance protection could not be offered efficiently if it were subject to change with every fluctuation of interest rates paid by or between the banks. However, the Custodian will provide on-going administration of this program and reserves the right, in its sole discretion to (a) change the order in which funds are placed with, and taken from, the banks, (b) replace one or more of these banks with a different bank, or the Fund with another money market mutual fund, and (c) change the number of banks in the program and the amount of FDIC insurance available.

4. Information on FDIC insurance coverage is available at www.fdic.com. Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to your IRA at Millennium.

5. With each Bank Account, the Custodian charges the Account a monthly fee at an annualized rate of up to 3.50% on the average assets invested in the Bank Account. This fee will be charged regardless of which Bank Accounts are being used by your IRA. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. However, the Custodian has the right, but not an obligation, to reduce (rebate) a portion of this fee to your Account as to the balances in a specific bank's Bank Account. The fee for servicing and administering the Bank Accounts can change from time to time

without notice but cannot exceed the annualized rate of 3.50% without prior notice to you. This fee is deducted directly from the interest paid on each Bank Account and the net amount is paid to your IRA monthly.

6. A list of the banks being used in the program will be posted at Millennium Trust's website at www.mtrustcompany.com and links to the banks' websites will be provided so you may obtain information on each bank. You can also obtain the current banks used in your Account by calling or e-mailing a Millennium Trust Client Service Representative or by accessing your Account using Portfolio Online. You can obtain the current order of banks in the program, current interest rates and servicing fee information by calling or e-mailing a Millennium Trust Client Service Representative.

7. Trust Shares of the Fund are not FDIC insured, are not guaranteed by the Federal Government or any government agency, and do not have a bank guarantee. Although like other money market mutual funds it seeks to maintain a stable \$1 unit value, the Trust Shares may lose value. Read the Fund's prospectus, available from the Custodian, carefully if your Account will have cash invested in the Fund. You will receive notice if the Fund is removed from or a new mutual fund is added to the program.

8. The Custodian will be receiving fees from various mutual funds, including the Fund, in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is as permitted by law or regulation and the fund's prospectus and may change over time. Custodian receives from the Fund a set fee currently at an annualized rate of 0.50% on the average assets invested in the Fund. These fees along with the investment management and other operating expenses of the mutual fund are deducted by the fund directly from each fund's earnings and the net amount is paid to your IRA monthly.

9. With either the Bank Accounts or the Fund, Accounts that close during a month will not be credited with interest earned for that month and any interest will be taken as part of the final closing fee by the Custodian.

Article XI – Prohibited Transactions

If you make transactions that are prohibited by law, such as the Account Owner borrowing money from the IRA Account, the IRA Account will lose some or all of its tax advantages, there could be immediate tax consequences and possibly penalties. In this instance, the entire amount borrowed will be treated as having been paid to you all at once and will be subject to income tax and penalties. As another example, if you pledge all or any part of your IRA as security for a loan, the amount you pledge will be treated as having been distributed to you. You also will have to pay a 10% penalty tax, unless you are 59½ or older or permanently disabled at the time the prohibited transaction occurs and the transaction itself may be subject to excise taxes which are paid by the Account Owner.

It is the responsibility of the Account Owner and not the Custodian to determine whether a transaction constitutes a prohibited transaction. Custodian reserves the right to request certification from the Account Owner that the direction provided by the Account Owner does not create a prohibited transaction. If such certification is not forthcoming, Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification does not represent that the Custodian has concluded that no prohibited transaction exists or that the

Custodian has even reviewed the transaction in question.

Article XII – Other Administrative Powers and Duties of the Custodian

1. The Custodian is not required to, but in its sole discretion may exercise the full power and authority to settle, compound or abandon all claims and demands in favor of or against the Custodial Account, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the Custodial Account if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.

2. The Custodian may make any payment or distribution required or authorized hereunder by mailing its check or other property or by ACH or by Fed wire or other electronic transfer to the payee at the address last furnished to the Custodian. The Custodian shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.

3. The Custodian may consult with and employ other agents or legal counsel, who may, but need not be counsel for the Custodian individually, and the Custodian shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper administration of the custodial assets. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Account Owner.

5. The Custodian may, but shall not be obligated to, pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the Custodial Account out of the assets of the Custodial Account upon such information or direction as it may require. Before payment of any benefit, the Custodian may also require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Custodian's protection against tax liability.

After the death of the Account Owner, the Custodian reserves the right to request such documentation and certification as it deems appropriate within its discretion to verify and establish the identity of the beneficiary or the estate, if the assets are to be distributed to the Account Owner's estate. Prior to a distribution of assets to a beneficiary or the estate of the Account Owner, Custodian reserves the right to request from the beneficiary or the estate of the Account Owner, indemnification and discharge from any liability.

6. Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from the Account Owner as to any specific action or situation that arises with the Custodial Account, and if a request for direction is made, the Custodian shall incur no liability for following the Account Owner's direction or for taking no action if no such direction is furnished to the Custodian. The Custodian shall have the right, at the expense of the Custodial Account, to seek a direction or approval of its accounts from a court of competent jurisdiction whenever the Custodian shall in its sole discretion deem it appropriate.

Article XIII – Designation of Beneficiaries

1. The Account Owner can designate future beneficiaries.

- (a) At any time and from time to time the Account Owner shall have the right to designate one or more beneficiaries to whom distribution of the balance of the Custodial Account shall be made in the event of the Account Owner's death prior to the complete distribution of the Custodial Account. Any such beneficiary designation shall be deemed legally valid only when submitted fully completed, duly executed, and on a form provided or approved by the Custodian. Subject to the foregoing sentence, any such beneficiary designation shall be effective upon receipt by the Custodian. Any such beneficiary designation may be revoked at any time, and shall be automatically revoked upon receipt by the Custodian of a subsequent beneficiary designation in valid form bearing a later execution date.

A beneficiary designation form shall not become revoked in its entirety upon receipt by the Custodian of a subsequent beneficiary designation form if the subsequent beneficiary designation form clearly provides that the Account Owner is adding to or changing a portion of the then current beneficiary designation form, but such addition or change shall modify the prior beneficiary designation to the extent provided.

The Custodian reserves the right to reject, or not to accept, beneficiary designations other than beneficiary designations to named individuals or specific entities.

- (b) If no beneficiary should survive the Account Owner, or all beneficiaries renounce their rights to receive any benefit from the Custodial Account, or in the absence of a valid beneficiary designation on file with the Custodian at the time of death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of the Account Owner's Custodial Account to the beneficiary or beneficiaries in the following order of preference:
- (i) To the Account Owner's spouse; but if no such spouse shall survive the Account Owner, then to
 - (ii) The natural and adoptive children of the Account Owner in equal shares per capita; but if there shall be no such child or children who survives the Account Owner then living to
 - (iii) The personal representative of the Account Owner's estate;

provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of the Account Owner's death (or that of the Account Owner's designated beneficiary) and previous to the distribution of the account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Account Owner (or the Account Owner's designated beneficiary) the Custodian shall have no higher duty than the exercises

of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this Section, the Custodian shall be fully and forever discharged from all liabilities respecting such Custodial Account.

Article XIV – Distributions

Subject to Article XII, distributions from the Custodial Account shall be made only upon the request of the Account Owner (or the Account Owner's beneficiary in the event of the Account Owner's death), provided however, that the Custodian is empowered to make a distribution absent such instruction if directed to do so pursuant to a court order, or an IRS levy or other valid and enforceable levy, and the Custodian shall in such event incur no liability for acting in accordance with such court order or levy.

Article XV – Records, Reports, and Valuation of Custodial Accounts

1. The Custodian shall furnish or cause to be furnished to the Account Owner a statement concerning the status of the Account. This Custodial Account statement shall be provided at least annually to the Account Owner. The Account Owner can chose to have such statements mailed to him or the Account Owner can access and retrieve the statements through the internet. The records of the Custodial Account shall be opened to inspection by the Account Owner during the Custodian's regular business hours.

2. The Custodian may grant the Account Owner online access to the Account through the Custodian's website. The website can be made available for view access only or to allow the Account Owner to place trades as well as execute certain other Account related services online. Custodian does not guarantee the performance or privacy of the online system or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond Custodian's control. Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by the Account Owner, or for any loss for any reason associated with website or online access or use by the Account Owner.

The Account Owner shall have a password which will allow the Account Owner to access to the Account online. It shall be the Account Owner's responsibility to keep the password private. The Account Owner shall be responsible for all actions taken by any person using the Account Owner's password whether or not such use was authorized by the Account Owner.

3. The Custodian agrees to submit reports to the Internal Revenue Service and the Account Owner at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.

4. Account Owner shall have forty-five (45) days after either (a) the date of mailing of a paper Custodial Account statement or (b) the posting of a Custodial Account statement online at the Custodian's website to file any written objections or exceptions with Custodian. The failure to file any objections or exceptions

within said forty-five (45) day period shall signify Account Owner's approval of the statement and preclude Account Owner from making future objections or exceptions regarding the statement. Such approval by Account Owner shall be full acquittance and discharge of Custodian regarding the transactions and information on such statement.

5. It is a requirement that the Account Owner receive a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV must be provided by the following January 31. This FMV shall be furnished to the Account Owner in the Custodian's regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Account Owner with other Account statements periodically during the year.

For securities that have publicly available quoted prices, the Custodian will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources the Custodian believes to be reliable, the Custodian cannot guarantee their accuracy. Where a brokerage account (including an account that is used to trade in futures) is held as an asset of the Account at a broker, the Custodian's reported FMV shall reflect only the total value of the brokerage account as reported by the brokerage firm to the Custodian for that Account.

The valuation for investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages, precious metals, life settlement contracts, and entities such as limited liability companies, limited partnerships, hedge funds, and other entities or assets so designated by the Custodian (collectively, "Alternative Assets"), including the December 31 FMV, must be provided to the Custodian on a timely basis by the Account Owner or another party chosen by the Account Owner for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is the Account Owner's responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on a FMV reported by the Account Owner or Valuation Agent or for the accuracy of a required minimum distribution calculated based upon the December 31 FMV of an Alternative Asset. The December 31 FMV must be received by the Custodian no later than the following January 15th. For Alternative Assets such as limited liability companies, limited partnerships, hedge funds, and other similar entities, the Account Owner directs the Custodian to obtain the FMV of the Account Owner's Alternative Assets from the investment entity itself and hereby appoints each such entity as the Valuation Agent for the Account's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to the Custodian by the following January 15th. Failure of the Account Owner or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Account Owner, as the case may be, and the Custodian shall not be required to take any further steps to secure an updated FMV for the Account.

Unless the Account Owner shall direct the Custodian otherwise in writing, (a) a promissory note, or similar debt instrument, shall be valued by the Custodian at its face value (principal amount due) less principal payments received by the Custodian (b) an investment which represents an interest in future insurance proceeds shall be valued at its purchase price.

The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Account Owner or a Valuation Agent. If the Account Owner or any Valuation Agent shall furnish valuations in addition to the required December 31 FMV, the Custodian shall reflect the latest valuation received on an asset in the Custodial Account's statements on a timely basis, but the Custodian shall have no duty to inform the Account Owner or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where the Account Owner has been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for brokerage accounts, including those used to trade in futures, and Alternative Assets,

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either the Account Owner or the Valuation Agent. If the Custodian does not receive a December 31 FMV by the following January 15th, for an Alternative Asset, the Custodian shall be entitled to use as that December's 31 FMV the last FMV provided to the Custodian, or if none, the original purchase price, for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

At any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months, the Custodian may, but shall not be required to (a) distribute such Alternative Asset at its Last Value to the Account Owner and the Custodian shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution to the Account Owner or (b) if such December 31 FMV is required to calculate the amount of a required minimum distribution (in accordance with Code Section 401(a)(9) for the Account Owner; or if a FMV is required due to a court order or similar circumstance, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid by the Account Owner or from the Account. In addition, the Custodian may, in its sole discretion and upon notification to the Account Owner, distribute the entire Account in satisfaction of the requirements of Section 401(a)(9), with any Alternative Assets valued at the Last Value supplied to the Custodian, either (a) at any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months; (b) a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to the Custodian; or (c) if the Custodian knows or has reason to believe that the FMV of the Account (as required to complete any required minimum distribution) is or reasonably appears to be unreliable or inaccurate. If it is necessary to value an Alternative Asset due to the death of the Account Owner, and a FMV is not supplied to the Custodian in a timely manner by the Account Owner's estate, its beneficiaries or the Valuation Agent, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid from the Account.

The Account Holder hereby directs and confirms to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by the Account Owner or a Valuation Agent, or where the Account Owner does not provide, or have a Valuation Agent, provide an updated valuation and the provisions herein provide for the use of the Last Value, the

Custodian may rely on such valuation or Last Value as an accurate FMV of the Alternative Asset in question.

Due to the nature of Alternative Assets and the manner in which their valuation is reported to the Custodian, the Custodian cannot be responsible for their accuracy and such valuations are often not as of the date of the Custodial Account statement. Valuations for Alternative Assets from any source should not be solely relied upon by the Account Owner for making investment or sales decisions; the Account Owner should consider whether to take alternative steps to substantiate the then current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

The Account Owner shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to the Account Owner or the Account arising from or relating to the valuation of an Alternative Asset including the Custodian's accepting, reporting and acting upon any FMV supplied by the Account Owner, or Valuation Agent, or for using the Last Value as provided in this Agreement.

Article XVI – Spendthrift Provisions, Account Owner May Not Pledge Assets.

Neither the Account Owner nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Custodial Account. No interest in the Custodial Account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Account Owner, the Account Owner's beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the Custodial Account by the Custodian shall be made to the person entitled thereto (or in the event of such person's legal disability, then to his legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary. The assets in the Account shall not be subject to or responsible for the debts, contracts or torts of any person whether or not entitled to distributions under this Agreement.

Article XVII – No Duty For Contributions etc, Hold Harmless and Indemnification, Arbitration

The Custodian shall not be responsible in any way for determining the permissible amount of contributions; the collection of contributions to the IRA under this Agreement; the selection, retention or disposition of the investments of the Custodial Account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the Account Owner's or his authorized representative's request.

The Account Owner, his authorized representatives, or designated beneficiaries shall at all times fully indemnify and hold harmless the Custodian, Millennium Trust Company LLC, their affiliates, successors and assigns, from any liability arising from withdrawals so made or actions so taken, and from any and all other liability, damages, costs including legal costs, taxes and penalties on the Custodial Account, losses and expenses (collectively, "Damages") whatsoever which may arise in connection with the Agreement, except Damages arising from the gross negligence or willful misconduct of the Custodian. The Custodian shall not be responsible for any taxes, penalties, judgments and expenses incurred by the Account.

The Custodian shall be under no duty to take any action other than as herein specified with respect to the Custodial Account

unless the Account Owner or the Account Owner's authorized agent shall furnish the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian shall not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions.

Except as provided below, disputes between the parties to this Agreement shall first be submitted to private binding arbitration at the demand of either party. In any arbitration, each party shall appoint one person who is not in its employ or under contract with it to serve as arbitrator, and the two arbitrators shall name a third arbitrator. Except as otherwise agreed by the parties, the Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceeding. The parties agree that, except below, no court action shall be taken by either party prior to arbitration, and the majority decision of the arbitration panel shall be binding on both parties and in any subsequent action in court.

Notwithstanding the above, the Custodian shall have the right to bring suit against Account Owner or the Custodial Account in a court of competent jurisdiction for the recovery of any sums owed Custodian under this agreement, including, but not limited to, fees, costs, expenses and sums paid by Custodian in error to or for the benefit of the Custodial Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account.

Article XVIII – Administrative Expense and Custodian Fees

1. All reasonable costs, charges, expenses, and taxes incurred by the Custodian in the administration of the Custodial Account (including legal fees and compensation of other agents) and such compensation as provided for in the Custodian's then current IRA fee schedule applicable to the Custodial Account, payable to the Custodian may be charged to and paid from the Custodial Account by the Custodian or the Custodian's fees and expenses may be paid by the Account Owner. The Account Owner may not pay brokerage fees and other types of expenses without the risk that such payments constitute contributions to the Account. The Account Owner acknowledges that the Account Owner has had the opportunity to review the Custodian's IRA fee schedule. The Custodian shall not be required to give prior notice to the Account Owner regarding a change in the fee schedule for this Account. Custodian shall have the authority to liquidate any and all of Account Owner's Custodial Account investments at its discretion in order to cover any unpaid fees and expenses due and the Account Owner agrees not to hold the Custodian liable for any adverse consequences that result. Furthermore, in the event that any fees remain unpaid, Custodian shall have the right to seek a judicial settlement in which Account Owner would also be liable for all related costs of the suit including reasonable attorney's fees. The Custodian reserves the right to discount any of its fees within its discretion to certain account owners without notice thereof to the Account Owner.

2. If the Account Owner has furnished the Custodian with a valid credit card account and information, the Account owner authorizes the Custodian to charge its fees and expenses as provided in this Article XVII. Custodian shall charge its establishment fee and the Annual Account Fee to the credit

card account. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be charged to the credit card account. The Account Owner acknowledges that credit card fees and other terms in accordance with the issuer's agreement that governs the use of the credit card account apply to charges by the Custodian, and agrees that issues concerning such credit card account must be raised with the credit card account issuer and not with the Custodian. If such credit card account expires or otherwise ceases to be valid, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with another credit card account or the required information to debit the Account Owner's checking account, and the Custodian will be authorized to charge or debit such credit card account or checking account for all fees and reimbursable expenses. If a charge cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVII.

3. If the Account Owner has furnished the Custodian with the Account Owner's bank account information, the Account owner authorizes the Custodian to debit such bank account its fees and expenses as provided in this Article XVII. Custodian shall debit such bank account for its establishment fee and the Annual Account Fee. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be debited to such bank account. The Account Owner acknowledges that there may be charges or fees involved with debiting such bank account pursuant to the terms that governs the use of the bank account, and agrees that issues concerning such bank account must be raised with the bank and not with the Custodian. If the designated bank account is closed for any reason, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with a valid credit card account or the required information to debit another of the Account Owner's bank accounts, and the Custodian will be authorized to charge or debit such credit card account or bank account for all fees and reimbursable expenses. If a debit cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVII.

Article XIX – Removal and Appointment of Successor Custodian

Any Custodian or Successor Custodian may resign upon giving thirty (30) days prior written notice to the Account Owner or, if the Account Owner is then deceased, to the beneficiaries hereunder. Any Custodian or Successor Custodian may be removed by the Account Owner upon giving thirty (30) days prior written notice to the Custodian. The appointment of a Successor Custodian and transfer of the Custodial Account assets shall be accomplished by the Account Owner delivering a written instrument to the retiring Custodian in a form acceptable to the Custodian either directing distribution of the assets in the Account directly to the Account Owner or with the acceptance of the Successor Custodian endorsed thereon. The Successor Custodian so appointed by the Account Owner shall be a bank, trust company or person approved by the Secretary of the Treasury of the United States to hold and administer assets comprising an Individual Retirement Account.

The retiring Custodian (resigning or removed) shall continue to hold and exercise the powers conferred in the Agreement necessary for the transfer and delivery of the custodial assets to the Account Owner or Successor Custodian. The retiring Custodian shall also be entitled to withhold from the custodial assets such reasonable amounts as it may deem necessary to provide for any compensation due it, to pay taxes, including any withholding or early withdrawal penalties, plus expenses incurred in the termination, transfer and delivery of the custodial assets to the Successor Custodian or Account Owner, and amounts for taxes or other liabilities as may be chargeable against the Custodial Account. The retiring Custodian shall be reimbursed by the Account Owner or his Successor Custodian for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts. The retiring Custodian reserves the right to withhold reasonable fees and expenses for handling assets received by the retiring Custodian after the Account has been closed or transferred.

The Successor Custodian shall acquire all of the powers conferred upon its predecessor, but shall not be personally liable for any act or failure to act of the former Custodian. The transfer and delivery of the custodial assets to the Successor Custodian shall constitute a full and complete discharge and exoneration of liability for the retiring Custodian (absent fraud) unless it is so notified by Account Owner or the successor Custodian within forty-five (45) days from the date of resignation or removal of irregularities in its Custodianship. If any custodian of your Account fails to comply with certain Treasury Regulations or is not keeping records, submitting returns or sending statements as required by applicable forms or regulations, the IRS may, after notifying you, require you to substitute another custodian.

If the Account Owner fails to select a Successor Custodian or direct a distribution to the Account Owner, after the thirty (30) days written notice, the Custodian is hereby authorized: (1) to distribute the Custodial Account to the Account Owner or the beneficiaries regardless of any possible tax consequences, or (2) to appoint a successor custodian and to distribute the assets in the Account to such successor custodian.

In such cases that the value of the Custodial Account becomes worthless, or results in a negative balance, Custodian will resign from the account by notification delivered by certified mail to the Account Owner. Outstanding fees will be billed to the Account Owner. Custodian will not be held liable for negative balances due to the investment decisions of the Account Owner.

Anything herein to the contrary notwithstanding, if the Custodian merges into or becomes consolidated with another entity qualified to act as an IRA custodian, or is succeeded in its business by purchase or otherwise by an entity qualified to act as an IRA custodian, then such entity shall become the Custodian of the Account Owner's IRA without the necessity of the prior approval of the Account Owner.

Article XX – Notices

Any and all notices or other communications directed to be given to the Custodian hereunder shall not be deemed delivered until actually received by the Custodian, in writing, at its place of business. The Custodian shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it shall be sufficient that such a document is delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or

otherwise executed by the party required to sign or execute the same, and the Custodian shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

Any notice provided by the Custodian to the Account Owner for any circumstance shall be sent to the last known address of the Account Owner by regular mail and for the purposes of this Agreement shall be considered delivered as of the date of mailing. The Account Owner shall be responsible to notify the Custodian in writing of a change of address.

Article XXI – Applicable Law

All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Illinois. This Agreement is subject to all applicable Federal and State laws and regulations. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Account Owner's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions, or the Custodian's right or Custodian's right thereafter to enforce each and every such provision.

Article XXII - Account Owner's Representations

Account Owner represents and warrants that any information you have given or will give with respect to this Custodial Account is complete and accurate. Further, Account Owner agrees that any directions Account Owner, or Account Owner's authorized agent give the Custodian, or any actions Account Owner, or Account Owner's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian

shall not be responsible for losses of any kind that may result from such directions to the Custodian or from the Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

Article XXIII– Employer Contributions

If the Account Owner's Custodial Account is the type of IRA which may receive contributions from the Account Owner's employer, the Custodian shall not be liable for any losses, damages, costs, penalties or expenses incurred as a result of the failure of the employer of the Account Owner to make any contributions to the Custodial Account required under Account Owner's IRA plan. The Custodian is not responsible for monitoring the employer's contributions to your Custodial Account or notifying Account Owner of the employer's contributions. If applicable, the Account Owner is responsible for contacting the employer regarding its contributions and monitoring those contributions.

Article XXIV – Third Party Actions

The Custodian shall not be liable to the Account Owner for any statements, representations, actions or inactions of any broker or other salesperson or principal of any investment purchased for this Custodial Account.



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TRADITIONAL IRA DISCLOSURE STATEMENT

Information on Federal Tax Law for Traditional IRAs

This Traditional Individual Retirement Account ("IRA") Disclosure Statement is a summary of the requirements for the Millennium Trust Company, LLC IRA, pursuant to Internal Revenue Service ("IRS") Regulations which require that the information contained herein be given to individuals for whom an IRA is established. By executing the Adoption Agreement, you acknowledge receipt of this Disclosure Statement. The Account Owner has executed the Traditional Individual Retirement Account Custodial Agreement by the execution of the Adoption Agreement referred to herein.

Terms defined in the Traditional IRA Custodial Agreement have the same meaning in this Disclosure Statement.

Item I – The Right to Revoke the Account

You have the right to revoke this account within seven days of the date this Individual Retirement Account is established. If you exercise this right you are entitled to a return of the amount contributed to the IRA without penalty, service charge or administrative expense. If you do not exercise this right within seven days of the date above it is assumed that you will have accepted the terms and conditions of the Individual Retirement Account you have established. To revoke this account simply notify the Custodian in writing. Written notices must be sent by first class mail and will be accepted as the date such notice is postmarked.

Item II – IRA Contributions

You can make annual contributions to an IRA up to the annual limit, or 100% for your compensation or earned income, whichever is less. The annual contribution limit is \$4,000 during 2006 – 2007 and up to \$5,000 in 2008. Thereafter the limits will be indexed for inflation annually in \$500 increments.

If you and your spouse both work and have compensation that is includable in your gross income, each of you can annually contribute to a separate IRA up to the lesser of the annual limit or 100% for compensation or earned income. If each spouse has at least the annual limit in compensation or earned income, each may make the maximum contribution to his or her IRA, a total of up to twice the annual limit on IRA contributions for the couple (in other words, \$8,000 for 2006 for the two IRAs). Contributions to a spousal IRA need not be equally divided between spouses, but no contribution is allowed for annual contributions on behalf of either spouse that exceed the annual limit.

If you are age 50 or older you may make special catch-up contributions to your IRA for that year. From 2006 on, the maximum catch-up contribution is \$1,000 per year. If you are over 50 by the end of a year, your catch up contribution is added to your annual contribution limit for that year.

No contribution shall be allowed under the individual retirement account with respect to any qualified retirement contribution which is made for a taxable year of an individual if such individual has attained age 70 ½ before the close of such taxable year. Contributions to your IRA for a tax year must be made on or before the due date (not including extensions) for your Federal income tax return for that tax year (April 15 for most individuals).

Item III – Deductibility of Contributions

You may deduct the full amount of your IRA contribution up to the annual maximum limit if you are not an "active participant" in an employer-sponsored retirement plan (including qualified 401(k), profit sharing plan, Simplified Employee Pension (SEP) plan, SIMPLE IRA, or SIMPLE 401(k) plan, tax-sheltered annuity plan, and certain governmental plans) for any part of such year. If you are not sure whether you are covered by an employer-sponsored retirement plan, check with your employer or check your form W-2 for the year in question.

If you are an "active participant" the deductibility of your contribution will depend on your adjusted gross income (AGI) for the tax year for which the contribution is made. Individuals are considered to be "active participants" for a year if at any time during the year they are covered by any employer plan under which contributions are made to their accounts (including a required or voluntary employee contribution by the individual) or under which they are eligible to earn pension benefit credits. You are not considered an active participant if you are covered in a plan only because of your service as (1) an Armed Forces Reservist, for less than 90 days of active service, or (2) a volunteer firefighter covered for firefighting service by a government plan. Also, if you are married, you will not be treated as an active participant in an employer-sponsored retirement plan solely because your spouse is an active participant in such a plan if you are not an active participant yourself.

You may have a reduced deduction depending upon your AGI. If your AGI is below a threshold level, established by the IRS, you can deduct your entire contribution. The threshold level for tax year 2006 and 2007 is \$50,000 if you are single. If you are married and filing jointly your threshold level for tax year 2006 is \$75,000 and \$80,000 for tax year 2007. The IRS has also established a phase-out level. If your AGI is over the phase-out level, you cannot take a deduction. If you are single, the phase-out level for tax years 2006 and 2007 is \$60,000. If you are married and filing jointly your phase-out level for tax year 2006 is \$85,000 and for tax year 2007 your phase-out level is \$100,000. If your AGI falls in between these two levels, you will still be able to make a deductible contribution, but your deduction is reduced proportionately.

If you are married, file a separate tax return, but do not live apart from your spouse at all times during the taxable year, the threshold level is \$0 and the phase-out level is \$10,000.

Item IV – Nondeductible Contributions

Even if you are above the threshold level and thus may not make a deductible contribution, you may still contribute up to the lesser of 100% of compensation or \$4,000 to your IRA. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on Form 8606 which you file with your federal income tax return. No deduction is allowed with respect to a rollover contribution (the tax free transfer of retirement funds from one retirement plan to another).

If your employer has adopted a Simplified Employer Pension (SEP) plan, your employer may make a SEP contribution on your behalf into this IRA up to the lesser of 25% of your compensation (\$220,000 maximum) or \$44,000 for 2006. This limit is a per employer limit. Therefore, if you work for more than one employer who maintains a SEP plan, you may receive up to the lesser of 25% of your compensation (\$220,000 maximum) or \$44,000 from each employer. Your employer may contribute to this IRA or any other IRA on your behalf under a SEP plan even if you are age 70 ½ or over, and even if you are covered under a qualified plan of another employer for the year.

You may withdraw an IRA contribution made for a year any time until your tax return filing deadline, including extensions. If you do so, you must withdraw the earnings attributable to that portion and report the earnings as income for the year for which the contribution is not deductible. You may decide either to withdraw the nondeductible amount, or in the alternative you may leave it in the IRA and designate that portion as a nondeductible contribution on your tax return for the previous year (adjusted by any outstanding rollovers).

Item V – Excess Contributions

If you contribute more than your allowable amount in any one year, you can take care of the excess amount in one of two ways:

(1) You can apply the excess amount to contributions for a later year. You can eliminate the excess by contributing less than the maximum amount allowed to your IRA in a later year. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6 percent penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6 percent penalty tax on the amount of the excess contribution that remains after each year.

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6 percent penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10 percent penalty tax on any gains or earnings earned on the excess removed, unless you are older than age 59 ½ or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes for that taxable year, you will have to pay a 6 percent penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA.

Item VI – IRA Distributions

You can take money out of your IRA at any time. However, if you withdraw any of the funds in your IRA before age 59 ½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your IRA distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your IRA). The premature distribution penalty tax will be waived for participants under age 59 ½ for certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

Item VII – Required Minimum Distribution

Traditional IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 70 ½. In the year you reach age 70 ½, you are required to receive minimum distributions from your IRA. If you have not withdrawn the total amount held in your IRA by April 1 following the year in which you reach 70 ½ (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 70 ½ during 2006, you must withdraw the required minimum distribution for 2006 by April 1, 2007, you must withdraw the required minimum distribution for 2007 by December 31, 2007, the required minimum distribution for 2008 by December 31, 2008, etc.

If you maintain more than one Traditional IRA, you must calculate the RMD separately for each. However, you may withdraw the RMD amount from any of your Traditional IRAs. Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your IRA only in accordance with your specific instructions.

Item VIII – Rollover IRA Rules

A rollover is the distribution of cash or other assets from your retirement plan or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from an IRA and move them to another IRA. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

(1) *Rollover from a Traditional IRA to another Traditional IRA.*
If you have a Traditional IRA, you can withdraw all or part of the amount in that account and rollover all or part of the amount withdrawn to another Traditional IRA. The amount rolled over will not be subject to federal income tax (or the 10% premature withdrawal penalty) if you complete the rollover within 60 days

(2) Rollover from a Traditional IRA to a Roth IRA .

You can convert amounts from a Traditional IRA (including SEP and SIMPLE-IRA) to a Roth IRA if: (1) you are single or married and filing a joint tax return; and (2) your AGI is not more than \$100,000. For purposes of conversions, your AGI for the year is determined without including the conversion amount. And if you are age 70 ½ or older, the amount of your required minimum distribution from a traditional IRA also does not count toward the AGI limit to determine if you are eligible to convert. Married couples filing separate tax returns are not eligible for conversions. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within sixty (60) days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the rollover is made. The 10 percent premature distribution tax does not apply to amount converted.

(3) Rollovers from Employer-Sponsored Plans.

If you receive a lump-sum distribution, qualifying partial distribution or termination distributions from a qualified retirement plan, you may roll over all or part of the amount received to an IRA. Generally, rollovers cannot be made more than once in one year. Such rollover to an IRA must be made within 60 days of receipt of the distribution. Rollovers from employer-sponsored plans may be made by rolling the same property into the IRA, or liquidating the property and rolling over the proceeds. Due to the complex nature of the legal definitions of lump-sum distributions, qualifying partial distribution or termination distribution, any individual wishing to take advantage of the rollover rules should seek advice from his tax advisor as to how these rules work.

(4) Conduit IRA (Rollover)

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities, and 403(b) plans. The IRA is then used as a "holding account" until you subsequently roll that IRA back into another qualified plan, annuity or 403(b) plan. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which only the qualified total distribution will be rolled over. When you decide to roll the conduit IRA back into a qualified or 403(b) plan, the entire balance in the IRA plan must be rolled. Any amounts not rolled back into a qualified plan will be taxed at ordinary income tax rates. Surviving spouses are eligible to utilize the conduit IRA.

Item IX – Prohibited Transactions

If you or your beneficiary engage in a prohibited transaction with the account, as described in IRC Section 4975, the account (or the portion of the account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

IRA-004

Item X – Beneficiaries

You can name one or more beneficiaries to whom the balance of your IRA will be paid when you die. To do so, just fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filing out a new form and sending it to us. You can use a new designation to revoke your prior designation in whole or in part.

If the IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your IRA to your spouse first, if she survives you. If you have no spouse who survives you, then the money will go to your children who survive you in equal shares. If you have no children who survive you, the assets in your IRA will be paid to your estate.

Item XI – Self-Direction Requirements

Under the Millennium Trust Company, LLC Individual Retirement Account Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment direction, purchase or sale from you or your authorized agent, as to a specific investment or the IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Millennium Trust Company, LLC offers no investment management, recommendations, or investment advice as to which investments may be best for your IRA. As Custodian, Millennium Trust Company, LLC accepts custody of a wide range of different types of assets. The fact that Millennium Trust Company, LLC accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

Item XII – Approved Form

The Millennium Trust Company, LLC Individual Retirement Account is treated as approved as to form by the Internal Revenue Service since it utilizes precise language of Form 5305-A, currently provided by the Internal Revenue Service, plus additional language permitted by such form. The Internal Revenue Service approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the Individual Retirement Account Custodial Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Illinois.

Item XIII – No Tax Advice

This Disclosure Statement together with the Agreement should answer most questions concerning the IRA. However, the fact that IRA state tax laws vary should be noted by the you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District Office of the IRS. See in particular IRS Publication 590 (Individual Retirement Arrangements). Millennium Trust Company, LLC does not render tax or legal advice.

Item XIV- Fee Disclosure, Referral Fees

In connection with the IRA, you agree to pay the fees set forth on the accompanying IRA Fee Schedule. The services and fees on the IRA Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

Item XV- Privacy Disclosure.

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive financial information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Customer Information Privacy Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

Item XVI- Information the Custodian Collects About the You

The Custodian collects nonpublic information about the you from the following sources:

- Information the Custodian receives from you on applications or other forms,
- Information about your transactions with the Custodian, our affiliates, or others.

Item XVII- No Disclosures Outside of Exceptions

The Custodian does not reveal specific information about your IRA or other personally identifiable data to outside parties for their independent use unless: 1) the information is provided to help complete a transaction initiated by the you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; (3) the information goes to, agents, vendors, and service suppliers in connection with the services they supply to the IRA; 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted

or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

Item XVIII- Confidentiality and Security

The Custodian restricts access to nonpublic personal information about you and the Custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the IRA. Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Item XIX- 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 institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an IRA, you will be asked for your name, address, date of birth and other information that will allow the Custodian to identify you. The Custodian will also require a copy of your identification.

Item XX- Acknowledgement

By signing the IRA Adoption Agreement document, you acknowledge the opening of the account and agree to be bound by the terms of the Traditional Individual Retirement Account Custodial Agreement including this Disclosure Statement. You agree to read and abide by this Traditional Individual Retirement Account Custodial Agreement, including this Disclosure Statement, and the Privacy Policy included herein. Although not a part of the IRA application process, you authorizes the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service , including a check protection service, in connection with this IRA, if deemed necessary at a future time.



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ROTH IRA DISCLOSURE STATEMENT

Information on Federal Tax Law for Roth IRAs

This Roth Individual Retirement Account ("Roth IRA") Disclosure Statement is a summary of the requirements for the Millennium Trust Company, LLC Roth IRA, pursuant to Internal Revenue Service ("IRS") regulations which require that the information contained herein be given to individuals for whom a Roth IRA is established. By executing the Adoption Agreement, you acknowledge receipt of this Disclosure Statement. The Account Owner has executed the Roth Individual Retirement Custodial Agreement by the execution of the Adoption Agreement referred to herein.

Terms defined in the Roth IRA Custodial Agreement have the same meaning in this Disclosure Statement.

Item I - The Right to Revoke the Account

You have the right to revoke this account within seven days of the date this Individual Retirement Account is established. If you exercise this right you are entitled to a return of the amount contributed to the IRA without penalty, service charge or administrative expense. If you do not exercise this right within seven days it is assumed that you will have accepted the terms and conditions of the Individual Retirement Account you have established. To revoke this account simply notify Millennium Trust Company, LLC (the "Custodian") in writing. Written notice must be sent by first class mail and will be accepted as of the date such notice is postmarked.

Item II - Roth IRA Contributions

Subject to income eligibility, you can make annual contributions of up to \$4,000 during 2006 – 2007 and up to \$5,000 in 2008. Thereafter, the limits will be indexed for inflation annually in \$500 increments. Annual contributions can be made regardless of your age, even after age 70 1/2.

If you are age 50 or older you may make special catch-up contributions to your IRA for that year. From 2006 on, the maximum catch-up contribution is \$1,000 per year. If you are over 50 by the end of a year, your catch up contribution is added to your annual contribution limit for that year.

If you and your spouse file a joint federal tax return and your spouse has an earned income for the year that is less than yours, you may make contributions to a Roth IRA established for the benefit of your spouse. The amount you may contribute to your Roth IRA and to a separate Roth IRA in your spouse's name ("Spousal Roth IRA") is the lesser of 100 percent of your combined adjusted gross income ("AGI") or twice the annual contribution limit. However, you may not contribute more than the annual contribution limit to either Roth IRA for any year, and the total annual contribution to all IRAs (both Traditional and Roth) may not exceed the annual contribution limit. If you establish a Spousal Roth IRA, the rules concerning Roth IRAs described in the Disclosure Statement apply equally to your spouse.

If your income is below the AGI limits, you may be eligible for a tax credit for making a contribution to a Roth IRA. The credit applies to the first \$2,000 in contributions. The amount of the credit is based on your AGI.

Item III - Excess Contributions

If you contribute more than your allowable amount in any one year, you can take care of the excess amount in one of two ways:

(1) You can apply the excess amount to contributions for a later year. This option is only available for annual Roth contributions. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6 percent penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6 percent penalty tax on the amount of the excess contribution that remains after each year.

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6 percent penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10 percent penalty tax on any gains or earnings earned on the excess, unless you are older than age 59 1/2 or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes of the following year, you will have to pay a 6 percent penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA. In addition, the following rules generally apply:

- (a) If your total IRA contribution was less than your maximum contribution amount, you do not owe the 10 percent penalty tax if you remove the excess. The amount removed will not be considered taxable income.
- (b) If your total IRA contribution was more than your maximum contribution amount, you will owe the 10 percent penalty tax, unless you are age 59 1/2 or older or permanently and totally disabled.

Item IV - Roth IRA Distributions

You can take money out of your Roth IRA at any time. However, your withdrawal is subject to a tax penalty if you take a distribution from your Roth IRA before (a) age 59 1/2 (unless you are disabled or meet the qualified first-time homebuyer exception) and (b) the end of the five-year holding period.

Regardless of when you take out your money, you do not pay income tax on the amount of any Roth IRA contribution that you withdraw as Roth contributions are after-tax contributions. You may be taxed, however, when you remove any gains earned on your contributions. If you become disabled you must provide the Custodian written notification of your disability. If you request a distribution and you are disabled, your distributions shall begin forty-five (45) days after receipt of the written notification of your disability.

A withdrawal of contributions and earnings will be tax-free if the following applies at the time of the withdrawal: (a) you are age 59 ½ or older and (b) you have met the five-year holding rule or you are permanently and totally disabled. The five-year holding rule means that your Roth IRA must be established for at least five (5) years prior to your withdrawal. The five-year requirement only needs to be satisfied one time and applies to all of your Roth IRAs.

If you are under 59 ½ a 10 percent tax penalty may apply to any withdrawal (in addition to income tax), unless at least one of the following applies: (1) you are permanently and totally disabled; (2) the amount is rolled over within 60 days to another Roth IRA; (3) you remove the money in one of a scheduled series of substantially equal payments over your life expectancy or the joint life expectancies of you and your beneficiary; (4) you use the money to pay medical expenses that are in excess of 7.5 percent of your AGI; (5) you qualify for medical insurance cost exceptions; (6) you remove money (up to \$10,000 total during your lifetime) for the purchase of a primary residence for yourself, your parents, your grandparents, spouse, child or grandchild and the purchaser has not owned a primary residence for two years and home buying funds must be used within 120 days for such expenses as settlement charges, financing fees and closing costs; (7) you recharacterize a contribution; or (8) you remove money for higher education (college and beyond) qualified expenses including tuition, fees, books, supplies, equipment and room and board.

Item V – Rollover IRA Rules

A rollover is the distribution of cash or other assets from your retirement plan to you, which you subsequently roll over to another retirement plan. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from one Roth IRA and move them to another Roth IRA. The rollover must be completed by the 60th day after the day you receive the assets from the first Roth IRA. Generally, Roth IRA assets may be rolled over between Roth IRAs only once a year. This rule applies to each Roth IRA plan you have established. The same property distributed from one Roth IRA (other than cash) must be rolled over into the new Roth IRA. No tax is paid if the rollover is completed on time; however, rollovers between Roth IRAs are required to be reported on your federal tax return.

Rollovers of distributions from designated Roth accounts (such as your Roth 401(k) account) can be made to your Roth IRA. Once the designated Roth account is rolled into a Roth IRA, the Roth IRA rules apply. For example, the five-year holding period for making qualified distributions is determined independently from the rules under a Roth 401(k) plan, and the special Roth ordering rules determine the taxation of those distributions. Roth IRA distributions can never be rolled into a designated Roth account.

The Pension Protection Act of 2006 provides that distributions from qualified plans can be rolled over directly to a Roth IRA, subject to rules that apply to rollovers from a traditional IRA into

a Roth IRA. For example, a rollover from a qualified plan into a Roth IRA is includible in gross income (except to the extent it represents a return of after-tax contributions), and the 10% premature distribution tax does not apply. Similarly, an individual with AGI of \$100,000 or more could not roll over amounts from a qualified plan directly to a Roth IRA. You should contact your tax advisor with any questions.

You can convert amounts from a Traditional IRA (including SEP and SIMPLE-IRA) to a Roth IRA if: (1) you are single or married and filing a joint tax return; and (2) your AGI is not more than \$100,000. For purposes of conversions, your AGI for the year is determined without including the conversion amount. And if you are age 70 ½ or older, the amount of your required minimum distribution from a traditional IRA also does not count toward the AGI limit to determine if you are eligible to convert. Married couples filing separate tax returns are not eligible for conversions. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within sixty (60) days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the distribution is made. The 10 percent premature distribution tax does not apply to amounts converted.

Item VI - Prohibited Transactions

If you or your beneficiary engage in a prohibited transaction with the account, as described in Internal Revenue Code ("IRC") Section 4975, the account (or that portion of the account engaged in the prohibited transaction) will lose its exemption from tax. You must then include the fair market value of the amount involved in the prohibited transaction in your reported gross income for the year during which the prohibited transaction occurred. This is in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

Item VII - Beneficiaries

You can name one or more beneficiaries to whom the balance of your Roth IRA will be paid when you die. To do so, fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filling out a new form and sending it to the Custodian. You can use a new designation to revoke your prior designation in whole or in part.

If the Roth IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your Roth IRA to your spouse first, if she survives you. If you have no spouse who survives you, then the money will go to

your children who survive you in equal shares. If you have no children who survive you, the assets in your Roth IRA will be paid to your estate.

Item VIII - Self-Direction Requirements

Under the Millennium Trust Company, LLC Roth Individual Retirement Account Custodial Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account; except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment direction, purchase or sale from you or your authorized agent, as to a specific investment or the Roth IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your Roth IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Millennium Trust Company, LLC offers no investment management, recommendations, or investment advice as to which investments may be best for your ROTH IRA. As Custodian, Millennium Trust Company, LLC accepts custody of a wide range of different types of assets. The fact that Millennium Trust Company, LLC accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

Item IX - Approved Form

The Millennium Trust Company, LLC Roth Individual Retirement Account is treated as approved as to form by the IRS since it utilizes the precise language of IRS Form 5305-A, plus additional language permitted by such form. The IRS approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the Roth Individual Retirement Account Custodial Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Illinois.

Item X - No Tax Advice

This Disclosure Statement together with the Agreement should answer most questions concerning the Roth IRA. However, the fact that Roth IRA state tax laws vary should be noted. If you have additional questions regarding Roth IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding Roth IRAs from any District Office of the IRS. See in particular IRS Publication 590

(Individual Retirement Arrangements). Millennium Trust Company, LLC does not render tax or legal advice.

Item XI - Fee Disclosure, Referral Fees

In connection with the Roth IRA, you agree to pay the fees set forth on the Custodian's current IRA Fee Schedule.

The services and fees on the IRA Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

Item XII - Privacy Disclosure

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive financial information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Customer Information Privacy Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

Item XIII - Information the Custodian Collects About You

The Custodian collects nonpublic information about you from the following sources:

- Information the Custodian receives from you on applications or other forms.
- Information about your transactions with the Custodian, our affiliates, or others.

Item XIV - No Disclosures Outside of Exceptions

The Custodian does not reveal specific information about your Roth IRA or other personally identifiable data to outside parties for their independent use unless: 1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; (3) the information goes to agents, vendors, and service suppliers in connection with the services they supply to the Roth IRA; 4) you request or authorize disclosure; or 5) the disclosure otherwise is lawfully permitted or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

Item XV - Confidentiality and Security

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Item XVI - 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 institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open a Roth IRA, you will be asked for your name, address, date of birth and other information that will allow the Custodian to identify you. The Custodian will also require a copy of your identification.

Item XVII - Acknowledgement

By signing the Roth IRA Adoption Agreement document, you acknowledge the opening of the account and agree to be bound by the terms of the Roth Individual Retirement Custodial Account Agreement including this Disclosure Statement. You agree to read and abide by this Roth Individual Retirement Account Custodial Agreement, including this Disclosure Statement, and the Privacy Policy included herein. Although not a part of the Roth IRA application process, you authorize the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this Roth IRA, if deemed necessary at a future time.



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SELF-DIRECTED IRA FEE SCHEDULE (Fees Subject to Change)

One-time Establishment Fee			\$50
Annual Account Fee (\$50 for accounts that only hold traditional assets) ¹			\$150
Annual Asset Holding Fees (per asset) ¹			
Mutual Funds, Publicly-Traded Securities, U.S. Treasuries, Domestic CD's			No Charge
Brokerage Account or Futures Account (no recording of individual transactions)			\$150
Private Placements, Annuities			\$100
Mortgages, Mortgage-Backed Securities			\$125
Real Estate (\$200 if debt financed)			\$150
Miscellaneous assets			\$ Quoted
Investment Transaction Charges (includes purchases, sales, tenders, rollovers etc.) ² :			
Alternative Assets			
• Brokerage or Futures Account Set-up (\$25 for each additional transaction)			\$50
• Private Placements and others			\$50
• Promissory Note or Mortgage (\$25 for each extension or rollover)			\$75
• Real Estate			\$225
Traditional Assets	<u>Online</u>	<u>Phone Order</u>	
• NTF Mutual Funds	No Charge	\$25	
• Transaction Fee Mutual Funds	\$25	\$50	
• Publicly-traded Equity Securities (i.e., Stocks, ETFs)	\$15	\$40	
Plus brokerage commission listed below (min \$8)			
1-1000 shares	\$0.02/share		
1001-5000 shares	\$0.015/share		
5001+ shares	\$0.01/share		
• Certificates of Deposit and Bonds	N/A	\$50	
Distribution or payment of expenses by:			
• ACH			\$10
• Check			\$15
• Wire Transfer			\$25
Miscellaneous Charges:			
Overnight Mail (\$50 for international)			\$25
Returned Check or Stop Payment on Checks Issued			\$35
Duplicate Statements (re-run prior statement)			\$25
Re-Registration of Assets on Full or Partial Termination (each)			\$50
Transfer account to new FCM/Broker or execution of new CTA forms			\$50
Account Research, Tax Filing & Special Handling (1 hour minimum)			\$75/hour
Miscellaneous Services			\$ Quoted
Account is required to maintain a \$500 cash balance			
(account is assessed a quarterly charge if balance drops below \$250)			\$20/quarter
Termination Fee (plus applicable transaction charges)			\$125
Extraordinary or Special Services			\$ Quoted
Service and Administrative Fees- The custodian may also receive a fee from various mutual funds or charge a fee, which varies over time but cannot exceed a maximum annualized rate of 3.50%, on cash held in the bank money market account in return for providing servicing, administrative and/or recordkeeping services. Please see your respective IRA Disclosure Statement for further information.			

¹ Charged to your credit card or debited quarterly from checking account.

² Assessed at time of transaction. Does not apply to individual transactions within a brokerage or futures account.