

Traditional IRA Custodial Agreement

(Under section 408(a) of the Internal Revenue Code)

RolloverSystems[®]
Invested in Retirement

Form 5303-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 (the "Agreement") is made between Fifth Third Bank (the "Custodian") Rollover Shareholder Services, LLC (the "Servicing Agent") and each individual ("Depositor") who executes a Traditional IRA Application (the "Application"), incorporating the terms of this Agreement, for the purpose of establishing an individual retirement account ("Account") as described in 408(a) of the Internal Revenue Code, as amended, or any successor statute (the "Code"). The Depositor is established an Account to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian/Servicing Agent has given the Depositor the disclosure statement required by Regulations section 1.408-6. The Depositor has assigned the Account the amount indicated on the Application. The Depositor, the Custodian and Sponsor make the following Agreement:

ARTICLE I : CONTRIBUTIONS

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

ARTICLE II : NONFORFEITABILITY

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

ARTICLE III : INVESTMENT OF ACCOUNT

1. No part of the Account funds may be invested in life insurance contracts, nor may the assets of the 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 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: DISTRIBUTION OF ACCOUNT

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Depositor's interest in the Account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the Account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70 1/2. By that date, the Depositor may elect, in a manner acceptable to the Custodian/Servicing Agent, to have the balance in the Account distributed in:
 - (a) A single sum or
 - (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.
3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the Depositor dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the 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.

ARTICLE IV: DISTRIBUTION OF ACCOUNT

Continued

(ii) the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.

(b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) 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 Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70 1/2. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii) even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

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

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

ARTICLE IV: DISTRIBUTION OF ACCOUNT

Continued

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

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70 1/2, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (*or the year the Depositor would have reached age 70 1/2, 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 sections 1.401(a)(9)-9*) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the Depositor reaches age 70 1/2 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: REPORTS

1. The Depositor agrees to provide the Custodian/Servicing Agent with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian/Servicing Agent agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

ARTICLE VI: CONTROLLING SECTIONS

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: AMENDMENTS

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

ARTICLE VIII: INVESTMENT OF CONTRIBUTIONS

1. The Depositor is solely responsible for the investment of the Account and the Custodian/Servicing Agent shall have no discretion to direct any investment in the Account. The Depositor shall direct investment instructions in a form and manner acceptable to the Custodian/Servicing Agent. The Depositor authorizes the Custodian/Servicing Agent to deposit all client funds into an omnibus account held with Custodian and direct the omnibus trades into the specific mutual funds and/or other investment products directed by the Depositor. By giving such instruction to the Custodian/Servicing Agent, Depositor is deemed to have acknowledged receipt of the then current prospectus or disclosure document for any investment company shares or other funding vehicles in which the Depositor directs the Custodian/Servicing Agent to invest assets in the Account.
2. The Custodian/Servicing Agent shall be responsible for the execution of orders by the Depositor and for maintaining adequate records thereof. If investment direction orders are not received as required or are, in the opinion of the Custodian/Servicing Agent, unclear, incomplete or otherwise unacceptable, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation or interest pending receipt of such orders or clarification. The Depositor hereby acknowledges that the Custodian/Servicing Agent is not responsible for providing any investment advice in connection with the Account or for providing any advice regarding the value or suitability of a particular investment.

ARTICLE VIII: INVESTMENT OF CONTRIBUTIONS

Continued

3. The Custodian/Servicing Agent may permit the Depositor or, after the Depositor's death, the Depositor's beneficiaries, to appoint an agent, investment adviser, manager or appointed individual (each as "Authorized Agent") to direct the Custodian/Servicing Agent as to the investment of assets in the Account. The Depositor shall notify the Custodian/Servicing Agent in writing of such appointment by providing the Custodian/Servicing Agent with a copy of the instruments appointing the Authorized Agent. The Custodian/Servicing Agent shall comply with any directions given by the Authorized Agent, unless and until, the Depositor provided written notification that the appointment has been terminated.

ARTICLE IX: BENEFICIARIES

1. The Depositor may designate, in a form acceptable to Custodian/Servicing Agent, any person, trust or persons, contingently or successively, to whom the Custodian shall pay the Depositor's interest in the Custodian Account in the event of his or her death ("Beneficiary" or "Beneficiaries"). The Depositor may change such designations from time to time during his or her lifetime by submitting a new designation of beneficiaries form to the Custodian/Servicing Agent. If no Beneficiaries are designated or if no designated primary or contingency Beneficiary survives the Depositor, the Account will be distributed to his or her surviving spouse, but if he or she has no surviving spouse, his or her estate.
 2. If upon the death of the Depositor, the person designated to be the Beneficiary is known to be a minor or otherwise under a legal disability, the Custodian/Servicing Agent may, in its discretion, make all or any part of the distribution payable to such person as may be acting as parent, guardian, committee, conservator, custodian, or legal representative of the minor Beneficiary or person determined to be under a legal disability and the receipt of any such person as selected by the Custodian/Servicing Agent shall be a full and complete discharge to the Custodian/Servicing Agent for any funds so paid from the Account.
- A minor Beneficiary shall be deemed to be a minor until the age of majority under the law of the state of the minor's domicile with respect to the right to own a mutual fund and other investments.

ARTICLE X: DISTRIBUTIONS

Distributions from the Account will be made upon the request of the Depositor, to the Custodian/Service Agent, in a form acceptable to the Custodian/Service Agent, and will generally be included in the gross income of the recipient as required by law. The Custodian/Service Agent may make distributions, without the Depositor's authorization, where required by law. In such instance, neither the Custodian nor the Service Agent shall in any event incur any liability for acting in accordance with such laws.

ARTICLE XI: FEES AND EXPENSES

The Custodian/Service Agent is entitled to such reasonable fees with respect to the establishment and maintenance of the Account as are established by it and to the reimbursement for all reasonable expenses, including legal fees, for the administration of the Account. The Custodian/Service Agent reserves the right to change its fees from time to time upon written notice to the Depositor.

ARTICLE XII: COMMUNICATIONS

1. All communications required to be given to the Depositor by the Custodian/Service Provider shall be deemed to have been given when delivered or provided to the last known address, including electronic address of the Depositor in the records of the Custodian/Service Provider.

All communications required to be given by the Depositor to the Custodian/Service Agent shall be mailed, delivered or provided to the Custodian/Sponsor at its designated mailing address, including an electronic address if authorized by the Custodian/Service Agent and the communication is effective upon the Custodian/Service Provider's actual receipt thereof.

ARTICLE XI: RESIGNATION OR REMOVAL

The Custodian may resign at any time upon thirty (30) days written notice to the Depositor and the Depositor may remove the Custodian upon thirty (30) days written notice to the Custodian. Upon such resignation or removal, the Depositor shall appoint a successor custodian to act under this Agreement. The successor custodian shall be a bank or other person qualified to serve as trustee of an individual retirement account under Section 408(a)(2) of the Code. Upon receipt of notice that a successor custodian has been appointed, the Custodian shall transfer and deliver all the assets comprising the Account to the successor custodian; provided, however, that the Custodian may reserve such sums as it deems necessary to defray its expenses in settling its accounts and to pay any of its compensation due and unpaid. If within thirty (30) days after the Custodian's resignation or removal, or such longer time as the Custodian may agree to, the Depositor has not appointed a successor custodian, the Custodian may appoint a successor trustee or custodian, or distribute the assets in the Account to the Depositor or its Beneficiaries, if applicable.

ARTICLE XI: RESIGNATION OR REMOVAL

Continued

The Depositor will provide to the Custodian/Service Agent the information the Custodian/Service Agent believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Custodian/Service Agent reasonable compensation for its services, as disclosed in the applicable fee schedules.

ARTICLE XII: AMENDMENTS, TERMINATION & ASSIGNMENT

1. The Custodian/Service Agent is authorized to amend this Agreement at any time (including retroactively) upon thirty (30) days written notice to the Depositor. The Depositor shall have been deemed to consent to any such amendment unless he or she notifies the Custodian to the contrary within thirty (30) days from the date the notice is delivered to terminate the Agreement.

2. The Depositor may terminate this Agreement by delivering a written notice of termination to the Custodian/Service Agent. Upon such termination, the Custodian/Service Agent shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the successor custodian or trustee, or other retirement plan designated by the Depositor. If the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor.

3. The Custodian and/or the Service Agent shall have the right to assign and/or delegate any and all of its rights and obligations under this Agreement to a third party without the consent of the Depositor, provided that such third party is qualified to act as the Custodian and/or the Service Agent of any individual retirement account under section 408(a)(2) of the Code.

ARTICLE XIII: MISCELLANEOUS

1. The Account is established for the exclusive benefit of the Depositor. The interest of the Depositor in the balance of the Account shall at all times be nonforfeitable.

2. The Depositor represents and warrants that any information provided to the Custodian/Servicing Agent regarding the Account is and will be complete and accurate. The Depositor will promptly notify the Custodian of any changes, updates or corrections to his or her personal information. The Depositor represents and warrants that any changes, updates or corrections to his or her personal information. The Depositor represents and warrants that any instructions given to the Custodian/Servicing Agent regarding the Account will be duly authorized and the Custodian/Servicing Agent shall be entitled to rely upon any such instructions. The Custodian/Servicing Agent shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and the Custodian/Servicing Agent shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Depositor shall at all times indemnify and hold harmless the Custodian/Servicing Agent from any liability which may arise hereunder except liability arising from the gross negligence of willful misconduct of the Custodian/Servicing Agent. The Custodian/Servicing Agent shall not be responsible to determine whether the Depositor's contributions of distributions comply with applicable law or this Agreement.

3. For purposes of this Agreement, "Depositor" shall be deemed to include, to the extent applicable, the Depositor's Beneficiaries and authorized parties.

4. The Depositor shall have sixty (60) days after receipt of an Account statement to advise the Custodian/Servicing Agent in writing of any errors or inaccuracies in such statement. The failure to file any objection to the statement within the time referenced shall constitute Depositor's approval of the accounting and the Custodian/Servicing Agent shall have no further liability or obligation with respect to such accounting.

ARTICLE XIII: MISCELLANEOUS

Continued

5. The Depositor shall not engage in any transaction with respect to the Account that is prohibited under Section 4975 of the Code and which, under Section 408(e)(2) of the Code, would cause the Account to no longer qualify as an individual retirement account.

6. This Agreement shall be governed, administered, and enforced according to the laws of North Carolina, except where preempted by federal law.

7. In the event of any conflict between this Agreement and any other documents submitted to the Custodian/Servicing Agent in connection with the Account, the terms of this Agreement shall control; provided, however, that the terms of any beneficiary designation submitted to and accepted by the Custodian/Servicing Agent shall control over the terms of this Agreement.

The following IRA Custodian Disclosure Statement and Plan Agreement is provided by Rollover Shareholder Services, LLC (the "Servicing Agent), Fifth Third Bank (the "Custodian) and each individual (the "Depositor), as required by the Internal Revenue Code. Please read this document along with The Traditional IRA Custodial Agreement and investment prospectus(es) and/or product fact sheets for the investments you have selected for your IRA rollover account or IRA contributions.

REVOCATION OF YOUR IRA

You have the right to revoke your IRA within seven (7) calendar days if you have not received this IRA Custodian Disclosure Statement prior to your account being established by sending a written revocation request to:

Rollover Shareholder Services, LLC
4135 South Stream Blvd. Suite 500
Charlotte, NC 28217
Attention: IRA Transaction Processing

You can also contact Rollover Shareholder Services toll free at:

888-472-7678

Note: all revocation requests must be postmarked within the seven calendar day window previously mentioned.

If your request to revoke your IRA is received within seven calendar days, the full amount of your IRA contribution or rollover will be returned without deducting any amounts for account administration, miscellaneous expenses, or investment gains or losses.

TYPES OF IRAS

This Disclosure Statement covers two types of IRAs:

Traditional

A Traditional IRA is an IRA that allows an individual to make normal (annual) contributions that are either deductible or nondeductible.

Roth

A Roth IRA is an IRA that allows an individual to make normal nondeductible (annual) contributions. Roth IRAs also accept assets from Traditional IRA conversions, which are tax and penalty free when taking distributions. Certain restrictions apply.

CONTRIBUTIONS

ELIGIBILITY REQUIREMENTS FOR CONTRIBUTIONS

Traditional IRA Contributions

In general, you are eligible to contribute to your Traditional IRA for any tax year that you have earned income. Once you reach 70 ½ regular contributions are no longer accepted into a Traditional IRA.

All contributions to a Traditional IRA must be made during that tax year must be made by December 31st or by the tax filing deadline, which is typically April 15th. Even if you file an extension, your contribution must be complete by the filing deadline or it will not be accepted for that year.

For purposes of funding an IRA, compensation is generally defined as what you earned (wages) from working and is reported on your Form W-2. This includes wages, salaries, tips, professional fees, bonuses and other amounts received from providing personal services. If you are self-employed, your compensation is your net profits or income, which is shown on Schedule C or C-EZ of your IRS 1040 Form. In most cases, compensation does not include income from investments, pensions, annuities, or deferred compensation.

Roth IRA Contributions

In general, you are eligible to contribute to your Roth IRA for any tax year that you have earned income and your adjusted gross income (AGI) does not exceed limits set by the IRS for that year. Your AGI for purposes of funding your Roth IRA is the amount shown on your tax return minus deductions taken for IRA conversions, rollovers and other exclusions or deductions.

Please seek professional assistance from your tax advisor, refer to instructions on Form 1040, or reference IRS Publication 590 for specific information about eligibility or help calculating your AGI.

CONTRIBUTION AMOUNTS

Traditional IRAs

The maximum amount you can contribute to a Traditional IRA for each tax year is as follows:

Taxable Years	Dollar Amount
2010 - ?	\$5,000

CONTRIBUTION AMOUNTS (CONTINUED)

Beginning in 2002, individuals who turned 50 years of age during the tax year were allowed to make "catch-up" contributions.

Taxable Years	Dollar Amount
2010 - ?	\$1,000

Under no circumstances can your total contributions exceed 100% of your earned income. Although you are eligible to make contributions to both a Traditional IRA and Roth IRA, the maximum cannot exceed the limits indicated in the tables above. Example: 2010 total contribution = \$5,000 (\$3,000 Roth/ \$2,000 Traditional).

Roth IRAs

Single Filers

In 2010, if you are single and your AGI is less than \$105,000, the maximum allowable contribution is \$5,000 plus an additional \$1,000 catch-up amount (if eligible). If your AGI exceeds \$120,000, you are not allowed to make a contribution to a Roth IRA. If your AGI is between \$105,000 and \$120,000, the amount of your contribution is "phased-out" (reduced) and determined by a formula.

Under no circumstances can your total contributions exceed 100% of your earned income. Although you are eligible to make contributions to both a Traditional IRA and Roth IRA, the maximum cannot exceed the limits indicated in the tables above.

Please seek professional assistance from your tax advisor, refer to instructions on Form 1040, or reference IRS Publication 590 for specific information about eligibility or help calculating your AGI.

Joint Filers

In 2010, if you married and file a joint return and your combined AGI is less than \$167,000, the maximum allowable contribution is \$5,000 plus an additional \$1,000 catch-up amount (if eligible). If your AGI exceeds \$177,000, you are not allowed to make a contribution to a Roth IRA. If your AGI is between \$167,000 and \$177,000, the amount of your contribution is "phased-out" (reduced) and determined by a formula.

Under no circumstances can your total contributions exceed 100% of your earned income. Although you are eligible to make contributions to both a Traditional IRA and Roth IRA, the maximum cannot exceed the limits indicated in the tables above.

Please seek professional assistance from your tax advisor, refer to instructions on Form 1040, or reference IRS Publication 590 for specific information about eligibility or help calculating your AGI.

CONTRIBUTION AMOUNTS (CONTINUED)

Maximum combined contributions: Traditional and Roth IRA

The maximum amount you can contribute is to multiple IRAs during any given tax year is the lesser of the maximum contribution limit or 100% of your earned income. Any contribution made to a Traditional or Roth IRA reduces the maximum amount you can contribute to the other IRA. In situations where you make spousal contributions and file a joint tax return, you are eligible to contribute up to the maximum limit as long as your combined earned income exceeds the contribution amount. This rule applies even if one spouse does not work and have earned income.

Excess IRA contributions

If you make an excess contribution that exceeds the allowable limits for an IRA contribution the amount is subject to a 6% IRS contribution tax unless the amount plus any attributable earnings are removed by the tax filing deadline. You may also have the option to recharacterize the excess amount by the filing deadline or extension deadline for the year in which you made the contribution.

Recharacterization of contributions and/or conversions:

You have the option to recharacterize contributions or conversions made to a Traditional or Roth IRA and have it recoded into a different type of IRA. For example, you may request a change to a Traditional IRA contribution by recharacterizing the amount to a Roth IRA. A recharacterization must include the full or partial amount of the initial contribution or conversion amount and associated net income. A recharacterization must be completed by the tax filing deadline or extension for the year in which the transaction was made.

You must notify Rollover Shareholder Services of your recharacterization via written request. Once requested, it is important to note that once recharacterizations are complete they are considered final and cannot be changed. You may need to file Form 8606 with the tax return and may need to seek assistance from your tax advisor or refer to IRS Publication 590.

Deductibility of your Traditional IRA contributions

Active participant status

If either you or your spouse is covered by an employer sponsored retirement plan, contributions to your Traditional IRA may be fully or partially deductible. Eligibility for a full deduction is based on your filing status and income.

Typically, your employer provided Form W-2 will indicate if you are an active participant for that tax filing year and you should contact your employer's HR department with questions.

Refer to IRS Publication 590 or contact your tax advisor for assistance in determining your eligibility for deducting contributions.

Deductibility: Non active participant status

All contributions made to a Traditional IRA are 100% deductible if you are not considered an active participant in an employer retirement plan. Eligibility rules still apply, where all contributions must be from earned income.

Deductibility: Active participant status

If you are an active participant in an employer sponsored retirement plan, the deductibility of contributions to your Traditional IRA is based on your AGI. You should reference Form 1040 for more information on calculating AGI when you are an active plan participant.

It is important to remember you are still eligible to make a full contribution to your Traditional IRA even if the total amount is nondeductible. The IRS permits you to contribute the difference of the maximum allowable contribution amount and the deductible portion of a Traditional IRA or Roth IRA as a nondeductible contribution. To make a Roth IRA contribution you would need to meet income limits previously discussed in the Eligibility section.

Single Individuals

If your IRS filing status is Individual and your AGI is less than \$56,000 for 2010, you are allowed to deduct 100% of your Traditional IRA contributions for the year. If your AGI is greater than \$56,000 for 2010, you are not eligible to deduct any portion of your contributions. If your AGI is between \$56,000 - \$66,000 and you have earned income, the amount of your Traditional IRA contribution that is deductible will be \$200 or greater, which is based on IRS limits stated in Publication 590.

Married individuals with active participant status

If your IRS filing status is Joint (Married) and your combined AGI is less than \$89,000 for 2010, you are allowed to deduct 100% of your Traditional IRA contributions for the year. If your combined AGI is greater than \$109,000 for 2010, you are not eligible to deduct any portion of your contributions. If your combined AGI is between \$89,000 - \$109,000 and you have earned income, the amount of your Traditional IRA contribution that is deductible will be \$200 or greater, which is based on IRS limits stated in Publication 590.

Taxable Years	Individual Filers	Joint Filers (Married)
2010 - ?	\$56,000 - \$66,000 (as indexed)	\$89,000 - \$109,000 (as indexed)

Married individuals with only spouse as active participant

If your IRS filing status is Joint (Married) and combined AGI is less than \$167,000 for 2010, you are allowed to deduct 100% of your Traditional IRA contributions for the year. If your combined AGI is greater than \$177,000 for 2010, you are not eligible to deduct any portion of your contributions. If your combined AGI is between \$167,000 - \$177,000 and you have earned income, the amount of your Traditional IRA contribution that is deductible will be \$200 or greater, which is based on IRS limits stated in Publication 590.

Reporting nondeductible contributions

All nondeductible contributions to an IRA or Roth conversions must be reported to the IRS on Form 8606 with your annual tax return. Contributions to your Traditional IRA may be made without identifying if the amounts are nondeductible. However, you must identify all nondeductible amounts when filing your taxes.

ROLLOVER, TRANSFERS, AND CONVERSIONS**IRA rollovers and transfers to Traditional IRAs**

You are eligible to transfer, or roll over, the full or partial proceeds of your Traditional IRA to another Traditional IRA without incurring any taxes. All rollovers must be completed within 60 days, with certain exceptions outlined by the IRS in Publication 590.

You are allowed to execute one rollover from a Traditional IRA to another over a 12-month period. This rule applies only to indirect rollovers, where the check is made payable directly to you versus a financial institution, and does not apply to direct rollovers paid on your behalf to a financial institution.

Proceeds from investments in a SIMPLE IRA are eligible for rollover into a Traditional IRA or employer plan after two years.

Any distribution paid directly to you from an employer-sponsored retirement plan is subject to a mandatory 20% withholding unless the amounts are part of your required minimum distribution (RMD) or other special exception allowable by the IRS. Please refer to publication 590 for distribution exception rules.

Roth IRA rollovers and transfers

You are allowed to transfer or rollover investment proceeds from a Roth IRA to another Roth without incurring any tax liability if the monies are invested within 60 days. However, the IRS only allows one rollover of distribution proceeds for each Roth IRA you own during any 12 month period. This applies even if you reinvest the distribution proceeds into the original Roth IRA that the assets were distributed. Distributions from an employer-sponsored retirement plan cannot be directly transferred into a Roth IRA and, if interest, must be converted into a Traditional IRA. Eligibility for converting assets is based on your AGI (refer to Conversion information below or IRS Publication 590).

Roth Employer Plan IRA conversions to a Roth IRA

You are allowed to directly or indirectly rollover eligible distributions from a Roth 401(k) or Roth 403(b) to a Roth IRA. However, you are responsible for maintaining an accurate recording of the taxable and nontaxable amounts.

All proceeds from a qualified plan are allowed to be directly rolled into a Roth IRA. However, required minimum distributions and substantial equal periodic payments are ineligible for rolling into a Roth IRA. It is important to note that earnings from a Roth IRA are taxable and not contributions made with after tax dollars.

As indicated above, rollovers from an employer-sponsored retirement plan to a Roth IRA can be rolled over directly or indirectly. A direct rollover is executed by simply requesting a distribution is paid directly to your new custodian. In contrast, proceeds for an indirect rollover are paid directly to you and proceeds must be invested within 60 days from the date of receipt. Indirect rollovers typically have a mandatory 20% withholding taken from the principle for federal taxes and you are required to make up this amount directly from your savings. If not, the amount is coded as a distribution and you are responsible for any taxes and associated penalties.

Traditional IRA conversions to a Roth IRA

If you are an Individual tax filer, or married, and your AGI is less than \$100,000 you are eligible to convert assets from your Traditional IRA to a Roth IRA. A conversion is treated as two separate transactions: a distribution and rollover to a Traditional IRA. A Traditional IRA conversion to a Roth is fully taxable, except for any nondeductible proceeds, and is included as part of your income for that year.

If you convert assets from a Traditional IRA to a Roth IRA you must file Form 8606 with your return for the year.

DISTRIBUTIONS FROM IRAS

Traditional IRA

You are eligible to remove assets from your IRA at any time. However, the distribution proceeds may subject you to additional taxes or penalties. In general, all deductible contributions are fully taxable as ordinary income and must be identified as such when you file your tax return. Since nondeductible contributions are after-tax dollars you are not fully taxed on these assets when taking a distribution. Instead, you are taxed on a portion of the proceeds, which is based on a formula provided by the IRS.

Please consult with your tax professional, reference instructions on IRS forms 8606 and 1040, or refer to Publication 590 for assistance.

Roth IRA

Since Roth IRA contributions are made with after-tax dollars the assets are not taxed when taking a distribution if a distribution is paid to you after five years from your initial contribution or conversion and one of the following:

1. Paid after you turn 59 ½ years of age
2. Paid due to disability
3. Paid to your beneficiary or estate due to your demise
4. Paid and used within 120 days for your first time home purchase or qualifying family member. This exception can only total \$10,000 over a lifetime.

The five year holding period begins on the first day of the tax year of the calendar year you make your initial contribution or conversion to a Roth IRA.

Roth distributions are first taken from the nontaxable principal and then from earnings. Principal amounts are taxed using a first-in-first-out approach with Roth contributions coming out first prior to Roth conversion dollars. Distributions from Roth conversion dollars are initially taken from assets that were taxable during the conversion.

Please consult with your tax professional, reference instructions on IRS forms 8606 and 1040, or refer to IRS Publication 590 for assistance.

IRA DISTRIBUTION PENALTIES

Traditional IRAs

Distributions from a Traditional IRA prior to age 59 ½ are subject to normal taxes and a premature 10% withdrawal penalty. The following are exceptions to the 59 ½ penalty ruling:

1. Paid to your beneficiary or estate due to death
2. Paid as part of substantial periodic payments
3. Paid as a rollover to another IRA or qualified plan within 60 days
4. Paid to you due to disability
5. Paid to you to cover medical expenses in excess of 7 ½ % of your AGI
6. Paid to you to cover medical insurance premiums
7. Paid to you or family member to cover expenses for higher education
8. Paid to you or family member for first-time home purchases
9. Paid to the IRS
10. Paid as a result of a valid divorce decree and transferred to your ex-spouse
11. Paid to you as a return of an excess contribution

Roth IRAs

The taxable portion of nonqualified distributions from a Roth IRA, including conversions, is subject to a 10% penalty, unless you qualify for one of the exceptions listed above.

Special penalties for Roth IRA distributions

Converted amounts to a Roth IRA distributed within five years after the date of the conversion are subject to a 10% penalty, unless you qualify for an exception. The penalty amount is based on the taxable amount when the

REQUIRED DISTRIBUTIONS**Traditional IRAs**

You are required to begin taking distributions from your Traditional IRA by April 1st following the year you turn 70 ½. The minimum distribution amount is calculated by using a table provided by the IRS. Please reference Publication 590 to view the IRS table or to learn more about required distributions.

Roth IRAs

Unlike account holders of Traditional IRAs, you are not required to take minimum distributions if you have investments in a Roth IRA since funding occurs using after-tax dollars. However, in the event of you untimely demise while assets are still in your Roth IRA, your beneficiary may be subject to distribution rules. Please reference Publication 590 to view the IRS table or to learn more about required distributions.

BENEFICIARY DESIGNATION

Beneficiaries are typically designated as part of your IRA application. IRA account proceeds from accounts without a valid beneficiary designation prior to the account holder's death will be paid to the deceased account holder's estate.

EXCESS ACCUMULATION PENALTY

Failure to meet your required minimum distribution obligations as discussed in Article IV of the Traditional IRA Custodial Agreement during any year will result in a 50% IRS penalty for the amount you were required to take as a minimum distribution from your IRAs.

**EXCESS CONTRIBUTIONS,
EXCESS ACCUMULATIONS,
AND EARLY WITHDRAWALS**

If you have to remove assets from your IRA due to an excess contribution, excess accumulation, or early premature withdrawal you must report the distribution amount to the IRS when you file your tax return on Form 5329. This does not apply if you qualify for an exception to the penalty tax, which would be required on your 1099-R.

MINOR IRAS

A parent or legal guardian must complete an IRA application to establish a Traditional or Roth IRA on behalf of the Minor. Only the parent or legal guardian will be allowed to direct transactions in the IRA. Transactions include, but are not limited to, directing investments, transfers, distributions, and exchanges. However, only the Minor can contribute money to the IRA, and must have earned income as defined by the IRS. Once a Minor has reached the age of majority (state specific rules apply), the Minor can designate a beneficiary. If no beneficiary is added to the account, the assets will pass to the Minor's estate in the event of the Minor's death.

The parent or legal guardian has full responsibility to transfer control of the IRA once the Minor reaches the age of majority (state specific rules apply) by sending a written request to Rollover Shareholder Services.

PROHIBITED TRANSACTIONS

If you or your Beneficiary engage in any transaction that is prohibited in nature, your IRA account will be considered a taxable account and lose its exempt status. Assets in the IRA would be treated as if they were distributed and you would then be responsible for any taxes and associated penalties if you are under 59 ½ and you do not qualify for an exception.

Prohibited transactions include, but are not limited to loaning money from the IRA, selling, exchanging or leasing property to the IRA. Please refer to IRA Publication 590 for additional information or consult your tax advisor.

MUTUAL FUND INVESTMENTS

Mutual fund investment information is provided via prospectus from mutual fund companies who have a valid selling agreement with RolloverSystems, LLC or Rollover Securities, LLC. You are required by law to receive this information before you invest in any mutual funds.

The performance of your portfolio cannot be guaranteed or projected. Specific information about investments, including performance, management and expenses is contained in each fund's prospectus.

CUSTODIAL FEES

All IRA accounts are subject to an annual custodial fee, which is assessed by Rollover Shareholder Services. Your account balance will be deducted a total equal to the custodial fee when the account is open and annually on the anniversary when the account was established.

Custodial fee information can be found, among other locations, on our web site:

www.rolloversystems.com

For additional information or explanation about Individual Retirement Arrangements refer to IRS Publication 590. For additional information about Retirement Plans for Small Businesses (SEP, SIMPLE and Qualified Plans) refer to Publication 560.

The information contained in this Disclosure Agreement is general in nature and based upon available information at the time this document was prepared. We recommend consulting your tax professional for direction on how to best take advantage of a Traditional or Roth IRA.