

Toll Free: 1-800-492-0165
Fax: 866-772-8514
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ROTH IRA WITH STRETCH PROVISIONS PLAN

Establishment Documents

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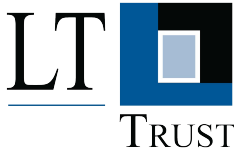
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FINANCIAL INSTITUTION INFORMATION

Name:

Address:

The above-named Financial Institution facilitates the establishment of your Roth Individual Retirement Arrangement (Roth IRA) with Stretch Provisions, serves as the depository of the funds you deposit into your Roth IRA, maintains your Plan investments, and plays a significant role in the administration of your Roth IRA.

As Trustee of your Roth IRA, LT Trust Company (LT Trust), monitors this Plan document to ensure its compliance with applicable laws. The Trustee does not, however, engage in the daily administration of your Plan or in the relationship between you and your chosen Financial Institution.

Your chosen Financial Institution also shares in many of the same duties as the Trustee. Because of the relationship between your Trustee and your chosen Financial Institution, most of the references to Trustee in this booklet also carry with them an implied reference to your chosen Financial Institution.

Notice: If you are the Participant of this Roth IRA who is participating in a self-directed IRA, your investments in the deposit accounts (including money market, certificates of deposit and savings accounts) of your chosen financial institution (including Credit Unions and Savings and Loans), are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Association (NCUA), subject to their rules and regulations. Your self-directed investments, however, may not be insured by the FDIC or the NCUA. Self-directed investments may include stocks, bonds, mutual funds, etc.



FACTS**WHAT DOES LT Trust Company
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balance • Account transactions and related transaction history • Checking account and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons LT Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does LT Trust Company share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 1-800-492-0165 or go to www.LTRetire.com

Who we are

Who is providing this notice?

LT Trust Company

What we do

How does LT Trust Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Prospective employees are screened for criminal convictions and drug use. Once hired, employees are advised of LT Trust privacy policies.

How does LT Trust Company collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- wire out or otherwise withdraw from your account
- direct us to buy or sell securities

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- LTC Investment Services, a financial company
- LT Plan Services
- Plan Strategies Incorporated, a financial company

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *LT Trust Company does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *LT Trust Company does not jointly market.*

Financial Institution Name

Branch Name or Number

Institution ID #

ROTH IRA ADOPTION AGREEMENT AND DESIGNATION OF BENEFICIARY

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Note: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

GENERAL INFORMATION (please print or type)

Participant Name

Mailing Address

City

State

Zip

Social Security Number (SSN)

Date of Birth

Phone Number ()

SOURCE OF ROTH IRA FUNDS (check one box only)

- Annual Contribution (including annual Catch-Up Contribution if applicable)
 Trustee-to-Trustee from a Roth IRA
 Inherited Roth IRA
 60-Day Rollover from a Roth IRA
 Conversion from a Traditional IRA
 Direct Rollover from an Employer Sponsored Plan

Opening Balance \$

Account Number

Effective Year

BENEFICIARY INFORMATION

I hereby designate the following persons as Primary and Contingent Beneficiaries to receive my interest in this Roth IRA according to the terms of the plan and trust agreement Article X, hereby revoking any prior designations made by me.

Attach additional pages if necessary.

PRIMARY BENEFICIARIES

Full Name

Date of Birth

Address

Percentage

%

Relationship

SSN

Full Name

Date of Birth

Address

Percentage

%

Relationship

SSN

Full Name

Date of Birth

Address

Percentage

%

Relationship

SSN

SPOUSAL CONSENT (for use in community property states)

If applicable, this section must be signed and dated by the spouse of the Account Owner:

1. If the Account Owner is married and has designated any Primary Beneficiary other than his/her spouse; and
2. If the Account Owner's plan includes or will include property in which his/her spouse possesses a community property interest or other type of property interest. (As of this printing the community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin. Please consult with your legal advisor to ensure this satisfies the laws of your state.)

I, the undersigned spouse of the Account Owner named above, hereby consent to and accept the beneficiary designation without regard to whether I survive or predecease my spouse.

Spouse Signature **X**

Date

CONTINGENT BENEFICIARIES

Full Name _____ Date of Birth _____

Address _____

Percentage % Relationship _____ SSN _____

Full Name _____ Date of Birth _____

Address _____

Percentage % Relationship _____ SSN _____

Full Name _____ Date of Birth _____

Address _____

Percentage % Relationship _____ SSN _____

GENERAL PROVISIONS (refer to Plan and Trust Agreement for complete provisions)

1. Except as otherwise provided in the designation above, the balance of my Roth IRA shall be paid upon my death to those Primary Beneficiaries who survive my death and the Contingent Beneficiaries will have no interest in the IRA, and those Primary Beneficiaries will have the right to name their own beneficiaries for any IRA assets remaining upon the death of the Primary Beneficiary.
2. If no Primary Beneficiary survives my death, the balance of the IRA shall be payable in equal shares to those Contingent Beneficiaries who survive my death, and those Contingent Beneficiaries will have the right to name their own beneficiaries for any IRA assets remaining upon the death of the Contingent Beneficiary.
3. If no Primary or Contingent Beneficiaries survive me, the balance in the Roth IRA shall be paid upon my death to my spouse or, if no spouse survives me, to the personal representative of my estate.
4. If my spouse is named as my Sole Primary Beneficiary, my spouse may elect to treat the IRA as their own.
5. The terms of the Trust Agreement, including any Amendments thereto that may hereafter be made, are controlling over these General Provisions and shall always govern all of my rights, the rights of my spouse and all Beneficiaries, and the rights of all persons claiming through any of them.

ACCOUNT TITLE

The IRA will be titled as follows:

LT Trust Trustee FBO* _____ (insert participant's name) *

FBO = For the Benefit Of

ADOPTION OF PLAN AND SIGNATURES

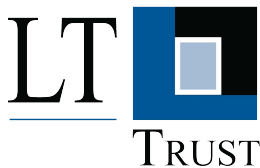
I, the undersigned Participant, make the following declarations:

I hereby establish a Roth Individual Retirement Arrangement (Roth IRA) under the Roth IRA Plan and Trust Agreement which is incorporated with this Adoption Agreement by this reference. I designate LT Trust as the Trustee of this Roth IRA and make the following declarations.

I have received a copy of the Plan and Trust Agreement/Disclosure Booklet, and a schedule of fees and/or charges from the financial institution that is acting as the custodian of my Roth IRA. I have read the Plan and Trust Agreement and Disclosure Booklet and understand that I may revoke this Roth IRA, in writing, at any time within seven (7) calendar days after the date of this Adoption Agreement.

I understand the eligibility requirements for the type of Roth IRA deposit I am making and I state that I do qualify to make the deposit. I acknowledge that I am fully responsible for determining whether I am eligible to participate in a Roth IRA and whether and to what extent I am otherwise entitled to favorable tax treatment by reason of my participation in this Roth IRA, to the best of my knowledge, the information furnished above is correct and complete.

Signature of Participant **X** _____ Date _____



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*ROTH INDIVIDUAL RETIREMENT ARRANGEMENT
(WITH STRETCH PROVISIONS)
DISCLOSURE STATEMENT*

Your Roth Individual Retirement Account ("Roth IRA"), as set forth in the Roth IRA Plan and Trust Agreement with Stretch Provisions, is designed to qualify for the favorable federal income tax treatment afforded IRAs under the provisions of Section 408A of the Internal Revenue Code (IRC) and related Regulations. This means that your Roth IRA meets the federal requirements of a Roth IRA; it does not, however, mean that it is suitable for everyone. This Booklet is designed to inform you about the Roth IRA and to summarize the various federal laws and regulations that pertain to it. Current law requires that a Roth IRA Trustee or Custodian be a bank or similar Financial Institution, not an individual.

This Plan and Trust Agreement is intended to follow IRS Form 5305, which is a Model Trust Account Agreement that meets the requirements of Code Section 408A and has been pre-approved by the IRS. This Trust Account is created for the exclusive benefit of the Participant who adopts the Plan and his/her Beneficiaries. No person shall have any beneficial interest in the Participant's Account except the Participant or, in the case of the Participant's death, his beneficiary and any subsequent Beneficiary. By their execution of the Roth IRA Adoption Agreement, the Trustee and the Participant agree to perform the obligations imposed upon them under the Plan.

If you have any questions or doubts, you should consult your personal tax advisor or **IRS Publication 590**, Individual Retirement Arrangements, for more detailed information. This publication is available from your local IRS office or by calling **800-TAX-FORM** or on the web at www.irs.gov.

REVOCATION OF ACCOUNT

You are entitled to revoke your Roth IRA at any time within seven (7) calendar days of the date you establish the Roth IRA by signing the Roth IRA Adoption Agreement.

In the event you do revoke your Roth IRA, all amounts you contributed to it and any fees, charges, or expenses charged to the Roth IRA will be returned to you. You may revoke your Roth IRA by sending a written notice of revocation to your Financial Institution.

To be effective, your notice of revocation must either be delivered by hand or postmarked within seven (7) days after the date you established your Roth IRA.

You should be aware of the following information:

Revocation is available only when you open your Roth IRA by signing the Adoption Agreement. It is not available when you make a contribution to an existing Roth IRA.

The Internal Revenue Service requires that the Trustee or issuer of your Roth IRA report on Form 5498 your contribution to the Roth IRA (unless it was made by a Trustee-to-Trustee transfer) and on Form 1099-R the distribution you receive when you revoke the Roth IRA.

STATUTORY REQUIREMENTS

A Roth IRA must satisfy certain requirements of the Internal Revenue Code (IRC). The accompanying Roth IRA Plan and Trust Agreement incorporates these requirements. In brief, the IRC requires that the Roth IRA be governed by a written instrument; the financial institution acting as Custodian, in the case of a rollover contribution, will accept only cash contributions; with certain limited exceptions, only a bank or trust company may act as Trustee of the Roth IRA; no investment be made in life insurance contracts; no investment be made in collectibles (within the meaning of the IRC Section 408(m), except as permitted by IRC Section 408(m)(3)); the Participant's interest in the Roth IRA be non-forfeitable at all times; with certain exceptions, the Participant's Roth IRA not be commingled with other property; and distribution of the Participant's interest in the Roth IRA be made under specific guidelines.

PARTICIPANT CONTRIBUTIONS

1. WHO IS ELIGIBLE TO CONTRIBUTE TO A ROTH IRA?

Any individual, including a minor, who has compensation below the applicable limit (see section 8 below), is eligible to make a regular contribution to a Roth IRA contributions can be made regardless of whether the individual, or the spouse in the case of a married couple, is an active Participant in an employer sponsored retirement plan.

Note: The definition of compensation is wages, salaries, professional fees, and other amounts received for personal services rendered. Also included is alimony that you report on your income tax return and earned income from self-employment (reduced by the deduction the self-employed participant takes for contributions made to a self-employed retirement plan). Compensation does not include earnings or profits from property (such as interest and dividends), amounts not includible in gross income, and amounts received as pension or annuity or as deferred compensation.

Contributions must be made in cash unless you are making a rollover contribution and the Custodian will accept the assets.

2. REGULAR CONTRIBUTIONS

A regular contribution means an annual nondeductible cash contribution that does not exceed the applicable contribution limit for the taxable year and is not a Qualifying Rollover Contribution.

A Roth IRA is not permitted to accept contributions intended for Traditional IRAs, SEP (Simplified Employee Pension) IRAs, SIMPLE IRAs, or Coverdell ESAs. Unlike a Traditional IRA, an individual can make contributions to his/her Roth IRA for the year he reaches age 70½ or any later year. In this Disclosure Statement, Traditional IRA means an IRA to which an eligible individual may make deductible and/or nondeductible contributions as described in Code Section 408(a) or (b).

3. WHAT IS THE DEADLINE FOR ESTABLISHING AND CONTRIBUTING TO A ROTH IRA?

The deadline for establishing a Roth IRA and making contributions for a particular taxable year is the individual’s tax filing deadline (generally April 15th), excluding extensions.

4. WHAT ARE INDIVIDUAL ROTH IRA CONTRIBUTION LIMITS?

A contribution to the Roth IRA is not deductible for Federal income tax purposes. (However, contributions and earnings that accumulate in the Roth IRA are tax-free when distributed if they are paid out as part of a qualified distribution.) (See the distribution section later in this Disclosure Statement.

In taxable years after 2014, the \$5,500 contribution limit may be adjusted for cost-of-living; however, in no case may the contribution exceed 100% of compensation.

In taxable year 2014, an eligible individual may contribute to a Roth IRA the lesser of \$5,500 or 100% of compensation.

The applicable contribution limit is the total that can be contributed among all the Participant’s Roth IRAs and Traditional IRAs. If regular contributions are made to both Roth IRAs and Traditional IRAs for a taxable year, the maximum regular contribution that can be made to a Participant’s Roth IRAs for that taxable year is reduced by the regular contributions made to the Traditional IRAs for the same taxable year. A rollover or conversion contribution to the Roth IRA does not apply toward the applicable regular annual contribution limit.

5. WHAT ARE SPOUSAL IRA CONTRIBUTION LIMITS?

In the case of a married couple filing a joint tax return for tax year 2014 up to \$5,500 may be contributed to each spouse’s Roth IRA, even if one spouse has little or no taxable compensation, so long as the combined Roth IRA contribution does not exceed 100% of the combined compensation of both spouses.

The total combined contributions that can be made to both Roth IRAs for tax year 2014 is \$11,000.

In taxable years after 2014, the contribution limit may be adjusted for cost of living; however, in no case may it exceed the combined Compensation of the spouses.

6. WHAT ARE CATCH-UP CONTRIBUTIONS?

Catch-up contributions are a benefit for individuals who are age 50 or older. An eligible Participant, who has turned age 50 before the close of the taxable year, may contribute an additional \$1,000 to his IRA.

7. COST OF LIVING ADJUSTMENTS

The \$5,500 contribution limit may be increased by a dollar amount equal to the cost-of-living adjustment (determined under Internal Revenue Code Section 219(g)(8)(b) for the calendar year in which the taxable year begins) multiplied by the \$5,500 contribution limit rounded down to the next lowest multiple of \$500.

8. MODIFIED ADJUSTED GROSS INCOME (MAGI) AND PHASE-OUT LEVELS

The IRS Form 1040 shows how to calculate adjusted gross income (“AGI”). IRS Form 8606 gives instructions for calculating modified adjusted gross income (“MAGI”) for Roth IRA purposes. MAGI does not include any amount included in AGI as a result of a rollover from a Traditional IRA to a Roth IRA (a “conversion”). MAGI is used for purposes of the phase-out rules described in this Section and for purposes of the MAGI limitation applicable to conversions.

The maximum amount of Participant is eligible to contribute to his/her Roth IRA is phased out ratably between certain levels of MAGI. If the individual or a married couple has MAGI at or below the Threshold Level (see chart below), a full Roth IRA contribution may be made. If the individual or a married couple has combined MAGI above the Threshold Level, the amount of the Roth IRA contribution is phased out and eventually eliminated.

If the Participant’s MAGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded down to the next multiple of \$10 and is not reduced below \$200.

As reflected in the chart below, an unmarried individual is eligible to make the full Roth IRA contribution until his/her MAGI reaches \$114,000 (the “Threshold Level”). Once over the Threshold Level, the contribution is phased out over the next \$15,000 of MAGI so that when MAGI reaches \$129,000, no Roth IRA contribution can be made.

A married individual filing a joint return can make the full Roth IRA contribution until combined MAGI reaches \$181,000 (the couple’s “Threshold Level”). Once over the Threshold Level, the contribution is phased out over the next \$10,000 of MAGI until completely eliminated at \$191,000. A married individual who files a separate tax return has a Threshold Level of \$0 and the eligibility to make a Roth IRA contribution is phase out until MAGI reaches \$10,000, when it is eliminated completely. For this purpose, a married individual who has lived apart from his or her spouse for the entire taxable year and who files separately is treated as not married.

Filing Status	Full Contribution Allowed	MAGI Phase-Out	Prohibited from Contributing
Single or Head of Household	Less than \$114,000	At least \$114,000 but less than \$129,000	\$129,000 or more
Married/Qualifying Widow(er) (Joint Filing)	Less than \$181,000	At least \$181,000 but less than \$191,000	\$191,000 or more
Married (Separate Filing)	\$0	\$0 - \$10,000	\$10,000 or more

9. CALCULATION OF MAXIMUM ROTH IRA CONTRIBUTION

To calculate what portion of the maximum Roth IRA contribution will be permitted when the MAGI is over the Threshold Level, use the formula below. For both formulas, round the result down to the next lowest \$10 level (the next lowest number which ends in zero). For example, if the result is \$2,524, round down to \$2,520.

Note: Excess MAGI equals MAGI minus applicable Threshold level (\$114,000 or \$181,000 or \$0 – see above).

An unmarried individual can calculate his/her Roth IRA contribution as follows:

$$\frac{\$15,000 - \text{Excess MAGI}}{\$15,000} \times \$5,000 = \text{Contribution Limit}$$

A married couple (including those who file separately) can calculate each individual's Roth IRA contribution as follows:

$$\frac{\$10,000 - \text{Excess MAGI}}{\$10,000} \times \$5,000 = \text{Contribution Limit}$$

These calculations assume the individuals have not made contributions to other IRAs during the year. If the final result is below \$200 but above zero, the contribution limit is \$200. The contribution limit cannot, in any event, exceed 100% of compensation.

ROLLOVER CONTRIBUTIONS INCLUDING CONVERSION CONTRIBUTIONS

1. ELIGIBILITY

A rollover or conversion contribution can be made to a Roth IRA if the contribution meets the definition of a Qualifying Rollover Contribution.

Section 408(d)(3)(B) provides that an individual is permitted to make only one nontaxable 60-day rollover between IRA's in any 1-year period.

Beginning after January 1, 2015, you can make only one rollover from an IRA to another (or the same) IRA in any 12-month period, regardless of the number of IRAs you own.

2. ROLLOVER CONTRIBUTION LIMITATION

There is no dollar limit on a qualifying rollover contribution an eligible individual may make to the Roth IRA.

3. DISTRIBUTION AND RE-DEPOSIT METHOD (60 DAY ROLLOVER)

A Participant can move a Roth IRA to another Financial Institution by requesting a distribution from his/her existing IRA that he/she re-deposits into the same or another Roth IRA within 60 days. An individual is permitted to make only one nontaxable 60-day rollover between IRAs in any 1-year period.

Even though a Participant intends to roll over the distribution to another Roth IRA, the Trustee or Custodian of the existing Roth IRA will be required to report the distribution to the IRS on Form 1099-R. This does not mean the distribution is taxable if the funds are re-deposited within 60 days and receipt of the funds is properly reported on the Participant's income tax return for that year. When the funds are deposited into another Roth IRA, the Trustee or Custodian will report the rollover deposit to the IRS on Form 5498.

4. TRUSTEE-TO-TRUSTEE TRANSFER METHOD

To initiate a Trustee-to-Trustee Transfer, contact the Financial Institution to which you would like your funds transferred. That Financial Institution will complete the necessary transfer form(s) for your signature and send the form(s) to the current Trustee or Custodian of your Roth IRA requesting that your IRA funds be transferred directly to it. The transfer will not result in a distribution being reported to the IRS, and the transfer will not be subject to the twelve month limitation period mentioned earlier, as long as none of the Roth IRA funds are distributed directly to you. You should allow at least three weeks for the transfer to be completed. The transfer of investments other than deposit accounts of the Financial Institution may take longer than three weeks.

5. QUALIFYING ROLLOVER CONTRIBUTIONS INCLUDING CONVERSIONS

A Qualifying Rollover Contribution means a rollover contribution to a Roth IRA from another Roth IRA or a conversion contribution to a Roth IRA from a Traditional IRA. All Qualifying Rollover Contributions must meet the requirements of Code Section 408(d)(3).

A rollover contribution of property (other than cash) to a Roth IRA from another Roth IRA must be the same property received in the distribution. The Participant must make the rollover contribution of the property and/or cash within 60 days of receipt of the property and/or cash from the distributing plan.

A decision to move (or "convert") some or all of the property and/or cash from a Traditional IRA to a Roth IRA is called a conversion, which is a special kind of Qualifying Rollover Contribution. The one rollover per-12-month period rule of Code Section 408(d)(3)(B) does not apply to conversion contributions. Conversion contributions of property (other than cash) must be the same property received in the distribution and the conversion contribution of the property and/or cash must be made within 60 days of receipt of such property and/or cash.

Roth IRAs are allowed to accept direct rollovers, under certain circumstances, from qualified business retirement plans.

6. CONVERTING AMOUNTS TO THE ROTH IRA

An amount can be converted from a Traditional IRA to a Roth IRA by any of three methods:

- (a) An amount distributed from a Traditional IRA is contributed (rolled over) to the Roth IRA within the 60-day period described in Code Section 408(d)(3)(A)(i); or
- (b) An amount in a Traditional IRA is transferred in a Trustee-to-Trustee transfer from the Trustee of the Traditional IRA to the Trustee of the Roth IRA; or
- (c) An amount in a Traditional IRA is transferred to the Roth IRA maintained by the same Trustee.

7. TAXATION OF A ROTH IRA CONVERSION

Any amount that is converted to a Roth IRA is includible in gross income as a distribution according to the rules of Code Section 408(d)(1) & (2), for the taxable year in which the amount is distributed or transferred from the Traditional IRA. The 10% early withdrawal penalty tax generally does not apply to amounts that are converted from a Traditional IRA to a Roth IRA.

An amount distributed from a Roth IRA will not be included in gross income to the extent it is rolled over to another Roth IRA on a tax-free basis under the rules of Code Sections 408(d)(3) and 408A(e). A Trustee-to-Trustee transfer from one Roth IRA to another Roth IRA is not a taxable event and is not considered a conversion.

8. TRUSTEE'S ACCEPTANCE OF ROLLOVER OR CONVERSION CONTRIBUTIONS

Before making a rollover or conversion contribution to this Roth IRA, the Participant should consult his/her tax advisor with respect to the technical requirements and economics of such contributions. Neither the Trustee nor Custodian assumes any responsibility to determine whether a rollover contribution or conversion contribution made to this Roth IRA satisfies the definition of qualifying rollover contribution.

9. RE-CONVERSIONS

A Participant who converts a Traditional IRA to a Roth IRA, then recharacterizes the amount back to a Traditional IRA, may not reconvert that amount back to a Roth IRA until the later of the January 1 following the year of the original conversion, or 30 days after the original conversion. If the Participant reconverts earlier than these dates, the re-conversion will fail.

EXCESS CONTRIBUTIONS

1. GENERAL RULE

A regular contribution to a Roth IRA that exceeds the maximum amount the Participant is eligible to contribute to all his/her IRAs for a taxable year, or a rollover contribution that exceeds the amount eligible for rollover, is considered an excess contribution. The Custodian, with the consent of the Trustee, will distribute an excess contribution upon the Participant's request.

2. WITHDRAWAL BEFORE TAX RETURN DUE DATE

Any contribution that is distributed, together with net income (earnings) attributable to the amount of the contribution, from a Roth IRA on or before the Participant's tax return due date (plus extensions), for the taxable year of the contribution, is treated as not contributed. Net income (earnings) is includible in gross income for the taxable year in which the contribution is made. Such net income (earnings) may be subject to the 10% penalty tax for early withdrawals.

If an excess contribution is made to a Roth IRA, and if the Participant is eligible to contribute to a Traditional IRA, the excess Roth IRA contribution can be transferred to the Traditional IRA as a "recharacterization" of that contribution. Please refer to Section 4 below for an explanation of the recharacterization of a contribution.

3. WITHDRAWAL AFTER TAX RETURN DUE DATE

Code Section 4973 imposes an annual 6% excise tax when excess contributions are not distributed on or before the Participant's tax return due date (plus extensions) for the taxable year of the excess contributions.

Excess contributions not distributed on or before the Participant's tax return due date (plus extensions) are deemed a Roth IRA contribution for each subsequent year to the extent that the Participant is eligible to make regular Roth IRA contributions for a taxable year, but does not otherwise do so. If the Participant is not eligible to make a regular Roth IRA contribution and if the excess contribution is not distributed, the annual 6% excise tax is imposed for each subsequent year the excess funds are not used as an allowable contribution.

4. RECHARACTERIZATION OF A CONTRIBUTION

The transfer of a contribution, including a conversion contribution, from a first IRA to a second IRA and the election to have the contribution treated as having been made to the second IRA for Federal tax purposes, is considered a recharacterization of that contribution. All or part of an IRA contribution can be recharacterized.

The effect of recharacterizing a contribution is that it is treated as having been originally contributed to the second IRA on the same date and for the same taxable year that the contribution was made to the first IRA.

The deadline for recharacterizing a contribution is the Participant's tax return due date (plus extensions) and any recharacterized contribution must be transferred together with net income (earnings) attributable to the amount of the contribution being recharacterized. A recharacterization is reported on IRS Forms 1099-R and 5498.

If a Participant elects to recharacterize a contribution to one IRA as a contribution to another IRA, the Participant must report the recharacterization on his/her tax return as directed by Form 8606 and its instructions. The Participant must treat the contribution as having been made to the second IRA.

The Participant should see a tax advisor for details regarding the permitted frequency of recharacterizations for the taxable year involved.

DISTRIBUTION OF THE ACCOUNT

HOW ARE DISTRIBUTIONS FROM ROTH IRAs HANDLED?

1. Qualified Roth IRA Distributions

A "qualified distribution" from a Roth IRA is not included in the Participant's income and is not subject to the 10% early withdrawal tax. A "qualified distribution" is one that is both:

- (a) made after a 5-taxable-year-period, as defined below; AND
- (b) meets one of the following requirements:
 - (1) is made on or after the date on which the Participant attains age 59½; or
 - (2) is made to a Beneficiary or the estate of the Participant on or after the date of the Participant's death; or

- (3) is attributable to the Participant's being disabled within the meaning of Code Section 72(m)(7); or
- (4) is made for a first-time home purchase when it meets the requirements of Code Section 72(t)(2)(F).

The 5-taxable-year-period mentioned above begins on the first day of the Participant's taxable year for which the first regular contribution is made to any Roth IRA of the Participant or, if earlier, the first day of the Participant's taxable year in which the first conversion contribution is made to any Roth IRA of the Participant. The 5-taxable-year-period ends on the last day of the Participant's fifth consecutive taxable year beginning with the taxable year described in the preceding sentence.

For example, if a Participant makes a first-time regular Roth IRA contribution any time between January 1, 2007 and April 15, 2008 for 2007 (or the Participant makes a conversion contribution during 2007) the 5-taxable-year-period begins on January 1, 2007. Thus, because of the requirement of the 5-taxable-year period, no qualified distributions can occur before taxable years beginning in 2012. For this purpose, the 5-taxable-year-period does not restart for later contributions or conversions. For purposes of this paragraph, the amount of any contribution distributed as a corrective distribution is treated as if it was never contributed.

Note: The Participant uses only one 5-taxable-year-period to determine a qualified distribution for all Roth IRAs the Participant owns. There are ordering rules that determine how to attribute various portions of any distribution including contributions, earnings, and conversions. Please discuss with your tax advisor or see IRS Form 8606 for details.

For purposes of (3) above, the law considers an individual disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long continued and indefinite duration.

The Participant is responsible for furnishing acceptable proof of disability to the IRS if requested by the IRS.

2. Normal Distributions

At any time after a Participant reaches the age of 59½ he/she will be entitled to begin receiving distributions from his/her Roth IRA. He/She may elect to receive a lump sum distribution, a partial distribution, or installments over (1) his/her lifetime, (2) the joint lifetimes of him/her and his/her designated Beneficiary, or (3) any number of years he/she selects, but not exceeding the joint lifetimes of him/her and his/her designated Beneficiary.

3. Withdrawal of Funds/Premature Distribution

Funds may not be withdrawn from the Roth IRA in a nonqualified distribution without penalty (unless it qualifies as an exception under Code Section 72(t)). If a nonqualified distribution is made, the Participant must include any portion of the withdrawal attributable to earnings in gross income and pay an early withdrawal penalty tax of 10% on this amount unless the funds are rolled over to another Roth IRA or unless this distribution is to correct the principal amount of an excess contribution.

If a nonqualified distribution includes conversion contributions, additional rules apply. Only for purposes of applying the 10% early withdrawal penalty to a nonqualified distribution, a 5-taxable-year-period is determined separately for each conversion contribution.

This 5-year period begins on the first day of the taxable year in which the conversion contribution is made. If a nonqualified distribution is made before the special conversion 5-taxable-year-period has expired, there will be imposed a 10% early withdrawal penalty tax on the portion of the distribution that can be attributed to the conversion amount being tracked. The Participant should see IRS Form 8606 or a tax advisor for assistance.

In most cases, if a Participant receives a distribution from his/her Roth IRA before reaching age 59½, it is a premature distribution which is subject to an excise tax penalty of 10%. The following situations are exceptions:

- (1) Distributions made due to disability,
- (2) Distributions made to a Beneficiary(ies) because of the Participant's death,
- (3) Distributions used to pay medical expenses that exceed 7.5% of the Participant's adjusted gross income,
- (4) Distributions used to pay for health insurance premiums if a Participant has separated from employment and has received state or federal unemployment compensation for at least 12 weeks,
- (5) Distributions made to cover qualified higher education expenses,
- (6) Distributions for qualifying first-time home purchases (up to a lifetime maximum of \$10,000), and
- (7) Distributions made at least annually that are part of a series of substantially equal periodic payments made over (a) the Participant's life expectancy or (b) the joint life expectancies of the Participant and his/her designated Beneficiary. If distributions are not subject to the 10% premature excise tax because of this exception, that tax will be imposed if the Participant changes the distribution method prior to the lapse of 5 years or attainment of age 59½ whichever is later. This additional tax will be imposed the year that the Participant changes the distribution method and will be retroactive to the date the distribution began under this method.

4. No Pledging of Account

The use of the Roth IRA as security for a loan will result in a deemed distribution of the Roth IRA to the extent of the portion used as security. This deemed distribution would subject the Participant to current income taxation and any applicable penalties on the portion of the Roth IRA deemed distributed.

5. Non-forfeitable Interest

The Participant's interest in his/her Roth IRA is non-foreitable.

6. Distribution Method

The Participant, and after his/her death, his/her beneficiaries, may receive the funds in the Roth IRA by indicating the choices for withdrawal (e.g., single sum payment, installments, etc.) on a form acceptable to the Trustee.

7. Minimum Distributions During Lifetime

The minimum distribution rules of a Traditional IRA do not apply to a Roth IRA. No amount is required to be distributed to the Participant prior to the Participant's death. This means, among other things, that the Participant is not required to take distributions from a Roth IRA at age 70½.

8. Required Distribution After the Participant's Death

Upon the death of the Participant, distribution to the Participant's designated Beneficiary must begin by December 31 following the year in which the Participant dies. Generally the required minimum distribution amount for a Beneficiary's interest in the Roth IRA is determined as of the end of the preceding year by the appropriate number in the Single Life Table found in IRS Treasury Regulations corresponding to the Beneficiary's age in the year after the year of the Participant's death and reduced by one for each subsequent calendar year.

Under this Roth IRA with Stretch Provisions, upon the death of the Participant's designated Beneficiary (First Generation Beneficiary) after the death of the Participant but before the entire Roth IRA has been distributed, the remaining Roth IRA assets will be paid to the Beneficiary designated by the First Generation Beneficiary (Second Generation Beneficiary). These payments must continue to be made over the life expectancy of the First Generation Beneficiary (determined as of the date of the First Generation Beneficiary's death and reduced by one for each year after the date of the First Generation Beneficiary's death). Likewise, upon the death of the Second Generation Beneficiary, any remaining portion of the Participant's Roth IRA will be paid to the Beneficiary (Next Generation Beneficiary) designated by the Second Generation Beneficiary.

Please consult your tax advisor and see the Next Generation Roth IRA Plan and Trust Agreement that accompanies this Disclosure Statement for details of these distribution rules, including the special rules that apply if the Beneficiary is the Participant's surviving spouse.

Note that the 5-taxable-year-period, in force for determining a qualified distribution for the Participant's Roth IRA, also applies to Beneficiary distributions; this 5-taxable-year-period does not restart or change upon death of the Participant. However, the 5-taxable year period for a Roth IRA held by an individual as a Beneficiary of a deceased Roth IRA Participant is determined independently of the 5-taxable-year-period for the Beneficiary's own Roth IRA(s).

Under this Plan, a surviving spouse, who is the sole Beneficiary of the Roth IRA, may elect to treat the account as his/her own Roth IRA if that election is made in writing to the Trustee. Alternatively, this election will be deemed to have been made if the surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a contribution to the Roth IRA or fails to take his/her required distribution as a Beneficiary, from the Roth IRA.

9. Beneficiary Dispute

The Trustee is under no obligation to distribute funds if the Trustee has been given written notice that a Beneficiary dispute exists. In this case, the Trustee may make payment after receiving either written payout instructions containing witnessed signatures of all parties to the Beneficiary dispute, or an order from a court of competent jurisdiction.

10. Federal Tax Aspects of Distribution

The earnings on contributions made to the Roth IRA are tax deferred while held in the Roth IRA. Retirement funds accumulated in a Roth IRA are not taxable to the Participant or to his/her beneficiaries when distributed in a qualified distribution, as defined in Section 1 above. Because Roth IRA contributions are made using income which has already been taxed (that is, they are nondeductible contributions), the portion of a nonqualified Roth IRA distribution which is deemed to consist of non-deductible contributions will not

be taxed again when received. An ordering rule allows the Participant to treat distributions as though they consisted first from regular contributions made to the Roth IRA, and these will not be taxable. The Participant should consult his/her tax advisor or review IRS Form 8606 for details.

Designation of a Beneficiary for a Roth IRA does not constitute a gift for Federal gift tax purposes. The balance in a Roth IRA at the time of death generally is includible in a Participant's taxable estate for Federal estate tax purposes (unless paid to the surviving spouse), but the Participant should seek assistance from an estate tax advisor on these matters.

11. Procedures for Requesting Distributions

The Trustee must authorize all distributions from a Roth IRA. The Participant must contact the representative at his/her Financial Institution for the appropriate forms that must be completed and sent to the Financial Institution for approval prior to actual distribution.

12. Transfer of Account Incident to Divorce

A state domestic relations court may award a Participant all or a portion of a former spouse's Roth IRA in connection with a divorce, annulment, or legal separation. If the Participant receives this type of court-ordered award, it must be transferred into a Roth IRA in the Participant's own name and will remain tax deferred until the Participant withdraws the funds. Unlike funds received under a Qualified Domestic Relations Order (QDRO), which are not required to be rolled over into a Traditional IRA, funds awarded under a transfer pursuant to divorce can not be distributed to the Participant directly from a former spouse's Roth IRA.

13. Disqualification of Program

If a Roth IRA is disqualified (see "Prohibited Transactions" discussed later), only the earnings will be taxed as if it were distributed, whether or not the individual actually receives it.

If he has not reached age 59½, it is also subject to additional premature penalties, described above, on the amount of the distribution.

14. Prohibited Transaction Tax Penalties

If an individual commits a "prohibited transaction" with his/her Roth IRA, earnings will no longer be exempt from tax as of the first day of the tax year in which the prohibited transaction occurred. If this should happen, he/she must include earnings within the Roth IRA in income for that tax year. If he/she has not reached age 59½, he/she may also be liable for a 10% federal penalty tax on the earnings. Some examples of prohibited transactions are borrowing money from a trust that belongs to the Participant, buying property from a trust that belongs to the Participant, selling property to your own trust, and receiving unreasonable compensation for managing the trust. These prohibited transactions also apply to a non-compensated spouse in a spousal Roth IRA.

15. Other Tax Considerations

The information in this disclosure statement relates primarily to federal tax laws affecting Roth IRAs. Each Participant should consult with a local tax advisor for specific information regarding the taxation of Roth IRAs for the state in which he lives.

WHAT ARE THE FEDERAL FILING REQUIREMENTS?

1. Form 5329 and 8606

IRS Form 5329, Return for Additional Taxes Attributable to Qualified Retirement Plans (Including Roth IRAs), Annuities, and Modified Endowment Contracts, must be filed if a Participant (a) owes a tax due to excess contributions to his/her Roth IRA, (b) owes a tax on early distributions from his/her Roth IRA, or (c) or if a Beneficiary owes an under distribution tax. Any special Roth IRA penalty taxes are reported on IRS Form 5329 as an attachment to IRS Form 1040 for the taxable year of the penalty. (See the Instructions for Form 5329 for further information.)

IRS Form 8606 should be used to report conversions to, distributions from, and recharacterizations involving a Roth IRA. IRS Form 8606 should be filed with IRS Form 1040.

2. Forms 1099-R and 5498

The Trustee of your Roth IRA is required to file Form 1099-R in most cases when funds are distributed from your Roth IRA, regardless of whether the distribution is actually taxable to you. For example: You may have received a distribution from your Roth IRA and rolled over the funds into another Roth IRA within 60 days. Although the transaction would not normally constitute a taxable event, your Trustee is still required to report the distribution to the IRS and any state agencies as required. You would then have to substantiate that you did reinvest the funds within the allowed time period. Partial, periodic, and total distributions are all reported on Form 1099-R. In addition, the trustee is also required to file Form 5498 with the IRS. This form reflects all Roth IRA contributions made for that reporting year, as well as other information relating to your Roth IRA. You will be furnished with copies of all forms filed with the IRS.

3. Other Filing Requirements

Depending on a Participant's situation and state of residency, he/she may be required to file additional forms. A Participant should check with a tax advisor, state agency, and the Internal Revenue Service for the specific information.

HOW ARE INVESTMENTS HANDLED AND HOW MUCH GROWTH CAN I EXPECT?

1. Investments

All contributions made to your Roth IRA will be invested in savings instruments or other investments at or through your Financial Institution or, if permitted, with a broker/dealer which may be affiliated with your Financial Institution or with the Trustee. Each participating Financial Institution has the right to determine which type of account(s) or other investments it will offer to its Roth IRA Participants, the rate of earnings paid on the account(s), and the method for calculating those earnings. In addition, the accounts will, at times, be subject to the provisions of the laws and regulations then in effect governing deposits in your Financial Institution. It is advisable, therefore, that you check with your Financial Institution prior to making any withdrawals, since these transactions may result in substantial penalties. Investments in other than savings deposits must be authorized by your Financial Institution, and must be permitted under the terms of the agreement between the Financial Institution and the Trustee. In general, under the Trust, Roth IRA assets may not be commingled with other Roth IRAs or other property except in a common trust fund or common investment

fund. Generally, you select the amount and alternatives offered for the investment of your Roth IRA. If you select to open a brokerage account in connection with your Roth IRA, you will choose the securities to be bought and sold within the administratively feasible assets adopted by your Custodian. You will be solely responsible for the performance of the investments you select. Funds invested in securities are not protected by federal deposit insurance. All investments will be established in the name of the Trustee (for the benefit of the Participant), and any withdrawals, distributions, or transfers must have the prior written approval of the Trustee. All accounts will be established for the benefit of the Roth IRA Participant. Under no circumstances may the accounts be set up as "joint tenancy" accounts or for the benefit of someone other than the Participant. Your interest in the assets of your Roth IRA is non-forfeitable at all times; it cannot be taken away.

If you choose to invest in any investment which is unacceptable to the Custodian or Trustee, you may receive a written notice that the investment is not acceptable. You will be asked for direction regarding the disposition of those investments. If within 60 days you have made no arrangement to remove the unacceptable investment from your Roth IRA, the Trustee may distribute the unacceptable investment assets to you and report the distribution as taxable income to you in the year the investment is removed from your Roth IRA.

2. Life Insurance

Life Insurance is not permitted in IRAs by the Internal Revenue Service.

3. Collectibles

You may not invest the assets of your Roth IRA in collectibles (within the meaning of IRC Section 408(m)). A collectible is described as any work of art, antique, gem, metal, stamp, coin, alcoholic beverage, or other tangible property specified by the IRS. Specially minted United States gold and silver bullion coins and certain state-issued coins are allowed investments. Also, under the provisions of the Taxpayer Relief Act of 1997, certain gold, silver, platinum or palladium bullion are permissible Roth IRA investments after January 1, 1998. Your Trustee, however, will not accept investments in bullion or in coins of any kind.

4. Projected Account Balances

The balance of your Roth IRA will generally increase as a direct result of both the level of contributions and earnings on the accumulated contributions and accumulated income. Investments in securities, however, are subject to fluctuation in value due to market conditions. The earnings will be computed and allocated in accordance with the type of investment vehicle selected as described on the attached chart. If you select stocks, bonds, mutual funds, or other types of securities as investments, it is not possible to project the growth of your account in the future. If you select investments in savings accounts, it is possible to project the amount of money that would be available to you at various points in the future, assuming a level annual contribution and a constant rate of earnings on the vehicles in which the funds are invested.

The first growth rate table (page 17) can give you an idea of what kind of growth you could expect if you made level annual contributions in the allowable amount of \$1,000 on the first day of each taxable year, assuming a constant rate of earnings stated. The second growth table (page 18) projects the growth of your Rollover

Roth IRA if you made an initial and only contribution of \$1,000 on the first day of the year and no other contributions were made.

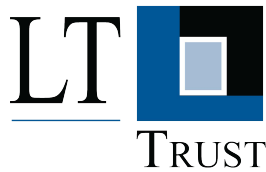
5. Factors Affecting Balances

The amounts listed on the charts are projections only, and do not necessarily reflect the amount that you could withdraw in all events. The rate of earnings, compounding thereof, and method of calculation on the investment vehicle selected are subject to change and cannot be guaranteed for the period shown. If you select a fixed-term investment, the balances shown may be subject to a penalty if an early withdrawal is made from the investment before the end of the term. For more detailed information regarding penalties for early withdrawal of principal, you should review your Financial Institution's rules of class for the investment you have selected.

6. Administration Charges

Your Financial Institution has made arrangements to compensate the Trustee for the services provided. If you are permitted to open a brokerage account in connection with your Roth IRA, any broker/dealer affiliated with your Financial Institution or with the Trustee will be entitled to compensation for services provided. Normally, the fees or commissions connected with the sale or purchase of securities will be subtracted from the proceeds of the sale or, if a purchase, debited from your Roth IRA when the purchase is made. Some types of mutual funds charge for purchases ("load funds"), some for sales, and some ("no load funds") charge a management fee. You should carefully review the prospectus related to any security or mutual fund before purchasing it. If you have opened a Self-Directed Roth IRA, you have received a schedule of brokerage charges for securities transactions. Your Financial Institution or Trustee may receive a portion of the brokerage charges as additional compensation. In some cases, a portion of the commission or management fee received by the sponsor of the mutual fund will be paid to the Trustee or your Financial Institution as compensation for record keeping. You may be subject to any fees or charges as disclosed by your financial institution.

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SAVINGS GROWTH TABLE ONE > TIME \$1,000 CONTRIBUTIONS

The following growth charts present projections of the future value of the account given the stated assumptions. **These amounts are projections only and are not guaranteed.** Values are provided for the end of the year for the first five years of the account and for the years in which you reach 60, 65, and 70 years of age. The actual amounts available to you will vary based on factors including whether the rate of interest paid changes or is different from the starting assumptions, whether any fees are assessed to the account, and whether you make additional contributions to or distributions from the account. Additionally, you may have the ability to choose different investments from your financial institution; these may pay different rates, have different fees, and have different terms and conditions.

You are strongly advised to seek advice from a tax advisor or financial planning professional to help you determine the best course of action for your individual circumstances.

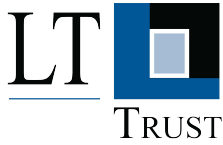
Assumptions

- \$1,000 one-time contribution made on the first of the year.
- 0.15% Annual Percentage Yield.
- No annual or administrative fee.

Projected amount available for withdraw at the end of the first five years:

- Year 1: \$1,001.50
- Year 2: \$1,003.00
- Year 3: \$1,004.51
- Year 4: \$1,006.02
- Year 5: \$1,007.53

Projected amount available for withdrawal at the end of the year in which the Participant attains age:				Projected amount available for withdrawal at the end of the year in which the Participant attains age:			
Present Age	60	65	70	Present Age	60	65	70
18	\$1,066.62	\$1,074.65	\$1,082.74	48	\$1,019.69	\$1,027.37	\$1,035.10
19	\$1,065.02	\$1,073.04	\$1,081.12	49	\$1,018.16	\$1,025.83	\$1,033.55
20	\$1,063.42	\$1,071.43	\$1,079.50	50	\$1,016.63	\$1,024.29	\$1,032.00
21	\$1,061.83	\$1,069.82	\$1,077.88	51	\$1,015.11	\$1,022.75	\$1,030.45
22	\$1,060.24	\$1,068.22	\$1,076.26	52	\$1,013.59	\$1,021.22	\$1,028.91
23	\$1,058.65	\$1,066.62	\$1,074.65	53	\$1,012.07	\$1,019.69	\$1,027.37
24	\$1,057.06	\$1,065.02	\$1,073.04	54	\$1,010.55	\$1,018.16	\$1,025.83
25	\$1,055.48	\$1,063.42	\$1,071.43	55	\$1,009.04	\$1,016.63	\$1,024.29
26	\$1,053.90	\$1,061.83	\$1,069.82	56	\$1,007.53	\$1,015.11	\$1,022.75
27	\$1,052.32	\$1,060.24	\$1,068.22	57	\$1,006.02	\$1,013.59	\$1,021.22
28	\$1,050.74	\$1,058.65	\$1,066.62	58	\$1,004.51	\$1,012.07	\$1,019.69
29	\$1,049.17	\$1,057.06	\$1,065.02	59	\$1,003.00	\$1,010.55	\$1,018.16
30	\$1,047.60	\$1,055.48	\$1,063.42	60	\$1,001.50	\$1,009.04	\$1,016.63
31	\$1,046.03	\$1,053.90	\$1,061.83	61		\$1,007.53	\$1,015.11
32	\$1,044.46	\$1,052.32	\$1,060.24	62		\$1,006.02	\$1,013.59
33	\$1,042.89	\$1,050.74	\$1,058.65	63		\$1,004.51	\$1,012.07
34	\$1,041.33	\$1,049.17	\$1,057.06	64		\$1,003.00	\$1,010.55
35	\$1,039.77	\$1,047.60	\$1,055.48	65		\$1,001.50	\$1,009.04
36	\$1,038.21	\$1,046.03	\$1,053.90	66			\$1,007.53
37	\$1,036.65	\$1,044.46	\$1,052.32	67			\$1,006.02
38	\$1,035.10	\$1,042.89	\$1,050.74	68			\$1,004.51
39	\$1,033.55	\$1,041.33	\$1,049.17	69			\$1,003.00
40	\$1,032.00	\$1,039.77	\$1,047.60	70			\$1,001.50
41	\$1,030.45	\$1,038.21	\$1,046.03				
42	\$1,028.91	\$1,036.65	\$1,044.46				
43	\$1,027.37	\$1,035.10	\$1,042.89				
44	\$1,025.83	\$1,033.55	\$1,041.33				
45	\$1,024.29	\$1,032.00	\$1,039.77				
46	\$1,022.75	\$1,030.45	\$1,038.21				
47	\$1,021.22	\$1,028.91	\$1,036.65				



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SAVINGS GROWTH TABLE ANNUAL \$ 1,000 CONTRIBUTIONS

The following growth charts present projections of the future value of the account given the stated assumptions. **These amounts are projections only and are not guaranteed.** Values are provided for the end of the year for the first five years of the account and for the years in which you reach 60, 65, and 70 years of age. The actual amounts available to you will vary based on factors including whether the rate of interest paid changes or is different from the starting assumptions, whether any fees are assessed to the account, and whether you make additional contributions to or distributions from the account. Additionally, you may have the ability to choose different investments from your financial institution; these may pay different rates, have different fees, and have different terms and conditions.

You are strongly advised to seek advice from a tax advisor or financial planning professional to help you determine the best course of action for your individual circumstances.

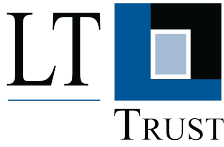
Assumptions

- \$1,000 one-time contribution made on the first of the year.
- 0.15% Annual Percentage Yield.
- No annual or administrative fee.

Projected amount available for withdraw at the end of the first five years:

- Year 1: \$1,001.50
- Year 2: \$2,004.50
- Year 3: \$3,009.01
- Year 4: \$4,015.03
- Year 5: \$5,022.56

Projected amount available for withdrawal at the end of the year in which the Participant attains age:				Projected amount available for withdrawal at the end of the year in which the Participant attains age:			
Present Age	60	65	70	Present Age	60	65	70
18	\$44,450.36	\$49,807.56	\$55,205.08	48	\$13,137.42	\$18,258.88	\$23,418.89
19	\$43,383.73	\$48,732.90	\$54,122.33	49	\$12,117.73	\$17,231.51	\$22,383.79
20	\$42,318.70	\$47,659.86	\$53,041.21	50	\$11,099.57	\$16,205.68	\$21,350.24
21	\$41,255.27	\$46,588.42	\$51,961.71	51	\$10,082.93	\$15,181.39	\$20,318.24
22	\$40,193.43	\$45,518.59	\$50,883.83	52	\$9,067.82	\$14,158.64	\$19,287.79
23	\$39,133.19	\$44,450.36	\$49,807.56	53	\$8,054.23	\$13,137.42	\$18,258.88
24	\$38,074.53	\$43,383.73	\$48,732.90	54	\$7,042.16	\$12,117.73	\$17,231.51
25	\$37,017.46	\$42,318.70	\$47,659.86	55	\$6,031.60	\$11,099.57	\$16,205.68
26	\$35,961.98	\$41,255.27	\$46,588.42	56	\$5,022.56	\$10,082.93	\$15,181.39
27	\$34,908.08	\$40,193.43	\$45,518.59	57	\$4,015.03	\$9,067.82	\$14,158.64
28	\$33,855.76	\$39,133.19	\$44,450.36	58	\$3,009.01	\$8,054.23	\$13,137.42
29	\$32,805.01	\$38,074.53	\$43,383.73	59	\$2,004.50	\$7,042.16	\$12,117.73
30	\$31,755.84	\$37,017.46	\$42,318.70	60	\$1,001.50	\$6,031.60	\$11,099.57
31	\$30,708.24	\$35,961.98	\$41,255.27	61		\$5,022.56	\$10,082.93
32	\$29,662.21	\$34,908.08	\$40,193.43	62		\$4,015.03	\$9,067.82
33	\$28,617.75	\$33,855.76	\$39,133.19	63		\$3,009.01	\$8,054.23
34	\$27,574.86	\$32,805.01	\$38,074.53	64		\$2,004.50	\$7,042.16
35	\$26,533.53	\$31,755.84	\$37,017.46	65		\$1,001.50	\$6,031.60
36	\$25,493.76	\$30,708.24	\$35,961.98	66			\$5,022.56
37	\$24,455.55	\$29,662.21	\$34,908.08	67			\$4,015.03
38	\$23,418.89	\$28,617.75	\$33,855.76	68			\$3,009.01
39	\$22,383.79	\$27,574.86	\$32,805.01	69			\$2,004.50
40	\$21,350.24	\$26,533.53	\$31,755.84	70			\$1,001.50
41	\$20,318.24	\$25,493.76	\$30,708.24				
42	\$19,287.79	\$24,455.55	\$29,662.21				
43	\$18,258.88	\$23,418.89	\$28,617.75				
44	\$17,231.51	\$22,383.79	\$27,574.86				
45	\$16,205.68	\$21,350.24	\$26,533.53				
46	\$15,181.39	\$20,318.24	\$25,493.76				
47	\$14,158.64	\$19,287.79	\$24,455.55				



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ROTH INDIVIDUAL RETIREMENT ARRANGEMENT (WITH STRETCH PROVISIONS) PLAN AND TRUST AGREEMENT

Trustee: LT TRUST COMPANY 1675
Broadway, Suite 500 Denver,
CO 80202
1-800-492-0165

LT Trust Company (LT Trust) as Trustee hereby adopts this Roth Individual Retirement Account with Stretch Provisions Trust Agreement.

The Participant whose name and signature appears on the Roth IRA with Stretch Provisions Adoption Agreement is establishing an individual retirement account under Section 408A to provide for his/her retirement and for the support of his/her beneficiaries after death.

The Trustee, through the Financial Institution named on the Adoption Agreement, has given the Participant the disclosure statement, attached hereto, required under Regulation Section 1.408-6.

The Participant has initially assigned the Trust the sum indicated on the Adoption Agreement in cash.

This Plan and Trust Agreement is intended to follow IRS Form 5305-R, which is a Model Trust Account Agreement that meets the requirements of Code Section 408A and has been pre-approved by the IRS. This Plan and Trust is created for the exclusive benefit of the Participant who adopts the Plan and his/her Beneficiaries. No person shall have any beneficial interest in the Participant's Account except the Participant or, in the case of the Participant's death, his Beneficiary and any subsequent Beneficiary. By their execution of the Roth IRA with Stretch Provisions Adoption Agreement, the Trustee and the Participant agree to perform the obligations imposed upon them under the Plan.

THE PARTICIPANT, THE TRUSTEE, AND THE FINANCIAL INSTITUTION MAKE THE FOLLOWING AGREEMENT:

ARTICLE I

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

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Participant, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married Participant filing jointly, between AGI of \$150,000 and \$160,000; and for a married Participant filing separately, between AGI of \$0 and

\$10,000. In the case of a conversion the Trustee will not accept IRA Conversion Contributions in a tax year if the Participant's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Participant is married and files a separate return. Adjusted gross income is defined in Code 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 Participant and his or her spouse.

ARTICLE III

The Participant's interest in the balance in the trust account is non-forfeitable.

ARTICLE IV

1. No part of the trust account funds may be invested in life insurance contracts, nor may the assets of the trust account be commingled with other property except in a common trust fund (within the meaning of section 408(a)(5)).
2. No part of the trust account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provided 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 Participant dies before his or her entire interest is distributed to him or her and the Participant'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 Participant's death, over the designated Beneficiary's remaining life expectancy as determined in the year following the death of the Participant.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant'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 Regulation 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 Participant's death and subtracting 1 from the divisor for each subsequent year.
3. If the Participant's surviving spouse is the designated Beneficiary, such spouse will then be treated as the Participant.

ARTICLE VI

1. The Participant (or Beneficiary, if applicable) agrees to provide the trustee with all information necessary to prepare any reports required by section 408(i) and 408(d)(3)(E), Regulations 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The trustee agrees to submit to the Internal Revenue Service (IRS) and Participant 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 and the related regulations will be invalid.

ARTICLE VIII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Roth IRA with Stretch Provisions Adoption Agreement.

ARTICLE IX

DEFINITIONS

The following definitions will apply to terms used in this Plan and Trust Agreement: The following definitions will apply to terms used in Article VIII and following:

- (a) "Beneficiary" means any First Generation Beneficiary, and Second Generation Beneficiary, and Next Generation Beneficiary or any default Beneficiary.
- (i) "First Generation Beneficiary" means the person or persons designated in writing by the Participant or by the Plan, who is entitled to, or may become entitled to, receive benefits under the Plan upon the Participant's death.
- (ii) "Second Generation Beneficiary" means the person or persons designated in writing by the First Generation Beneficiary or by the Plan, who is entitled to, or may become entitled to, receive benefits under the Plan, upon the death of the First Generation Beneficiary.
- (iii) "Next Generation Beneficiary" means the person or persons designated in writing by the Second Generation Beneficiary, or by the Plan, who is entitled to, or may become entitled to, receive benefits under the Plan, upon the death of the Second Generation Beneficiary or a prior Next Generation Beneficiary.
- (b) "Broker" will mean the broker named in the brokerage disclosure statement, a registered broker/dealer, or its successor. The Broker may be affiliated with the Financial Institution or your Trustee or both.
- (c) "Code" means the Internal Revenue Code of 1986, as amended.
- (d) "Compensation" means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid a salesman, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Code Section 401 (c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401 (c)(2) shall be applied as if the term trade

or business for purposes of Code Section 1402 included service described in subsection (c)(6). Compensation also shall include any amount includible in the Participant's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71 (b)(2)(A). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to, interest and dividends), amounts not includible in gross income or amounts received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

- (e) "Custodian" will mean the Financial Institution acting as the Depository Institution of the Roth IRA as listed on the Adoption Agreement whenever such Financial Institution is acting in its capacity as a commercial bank, savings and loan, or credit union.
- (f) "Participant" means the individual who executes an Adoption Agreement to this Plan and who makes a regular Roth IRA contribution, or on whose behalf contributions are made to the Roth IRA, as permitted by Code Section 219, or who makes a Qualifying Rollover Contribution to the Roth IRA, or who transfers assets of another Roth IRA to this Roth IRA.
- (g) "Permissible Investment" will mean assets eligible for acquisition pursuant to IRC Section 408 and related Regulations which are permissible under the terms of the agreement between the Financial Institution and the Trustee, and which may be deposits of the Custodian or purchased through a Broker.
- (h) "Plan" means the Roth Individual Retirement Account with Stretch Provisions established by the Participant, subject to acceptance by the Trustee, in the form of this Roth IRA Plan and Trust (and all subsequent amendments), including the Adoption Agreement under which the Participant has elected to participate in this Plan.
- (i) "Qualifying Rollover Contribution" means a rollover contribution that meets the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d) (3)(B) does not apply if the rollover contribution is from an eligible IRA other than a Roth IRA.
- (j) "Recordkeeper" will mean LT Trust. As Recordkeeper, LT Trust will serve as agent for the Custodian in order to comply with governmental reporting requirements and changes in law, furnish reports to the Participant, approve distribution and transfer requests, and so forth.
- (k) "Roth IRA Conversion Contribution" means amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. A non-Roth IRA is an individual retirement account or annuity described in Code Section 408(a) or 408(b), other than a Roth IRA.
- (l) "Trust" means all property of every kind held by the Custodian under this Plan.
- (m) "Trust Account" means the Roth IRA the financial institution, as Custodian, shall maintain for the Participant under the Plan.

- (n) "Trustee" will mean LT Trust.

ARTICLE X

PARTICIPANT ADMINISTRATIVE PROVISIONS

1. Participant Information

The Participant agrees to provide the Trustee and/or Recordkeeper with such information as they require to substantiate the Participant's or a Beneficiary's request to withdraw funds from the Trust Account in a form acceptable to the Trustee and the Recordkeeper. The Participant authorizes the Trustee and the Depository Institution to release information to the Recordkeeper pertaining to this Trust so that the Recordkeeper may perform its duties hereunder.

2. Participant's Right to Withdraw

A Participant shall have the right to withdraw all or any part of his Account at any time upon written notice to the Trustee using a form acceptable to the Trustee. The Trustee shall make distributions under the Plan in cash or property, at the value reported by the Trustee at the time of such distribution. Under Code Section 408A(c)(5), no amount is required to be distributed prior to the death of the Participant for whose benefit the Account was originally established.

3. Beneficiary Designations

- (a) The Participant may from time to time designate, in writing, any person or persons contingently or successively, to whom the Trustee shall pay the Participant's Roth IRA on event of the Participant's death. The Trustee shall prescribe the form for the written designation of Beneficiary. The Participant's Beneficiary designation will be effective upon the correct completion of the designation form prescribed by the Trustee and received by either the financial institution acting as Custodian or the Trustee on the date of distribution. All Beneficiary designations shall become effective on that date and shall revoke, in their entirety, all designations filed prior to that date by the Participant.
- (b) Upon the death of the Participant, the Participant's Roth IRA will be distributed to the Primary First Generation Beneficiary designated by the Participant as long as the Primary First Generation Beneficiary survives the Participant, in accordance with this Article. If any primary First Generation Beneficiary survives the Participant, then all contingent First Generation Beneficiaries named by the Participant shall be disregarded and shall not be entitled to any payment from the Roth IRA. If all of the Primary First Generation Beneficiaries die before the Participant, then the Participant's Roth IRA will be distributed to any contingent First Generation Beneficiary that survive the Participant. If more than one First Generation Beneficiary has been in either the Primary or contingent class of First Generation Beneficiaries, then any death benefits payable to such class shall be paid pro rata to the First Generation Beneficiaries within the class that survive the Participant unless the Participant specified otherwise at the time such Beneficiaries were named.
- (c) Any First Generation Beneficiary may from time to time (but only after the death of the Participant) designate, in writing, any person or persons as a primary, contingent or successive Beneficiary, to whom the assets in the Roth IRA are to be paid the First Generation Beneficiary's share of the remaining assets in the Participant's Roth IRA in the event of the death of the First Generation Beneficiary after the death of the Participant. The Trustee shall prescribe the form for the written designation of Beneficiary and will be effective upon the correct completion of the designation form prescribed by the Trustee and received

by either the Financial Institution acting as Custodian or the Trustee on the date of distribution. All Beneficiary designations shall become effective on that date and shall revoke, in their entirety, all designations filed prior to that date by the Participant.

(d) Subject to (f) below:

Any Second Generation Beneficiary may from time to time (but only after the death of the Participant) designate, in writing, any person or persons as a primary, contingent or successive Beneficiary, to whom the assets in the Roth IRA are to be paid the Second Generation Beneficiary's share of the remaining assets in the Participant's Roth IRA in the event of the death of the Second Generation Beneficiary after the death of the Participant.

(e) Subject to (f) below:

Any Next Generation Beneficiary may from time to time (but only after the death of the Participant) designate, in writing, any person or persons as a primary, contingent or successive Beneficiary, to whom the assets in the Roth IRA are to be paid the Next Generation Beneficiary's share of the remaining assets in the Participant's Roth IRA in the event of the death of the Next Generation Beneficiary after the death of the Participant.

- (f) Any designation by any Second Generation Beneficiary or Next Generation Beneficiary under Paragraph (c), (d) or (e) above may be made only after the death of the First Generation Beneficiary or Second Generation Beneficiary, respectively. The Trustee shall prescribe the form for the written designation of Beneficiary and will be effective upon the correct completion of the designation form prescribed by the Trustee and received by either the financial institution acting as Custodian or the Trustee on the date of distribution. All Beneficiary designations shall become effective on that date and shall revoke, in their entirety, all designations filed prior to that date by the Participant.
- (g) If a Participant fails to designate any Beneficiary in accordance with this Article X, upon the death of the Participant, the Participant's primary First Generation Beneficiary shall be deemed to be the Participant's spouse (if legally married to the Participant on the date of death) or, if there is no such spouse, the estate of Participant. A deemed First Generation Beneficiary under this Article X will be treated as a "designated First Generation Beneficiary" for purposes of determining the minimum required distributions for the Roth IRA.
- (h) If any First Generation Beneficiary fails to designate a Second Generation Beneficiary in accordance with this Article X, upon the death of the First Generation Beneficiary after the death of the Participant, the Second Generation Beneficiary for such First Generation Beneficiary's remaining interest in the Roth IRA shall be deemed to be the First Generation Beneficiary's spouse (if legally married to the First Generation Beneficiary on the date of death) or, if there is no such spouse, the estate of the First Generation Beneficiary.
- (i) If any Second Generation Beneficiary fails to designate a Next Generation Beneficiary in accordance with this Article X, upon the death of the Second Generation Beneficiary after the death of the Participant, the Next Generation Beneficiary for such Second Generation Beneficiary's remaining interest in the Roth IRA shall be deemed to be the Second Generation Beneficiary's spouse (if legally married to the Second Generation Beneficiary on the date of death) or, if there is no such spouse, the estate of the Second Generation Beneficiary.

- (j) If any Next Generation Beneficiary fails to designate his or her own Next Generation Beneficiary, the Next Generation Beneficiary for such first Next Generation Beneficiary's remaining interest in the Roth IRA shall be deemed to be the first Next Generation Beneficiary's spouse (if legally married to the first Next Generation Beneficiary on the date of death) or, if there is no such spouse, the estate of the first Next Generation Beneficiary.

If the Participant's surviving spouse is the sole designated primary First Generation Beneficiary, after the death of the Participant, the spouse may elect to treat the Roth IRA as the Roth IRA of the surviving spouse. This election will be made upon written notice to the Trustee, using a form acceptable to the Trustee, and may be made at any time after the Participant's death. In such event, the assets of the deceased Participant's Roth IRA will be moved to the Roth IRA in the name of the surviving spouse, rather than the surviving spouse maintaining an interest in the deceased Participant's Roth IRA as a First Generation Beneficiary, and the distribution provisions of this Article X will not apply. Alternatively, this election will be deemed to have been made if the surviving spouse, who is the sole primary First Generation Beneficiary of the Roth IRA, makes a contribution to the Roth IRA or fails to take his/her required distribution as a First Generation Beneficiary, from the Roth IRA of the deceased Participant.

4. Distributions Upon the Death of the Participant

- (a) Notwithstanding any provisions of this Roth IRA Plan and Trust and the Roth IRA to the contrary, the distribution of a Participant's Roth IRA shall be made in accordance with the minimum distribution requirements of IRC Section 408(a)(6), as modified by IRC Section 408A(c)(5), and the applicable regulations thereunder, the provisions of which are incorporated herein by reference.
- (b) Upon the death of the Participant, the Participant's Roth IRA shall be distributed to the Participant's First Generation Beneficiary at least as rapidly as under this Paragraph (b)(1), (b)(2), or (b)(3):
- (1) If the designated First Generation Beneficiary is someone other than the Participant's surviving spouse, the First Generation Beneficiary's entire interest will be distributed, starting at the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated First Generation Beneficiary, with such life expectancy determined using the First Generation Beneficiary's age as of his or her birthday in the year following the year of the Participant's death, or, if elected, over the period described in Paragraph (b)(3) below.
 - (2) If the Participant's sole designated First Generation Beneficiary is the Participant's surviving spouse, the First Generation Beneficiary's entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would obtain age 70½, if later), over such spouse's life or, if elected, over the period described in Paragraph (b)(3). If the surviving spouse dies before distributions are required to begin to the surviving spouse, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the Second Generation Beneficiary's remaining life expectancy determined using such Second Generation Beneficiary's age as of his or her birthday in the year following the year of the surviving spouse's death, of, if elected, will be distributed over the period described in Paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin to the surviving spouse, any remaining interest will be distributed over the spouse's remaining life expectancy

determined using the spouse's age as of the spouse's birthday in the year of the spouse's death.

- (3) If there is no designated First Generation Beneficiary or if this Paragraph (b)(3) is applicable under Paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Paragraph (b)(2) above).
- (4) The amount to be distributed each year under this Paragraph (b) is the quotient obtained by dividing the value of the applicable Roth IRA interest as of the end of the preceding year by the remaining life expectancy specified above. Life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9(Q&A-1). If distributions are being made to a surviving spouse as the sole designated First Generation Beneficiary, such surviving spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the First Generation Beneficiary's age in the year as specified in Paragraph(b)(1) or (b)(2) above, and reduced by one for each subsequent calendar year.
- (c) The value of the interest in this Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Treasury Regulation Section 1.408-8(Q&A-7) and (Q&A-8).
- (d) Notwithstanding the above, if any First Generation Beneficiary or (after the death of the First Generation Beneficiary) the Second Generation Beneficiary informs the Trustee in writing on a form acceptable to the Trustee that distribution to such First Generation or Second Generation Beneficiary under this Section for any calendar year is equal to an amount less than the minimum required above, the Trustee shall comply with the First Generation Beneficiary's or Second Generation Beneficiary's request for a distribution. The First Generation Beneficiary or (after the death of the First Generation Beneficiary) the Second Generation Beneficiary shall be responsible for computing the amount and form of the distribution required to be paid to him each year from the Plan, the date by which the amount should be paid, and for timely providing this information to the Trustee in writing in a form acceptable to the Trustee. In the event such information is not provided, the Trustee may assume the Beneficiary's minimum distribution requirement for this Plan has been satisfied by distribution from another Roth IRA.
- (e) Participant's designated First Generation Beneficiary, for purposes of determining the minimum required distributions under IRC Section 408(a)(6), will be an individual (or will be considered an individual under a qualifying trust as determined under Treasury Regulation Section 1.401(a)(9)-4(Q&A-5)) and will be determined as of September 30 of the calendar year following the calendar year of the Participant's death, provided that no person or entity may be added as a designated First Generation Beneficiary after the Participant's date of death who was not designated as a First Generation Beneficiary under the trust or by the Participant as of the date of the Participant's death. If the sole designated primary First Generation Beneficiary is the surviving spouse of the Participant, the surviving spouse's designated Second Generation Beneficiary will be determined as of the September 30 of the calendar year following the calendar year of the surviving spouse's death. In addition, if a designated First Generation Beneficiary dies between the date of the Participant's death and September 30 of the following year, that designated First Generation Beneficiary will be treated as the designated First Generation Beneficiary for purposes of

determining the minimum required distribution period. If an entity other than an individual or a qualifying trust is designated as a First Generation Beneficiary, the Participant will be treated as having no designated First Generation Beneficiary for purposes of calculating minimum required distributions.

- (f) A surviving spouse will be treated as the sole designated primary First Generation Beneficiary if the surviving spouse is the sole primary Beneficiary at all times during the distribution year.
- (g) If more than one individual is designated as a First Generation Beneficiary, then separate subaccounts may be established, if allowed by the financial institution acting as Custodian of the Roth IRA, for each such First Generation Beneficiary reflecting the First Generation Beneficiary's interest in the Roth IRA determined as of the Participant's date of death (adjusted for any post-death contributions, distributions, gains and losses), which separate accounts will be established by the last day of the calendar year of the Participant's death, as provided in Treasury Regulation Section 1.401(a)(9)-8(Q&A-2). Separate subaccounts may, if allowed by the financial institution acting as Custodian of the Roth IRA, be established by the Second Generation Beneficiaries for one or more Second Generation Beneficiaries, and by any Next Generation Beneficiaries, for one or more Next Generation Beneficiaries.

5. Separate Accounting for Sub-accounts

To the extent that one or more sub-accounts are allowed to be established by the Custodian under the Account, any investment income or losses on the assets in each sub-account will be allocated directly to such sub-account (sub-account income/losses will not be allocated to different sub-accounts).

6. Beneficiary Dispute

The Trustee is under no obligation to distribute funds if the Trustee has been given written notice that a Beneficiary dispute exists. In this case, the Trustee may make payment after receiving either written payout instructions containing witnessed signatures of all parties to the Beneficiary dispute, or an order from a court of competent jurisdiction.

ARTICLE XI

INVESTMENT OF TRUST/PARTICIPANT AND TRUSTEE POWERS

1. Investment Contributions

Contributions and funds held in the Trust Account will be invested in one or more Permissible Investments as directed by the Participant. If the Participant elects the brokerage option, the Participant will instruct the Broker as to such purchases and sales of assets in the Trust Account. The Participant expressly authorizes the Broker to execute transactions upon his or her instructions, and the Broker will not have any responsibility to review the investment directions of the Participant, nor will they have any liability for any loss resulting from the following of such directions. Furthermore, the Broker will not have any liability for losses resulting from the acts or omissions of the Participant.

2. No Responsibility for Participant Action

The Trustee shall have no obligation or responsibility with respect to any act of, or failure to act, on the part of a Participant or his/her duly authorized agent, or, if the Participant is deceased, on the part of the Beneficiary or his duly authorized agent.

The Trustee is not required to determine the correctness of the amount of any Participant contribution, nor is required to determine whether a Participant's rollover contribution satisfies the definition of Qualifying Rollover Contribution.

3. Liquidation of Non-Permissible Investments

In the event that a Participant invests in an asset which is not a Permissible Investment and is unacceptable to the Trustee or the recordkeeper, the Trustee may give 60 days' written notice of the unacceptableness of the investment(s) purchased by the Participant, either by mailing or actual delivery, and may seek direction from the Participant as to the disposition of such investment. If the Participant does not instruct the Trustee as to the disposition of the unacceptable investment within the 60 day period after notice is either mailed or given, the Trustee in its sole discretion may either liquidate the investment and invest in savings deposits at the Depository Institution or distribute such unacceptable investment to the Participant in kind. The Participant will be deemed to have consented to such action and accepts any tax consequences which may arise out of the Participant's failure to invest only in Permissible Investments.

4. Asset Ownership/Investment Direction

The Depository Institution will hold all investments of the Trust Account in the name of the Trustee (for the benefit of the Participant) subject to all federal and applicable state statutory and regulatory provisions and the internal rules and regulations of the Trustee and the Broker. Any duty or responsibility of a Participant under this Trust Agreement, including the discretion to direct the investment of the Trust Account assets, will apply to the Beneficiary or beneficiaries of the Trust Account after the death of the Participant.

5. Trust Not Guaranteed

The Trustee does not, in any way, guarantee the Trust from loss or depreciation. The liability of the Trustee to make any payment from the Trust at any time and all times is limited to the then-available assets of the Trust. Some products offered by the Custodian may be FDIC insured.

6. Indemnification of Trustee

The Participant, and, upon the death of the Participant, the Beneficiary (hereinafter, "Participant"), agrees to indemnify and hold harmless the Trustee from and against all losses, expenses, settlement, payments, or judgments incurred by, or entered against, the Trustee as the result of any threatened or asserted claim against the Trustee that pertains in any way to: (1) the Trustee's activities with the Participant; (2) the Participant's investments; and/or (3) a situation or matter associated with this Trust or Plan. The Participant's indemnification obligation also includes the responsibility to reimburse the Trustee for all attorney's fees and costs incurred by the Trustee in: (1) responding to threatened claims by any party; (2) defending (including on appeal) against asserted claims by any party; and/or (3) prosecuting (including on appeal) a claim or counterclaim against the Participant requesting payment of the indemnification obligation set forth herein. The Participant's indemnification obligation applies to any threatened or asserted claim against the Trustee, including specifically a claim that is threatened or asserted by the Participant against the Trustee. The Participant's indemnification obligation hereunder also applies to any threatened or asserted claims brought by the Participant against the Trustee resulting from wrongful conduct by the Participant's financial representative (or other agent of the Participant), including, but not limited to, fraud, forgery, or any other illegal act engaged in by the financial representative or other agent retained by the Participant.

7. Trustee Powers

Subject to any limitations stated elsewhere in this Plan and Trust Agreement, the Trustee will have the following powers in addition to those powers held by a holder of a deposit and any other powers conferred by law:

- (a) To pay any estate, inheritance, income, or other tax, charge, or assessment attributable to any property or benefit. The Trustee, before making payment of any benefit, may require such release or documents from any lawful taxing authority and may require such indemnity from the intended payee as it considers necessary for its protection against tax liability.
- (b) To employ counsel who may be, but need not be, counsel for the Trustee individually and the Trustee will be fully protected in acting upon the advice of such counsel.
- (c) To employ suitable agents and to delegate to them such ministerial and limited discretionary duties as the Trustee sees fit. The Financial Institution may be designated as an agent or custodian or both, and the duties delegated to it will include, but not necessarily be limited to, taking custody of the certificates or other evidence of accounts opened at the Financial Institution, maintaining accounting records, and rendering periodic statements showing the contributions, earnings, withdrawals, and current balance of each such account or other investment. If authorized by the Financial Institution and if the Participant has signed a separate agreement acceptable to the Trustee, at the direction of the Participant, the Trustee may also employ any broker/dealer providing brokerage services affiliated with the Trustee or the Financial Institution and compensate such broker/dealer in accordance with its normal schedule of charges.
- (d) To perform any and all other acts in its judgment necessary or appropriate for the proper or advantageous management, investment, and distribution of the assets of this Trust.

8. Trustee Responsibility

The Trustee will act solely in the interest of the Participant and his or her beneficiaries and with the care, skill, prudence, and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The exercise or non-exercise of any power, or duty by the Trustee in good faith and with reasonable care will be conclusive and binding on all persons. The Trustee will be fully protected in taking or failing to take any action in reliance on the written instruction of the Participant. The Participant agrees to hold the Trustee harmless and indemnify it from all liabilities and expenses incurred in connection with any action taken or failure to act in reliance upon the Participant written instructions, or in the exercise of any right, power, or duty of the Trustee in good faith and with reasonable care.

9. Exclusive Benefit

No amendments or modification or termination of this Trust Agreement will cause any part of the Trust Account to be used for or diverted to or for the benefit of anyone other than the Participant and his or her beneficiaries; furthermore, the rights, duties, or responsibilities of the Trustee will not be changed without its written consent.

**ARTICLE XII
FEES AND EXPENSES TO TRUSTEE**

All expenses incurred by the Trustee, the Recordkeeper, Custodian and the Broker under this Trust Agreement, including fees for legal services rendered, and such reasonable compensation to the Trustee as may be agreed upon from time to time between the Financial Institution, the Recordkeeper, and the Trustee, may be paid from the assets of this Trust and charged to the accounts of the Participant and his or her beneficiaries in such manner and proportion as the Trustee in its discretion deems equitable.

**ARTICLE XIII
AMENDMENT AND TERMINATION**

1. Amendment

It shall be the responsibility of the Trustee to maintain the qualification of this Plan and Trust Agreement under IRS Code Sections 408(a) and 408A. The Trustee shall have the right at any time and from time to time to amend or terminate this Plan consistent with the provisions of applicable law without obtaining the consent of the Participant. The Participant and the Trustee shall be furnished a copy of any such amendment. If the Participant dies before distribution of his entire Account, the rights and responsibilities of the Participant under this Article XIII shall be assumed by the Beneficiary.

2. Termination

The Participant shall have the right, at any time, to terminate this Plan and the Trust created under this agreement. The Plan shall terminate upon the first to occur of the following:

- (a) The date determined by the Participant's written notice given to the Trustee at least 60 days prior to termination;
- (b) Upon the written request of the Participant to terminate the Plan after the Trustee has distributed all assets in the Participant's Account; or
- (c) On the date the Participant's Plan ceases to be (1) an individual retirement account within the meaning of Code Section 408(a), or (2) a Roth IRA within the meaning of Code Section 408A.

As soon as administratively practicable after this date, the Trustee shall distribute all of the assets in the Trust in single sum payment to the Participant. The Plan will not be considered terminated if the Trustee has not authorized the removal of assets from the Plan.

3. Resignation or Removal of Trustee

The Trustee may resign at any time with or without cause upon written notice to the Participant. Resignation will take effect 30 days after the date the notice is sent, unless a successor trustee is duly appointed before that date. The Trustee may be removed at any time with or without cause by the Participant on 60 days' written notice to the Trustee. Such effective date may be changed upon written mutual agreement. To be effective, the Participant's notice of removal of the Trustee must include notice of the appointment of a successor trustee and a written acceptance of such appointment by the successor trustee. If, by the effective date of either the Trustee's resignation, removal, or such longer time as the Trustee may agree to, the Participant has not appointed a successor trustee which has duly accepted such appointment, the Trustee shall terminate the Plan which shall be effective by distributing all assets in the Participant's Account in a single sum in cash or in kind to the Participant, subject to the Trustee's right to reserve funds as provided below. Upon the resignation or removal of the Trustee, the Trustee shall be entitled to deduct from the Trust such reasonable amount as it deems necessary to provide for expenses in the settlement of its account, the amount of compensation due to it, and any taxes or other sums chargeable against the Trust for which it may be liable. If the Trust is not sufficient for such purposes, the Trustee shall have the right to a settlement of its account, which, at the option of the Trustee, may be by judicial settlement in an action the Trustee institutes in a court of competent jurisdiction, or by a settlement agreement between the Trustee and the Participant (or Beneficiary if the Participant has died). Upon settlement under this Section 3, all right, title, and interest of the Trustee in the assets of the Trust shall vest in the successor trustee. At that time, all future liability of the Trustee shall terminate under the Plan; provided, however, the Trustee shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title, and interest in the assets of the Trust, to the successor trustee.

4. In the event the Trustee wishes to amend this Trust Agreement or offer it to newly acquired customers as substitution for an existing qualified Roth IRA program, the Trustee may do so by notifying such Participant or customers of the amendment or substitution and by giving them a reasonable period of time in which to respond. If no response is received within the time period stated, such Participant or customers will be deemed to have consented to the amendment or to have adopted the provisions of this Trust Agreement and to be bound by them.

ARTICLE XIV

MISCELLANEOUS

1. Prohibited Transactions

Neither the Participant nor any Beneficiary will have any right to pledge, borrow against, or in any way create a lien upon any assets or part of the Trust. Distribution to the Participant, his or her beneficiaries, spouse, heirs-at-law or legal representatives, excepting minors and persons under legal disability, will be made only to them and upon their personal receipts or endorsements and no interest in the Trust, or any part thereof, will be assignable in anticipation of payment either by involuntary act, or by operation of law, or be liable in any way for the debts and defaults of such Participant, his or her beneficiaries, spouse, or heirs-at-law. The provisions of this Paragraph will not apply to the extent that they violate any applicable law. Notwithstanding the provisions of this Paragraph, the Participant may transfer part or all of his or her interest in the Trust Account to his or her former spouse pursuant to a divorce decree or under a written instrument incident to such divorce, including a separation agreement, and any interest so transferred will be treated as an individual retirement account for the benefit of the former spouse.

2. Notices

Any notice or statement which the Trustee or Recordkeeper is required to give hereafter will be deemed given when mailed to the intended recipient at his or her last known address. Any notice or statement to be given to the Trustee or Recordkeeper will be deemed given only when actually received by the Trustee or Recordkeeper.

The Trustee or the Participant or the Beneficiary may waive any notice required to be received by it under this Plan, and, in the case of any written notice or election required under this Plan, the Trustee may accept such notice or election in any form (including electronically) approved by the Trustee for such notice or election.

3. Controlling Provisions

Any provision of this Plan and Trust Agreement, or of a Participant's Adoption Agreement, shall be wholly invalid if it is inconsistent, in whole or in part, with IRC Section 408(a) and 408A and the regulations under those IRC sections. This Plan shall be governed by and construed, administered, and enforced according to the laws of the state in which is located the Trustee's principal place of business except to the extent preempted by the Federal law.

4. Rollovers (Conversions) to Qualified Plans

Roth IRAs may not currently receive rollovers from qualified business retirement plans. However, after December 31, 2007, Roth IRAs will be allowed to accept rollovers, under certain circumstances, from qualified business retirement plans.

5. Successors

The Plan shall be binding upon all persons entitled to benefits under this Plan, their respective heirs and legal representatives, and upon the Trustee and its successors.

6. Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Trust Agreement.

7. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered as an original, and no other counterparts need to be produced. In no event will this Agreement be of any binding effect until executed by the Trustee.

8. Trustee's Acceptance of Account

By the acceptance of the IRA Adoption Agreement, the Trustee agrees to perform the obligations imposed upon the Trustee under the plan.

9. Interpretation of Agreement

In interpreting this Agreement, words in the masculine gender will include the feminine, words in the singular will include the plural and vice versa, as may be appropriate. The word person will include natural and legal persons.