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# AUTOMATIC ROLLOVER ROTH IRA ADOPTION AGREEMENT

The initial contribution establishing this Roth Individual Retirement Account ("IRA") is an automatic rollover from a retirement plan which has entered into a service agreement with Millennium Trust Company, LLC ("Custodian"), an Illinois limited liability company. The plan sponsor/plan administrator ("plan sponsor") opened this IRA in your name with an automatic rollover contribution on your behalf pursuant to the terms of the plan and Section 401(a)(31)(B) of the Internal Revenue Code of 1986, as amended ("Code") because you did not elect to have your distribution from the plan paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with the terms of the plan. The plan sponsor established this IRA in your name and on your behalf and deposited the full amount of your distribution from the plan into the IRA.

Pursuant to the automatic rollover rules under Section 401(a)(31)(B) of the Code and/or Title 29 of the Code of Federal Regulations Sections 404a-2 and 404a-3, as applicable, because this IRA was established by the plan sponsor, the Custodian has necessarily relied upon the information provided by the plan sponsor about you. The IRA Owner ("Account Owner") information below was obtained from the most recent records of the plan sponsor and the employer. As the Account Owner, you are responsible for carefully reviewing this information and making any necessary corrections and signing the Adoption Agreement as indicated below and sending it along with correct and updated information to the Custodian. Unless you do, the information on the Adoption Agreement is deemed to have been submitted and certified by you as if you signed this Adoption Agreement as indicated below. If you fail to provide the Custodian with accurate information, the payment of the IRA proceeds to you may be delayed or, if the Custodian is unable to locate you, may be forfeited under state abandoned property laws.

Certain information on this Adoption Agreement can only be completed by you and until you make elections below, the underlying default terms of this Adoption Agreement and the Automatic Rollover Roth Individual Retirement Custodial Account Agreement ("Custodial Agreement"), the terms of which are incorporated herein by reference, shall apply.

## **A** ACCOUNT OWNER

Account Owner Information:

Mr.  Mrs.  Ms. Name:

Home Telephone No.:

Work Telephone No.:

E-mail Address:

Mother's Maiden Name:

Social Security No.:

Date of Birth:

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

Address:

City:

State:

Zip:

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

Address:

City:

State:

Zip:

Driver's License:

No.:

State:

**Please continue to page two to complete this form.**



**B ACCOUNT ACCESS AND STATEMENT PREFERENCE**

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

- Prefer 24-Hour Online Account Access with Annual Online Statements**  
I want online access to my account(s) and my statements.
  - I also want online Trading access.
- Prefer 24-Hour Online Access and Annual Statements in Mail**  
I want online access to my account(s) and online statements, *and* hard copy statements (\$5.00 charge per statement) annually through the U.S. Mail.
  - I also want online Trading access
- Decline 24 Hour Online Account Access and Receive Annual Statements in Mail**  
I decline online access and prefer to receive hard copy statements (\$5.00 charge per statement) annually through the U.S. Mail.

**C ACCOUNT BENEFICIARY INFORMATION**

The designation of one or more beneficiaries to the IRA must be made by the Account Owner. If Custodian does not have a proper beneficiary designation on file at the time of the Account Owner's death, the IRA will be paid as described in Article XIII of the Custodial Agreement. If you are married and designate a Primary Beneficiary other than your spouse, have your spouse sign the spousal consent below if you reside in one of the states listed below. If more than one primary or contingent beneficiary is designated, the assigned percentages must total 100% for all primary and 100% for all contingent beneficiaries, or the beneficiaries will be assigned equal percentages. Beneficiaries take hereunder only if they survive the Account Owner. Contingent Beneficiaries take hereunder only if all Primary Beneficiaries fail to survive the Account Owner. If multiple Primary or Contingent Beneficiaries are named, as to each Beneficiary that shall not survive the Account Owner, his or her share shall be distributed to the remaining Beneficiaries, Primary or Contingent as the case may be, in the relative proportions assigned. Additional beneficiary designations or changes must be made and submitted to Custodian via the proper form. I hereby make the following beneficiary designation. In the event of my death, pay benefits to the following named primary beneficiary(ies).

<i>Full Name</i>	<i>Relationship</i>	<i>Soc Sec #</i>	<i>Birth Date</i>	<i>% to Beneficiary</i>
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**Primary Beneficiaries****Contingent Beneficiaries**

**Spousal Consent:** Complete this section if (1) You are married and have designated a Primary Beneficiary other than your spouse; and (2) this IRA account includes property in which your spouse possesses a community property interest. As of January 1, 2010, community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

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

Spouse's Signature: \_\_\_\_\_

Spouse's Name:

Date:

***Please continue to page three to complete this form.***

**D ACKNOWLEDGEMENT**

The IRA was opened and established by the plan sponsor in my name and on my behalf under Section 401(a)(31)(B) of the Code because I failed to make a distribution election, pursuant to the terms of the plan. I am no longer a participant in the plan and have full rights and authority as the Account Owner, including, without limitation, the right to enforce the terms of this Adoption Agreement and the Custodial Agreement. As the Account Owner, I acknowledge that I am responsible for the accuracy of the information contained on this Adoption Agreement, and I acknowledge that the Custodian will rely upon the information provided by the plan sponsor about me as accurate until such time as I provide written notice of any corrections or changes. If I do not provide any written notice or acknowledgement of receipt of this Adoption Agreement, I acknowledge that the Custodian will rely upon the information on this Adoption Agreement as if it was submitted and certified by me. I acknowledge that it is my sole responsibility to direct the investment of the assets of my IRA and that the Custodian shall have NO LIABILITY for any loss, damage, or tax, including a prohibited transaction tax, resulting from my failure to provide investment direction, or transactions executed by the Custodian based on directions received from me or my Investment Agent. I agree to hold the Custodian harmless for its actions hereunder which were directed by me or my Investment Agent, and for any inaction based upon my failure to provide investment direction to the Custodian. I will indemnify the Custodian for any and all claims and costs arising from transactions executed by the Custodian based on directions received from me or my Investment Agent and arising from inaction by the Custodian based upon my failure to provide investment direction, including but not limited to, court costs, attorney fees and other expenses incurred. I acknowledge that I am responsible for reading and understanding the Custodial Agreement and Disclosure Statement, and that I am responsible for the tax effects and requirements noted therein. I acknowledge that I am responsible for meeting the requirement that future rollover contributions to the IRA must be made within sixty (60) days after I received an eligible distribution, if applicable, and that if I deposit a rollover contribution, I hereby elect to treat the deposit as such.

This Roth IRA was opened and established by the name of and on behalf of the Account Owner on \_\_\_\_\_ Plan in the \_\_\_\_\_ pursuant to a services agreement with Custodian.

**E ACCOUNT OWNER CONFIRMATION**

- I confirm the accuracy of this Adoption Agreement (You will be deemed to have checked this box and signed below if you fail to return a signed copy of this Adoption Agreement to the Custodian.)
- I submit changes to this Adoption Agreement.

Account Owner ("Depositor") Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE SUBMIT A COPY OF YOUR VALID DRIVER'S LICENSE.**

Accepted:  
Millennium Trust Company, LLC

By: \_\_\_\_\_ Account No.: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE:**

This Adoption Agreement, Attachment A, the Custodial Agreement and the Disclosure Statement were sent to the last known address of the IRA Owner as provided by the plan sponsor for review and acceptance on \_\_\_\_\_, \_\_\_\_\_. Any corrected or updated information received by the Custodian from the IRA Owner will be updated in the Adoption Agreement and IRA records.