



820 Jorie Blvd. Suite 420
Oak Brook, IL 60523
630.368.5600 Telephone
630.368.5699 Fax

www.mtrustcompany.com

ROTH IRA DISCLOSURE STATEMENT

Information on Federal Tax Law for Roth IRAs

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

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

Item I - The Right to Revoke the Account

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

Item II - Roth IRA Contributions

Subject to income eligibility, you can make annual contributions of up to \$5,000 in 2010 and 2011. Thereafter, the limits will be indexed for inflation annually. Annual contributions can be made regardless of your age, even after age 70½.

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

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

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

Item III - Excess Contributions

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

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

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6 percent penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10 percent penalty tax on any gains or earnings earned on the excess, unless you are older than age 59½ or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes of the following year, you will have to pay a 6 percent penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA. In addition, the following rules generally apply:

- (a) If your total IRA contribution was less than your maximum contribution amount, you do not owe the 10 percent penalty tax if you remove the excess. The amount removed will not be considered taxable income.
- (b) If your total IRA contribution was more than your maximum contribution amount, you will owe the 10 percent penalty tax, unless you are age 59½ or older or permanently and totally disabled.



Item IV - Roth IRA Distributions

You can take money out of your Roth IRA at any time. However, your withdrawal is subject to a tax penalty if you take a distribution from your Roth IRA before (a) age 59 ½ (unless you are disabled or meet the qualified first-time homebuyer exception) and (b) the end of the five-year holding period. Regardless of when you take out your money, you do not pay income tax on the amount of any Roth IRA contribution that you withdraw as Roth contributions are after-tax contributions. You may be taxed, however, when you remove any gains earned on your contributions. If you become disabled you must provide the Custodian written notification of your disability. If you request a distribution and you are disabled, your distributions shall begin forty-five (45) days after receipt of the written notification of your disability.

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

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

Item V – Rollover IRA Rules

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

Rollovers of distributions from designated Roth accounts (such as your Roth 401(k) account) can be made to your Roth IRA. Once the designated Roth account is rolled into a Roth IRA, the Roth IRA rules apply. For example, the five-year holding period for making qualified distributions is determined independently from the rules under a Roth 401(k) plan, and the special Roth ordering rules determine the taxation of those distributions.

Roth IRA distributions can never be rolled into a designated Roth account.

The Pension Protection Act of 2006 provides that distributions from qualified plans can be rolled over directly to a Roth IRA, subject to rules that apply to rollovers from a traditional IRA into a Roth IRA. For example, a rollover from a qualified plan into a Roth IRA is includible in gross income (except to the extent it represents a return of after-tax contributions), and the 10% premature distribution tax does not apply. You should contact your tax advisor with any questions.

You can convert amounts from a Traditional IRA (including SEP and SIMPLE-IRA) to a Roth IRA. If you are age 70½ or older, the amount of your required minimum distribution from a Traditional IRA also does not count toward the MAGI limit to determine if you are eligible to convert. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within 60 days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the rollover is made, except in 2010 you may choose to apply the taxes to 2011 and 2012. The 10 percent penalty tax does not apply to amount converted.

Item VI - Prohibited Transactions

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

Item VII - Beneficiaries

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

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

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

children who survive you, the assets in your Roth IRA will be paid to your estate.

Item VIII - Self-Direction Requirements

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

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

Item IX - Approved Form

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

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

Item X - No Tax Advice

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

IRA-006

Company, LLC does not render tax or legal advice.

Item XI - Fee Disclosure, Referral Fees, Fund Custodian

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

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

In addition to acting as custodian for your IRA, the Custodian may act as custodian for various privately placed hedge funds and other pooled investments (each a "Fund"). If you direct an investment in your IRA into such a Fund, the fact that Millennium Trust Company is the Fund's custodian is required to be disclosed to you by that Fund. In that situation, both your IRA statement and your statement from the Fund's custodian as to the assets held by the Fund will come from Millennium Trust Company.

Item XII - Privacy Disclosure

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

Item XIII - Information the Custodian Collects About You

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

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

Item XIV - No Disclosures Outside of Exceptions

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

Item XV - Confidentiality and Security

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

Item XVI - Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and

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

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

Item XVII - Acknowledgement

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