

Form 5305-RA (Rev. April 2017)
Department of the Treasury
Internal Revenue Service

Under Section 408A of the Internal Revenue Code
DO NOT FILE WITH THE INTERNAL REVENUE SERVICE

Pursuant to a written agreement between Millennium Trust Company, LLC, an Illinois limited liability company (hereinafter called the "Custodian") and the plan sponsor and/or plan administrator of a retirement plan (hereinafter called the "plan sponsor") by which the plan sponsor had the sole responsibility (i) to direct the initial investment of the funds in each IRA, and (ii) to determine that the investment selected by the plan sponsor satisfies the fiduciary responsibility provisions of 404(a) of the Employee Retirement Income Security Act of 1974, as amended, and Title 29 of the Code of Federal Regulations Section 2550.404a-2 or 404a-3, as applicable, and in accordance with Section 401(a)(31)(B) of the Internal Revenue Code, the plan sponsor made a distribution in a direct rollover to the Custodian on behalf of a former participant in the plan who did not elect to have such a distribution 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. This Automatic Rollover Roth IRA Custodial Agreement (hereinafter called the "Agreement") governs the Automatic Rollover Roth Individual Retirement Account (hereinafter called the "Custodial Account" or "Account") established under Section 408A of the Code with the Custodian by the plan sponsor, including the plan sponsor's direction with respect to the initial investment of the Account, acting in the name of, on behalf of and for the benefit of the individual (hereinafter called the "Account Owner" or "you") for whom the direct rollover was made. The Account Owner information was provided by the plan sponsor from the most recent records of the plan sponsor and the employer. The Custodian shall provide all services as described herein based upon the Account Owner information provided by the plan sponsor and as updated by the Account Owner from time to time. The Custodian shall be fully protected in relying on the accuracy of the Account Owner information provided by the plan sponsor and Account Owner and shall not be responsible for any losses, damages, taxes, interest, penalties or other similar expenses resulting from the plan sponsor's or the Account Owner's failure to provide the Custodian with accurate, complete and updated information. Pursuant to this Agreement the Custodian provides financial services solely in the capacity of a directed custodian.

This Agreement includes the text of Internal Revenue Service ("IRS") Form 5305-RA (Rev. April 2017, as modified to reflect an automatic rollover contribution 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, and to reflect other changes as deemed necessary and appropriate by the Custodian in its sole discretion in the manner as permitted under IRS Form 5305-RA under Section 408A of the Internal Revenue Code.

Article I

Except in the case of a rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$5,500 per year for tax years 2013 through 2018 and \$6,000 for 2019. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$6,500 per year for tax years 2013 through 2018 and \$7,000 for 2019. Thereafter, 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 depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$120,000 and \$135,000 for 2018 and an AGI of \$122,000 and \$137,000 for 2019; for a married depositor filing jointly, between AGI of \$189,000 and \$199,000 for 2018 and an AGI of \$193,000 and \$203,000 for 2019; and for a married depositor filing separately, between AGI of \$0 and \$10,000 for 2018 and 2019. Adjusted gross income is defined in section 408A(c)(3).

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Account Owner and his or her spouse.

Article III

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

Article IV

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

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

Article V

1. If the Account Owner dies before his or her entire interest is distributed to him or her and the Account Owner's surviving spouse is not the designated beneficiary, the remaining interest

will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:

- (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Account Owner's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Account Owner.
- (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Account Owner's death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Account Owner's death and subtracting 1 from the divisor for each subsequent year.

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

Article VI

1. The Account Owner agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).

2. The Custodian agrees to submit to the IRS and Account Owner the reports prescribed by the IRS.

Article VII

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

Article VIII - Amendments

This Agreement will be amended from time to time to comply with the provisions of the Internal Revenue Code ("Code") and related regulations. As permitted under the appropriate IRS model form, Millennium Trust Company, LLC has added additional provisions to the Agreement.

Without prior notice to or consent of the Account Owner or Account Owner's beneficiaries, the Custodian may amend this Agreement from time to time in order to comply with the provisions of the Code and related regulations. Notice of such amendment will be sent to the Account Owner within thirty (30) days after such amendment is to be effective.

The Custodian may also amend this Agreement for any other reason without the consent of the Account Owner or the Account Owner's beneficiaries; provided notice of such amendments are sent to the Account Owner thirty (30) days before the date such amendment is to be effective. Pronouns herein shall refer to both male and female Account Owners.

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

1. The Custodian is authorized and empowered to receive from the retirement plan in which the Account Owner was formerly a participant a rollover contribution to the custodial account representing the Account Owner's entire vested interest from

such plan. Notwithstanding anything herein to the contrary, the Custodian has initially invested the automatic rollover contribution as directed by the plan sponsor and the provisions of this Article shall govern the investment of the Custodial Account until such time as the Account Owner or the duly authorized agent, shall direct the Custodian to invest such sums or assets in other investment vehicles as provided hereunder.

2. At and after such time as the Account Owner or the duly authorized agent shall direct the Custodian to invest funds or assets added to the Account by or on behalf of the Account Owner in other investment vehicles as provided hereunder, the Custodian is authorized and empowered:

(a) To hold funds received from time to time from the Account Owner or other source, such as rollovers and IRA-to-IRA transfers, including in-kind transfers, on behalf of the Account Owner which shall, when aggregated with any interest or other income earned thereon, be collectively referred to as the Custodial Account. The Custodian may refuse to accept any in-kind transfer of any specific asset or assets. The Custodian shall be empowered to hold any and all funds or cash received from the Account Owner, or other sources during its administration of this Custodial Account in any one or more accounts, with any banking or savings institution, subject to all rules and regulations of the institution and applicable law governing the administration of such accounts in any one or more money market mutual funds, subject to all rules and regulations of said money market mutual funds and applicable law governing the administration of money market mutual funds, for the benefit of the Account Owner, until such time as the Account Owner or his duly authorized agent, shall direct the Custodian to invest such sums in other investment vehicles as authorized hereunder. If the Custodian shall have agreed to accept assets in-kind, including annuities, those assets shall be held in the Custodial Account without change and the Custodian shall not have any responsibility for their investment except to follow the directions of the Account Owner or the authorized agent.

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

(c) To collect any income generated from the property and add such sums to the Custodial Account; to make payments, disbursements or distributions from the fund as directed by the Account Owner or the authorized agent, or as provided under the provisions of this Agreement; to purchase, sell,

convey, assign, exchange, mortgage or pledge any property in the Custodial Account in such manner and upon such terms as instructed by the Account Owner, and in conformity with the terms of this Agreement and federal regulations of Individual Retirement Accounts.

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

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

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

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

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

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

agrees to indemnify the Custodian for any liability incurred due to failure to file.

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

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

8. The Custodian may respond to any subpoena without prior notice to the Account Owner. If the Account Owner has designated a registered investment advisor, broker, or any advisor on his Account, Account Owner authorizes Custodian to release the Account Owner's personal and Account information to the advisor's or broker's regulators upon receipt of the regulator's written request for information.

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

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

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

12. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Account Owner's tax identification number or the tax identification number of the beneficiary must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties. The Account Owner is advised that a withdrawal from the SSAF may result in a potential distribution delay. The Account Owner may confirm the applicability of a potential distribution delay by contacting Standard directly or a Millennium Trust Client Service Representative.

13. Account Owner agrees that the Custodian has no duty to inform the Account Owner of any information on an asset held in

the Custodial Account which the Custodian may have learned in connection with another account or client or from any source other than in the operation of the Account Owner's Custodial Account.

14. The Account Owner acknowledges that certain transactions are or may be identified by the IRS as abusive tax shelter schemes or transactions. The determination of a listed or reportable transaction may depend upon the facts and circumstances that surround the particular transaction. The Custodian shall have no responsibility for determining whether any investment or transaction involving or relating to the Account or its assets or income constitutes a "listed transaction" or "reportable transaction," as defined in the Code and regulations or other pronouncements by the United States Treasury or Internal Revenue Service, which result in reporting requirements and adverse consequences for failing to comply with any applicable reporting or other requirements. The Account Owner agrees to consult with his own tax or legal advisor to ensure that listed or reportable transactions related to the Account are identified. The Account Owner agrees to report each listed or reportable transaction to the IRS as the entity manager who approved or caused the IRA to be a party to the transaction using IRS Forms 8886-T and 8886, to pay any applicable excise taxes using Form 5330, and to disclose to the Custodian that such transaction was a prohibited tax shelter transaction, and to direct the Custodian to any necessary corrective action to be taken by the Account. The Custodian shall not be responsible for any adverse consequences or for failing to comply with any applicable reporting or other requirements on behalf of the Account Owner and/or other persons relating to any such listed or reportable transaction.

Article X – Investment of the Account, No Custodian Responsibility

1. Subject to Section 2 below, the Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Custodial Account. The Account Owner accepts full and sole responsibility for the success or failure of any selection made. It is the Account Owner's responsibility to understand the nature of the investments, the principals and risks involved with the investments chosen by the Account Owner. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment. The Custodian is not responsible for doing any due diligence as to any investment or possible investment. Notwithstanding the foregoing, until the Account Owner directs otherwise, the Account Owner is deemed to direct the Custodian to invest the assets in the Custodial Account in the manner as described in the Article titled, "General Powers and Duties of the Custodian and Limits Thereon".

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

3. The Custodian shall not be liable for the acts or omissions of the plan sponsor or its agent, or the Account Owner or your agent. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the plan sponsor, Account Owner or the authorized agent directs the Custodian to make or which is made or held under the terms of the Article titled, "**General Powers and Duties of the Custodian and Limits Thereon**" of this Agreement, including with limitation, the initial investment of the Account at the direction of the plan sponsor. The Custodian will not act as an investment advisor to the Account Owner and shall not have any duty to question, review or investigate the Account Owner's or the authorized agent's directions regarding the purchase, retention or sale of any asset. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by the plan sponsor or by a former custodian or trustee of any qualified plan or IRA which has transferred all or any portion of its assets to Millennium Trust Company, LLC. The Custodian does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed by the plan sponsor or a former custodian or trustee of the plan which has transferred assets to the Custodian.

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

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

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

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

Article XI – Prohibited Transactions

Certain transactions are deemed to be "prohibited transactions" in IRAs under Section 4975 of the Code. The determination of a prohibited transaction depends on the facts and circumstances of the particular transaction. Generally, a prohibited transaction involves any improper use of your IRA by you, your beneficiary, or any disqualified person. Examples of prohibited transactions include: a) taking a loan from your IRA; b) personal use of real estate held within the IRA; or c) the Account Owner's personal receipt of commissions based on or due to IRA investments. If

your Account is involved in a prohibited transaction at any time during the year, the Account stops being an IRA as of the first day of that year and IRS taxes and penalties may apply. It is the Account Owner's responsibility to pay all taxes and penalties that are incurred due to a prohibited transaction with the IRA. Custodian shall not be held liable for losses, taxes, penalties or other consequences resulting from any IRA investment or transaction that constitutes a prohibited transaction. The Custodian is not responsible to alert you to actions that may lead to or involve a prohibited transaction. You acknowledge and agree that the IRS places certain reporting requirements upon the Custodian as to prohibited transactions.

It is the responsibility of the Account Owner and not the Custodian to determine whether any investment or transaction directly or indirectly involving or relating to the Custodial Account or its assets or income constitutes a prohibited transaction. Account Owner will consult with tax or legal professionals to determine whether any IRA investments and any transactions concerning the Custodial Account or its assets or income will create a prohibited transaction. Custodian reserves the right to request certification from the Account Owner that the direction provided by the Account Owner does not create a prohibited transaction. If such certification is not forthcoming, Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification does not represent that the Custodian has concluded that no prohibited transaction exists or that the Custodian has even reviewed the transaction in question.

If you pledge any portion of your IRA as collateral for a loan, the amount pledged will be treated as an IRA distribution that must be included in your gross income.

Article XII – Other Administrative Powers and Duties of the Custodian

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

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

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

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper administration of the Custodial Account assets. In the

performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Account Owner.

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

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

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

Article XIII – Designation of Beneficiaries

The Account Owner can designate future beneficiaries:

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

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

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

(b) If no beneficiary should survive the Account Owner, or all beneficiaries renounce their rights to receive any benefit from the Custodial Account, or in the absence of a valid beneficiary

designation on file with the Custodian at the time of death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of the Account Owner's Custodial Account to the beneficiary or beneficiaries in the following order of preference:

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

provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of the Account Owner's death (or that of the Account Owner's designated beneficiary) and previous to the distribution of the Account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Account Owner (or the Account Owner's designated beneficiary) the Custodian shall have no higher duty than the exercises of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this section, the Custodian shall be fully and forever discharged from all liabilities respecting such Custodial Account.

Article XIV – Distributions

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

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

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

business hours.

2. The Custodian may grant online account access to the Account Owner or his authorized agent through the Custodian's website. The website can be made available for view access only or to allow the Account Owner or his authorized agent to place trades as well as execute certain other Account related services online. Pursuant to Section 5 below, the values shown online or on any statement for each asset in the Custodial Account may not reflect the current values; and the Account Owner or his authorized agent should not rely on any value shown online or on a statement when making investment decisions, especially concerning Alternative Assets and brokerage accounts. Custodian does not guarantee the performance or privacy of the online system or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond Custodian's control. Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by the Account Owner or his authorized agent, or for any loss for any reason associated with website or online access or use by the Account Owner or his authorized agent.

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

The Account Owner recognizes and agrees that information available online is not provided in real time.

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

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

5. It is a requirement that the Account Owner receive a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV must be provided by the following January 31. This FMV shall be furnished to the Account Owner in the Custodian's regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Account Owner with other Account statements periodically during the year. For securities that have publicly available quoted prices, the Custodian will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources the Custodian believes to be reliable, the Custodian cannot guarantee their accuracy. Where a brokerage account (including an account that is used to trade in futures) is held as an asset of the Account at a broker, the Custodian's reported FMV

shall reflect only the total value of the brokerage account as reported by the brokerage firm to the Custodian for that Account.

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

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

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

The Custodian shall not be responsible in any way for determining the amount of the rollover distribution due the Account Owner from any retirement plan, the permissible amount of contributions; the collection of contributions to the IRA under this Agreement; the selection, retention or disposition of the investments of the Custodial Account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the Account Owner's or the authorized representative's request. The Custodian will be under no duty to take any action other than as herein specified with respect to the Custodial Account unless the Account Owner or the Account Owner's authorized agent furnishes the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian will not be obliged to determine the accuracy or propriety of any such directions and will be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian will not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions. Custodian will not be held liable for negative balances due to the investment decisions of the Account Owner or his authorized agent.

In consideration of the Custodian's continued maintenance of the Custodial Account and other valuable consideration, the sufficiency of which is hereby acknowledged, the Account Owner, on behalf of himself, his representatives, successors and assigns hereby agrees at all times to fully indemnify and hold Custodian, its directors, officers, employees and agents, harmless from and against any and all losses, costs, suits, actions, claims, liabilities, and expenses, including reasonable attorneys' fees and disbursements of counsel (collectively, "Damages") of any character, type or description resulting from or arising out of: (i) the performance or non-performance of the Account Owner's duties and obligations under this Agreement; (ii) any actions or omissions of the Custodian, arising out of or resulting from the Custodian's execution of any direction to so act or fail to act provided by the Account Owner or his authorized representative, including withdrawals and investment instructions; and (iii) the

prosecution or defense of any legal action involving the Custodial Account including, without limitation, claims asserted by you; except, Damages resulting from or arising out of the gross negligence or willful misconduct of the Custodian. In no event will the Custodian be liable for consequential, indirect, special or punitive damages, regardless of whether the Custodian is advised of the possibility of such damages and regardless of whether such liability is based on breach of contract, tort or otherwise. The Custodian will not be responsible for any taxes, penalties, judgments, investment losses, and expenses incurred by the Custodial Account. The indemnification obligations of the Account Owner will survive the termination of the Agreement.

Article XVIII – Resolving Disputes and Binding Arbitration

The Account Owner, his or her authorized representatives, or designated beneficiaries and Custodian must first attempt in good faith to resolve by negotiation any dispute arising out of or relating to this Agreement. In the event that the Account Owner and Custodian are unable to resolve their dispute by negotiation, any controversy, claim, counterclaim, crossclaim, or other dispute arising out of or relating to this Agreement or the breach, termination, interpretation or validity thereof, including the determination of the scope or applicability or enforceability of this Agreement to arbitrate, whether sounding in tort, contract or statute, must be settled by individual, confidential, binding arbitration before a sole arbitrator, in accordance with the laws of the State of Illinois for agreements made in and to be performed in Illinois. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

Any and all claims arising out of or relating to this Agreement are barred unless an arbitration is filed within two (2) years from the date that the Account Owner knew of the facts giving rise to such claim or claims.

If the Account Owner files arbitration against the Custodian, the proceedings and hearings in the case will take place only in Chicago, Illinois if the amount of the claim is \$50,000 or more; and the proceedings and hearings in the case will take place only in the city with a United States District Court nearest to the residence of the Account Owner if the amount of the claim is less than \$50,000. If the Custodian files arbitration against the Account Owner, the proceedings and hearings in the case shall take place only in the city with a United States District Court nearest to the residence of the Account Owner.

The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. In the event of an arbitration, certain fees, expenses and costs will be required to be paid by you based on the JAMS rules. Disputes will not be resolved in any other forum or venue. The parties agree that any arbitration will be conducted by a retired judge who is experienced in dispute resolution. Pre-arbitration discovery will be limited to the greatest extent provided by the rules and protocols of JAMS. Motions for summary disposition of a particular claim or issue will be permitted to the greatest extent allowed by the rules and protocols of JAMS.

The arbitration award will not include factual findings or conclusions of law, and no consequential or punitive damages will be awarded. The arbitrator will not have any power or authority to render any award or issue any order at any time except as permitted in this Agreement. The award of the arbitrator will be binding on both parties, is not appealable, and may not be disputed in any court. Notwithstanding any other

rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction for this limited purpose only. The arbitrator will have the authority to award reasonable attorneys' fees and costs, including the costs of the arbitration, to the prevailing party. The Account Owner and his or her authorized representatives, or designated beneficiaries agree that claims and disputes may only be brought to arbitration in his or her individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The prevailing party in any judicial motion to compel arbitration or confirm or enforce an arbitration award rendered pursuant to this paragraph shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-moving party.

If any part of this article is held to be illegal, unenforceable, or invalid, the remaining parts will not be affected and will remain in full force and effect.

Article XIX – Administrative Expense and Custodian Fees

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

Article XX – Removal and Appointment of Successor Custodian

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

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

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

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

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

In such cases that the value of the Custodial Account becomes worthless, or results in a negative balance, the Custodial Account will be closed.

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

Article XXI – Notices, Electronic Signature and Transactions

Any notice required or permitted under this Agreement must be in writing and will be effective upon the earlier of actual receipt, five (5) business days following deposit into the United States Mail (postage prepaid), the next business day following deposit with a nationally recognized overnight courier service, or the same day following transmission of an electronic mail message ("E-mail") or legible facsimile copy during regular business hours; in each case, with delivery fees prepaid and addressed to the Account Owner at its last known address contained in the records of the Custodian or the Custodian at its place of business or at such other address as either party may notify the other of from time to time in accordance with this Article. For all purposes of

this Agreement, an E-mail transmission is deemed to be in writing and the term "address" includes a party's E-mail address. Notwithstanding the foregoing, any direction for an act or omission provided by the Account Owner shall not be deemed delivered until such direction is actually received by the Custodian at its place of business. Each party is entitled to rely on the information disclosed to the other until it has received written notice of a change in such information and has had a reasonable period of time to react thereto.

The Custodian will not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it will be sufficient that such document is delivered to it by one of the parties as herein required and that the same must be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Custodian will be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as required by this Agreement.

If Account Owner has consented to the terms and conditions of Custodian's Consent to Conduct Transactions Electronically And To Receive Electronic Disclosures and Notices (the "Electronic Disclosure"), Account Owner has agreed that (a) all Account statements; disclosures; Account Owner directions and other transactions; notices to the Account Owner will be provided electronically as consented to and described in the Electronic Disclosure, and (b) the Account Owner's use of an electronic signature serve as an "original" signature and will bind the Account Owner to the terms of any document executed by Account Owner with an electronic signature. The Account Owner and Custodian retain their respective rights as provided in the Electronic Disclosure.

If the Account Owner has not consented to the Electronic Disclosure or later withdraws consent, then any notice provided by the Custodian to the Account Owner for any circumstance shall be sent to the last known address of the Account Owner by regular mail, and for purposes of this Agreement shall be considered delivered as of the date of the mailing. The Account Owner will be responsible to notify the Custodian of any changes of address.

Article XXII – Applicable Law

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

Article XXIII – Account Owner Representations

Account Owner represents and warrants that any information given or that will be given with respect to this Custodial Account is complete and accurate. Further, Account Owner agrees that any directions Account Owner, or Account Owner's authorized agent give the Custodian, or any actions Account Owner, or Account Owner's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be

responsible for losses of any kind that may result from such directions to the Custodian or from the Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

Article XXIV – Employer Contributions

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

Article XXV – Third Party Actions

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

Article XXVI—Cash Sweep Program, Mutual Fund Fees

1. As provided in the above Article titled "**General Powers and Duties of the Custodian and Limits Thereon**", the initial funds in the Account are to be invested as the plan sponsor directed as of the date of the establishment of the Account for and on behalf of the Account Owner until such time as the Account Owner shall direct otherwise; provided that any uninvested cash held in the Account will be held in one or more FDIC-insured, interest-bearing bank demand accounts ("Bank Accounts") at banks which are not affiliated with the Custodian. These Bank Accounts are made available through the Custodian's Cash Sweep Program ("Program"). In addition, regardless of the initial investment directed by the plan sponsor, at any time after the Account Owner or his or her duly authorized agent has directed the Custodian to invest Account assets in other investment vehicles as provided hereunder, any uninvested cash held in the Account shall be held in the Bank Accounts under the Program.

2. The Program uses Bank Accounts at various unaffiliated banks to hold cash for your Account, in order to avail your Account of the benefit of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). Under the Program, the cash held for your Account is automatically spread among unaffiliated banks participating in the Program in an effort to maximize the availability of FDIC insurance for the cash held in your Account. The operation of placing and removing funds to or from the banks is automatic without any additional direction from you. The maximum amount of cash that you may hold in the Program is subject to a cap determined by the Custodian (the "Cap Amount"), which may vary over time as the number of banks available through the Program changes. Should at any point the otherwise idle cash in your Account exceed the Cap Amount, the Program will automatically invest the excess uninvested cash in the Federated Government Obligations Fund ("Fund") – Trust Shares. The current maximum amount of cash eligible for FDIC insurance through the Program

at any point in time and the Fund prospectus is available by contacting a Millennium Trust Client Service Representative.

3. You will receive interest on the amounts that you hold in the Bank Accounts at each Bank that participates in the Program. The interest rate paid on each Bank Account is set by each bank independently based on the environment interest rates and competitive market conditions. The interest rates will vary over time, and the interest rates offered by each bank can and will differ from that of the other banks. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. This type of multiple bank program, with its increased FDIC insurance protection, could not be offered efficiently if it were subject to change with every fluctuation of interest rates paid by or between the banks. The banks and the number of banks in the Program will change over time and your account will have some portion of its otherwise uninvested cash in the individual banks participating in the Program. The current interest rates and list of banks participating in the Program are available by contacting a Millennium Trust Client Service Representative.

4. Deposits in the Bank Accounts constitute obligations of the banks participating in the Program and are not directly or indirectly obligations of Millennium Trust Company, LLC. You will not have an individual account at any participating bank. Rather, your Account funds deposited at a particular bank will be aggregated with the deposits of other Millennium Trust custodial clients that participate in the Program.

5. The Custodian receives compensation for servicing and administering the Program and rendering other services in connection with custody of the Account. Such compensation is deducted directly from the interest paid by the unaffiliated banks participating in the Program on amounts attributable to your Account, with the difference being credited to your Account on a monthly basis. The net amount of interest credited to your account after deduction of such compensation, expressed as an annual percentage of the average cash balance attributable to your Account in the Program for the applicable month, is referred to as the "Crediting Rate". The amount of compensation received by the Custodian for any monthly period equals the difference between (a) the interest paid by such unaffiliated banks on the average cash balance attributable to your Account for such month, less (b) the net interest that the Custodian credits to your Account based on the Crediting Rate in effect for that month. The Crediting Rate is reviewed and revised periodically by the Custodian. For any period, the Crediting Rate will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings accounts with deposits of less than \$100,000 for that period, as published by the FDIC. You may request the current Crediting Rate by contacting a Millennium Trust Client Service Representative. Accounts that close during a month will not be credited with any interest earned for that

month. In such circumstances, the amount of compensation earned by the Custodian will fully offset any interest earned by the Account for that partial month from unaffiliated banks participating in the Program.

6. Information on FDIC insurance coverage is available at www.fdic.gov. Deposits in the Bank Accounts are eligible to be insured by the FDIC, subject to the terms and conditions set by the FDIC, an independent agency of the U.S government, and the terms and conditions set forth in this Custodial Agreement. Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the Program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to your IRA at Millennium Trust Company, LLC. Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the Program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to your IRA at Millennium.

7. The Custodian may receive fees from various mutual funds in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is as permitted by law or regulation and the fund's prospectus and may change over time. These fees along with the investment management and other operating expenses of the mutual fund are deducted by the fund directly from each fund's earnings and the net amount is paid to your Account monthly.



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AUTOMATIC ROLLOVER ROTH IRA DISCLOSURE STATEMENT

Information on Federal Tax Law for IRAs

This Disclosure Statement is a summary of the requirements for the Millennium Trust Company, LLC Automatic Rollover Roth Individual Retirement Account (hereinafter "Custodial Account or Account"), pursuant to Internal Revenue Service ("IRS") Regulations which require that the information contained herein be given to individuals for whom an individual retirement account is established. This Disclosure Statement is provided to all Custodial Account Owners for whom an Account is established by a plan sponsor/plan administrator ("plan sponsor") in accordance with the disclosure requirements under Section 408 of the Internal Revenue Code of 1986, as amended ("Code").

Pursuant to the distribution rules of Section 401(a)(31)(B) of the Code, an automatic rollover Account was established by the plan sponsor in your name and on your behalf because you did not elect to have such distribution 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 the Account in your name and on your behalf and deposited the full amount of your distribution from the plan into the Account. You are the owner of the Account (hereinafter "Account Owner").

The information regarding the Account Owner (hereinafter "Account Owner Information") was received from the plan sponsor and the employer based upon their most recent records. Pursuant to the automatic rollover rules of 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 the Account was established by the plan sponsor, Millennium Trust Company, LLC, as Account custodian, (hereinafter "Custodian") has necessarily relied upon the information provided by the plan sponsor about you. As Account Owner, you are responsible for carefully reviewing this information and making any necessary corrections, signing the IRA Form and submitting it along with correct and updated information to the Custodian. If you fail to provide the Custodian with accurate information, the payment of the Account proceeds to you may be delayed or, if the Custodian is unable to locate you, may be forfeited under state abandoned property laws.

You have the right and responsibility to direct the investment of the Account. You may appoint an authorized agent to oversee these investments by completing and submitting a Third Party Authorization Form. The plan sponsor acting in your name and on your behalf has previously directed the Custodian with respect to the initial investment ("Initial Investment") of your Account. If you do not give investment directions to the Custodian, you will be deemed to have directed the Custodian that the Account proceeds remain invested in the Initial Investment directed by the plan sponsor.

The Initial Investment may or may not be consistent with your investment goals. You are advised to consult your tax and investment advisors, make investment decisions and direct the Custodian as to the investment of your Account to ensure that your Account's assets are invested in a manner that is consistent with your investment goals. You may direct the Custodian to invest funds in your Account from additional contributions, qualified transfers or rollovers, or withdrawals from the Initial Investment in traditional assets. As described in the Automatic Rollover Roth IRA Custodial Agreement ("Agreement"), the Custodian assumes no responsibility for the investment of the Account.

As owner of the Account, you may designate one or more beneficiaries to the Account in the event of your death by completing the appropriate section on the IRA Form. If the Custodian does not have a proper designation on file at the time of your death, the Account will be paid as described in the Article titled, "Designation of Beneficiaries" of the Agreement. Such payment may or may not be consistent with your overall estate plan. You are advised to consult your tax and legal advisors, make beneficiary decisions, designate beneficiaries in the IRA Form and submit the completed and signed IRA Form to the Custodian to ensure your Account proceeds are paid to the beneficiary of your choice at your death.

Your signed IRA Form represents your acknowledgement of receipt of this Disclosure Statement. However, if you do not sign and submit the IRA Form, the Custodian will rely on the information in the IRA Form as if you submitted and certified the information yourself by signing the IRA Form and you will be deemed to have received this Disclosure Statement.

Terms defined in the Automatic Rollover 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 of notification that this Account was established. If you exercise this right you are entitled to a return of the amount contributed to the Account without penalty, service charge or administrative expense. If you do not exercise this right within seven days of the date of notification it is assumed that you will have accepted the terms and conditions of the Account the plan sponsor has established in your name and on your behalf. To revoke this Account simply notify the Custodian in writing. Written notices must be sent by first class mail and will be accepted as the date such notice is postmarked.

Item II – Roth IRA Contributions

Subject to income eligibility, you can make annual contributions of up to \$5,500 for 2018 and \$6,000 for 2019. 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 Account at any time. However, your withdrawal is subject to a tax penalty if you take a distribution from your Account before (a) age 59½ (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 because 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 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 59½ 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. Distributions which are funded from the PGF may or may not be subject to a four percent (4%) withdrawal charge imposed under the Contract.

If you are under 59½ a 10 percent penalty tax 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 re-characterize 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 or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from 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 within a 12 month period. 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 percent penalty 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. 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. Prior to 2018, certain Roth IRA conversions were eligible to be recharacterized. A Roth IRA conversion made after January 1, 2018 may not be recharacterized. The amount you convert will be taxable in the year the distribution is made. 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 IRC Section 4975, the Account (or the portion of the Account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take

whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the Account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

Item VII – Beneficiaries

You can name one or more beneficiaries to whom the balance of your Account will be paid when you die. To do so, just fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received and accepted 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 us. You can use a new designation to revoke your prior designation in whole or in part.

If the Account 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 Account to your spouse first, if he/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 Account will be paid to your estate.

Item VIII – Self-Direction Requirements

Under the Millennium Trust Company, LLC Automatic Rollover Traditional IRA 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 Account will remain invested in the Initial Investment or as otherwise provided in the Article titled, "General Powers and Duties of the Custodian and Limits Thereon" of the Agreement, and the Custodian will not make or dispose of any investments or distribute any funds held in the Account, except Custodian may liquidate assets, chosen at 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 Account'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.

Except as provided in the Article titled, "General Powers and Duties of the Custodian and Limits Thereon" of the Agreement, the assets in your Account will be invested only in accordance with directions received from you or your authorized agent. Millennium Trust Company, LLC offers no investment management, recommendations, or investment advice as to which investments might be best for your Account. As a 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 individual 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 account are allocated to that account. Your fees are for custodial and administrative services. The Initial Investment for your Account was directed by the plan sponsor. The Custodian did not advise on the selection nor sell or market the Initial Investment.

Item IX – Approved Form

The Millennium Trust Company, LLC Automatic Rollover Roth IRA Custodial is treated as approved, as to the form, by the IRS since it utilizes precise language of Form 5305-RA, currently provided by the IRS, 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 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 Account. However, the fact that IRA state tax laws vary should be noted by you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District Office of the IRS. See in particular IRS Publication 590 (Individual Retirement Arrangements). Millennium Trust Company, LLC does not render tax or legal advice.

Item XI – Fee Disclosure

In connection with the Account, you agree to pay the fees set forth on the IRA Fee Schedule.

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

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. Millennium's Privacy Policy, as posted on our website, serves 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 non-public information about you from information the Custodian receives from you on applications or other forms and 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 Account 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 Account; 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 non-public personal information about you and the Account to those employees, vendors and agents who need to know that information to provide products or services to the Account. Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your non-public 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 or upon contact, the person for whom an IRA has been opened by a plan sponsor.

What this means for you is that when Custodian makes contact with you, 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 clear copy of your unexpired government issued identification card.

Item XVII – Acknowledgement

By signing the Automatic Rollover IRA Form, you acknowledge the opening of the account and agree to be bound by the terms of the Agreement including this Disclosure Statement. You agree to read and abide by the Agreement, this Disclosure Statement, and the Privacy Policy. Although not a part of the 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 Account, if deemed necessary at a future time.