



A Division of Equity Trust Company

HOW TO ESTABLISH A SIMPLE SELF-DIRECTED IRA ACCOUNT UNDER THE PROGRAM IRA ARRANGEMENT FOR REALTY CAPITAL SECURITIES INVESTORS



APPLICATION INSTRUCTIONS AND GUIDELINES

IMPORTANT! Sterling Trust does not investigate, sponsor, or endorse any investment product. You assume sole responsibility for the success or failure of your investments. All Sterling Trust accounts are self-directed, and you are responsible for directing the investment of assets in your account. Sterling Trust does not provide any investment advice, or recommend or evaluate the merits or suitability of an investment.

If Sterling Trust's services were suggested by a financial representative, such person is not an agent, employee, representative, or affiliate of Sterling Trust. Sterling Trust is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative.

- Section 1:** Complete the Account Holder information.
Account Holder Information
- Section 2:** If you would like to have your request expedited, choose that option here. Please designate the form of payment for processing fees.
Expedited Processing
- Section 3:** Please designate your beneficiaries. If designating a beneficiary, all information is required to prevent a delay in processing your application. If you are currently married and live in a community or marital property state and your spouse is not being named as beneficiary, your spouse must sign consent.
Beneficiary Designation
- Section 4:** How will you fund your account? Please choose the funding option.
Fund your Account
 - If by check, please make check payable to **Equity Trust Company**.
 - If you wish to have your IRA funds transferred from an existing IRA account held with another firm to your Sterling Trust IRA, or rolled over directly to your Sterling Trust IRA, complete and sign the **Account Transfer Form**. If rolling over from an employer-sponsored plan, check with the plan administrator for any additional requirements.
- Section 5:** Complete the account information section. If your employer's SIMPLE plan permits you to select your own financial institution to serve as custodian of your SIMPLE IRA and your employer has not completed our **SIMPLE Retirement Plan Adoption Agreement**, then your employer must complete the **Summary Description for Non-Designated Financial Institution (Non-DFI)** form. This form should be included with your **SIMPLE IRA Adoption Agreement** when mailed to Sterling Trust.
Account and Custodian Information
- Section 6:** Choose the fee schedule that best fits your needs, based on the investment(s) you plan to hold. See Sterling Trust's **IRA Fee Schedule** for complete details.
Select your Fee Schedule

Investments not FDIC insured ♦ Investments not guaranteed ♦ Investments may lose value



A Division of Equity Trust Company

P.O. Box 2526, Waco, TX 76702-2526
PHONE: 800-955-3434 (option 2), 254-751-1505 (option 2)
FAX: 254-751-0872
E-MAIL: IRAServices@SterlingTrustCompany.com

HOW TO ESTABLISH A SIMPLE SELF-DIRECTED IRA ACCOUNT for Realty Capital Securities Investors page 2 of 3

Section 7: Fees

Please choose payment options for the new account fees and your subsequent annual maintenance and special services fees.

- Your account Establishment Fee and First Year Annual Fee as shown in the IRA Fee Schedule. If your account will receive funds from an IRA transfer or direct rollover, include your payment of the Establishment Fee. Your First Year Annual Fee may be deducted from the transfer/rollover proceeds, provided that Sterling Trust receives these funds within 60 days of your account being established. Any fees owed after 60 days will be billed to you including late charges.

Under this Program IRA, your Establishment Fee, First-Year Annual Fee and Annual Renewal Fee will be paid by Realty Capital Securities (RCS) provided that you:
Purchase the RCS Healthcare Trust of America or American Realty Capital investment within this IRA, and
Hold at least one publicly-registered investment issued by Realty Capital Securities.
May hold other publicly-registered and/or publicly traded or registered securities which are not offered or affiliated with Realty Capital Securities.

- If you wish to pay your fees by credit card please submit the Credit Card Form with your application.

Section 8: Optional Authorizations

These are optional features available; select only the items you wish to authorize. You may designate an Interested Third Party and/or you may opt out of telephone authorization.

Section 9: Optional Representative

Please complete this section if you wish to authorize your financial advisor, broker, financial planner, or other person of your choice as your Representative on your account.

Section 10: Signatures and Acknowledgement

Please read the account agreement. Sign and date before submitting the application. The account cannot be processed without your signature and date.

- Mailing Address: Post Office Box 2526, Waco, TX 76702-2526
Physical Address: 1101 Wooded Acres, Suite 120, Waco, TX 76710
Checks should be made payable to Equity Trust Company



SUBMISSION OPTIONS

OVERNIGHT: Sterling Trust 1101 Wooded Acres Suite 120 Waco, TX 76710

REGULAR MAIL: Sterling Trust P. O. Box 2526 Waco, TX 76702-2526

E-MAIL: IRAServices@SterlingTrustCompany.com

Fax: 254-751-0872

Need help? For more information on establishing your account, please call our Client Services Group at 800.955.3434, Option 2, or e-mail IRAServices@SterlingTrustCompany.com. Please mention that you have questions about setting up a SIMPLE IRA for Realty Capital Securities Investors.

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HOW TO ESTABLISH A SIMPLE SELF-DIRECTED IRA ACCOUNT for Realty Capital Securities Investors page 3 of 3

Account Acceptance

Your account will be opened upon acceptance of your IRA Custodial Account Agreement, by an authorized signatory of Equity Trust Company, d.b.a. Sterling Trust ("Sterling Trust"). Sterling Trust will then process any transfer/direct rollover requests and any investment instructions you provide. Your new account number will be mailed to you along with a Welcome Packet.

Interested Party Designation

If you wish to authorize an additional person (other than yourself or your Representative designated in Section 9 of the Application, if one has been designated) to receive duplicate copies of your account statements and to be authorized to receive other account information, please complete the Interested Party Designation information in Section 8 of the Application. Transaction instructions will not be accepted by Sterling Trust from this individual.

Account Statements and Asset Values

Sterling Trust will issue quarterly account statements to you which reflect your account activity and investment holdings, including the uninvested cash held in an FDIC insured bank account (as described in the Application). You may obtain certain information regarding the rate of interest which is being paid on cash deposited in such account by referencing your quarterly account statement. You should review your statements promptly and report any discrepancies to Sterling Trust within 60 days of the ending statement date. After this time Sterling Trust shall not be liable for the discrepancy.

Your quarterly account statements may not reflect current or accurate market values for certain types of assets, particularly limited partnerships and private placement investments. If no valuation is reported by the investment sponsor, then Sterling Trust may list the value of the asset at its original acquisition cost or carry forward the last known value. Sterling Trust may reflect a valuation of zero if assets are reported by the investment sponsor as having no market value, if the investment sponsor is in bankruptcy, or if other relevant conditions exist.

Sterling Trust's Private Placement Processing Procedure

If you choose to hold or invest in a non-RCS affiliated private placement or nonstandard asset within this IRA, you must first convert to a Sterling Trust Flex IRA and Sterling Trust's current retail IRA Fee Schedule will apply.

All private placement investments and nonstandard assets must follow specific processing guidelines before Sterling will process a purchase or accept an in-kind transfer, rollover, or exchange-in of a private placement investment or nonstandard asset. Sterling does not perform a due diligence review of any investment, and Sterling's processing your instructions to purchase a private placement or nonstandard asset shall not be construed as a favorable opinion as to the prudence, viability, merits, or suitability of the investment.

You may obtain the Direction of Investment forms for the following types of investments by contacting our Client Services Group at 800.955.3434, ext. 5396, by visiting Sterling's website at www.SterlingTrustCompany.com, or by requesting the forms by e-mail at IRAServices@SterlingTrustCompany.com.

- Private Equity Investments (Private Stocks, Limited Partnerships, Limited Liability Companies, Real Estate Investment Trusts)
Private Debt Investments (Promissory Notes, Corporate Debt Offerings, Deeds of Trust/Mortgages, Contracts for Deed/Real Estate Contracts)
Real Estate (cash purchases or debt-financed)
Investment Management Agreements Sponsored by Registered Commodity Trading Advisors or Registered Investment Advisors

The above investments are subject to special asset transaction and holding fees as shown on the IRA Fee Schedule.



OUR USA PATRIOT ACT DISCLOSURE

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify, and record information that identifies each individual or institution who opens an account or establishes a customer relationship with Sterling Trust.

WHAT THIS MEANS FOR YOU:

When you open an account, Sterling Trust will ask for your name, address, date of birth and other information that will allow us to identify you. As appropriate, we may also ask to see your driver's license or other identifying documents.

This information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened or it may be restricted and/or closed, and we will not be responsible for any losses nor damages including, but not limited to, lost opportunities, you may incur.

We thank you for your understanding and for joining us in securing a safer tomorrow.



APPLICATION

FOR SIMPLE IRA ACCOUNTS

UNDER THE PROGRAM IRA ARRANGEMENT FOR
REALTY CAPITAL SECURITIES INVESTORS



INSTRUCTIONS AND GUIDELINES

Use this form to open a SIMPLE Account.

Account Summary

A SIMPLE IRA plan is a Savings Incentive Match Plan for Employees. Because this is a simplified plan, the administrative costs should be lower than for other, more complex plans. Under a SIMPLE IRA plan, employees and employers make contributions to traditional IRAs set up for employees (including self-employed individuals), subject to certain limits. It is ideally suited as a start-up retirement saving plan for small employers who do not currently sponsor a retirement plan.

To establish a SIMPLE IRA plan, you:

- Have a business with, generally, 100 or fewer employees
- Cannot have any other retirement plan

You may fund your account through a contribution, transfer, or rollover.

- If you are funding by a transfer, please include the completed *Account Transfer Form* and a copy of a recent statement (within 6 mos.) from the transferring account.
- If you are funding by a rollover, please ensure that your rollover is completed within 60 days of the time you took the distribution in order to avoid any taxes or penalties.



SUBMISSION OPTIONS

OVERNIGHT:

Sterling Trust
1101 Wooded Acres
Suite 120
Waco, TX 76710

REGULAR MAIL:

Sterling Trust
P.O. Box 2526
Waco, TX 76702-2526



CONTACT INFORMATION

MAILING ADDRESS:

Sterling Trust
P. O. Box 2526
Waco, TX 76702-2526

PHYSICAL ADDRESS:

Sterling Trust
1101 Wooded Acres
Suite 120
Waco, TX 76710

For assistance, please contact a Client Service Representative at:

Phone:
800-955-3434 (Option 2)
254-751-1505 (Option 2)

Fax:
254-751-0872

Website:

www.SterlingTrustCompany.com

Or e-mail questions to:

IRAServices@SterlingTrustCompany.com



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1 ACCOUNT HOLDER INFORMATION

Form with fields for LEGAL NAME, PHYSICAL STREET ADDRESS, CITY, COUNTY, STATE, ZIP CODE, MAILING ADDRESS, SOCIAL SECURITY NUMBER, DATE OF BIRTH, COUNTRY OF CITIZENSHIP, EMAIL ADDRESS, HOME PHONE NUMBER, BUSINESS PHONE NUMBER, MOBILE PHONE NUMBER.

Check box if the account owner is a minor

2 EXPEDITED PROCESSING (OPTIONAL)

Form with fields for Expedited Processing Service* (\$50.00), payment method options, and a note about credit card processing.

3 BENEFICIARY DESIGNATION

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.

If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a prorata basis.

Beneficiary Designation: I understand that I may change or add Beneficiaries at any time by completing and delivering Sterling Trust's Change of Beneficiary form to Sterling Trust.

Table with 7 columns: Name (first, middle, last), Date of Birth (mm/dd/yyyy), Social Security Number, Relationship, Primary or contingent, Country(ies) of Citizenship, Share %. Contains 3 rows for beneficiary designation.

This section should be reviewed if either the trust or the residence of the IRA holder is located in a community or marital property state and the IRA holder is married.

CURRENT MARITAL STATUS: I am not married - I understand that if I become married in the future, I must complete a new Change of Beneficiary form. I am married - I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

CONSENT OF SPOUSE: I am the spouse of the aforementioned IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result.

Signature of Spouse

Date

FOR STERLING TRUST USE ONLY

Account Number Event Code

Tracking Code



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4 FUND YOUR ACCOUNT (Complete information in each section that applies)

AUTOMATIC ONGOING CONTRIBUTIONS - SIGN UP FOR FREE!
I hereby authorize Equity Trust Company, to initiate debit entries to my account at the Financial Institution indicated below and for the Financial Institution to debit the same to such an account through the Automated Clearing House (ACH) system, subject to the rules of the Financial Institution.3
BANK NAME, BANK: CITY/STATE, BANK PHONE, NAME ON ACCOUNT, TIMING OF DEBIT IS: Monthly, DATE OF DEBIT (Defaults To 15TH), AMOUNT OF DEBIT (\$50 MINIMUM) \$, TYPE OF ACCOUNT (check one) Checking, Savings, Routing Number (ABA), Account Number

ONE-TIME CONTRIBUTION
CONTRIBUTION AMOUNT \$, PAYMENT METHOD Credit Card (Maximum contribution charge limit \$500, please complete the Credit Card Form), Check Enclosed (made payable to Equity Trust Company), CONTRIBUTION YEAR(S)

OTHER FUNDING METHODS (Check all that apply and fill in the \$ amount contributed per funding method)
Transfer (from an existing IRA account) \$, Rollover \$, This Rollover Contribution is the result of: Proceeds which I have actually or constructively received from another IRA. I hereby certify that the cash and/or in-kind transfer of assets which I deposit as a Rollover Contribution meets all of the requirements for an "eligible rollover contribution" under applicable law. I further certify that, if I have had constructive receipt of funds or property as indicated by checking the "Rollover" box above, that this rollover is being made within 60 days of my receipt of same. I acknowledge that my designation of this account as a "Rollover" is irrevocable, unless I later determine that all or any portion of the assets deposited are an excess contribution. I understand that Sterling Trust will not monitor the nature of contributions to my Account, and has no duty to question my actions should I combine rollover IRA assets with regular contribution IRA assets. I hereby hold harmless Sterling Trust from any liability for any financial loss, damage, or injury which I may sustain as a result of combining rollover and regular contribution IRA assets.
TOTAL FUNDING \$

5 ACCOUNT and CUSTODIAN INFORMATION

ACCOUNT INFORMATION: DATE OF INITIAL DEPOSIT, EFFECTIVE DEFERRAL AMOUNT \$, EMPLOYEE CONTRIBUTION AMOUNT \$, ROLLOVER FROM SIMPLE IRA \$, TRANSFER FROM SIMPLE IRA \$, TRANSFER RECEIVED FROM, EMPLOYER NAME (REQUIRED)
CUSTODIAN INFORMATION: NAME: EQUITY TRUST COMPANY, Notice of revocation must be delivered or mailed to: ATTENTION: IRA DEPARTMENT, ADDRESS: P. O. BOX 2526, WACO, TX 76702-2526, PHONE: 800-955-3434 or 254-751-1505, SELECT OPTION: (You must select an option below.) DFI (Employer must complete the SIMPLE Self-Directed Employer IRA), NON-DFI (Employer must complete the Summary Description for Non-Designated Financial Institution)



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6 FEES (Please refer to the Fee Schedule on the final page of the IRA Custodial Account Agreement and Disclosure Statement)

NEW ACCOUNT FEE OPTIONS* (select one)
SUBSEQUENT ANNUAL MAINTENANCE AND SPECIAL SERVICES FEE OPTIONS (select one)
How would you like to pay your account set-up and first year's maintenance fees?
I acknowledge that Sterling Trust will calculate and charge the fees due according to the Annual All Inclusive Fee Schedule.
Maintenance Fees are billed annually and can be paid by the following options:
Debit IRA Account - Please deduct my annual maintenance fee from my IRA Cash Account (account must have liquid assets)
Invoice me annually at: (Choose from one of the two options below)
Account Holder's address
Following address:
If no option is chosen above, Sterling Trust will assume automatic withdrawal of Annual Fees and any other applicable fees from the Account.

**Please complete the Credit Card Form to request a payment by credit card.

7 CHOOSE ANY OPTIONAL AUTHORIZATIONS ON YOUR STERLING IRA ACCOUNT

THE FOLLOWING SELECTIONS ARE OPTIONAL FEATURES AVAILABLE ON YOUR STERLING IRA. SELECT ONLY THE ITEM(S) YOU WISH TO AUTHORIZE OR NOT AUTHORIZE.
Interested Party Designation: I authorize Sterling Trust to release information to the following person regarding my account including copies of quarterly statements or other written, verbal, or electronic communications.
INTERESTED PARTY NAME, PHONE, FAX, ADDRESS, CITY, STATE, ZIP CODE, INTERESTED PARTY'S RELATIONSHIP TO YOU, EMAIL ADDRESS
Is this individual a: Financial Advisor, CPA, Attorney, Financial Planner, Broker, Investment Sponsor, Other, please describe:
Telephone Authorization: I authorize Sterling Trust to honor telephone transaction requests from me or my Representative (if I have designated one) for my Account. My Social Security Number will be required as verification before any request will be accepted.
Telephone Authorization automatically applies to your account.
Check this box only if you do not want telephone authorization on your account.



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8 OPTIONAL REPRESENTATIVE DESIGNATION

Please complete the information and sign below only if you wish to authorize your financial advisor, broker, financial planner, or other person of your choice as your Representative on your Account. Before you appoint a Representative on your Account, you should understand that your Representative:

- is authorized to give investment directions on your behalf to Sterling Trust,
will have unlimited access to your Account information, and
will receive copies of your Account statements and other correspondence.

By my signature below, I choose to appoint the person(s) shown below as my Representative on my Sterling Trust ("Sterling") Account for the purpose of communicating investment directions to Sterling and receiving information on my Account, in accordance with this Section, Section 8.03 of Sterling's Terms of Sterling Trust Individual Retirement Custodial Account, and Sterling's Disclosure Statement. I further acknowledge that:

- 1. I understand that my Representative is my authorized agent and is not in any way an agent, employee, or representative of Sterling.
2. I understand that my Representative may be a registered representative of a broker dealer organization, a financial advisor or other person that I deem acceptable.
3. I understand that Sterling has not made and will not make any recommendation or investigation with respect to my Representative, nor does Sterling Trust compensate my Representative in any manner.
4. I understand that I may appoint and/or remove my Representative at any time by delivering my written notice on a form acceptable to Sterling.
5. I instruct Sterling to pay for or receive payment from security or other investment transactions communicated by my Representative as shown below, as indicated by broker confirmations of trade or other requests for payment received by Sterling.
6. I understand that it is solely my responsibility to direct my Representative to execute trades or other investments for my Sterling Account, and all instructions, directions, and/or confirmations received from my Representative, his agent(s), or his broker dealer, whether written or oral, shall be assumed by Sterling to have been authorized by me.
7. Without limitation, I agree to indemnify and hold Sterling harmless for any loss or breach of any kind which may result from any action or inaction that it takes or omits in good faith in accordance with, and in its reliance upon, any certificate, notice, confirmation, instruction, or other written or oral (if so elected) communication purporting to have been delivered at my direction on behalf of my Account by my Representative or brokerage firm.

ACCOUNTHOLDER SIGNATURE REQUIRED BELOW

SIGNATURE OF ACCOUNTHOLDER: [SIGN HERE] DATE:

REPRESENTATIVE NAME: REPRESENTATIVE LICENSE NUMBER:

REPRESENTATIVE ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: FAX: EMAIL ADDRESS:

FIRM NAME:

FIRM ADDRESS:

CITY: STATE: ZIP CODE:

PHONE:

FIRM AUTHORIZED SIGNATURE (IF REQUIRED BY DEALER): DATE:

REPRESENTATIVE'S RELATIONSHIP TO YOU:

Is this individual a: [] Financial Advisor [] CPA [] Attorney [] Financial Planner [] Broker [] Investment Sponsor [] Other, please describe:

SIMPLE IRA CUSTODIAL ACCOUNT AGREEMENT

Form 5305-SA under Section 408(p) of the Internal Revenue Code

FORM (REV. MARCH 2002)

The Participant named on the Application is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

Equity Trust Company, d.b.a. Sterling Trust, as Custodian ("Custodian"), named on the Application has given the Participant the disclosure statement required by Regulations section 1.408-6.

The Participant and the Custodian make the following agreement:

ARTICLE I

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the Participant. No other contributions will be accepted by the Custodian.

ARTICLE II

The Participant's interest in the balance in the custodial account is nonforfeitable.

ARTICLE III

1. No part of the custodial account funds 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 fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Participant's entire interest in the custodial account must be, or begin to be, distributed not later than the Participant's required beginning date, April 1 following the calendar year in which the Participant reaches age 70½. By that date, the Participant may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in: (a) A single sum or (b) Payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated beneficiary.
3. If the Participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the Participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - (ii) the designated beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.
 - (b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
 - (i) the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½. But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
 - (ii) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

4. If the Participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the Participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) the required minimum distribution under paragraph 2(b) for any year, beginning with the year the Participant reaches age 70½, is the Participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.
 - (b) the required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
 - (c) the required minimum distribution for the year the Participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The Participant agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Participant the reports prescribed by the IRS.
3. The Custodian also agrees to provide the Participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related Regulations will be invalid.

ARTICLE VII

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

ARTICLE VIII

- 8.01 *Definitions:* In this part of this Agreement (Article VIII), the words "you" and "your" mean the Participant, the words "we," "us" and "our" mean the Custodian, "Code" means the Internal Revenue Code, and "Regulations" means the Treasury Regulations.
- 8.02 *Notices and Change of Address:* Any required notice regarding this SIMPLE IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 8.03 *Representations and Responsibilities:*
 - (a) In General. You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments

or expenses you incur in connection with your SIMPLE IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. Except as otherwise indicated herein, you will have sixty (60) days after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to SIMPLE IRAs.

You represent to us that any loss sustained in your SIMPLE IRA will not affect your retirement income standard; and if a mandatory distribution arises, you will have the ability through your SIMPLE IRA and/or other retirement accounts to meet any mandatory distribution requirements.

You agree to release and indemnify, hold harmless and defend us from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss resulting to the SIMPLE IRA, to you or to any beneficiary or incurred by us, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with any investment directed by you or your investment advisor or resulting from serving as the custodian hereunder.

You agree to reimburse or advance to us, on demand, all legal fees, expenses, costs, fines, penalties and obligations incurred or to be incurred in connection with the defense, contest, prosecution or satisfaction of any claim made, threatened or asserted pertaining to any investment or action you or your investment advisor directed through the custodian, including, without limitation, claims asserted by you, any state or federal regulatory authority or self regulatory organization.

To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations.

- (b) **Prohibited Transactions.** You understand that certain transactions are prohibited in SIMPLE IRAs and qualified retirement plans under Section 4975 of the Internal Revenue Code. You further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. We will make no determination as to whether any SIMPLE IRA investment is prohibited. You further understand that should your SIMPLE IRA engage in a prohibited transaction, you will incur a taxable distribution as well as possible penalties. You represent to us that you have consulted or will consult with your own tax or legal professional to ensure that none of your SIMPLE IRA investments will constitute a prohibited transaction and that your SIMPLE IRA investments will comply with all applicable federal and state laws, regulations and requirements.
- (c) **Unrelated Business Income Tax (UBIT).** Since your SIMPLE IRA is a tax-exempt organization under federal tax law, if your SIMPLE IRA earns income from an investment which utilizes debt-financing or which is derived from a business regarded as not related to the exempt purpose of your SIMPLE IRA, it may be subject to the so-called "unrelated business income tax" if it is in excess of permitted deductions. For example, income from an SIMPLE IRA investment in a partnership generally will result in unrelated business taxable income. In the event that your direction of investment of SIMPLE IRA assets results in taxable income (unrelated or debt-financed) pursuant to Sections 511-514 of the Internal Revenue Code in excess of the \$1,000 exclusion (as that amount may be adjusted) for any taxable year, you agree to prepare or have prepared the required Form 990-T tax return, an application for employer identification number (if not previously obtained), and any other documents that may be required, and to submit them to us, for filing with the Internal Revenue Service, at least five days prior to the date on which the return is due for such taxable year, along with an appropriate payment directive authorizing the custodian to execute the forms on behalf of your SIMPLE IRA and to pay the applicable unrelated business income tax from your SIMPLE IRA.
- (d) **Passive Custodian Provides No Investment Advice.** We do not provide legal or tax services or advice with respect to your SIMPLE IRA investments; and you release and indemnify and agree to hold harmless and defend us in the event that any investment or sale of your SIMPLE

IRA assets pursuant to a Direction of Investment form violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon you, your SIMPLE IRA, or us.

- (e) **Investment Conforms to All Applicable Securities Laws.** You represent to us that if any investment by your SIMPLE IRA is a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and you release and waive all claims against us for our role in carrying out your instructions with respect to such investment.

You acknowledge that the foregoing representation is being relied upon by us in accepting your investment directions and you agree to indemnify us with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation.

- (f) **Custodian Not Responsible for Insurance.** We will not bear or assume any responsibility to notify you, secure or maintain fire, casualty, liability or other insurance coverage on any personal or real property held by your SIMPLE IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you as the SIMPLE IRA owner to arrange for such insurance as you determine necessary or appropriate to protect your SIMPLE IRA assets and to direct us in writing as to the payment of any premiums therefor. Furthermore it is your responsibility to determine that payment has been made upon your written request by verifying same with your SIMPLE IRA statements.

We will not be responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges with respect to any investment held in your SIMPLE IRA, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay same from your SIMPLE IRA. Furthermore, it is your responsibility to determine that payment has been made from the custodial account. You must utilize an appropriate payment directive form available from us within a sufficient period of time for such direction to be accomplished in accordance with the custodian's normal business practices (without regard to whether we have undertaken efforts to comply with such directive).

- 8.04 **Service Fees:** We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your SIMPLE IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your SIMPLE IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your SIMPLE IRA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this SIMPLE IRA.

Any brokerage commissions attributable to the assets in your SIMPLE IRA will be charged to your SIMPLE IRA. You cannot reimburse your SIMPLE IRA for those commissions.

Fees are generally based upon the fair market value of the assets held in the SIMPLE IRA; provided that where such assets are nonmarketable investments or do not have a readily available market value, the fees shall be based upon cost or the estimated fair market value of such assets, whichever is greater. If an entity in which SIMPLE IRA assets are invested is subject to bankruptcy, reorganization, receivership or similar proceedings, the fee based upon such asset will not be less than \$50.00. Publicly traded securities shall be valued at their fair market value. If cost is not reflective of fair market value with respect to the assets held in your SIMPLE IRA, you may provide us with a qualified independent valuation of such assets for purposes of determining an appropriate fee; and we will give consideration to such independent valuation. Our determination shall be binding and conclusive for purposes of SIMPLE IRA fees based upon value.

We may perform sub-accounting, record-keeping, administrative and/or other services related to the SIMPLE IRA. We may receive fees up to \$40.00 per month per account and/or reimbursement of expenses from financial institutions and/or money market funds with which SIMPLE IRA funds have been deposited or invested for these services.

- 8.05 **Investment of Amounts in the SIMPLE IRA:**

- (a) **In General.** You have exclusive responsibility for and control over the investment of the assets of your SIMPLE IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your SIMPLE IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03 of this article). We will not exercise the voting rights and other shareholder rights with respect to investments in your SIMPLE IRA unless you provide timely written directions acceptable to us according to our then current policies and procedures.

You will select the type of investment for your SIMPLE IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for investment in SIMPLE IRAs. We may, in our sole discretion, make available to you, additional investment offerings, which shall be limited to publicly traded securities, mutual funds, money market instruments and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

- (b) **Custodian Acting in Passive Capacity Only.** We are acting solely as a passive custodian to hold SIMPLE IRA assets and we have no discretion to direct any investment in your SIMPLE IRA. Accordingly, we are not a fiduciary (as said term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state or local laws) with respect to your SIMPLE IRA account. However, we may receive a commission in connection with the unsolicited purchase or sale of a publicly-traded security.

It is not our responsibility to review the prudence, merits, viability or suitability of any investment directed by you or your investment advisors or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable law. We do not offer any investment advice, nor do we endorse any investment, investment product or investment strategy; and we do not endorse any investment advisor, representative, broker, or other party selected by you. We have no responsibility to question any investment directions given by you or by any investment advisor or representative appointed by you.

It is your responsibility to perform proper due diligence with regard to any such representative, investment advisor, broker or other party. We will follow the directions of any such investment advisor, representative, broker or other party selected by you provided you furnish us with written authorization and documentation acceptable to us, and the custodian will be entitled to all the same protections and indemnities in our reliance upon and execution of the directives of such investment advisor or other party as if such directives were given by you.

We shall be under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate any investment directed by you or your investment advisor, representative or agent; nor shall we be responsible to take any action should there be any default with regard to any investment.

Any review performed by us with respect to an investment shall be solely for our own purposes of determining the administrative feasibility of the investment and neither such review nor its acceptance should be construed in any way as an endorsement of any investment, investment company or investment strategy. We also have the right not to effect any transaction/investment which we deem to be beyond the scope of our administrative capabilities or expertise.

We have no duty or obligation to notify you with respect to any information, knowledge, irregularities or our concerns relating to your investment or your investment advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by us.

We shall use reasonable efforts to acquire or sell investments in accordance with your directions within a reasonable period of time after we have received an investment direction and we shall make reasonable efforts to notify you if we are unable or unwilling to comply with an investment direction. Subject to the foregoing, we shall remit funds as directed, but have no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by you.

- (c) **Investment Documentation.** In directing us with respect to any investment, you must utilize our Direction of Investment form suitable to such investment.

We shall be fully protected in acting upon any instrument, certificate, paper or transmission believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other form acceptable to the custodian, and the custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such communication, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

You authorize and direct us to execute and deliver, on behalf of your SIMPLE IRA, any and all documents delivered to us in connection with your SIMPLE IRA investments; and we shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with your investment direction.

- (d) **Deposit Investments.** The deposit investments available through us may include savings, share, and/or money market accounts, and various certificates of deposit (CDs).
- (e) **Un-Invested Cash Funds.** You direct us to sweep available free credit balances automatically into an FDIC insured bank account until such time as further direction is received from you or your designated representative(s).

You also authorize us to transfer any such funds to a different FDIC insured bank account without any further approval from you.

- 8.06 **Beneficiary(ies):** If you die before you receive all of the amounts in your SIMPLE IRA, payments from your SIMPLE IRA will be made to your beneficiary(ies).

You may designate one or more persons or entities as beneficiary of your SIMPLE IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your SIMPLE IRA. If you do not designate a beneficiary, or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary.

A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your SIMPLE IRA as his or her own.

We may allow, if permitted by state law, an original SIMPLE IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited SIMPLE IRA at the time of your death) to name a successor beneficiary(ies) for the inherited SIMPLE IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original SIMPLE IRA beneficiary's(ies') lifetime. Unless otherwise specified, each beneficiary designation form that the original SIMPLE IRA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original SIMPLE IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original SIMPLE IRA beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original SIMPLE IRA beneficiary.

- 8.07 **Required Minimum Distributions:** Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if your spouse is your sole designated beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9.

If you fail to request your required minimum distribution by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

- make no distribution until you give us a proper withdrawal request;
- distribute your entire SIMPLE IRA to you in a single sum payment; or
- determine your required minimum distribution from your SIMPLE IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution.

- 8.08 **Termination of Agreement, Resignation, or Removal of Custodian:** Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your SIMPLE IRA to another financial organization. If you do not complete a transfer of your SIMPLE IRA within 30 days from the date we mail the notice to you, we have the right to transfer your SIMPLE IRA assets to a successor SIMPLE IRA custodian or trustee that we choose in our sole discretion, or we may pay your SIMPLE IRA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this Agreement is terminated, we may charge to your SIMPLE IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- any fees, expenses or taxes chargeable against your SIMPLE IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your SIMPLE IRA.

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your SIMPLE IRA to you in cash or property if the balance of your SIMPLE IRA drops below the minimum balance required under the applicable investment or policy established.

- 8.09 **Successor Custodian:** If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your SIMPLE IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your SIMPLE IRA, but only if it is the type of organization authorized to serve as a SIMPLE IRA trustee or custodian.

- 8.10 *Amendments:* We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
- 8.11 *Withdrawals or Transfers:* All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.
- 8.12 *Transfers from Other Plans:* We can receive amounts transferred or rolled over to this SIMPLE IRA from the custodian or trustee of another SIMPLE IRA. We reserve the right not to accept any transfer or rollover.
- 8.13 *Liquidation of Assets:* We have the right to liquidate assets in your SIMPLE IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your SIMPLE IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.
- 8.14 *Restrictions on the Fund:* Neither you nor any beneficiary may sell, transfer or pledge any interest in your SIMPLE IRA in any manner whatsoever, except as provided by law or this Agreement.
The assets in your SIMPLE IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.
- 8.15 *What Law Applies:* This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of the state of Ohio shall govern.
If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.
Any suit filed against custodian arising out of or in connection with this agreement shall only be instituted in the county courts of Lorain County, Ohio where custodian maintains its principal office and you agree to submit to such jurisdiction both in connection with any such suit you may file and in connection with any which we may file against you.
- 8.16 *Valuations Policy:* In valuing the assets of the custodial account for record-keeping and reporting purposes we shall use reasonable, good faith efforts to ascertain the fair market value of each asset through utilization of various outside sources available to us and consideration of various relevant factors generally recognized as appropriate to the application of customary valuation techniques.
However where assets are liquid or their value is not readily ascertainable on either an established exchange or generally recognized market, the valuation is by necessity not a true market value and is merely an estimate of value in a broad range of values and its accuracy should not be relied upon by you for any other purposes.
The precision with which a value is assigned is a factor of the nature of the asset and the cost effectiveness of pursuing a more comprehensive appraisal. In certain cases where fair market value is not readily ascertainable and we do not have a recent qualified independent appraisal we may follow an internal protocol for assigning value based on the cost of the asset or we may rely upon a current independent appraisal obtained by you.
We neither provide a guarantee of value nor the appropriateness of the appraisal techniques applied in developing an estimate of value and we assume no responsibility for the accuracy of the valuations presented with respect to assets whose value is not readily ascertainable on either an established exchange or a generally recognized market.
- 8.17 *Form 990-T Filing for UBIT:* Pursuant to Sections 511-514 of the Internal Revenue Code you agree to prepare or have prepared the required Form 990-T tax return, an application for employer identification number (if not previously obtained), and any other documents that may be required, and to submit them for filing with the Internal Revenue Service to the custodian at least five days prior to the date on which the return is due for such taxable year, along with an appropriate payment directive authorizing the custodian to execute the forms on behalf of your SIMPLE IRA and to pay the applicable unrelated business income tax from your SIMPLE IRA on unrelated business income which exceeds the current \$1,000 exclusion.
- 8.18 *Summary Description Requirements:* Notwithstanding Article V above, we will be deemed to have satisfied our summary description reporting requirements under Code section 408(l)(2) if either
- we provide a summary description directly to you, or
 - we provide our name, address and withdrawal procedures to you, and your employer provides you with all other required information.

Specific Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-SA is a model custodial account agreement that meets the requirements of sections 408(a) and 408(p) and has been pre-approved by the IRS. A SIMPLE individual retirement account (SIMPLE IRA) is established after the form is fully executed by both the individual (Participant) and the Custodian. This account must be created in the United States for the exclusive benefit of the Participant and his or her beneficiaries.

Do not file Form 5305-SA with the IRS. Instead, keep it with your records.

For more information on SIMPLE IRAs, including the required disclosures the Custodian must give the Participant, see **Pub. 590, Individual Retirement Arrangements (IRAs)**.

Definitions

Participant. The participant is the person who establishes the custodial account.

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Transfer SIMPLE IRA

This SIMPLE IRA is a “transfer SIMPLE IRA” if it is not the original recipient of contributions under any SIMPLE IRA plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

General Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Participant reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the Participant and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian’s fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Participant, etc. Attach additional pages if necessary.

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR SIMPLE IRA

If you receive this Disclosure Statement at the time you establish your SIMPLE IRA, you have the right to revoke your SIMPLE IRA within seven (7) days of its establishment. If revoked, you are entitled to a full return of the contribution you made to your SIMPLE IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your SIMPLE IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF A SIMPLE IRA

- A. **CASH CONTRIBUTIONS** - Your contribution must be in cash, unless it is a rollover contribution.
- B. **MAXIMUM CONTRIBUTION** - The only contributions which may be made to your SIMPLE IRA are employee elective deferrals under a qualified salary reduction agreement, employer contributions and other contributions allowed by Code or related Regulations, which are made under a SIMPLE IRA plan maintained by your employer. Employee elective deferrals shall not exceed the lesser of 100 percent of your compensation for the calendar year or \$7,000 for 2002, \$8,000 for 2003, \$9,000 for 2004, and \$10,000 for 2005 with possible cost-of-living adjustments in 2006 and thereafter. Your employer may make additional contributions to your SIMPLE IRA within the limits prescribed in Internal Revenue Code (Code) section 408(p). Your employer is required to provide you with information which describes the terms of its SIMPLE IRA plan.
- C. **CATCH-UP CONTRIBUTIONS** - If you are age 50 or older by the close of the plan year, you may make an additional contribution to your SIMPLE IRA. The maximum additional contribution is \$500 for 2002, \$1,000 for 2003, \$1,500 for 2004, \$2,000 for 2005, \$2,500 for 2006 with possible cost-of-living adjustments in year 2007 and beyond.
- D. **NONFORFEITABILITY** - Your interest in your SIMPLE IRA is nonforfeitable.
- E. **ELIGIBLE CUSTODIANS** - The Custodian of your SIMPLE IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- F. **COMMINGLING ASSETS** - The assets of your SIMPLE IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- G. **LIFE INSURANCE** - No portion of your SIMPLE IRA may be invested in life insurance contracts.
- H. **COLLECTIBLES** - You may not invest the assets of your SIMPLE IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as SIMPLE IRA investments.
- I. **REQUIRED MINIMUM DISTRIBUTIONS** - You are required to take minimum distributions from your SIMPLE IRA at certain times in accordance with Regulations section 1.408-8. Below is a summary of the SIMPLE IRA distribution rules.
1. You are required to take a minimum distribution from your SIMPLE IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.
 2. The applicable divisor is generally determined using the uniform lifetime table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your beneficiary(ies), if any. If your spouse is your sole designated beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the uniform lifetime table.

We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½

- (a) make no distribution until you give us a proper withdrawal request,
 - (b) distribute your entire SIMPLE IRA to you in a single sum payment, or
 - (c) determine your required minimum distribution each year based on your life expectancy calculated using the uniform lifetime table, and pay those distributions to you until you direct otherwise.
3. Your designated beneficiary is determined based on the beneficiary(ies) designated as of the date of your death, who remains your beneficiary(ies) as of September 30 of the year following the year of your death. If you die,
- (a) on or after your required beginning date, distributions must be made to your beneficiary(ies) over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a beneficiary other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.
 - (b) before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), either
 - (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or
 - (ii) be distributed over the remaining life expectancy of your designated beneficiary(ies).

Your designated beneficiary(ies) must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your SIMPLE IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, the entire SIMPLE IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your SIMPLE IRA as his or her own.

INCOME TAX CONSEQUENCES OF ESTABLISHING A SIMPLE IRA

- A. **DEDUCTIBILITY FOR SIMPLE IRA CONTRIBUTIONS** - You may not take a deduction for the amounts contributed to your SIMPLE IRA as either employee elective deferrals or employer contributions. However, employee elective deferrals to a SIMPLE IRA will reduce your taxable income. Further, employer SIMPLE IRA contributions, including earnings, will not be taxable to you until you take a distribution from your SIMPLE IRA.

Participation in your employer's SIMPLE IRA plan renders you an active participant for purposes of determining whether or not you can deduct contributions to a Traditional IRA.

- B. **TAX CREDIT FOR CONTRIBUTIONS** - For taxable years beginning on or after January 1, 2002, and ending on or before December 31, 2006, you may be eligible to receive a tax credit for your SIMPLE IRA deferrals. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are
- age 18 or older as of the close of the taxable year,
 - not a dependent of another taxpayer, and
 - not a full-time student.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the deferrals made to your SIMPLE IRA and reduce these contributions by any distributions that you may have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

For 2009: Adjusted Gross Income*			Applicable %
Joint Return	Head of Household	All Other Cases	
\$1 - \$33,000	\$1 - \$24,750	\$1 - \$16,500	50 %
\$33,001 - \$36,000	\$24,751 - \$27,000	\$16,501 - \$18,000	20 %
\$36,001 - \$55,500	\$27,001 - \$41,625	\$18,001 - \$27,750	10 %
Over \$55,500	Over \$41,625	Over \$27,750	0 %

*Adjusted gross income includes foreign earned income and income from Guam, American Samoa, North Mariana Islands and Puerto Rico.

For 2010, the credit is phased out when AGI exceeds \$55,500 for joint return filers, \$41,625 for heads of households, and \$27,750 for single and married filing separately.

C. **TAX-DEFERRED EARNINGS** - The investment earnings of your SIMPLE IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

D. **ROLLOVERS AND CONVERSIONS** - Your SIMPLE IRA may be rolled over to a SIMPLE IRA of yours, may receive rollover contributions, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property from your SIMPLE IRA to either a Traditional IRA or another SIMPLE IRA. Conversion is a term used to describe the movement of SIMPLE IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. **SIMPLE IRA to SIMPLE IRA Rollovers** - Funds distributed from your SIMPLE IRA may be rolled over to a SIMPLE IRA of yours if the requirements of Code section 408(d)(3) are met. A proper SIMPLE IRA to SIMPLE IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

2. **SIMPLE IRA to Traditional IRA Rollovers** - Funds may be distributed from your SIMPLE IRA and rolled over to your Traditional IRA without IRS penalty, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with SIMPLE IRA to SIMPLE IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to Traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to Traditional IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

3. **SIMPLE IRA to Employer-Sponsored Retirement Plans** - As permitted by Code or applicable Regulations, you may roll over, directly or indirectly, any eligible rollover distribution from a SIMPLE IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. However, the employer-sponsored retirement plan must allow for such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from a SIMPLE IRA that is not a part of a required minimum distribution. An employer-sponsored retirement plan may not be rolled over to a SIMPLE IRA.

4. **SIMPLE IRA to Roth IRA Conversions** - If your modified adjusted gross income is not more than \$100,000, and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing SIMPLE IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. However, if you are age 70½ or older you must remove your required minimum distribution prior to converting your SIMPLE IRA. The amount of the conversion from your SIMPLE IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includable in your gross income. Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

5. **Written Election** - At the time you make a proper rollover to a SIMPLE IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

E. **RECHARACTERIZATIONS** - If you have converted from a SIMPLE IRA to a Roth IRA, you may recharacterize the conversion along with net income attributable back to the SIMPLE IRA. The deadline for completing a recharacterization is

your tax filing deadline (including any extensions), for the year in which the conversion was completed.

LIMITATIONS AND RESTRICTIONS

A. **DEDUCTION OF ROLLOVERS AND TRANSFERS** - A deduction is not allowed for rollover contributions or transfers.

B. **GIFT TAX** - Transfers of your SIMPLE IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.

C. **SPECIAL TAX TREATMENT** - Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to SIMPLE IRA distributions.

D. **INCOME TAX TREATMENT** - Any withdrawal from your SIMPLE IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your SIMPLE IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

E. **PROHIBITED TRANSACTIONS** - If you or your beneficiary engage in a prohibited transaction with your SIMPLE IRA, as described in Code section 4975, your SIMPLE IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your SIMPLE IRA: (1) taking a loan from your SIMPLE IRA; (2) buying property for personal use (present or future) with SIMPLE IRA funds; or (3) receiving certain bonuses or premiums because of your SIMPLE IRA.

F. **PLEDGING** - If you pledge any portion of your SIMPLE IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

FEDERAL TAX PENALTIES

A. **EARLY DISTRIBUTION PENALTY** - If you are under age 59½ and receive a SIMPLE IRA distribution, an additional tax of 10 percent will apply, unless made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of \$10,000), or 10) a levy issued by the IRS. This additional tax will apply only to the portion of a distribution which is includable in your taxable income. If less than two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer, the additional tax shall be increased from 10 percent to 25 percent.

B. **EXCESS CONTRIBUTION PENALTY** - An additional tax may be assessed against you by the IRS for contributions which exceed the permissible limits under Code section 408(a) and 408(p).

C. **EXCESS ACCUMULATION PENALTY** - As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

D. **PENALTY REPORTING** - You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

A. **IRS PLAN APPROVAL** - The Agreement used to establish this SIMPLE IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. **ADDITIONAL INFORMATION** - You may obtain further information on SIMPLE IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.

C. **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 organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.



A Division of Equity Trust Company

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PERSONAL INFORMATION PRIVACY PROTECTION POLICY

Our Commitment to You

At Equity Trust Company, d.b.a. Sterling Trust ("Sterling Trust") protecting your privacy and the confidentiality of your personal information is important to us. We value your business and the trust you put in us, and to offer you the financial products and services you seek, we collect, maintain and use information about you. To help you better understand how your personal information is protected by Sterling, we are providing you with the following statement describing our policies and procedures with respect to the privacy of your customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and procedures described in this notice.

This notice applies only to non public personal information about individuals who obtain financial products or services primarily for personal, family or household purposes.

Sterling Trust Privacy Policy

Sterling Trust restricts access to your personal and account information to those employees and affiliates who need to know the information to provide products, education materials or services to you and we educate our employees about the importance of confidentiality and customer privacy. For example, Sterling Trust may provide such information to its affiliate Equity University, which provides educational seminars and materials to individuals related to retirement planning. We maintain physical, electronic and procedural safeguards to guard your non public personal information. We do not sell any of your personal information to any third party affiliates or non-affiliates and we will not do so, however we may provide such information to any successor custodian/trustee for your account. As such, we reserve the right to transfer such information in connection with a sale of our business, whether by sale of assets, or a merger, consolidation or other similar transaction, or a reorganization or liquidation of our business whether or not in connection with a filing for bankruptcy under applicable law.

Information We Collect About You

As your trusted financial institution, we collect, retain and use non public personal information about individual current and former customers to provide products and services. We may collect the following categories of non public personal information about you:

- Information we receive from you, through applications for our products or services or other forms; and
- Information about your transactions with us, our affiliates or with nonaffiliated third parties.

You typically provide this personal information when you complete a Sterling Trust account application or when you open an account with an affiliated brokerage firm. This information may include, but is not limited to, your name, address, social secu-

rity number, investment experience, relationship with brokers/dealers, risk tolerance, financial references, investment objective, tax bracket, net worth, annual income and occupational/educational background.

Information We Share

Sterling Trust does not disclose non public personal information about you to any unaffiliated third parties, unless required by law. For example, Sterling Trust will provide your personal information in the following situations:

- Upon request by federal, state, or local law enforcement agencies;
- Upon request by the IRS for tax reporting purposes; and
- Upon request by other organizations that protect your privacy

However, since publicly held securities transactions are effected through a correspondent clearing firm, we do provide certain account information (such as your name, social security number, address, date of birth, and telephone number; under limited circumstances, net worth, annual income, tax bracket, investment objectives and risk tolerances) and transaction activity to our clearing firm to effect and administer your transaction request. In addition, certain account information (such as your name, address, account activity and positions) is provided to a service provider with whom Sterling Trust has contracted to print and mail account statements.

Your Privacy With Sterling Trust Online

Sterling Trust considers your online confidentiality and privacy to be as important as your written documentation. At Sterling Trust we use a variety of protections to maintain security of your online sessions and communication. For example, we make use of firewall barriers, authentication procedures and data encryption of 128 Bit SSL. For more information on our online privacy policies, please visit our website.

How Sterling Trust Will Inform You of Changes to Our Policies

As required by federal law and regulation we will notify you of our privacy policy annually. Sterling Trust reserves the right to modify its privacy policy and related procedures at any time, in accordance with applicable federal and state laws. You will be informed and receive appropriate notice if any such changes are made.

We appreciate the opportunity to serve your financial needs. We pledge to follow the policies, safeguards and guidelines as described in this notice, and to protect the confidentiality of your information. Your relationship is very important to us, and we will take great care to honor these commitments to you. Thank you for choosing Sterling Trust.



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CREDIT CARD FORM

PLEASE PRINT CLEARLY. A DELAY IN PROCESSING MAY OCCUR IF INSTRUCTION IS UNCLEAR.

1 ACCOUNT HOLDER INFORMATION
ACCOUNT HOLDER NAME ACCOUNT NUMBER
EMAIL ADDRESS

2 CREDIT CARD INFORMATION
NAME OF CARDHOLDER (as stated on front of card) CARD TYPE: [] VISA [] Mastercard
BILLING ADDRESS
CITY STATE ZIP CODE
HOME PHONE MOBILE PHONE
CREDIT CARD NUMBER EXPIRATION DATE (mm/yyyy)

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE
IMPORTANT -- Please read before signing.
The signature below acknowledges that I have received, read and understand Sterling Trust's Terms of IRA Custodial Account Agreement, Disclosure Statement and IRA Fee Schedule; the Terms of IRA Custodial Account Agreement and Disclosure Statement explains the duties, limitations on duties, and the rights of Sterling Trust and depositor; and by signing this form below, the depositor assumes complete responsibility for determining contribution eligibility and tax consequences of any and all contributions or distributions. The Account Holder accepts and agrees to all of the terms and provisions set forth in the Terms of IRA Custodial Account Agreement and Disclosure Statement and has read and accepted the terms of Sterling Trust IRA Fee Schedule.
My signature below acknowledges that I have read and agree with the Terms of IRA Custodial Account Agreement and Disclosure Statement.
SIGN & DATE
Credit Cardholder Signature Date IRA Account Holder Signature Date



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IRA FEE SCHEDULE FOR TRADITIONAL, ROTH, SEP OR SIMPLE IRAs

Basic IRA – May hold any number or combination of publicly registered or traded investments including Mutual Funds, Public Stocks, Bonds, Public REIT's, Brokerage Accounts, Bank Certificates of Deposit, Bank Accounts, U.S. Government Securities, Public Limited Partnerships, Public Limited Liability Companies, and Public Non-Traded REIT's.

FEE DESCRIPTION	Basic IRA Effective 3-1-2010	Paid By
■ Set-up Fees: (Charged at time of account establishment)		
One-Time Establishment Fee	\$ 50	RCS
First Year Annual Fee <i>Charged upon account establishment and each January thereafter. \$10 late fee for every 30 days account has past-due fees</i>	\$ 75	RCS
■ Annual Renewal Fee*: <i>Renewal fee is charged each January following account establishment. \$10 late fee for every 30 days account has past-due fees</i>	\$ 75*	RCS
■ Special Service Fee: Charged at time service is rendered		
Express Transfer Processing Fee <i>Transfer form is reviewed the same day received at Sterling Trust. Additional follow-up calls will be placed to your current custodian to check on transfer status. As we receive updates, Account Holder will be contacted immediately if needed.</i>	\$ 50 each	Account Holder
Expedited Process Service Fee <i>Generally completed in approximately 1 business day unless corrections are required. This feature does not guarantee same day service; however, it does guarantee that your request will be processed before other non-expedited requests.</i>	\$ 50 each	Account Holder
Scheduled Distributions (Monthly or Quarterly) via ACH Fee	- Free -	
Wire Transfer Fee (Domestic) <i>Wire in fee associated with initial funding of the account is waived.</i>	\$ 30 each	Account Holder
Wire Transfer Fee (International) <i>Wire in fee associated with initial funding of the account is waived</i>	\$ 50 each	Account Holder
Stop Payment Fee, NSF/Return Check Fee	\$ 30 each	Account Holder
Coin Shipping/Handling Fee (\$50 minimum)	Cost + \$ 10	Account Holder
Cashier's Check, Certified Mail, Overnight Mail Service Fee	\$ 25 each	Account Holder
Special Document Processing (Notary)	\$ 5 each	Account Holder
Late Fee	\$10/month	Account Holder
■ Termination Fees: (Charged at time service is rendered)		
Partial Termination Fee	\$ 75 per asset	Account Holder
Full Termination Fee	\$135	Account Holder
Distribution of Asset/Re-registration Fee	\$ 75 per asset	Account Holder

* Renewal Fee is charged each January after account establishment.