

Roth Individual Retirement Trust Account**(Under Section 408A of the Internal Revenue Code)****Do not file
with the Internal
Revenue Service**

The Grantor named on the Roth IRA Application is establishing a Roth individual retirement account under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Trustee named on the Roth IRA Application has given the Grantor the disclosure statement required by Regulations section 1.408-6.

The Grantor has assigned the Trust IRA the amount indicated on the Roth IRA Application.

The Grantor and the Trustee make the following Agreement:

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the Trustee will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a Grantor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Grantor filing jointly, between AGI of \$186,000 and \$196,000; and for a married Grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).

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

ARTICLE III

The Grantor's interest in the balance in the Trust Account is nonforfeitable.

ARTICLE IV

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

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

ARTICLE V

1. If the Grantor dies before his or her entire interest is distributed to him or her and the Grantor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below.

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Grantor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Grantor.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Grantor's death.

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

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

ARTICLE VI

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

2. The Trustee agrees to submit to the IRS and Grantor the reports prescribed by the IRS.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX**1. Definitions**

The IRS refers to you as the Grantor, and us as the Trustee. References to "you" and "your" mean the Grantor, and references to "we", "us", and "our" mean the Trustee.

Agreement. Agreement means the Roth IRA Trust Agreement (IRS Form 5305-R), Application, Disclosure Statement, Financial Disclosure and accompanying documentation. The Agreement may be amended from time to time as provided in Article VIII.

Application. Application means the legal document that establishes this Roth IRA after it is accepted by the Trustee by signing the Application. The information and statements contained in the Application are incorporated into the Roth IRA Agreement.

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Grantor (or by the beneficiary following the Grantor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Grantor.

Code. Code means the Internal Revenue Code.

Grantor. The Grantor is the person who establishes the Trust Account. In the case of an Inherited Roth IRA, the Grantor is the original owner of the inherited assets.

Inherited Roth IRA. An IRA which is designated at the time of establishment of the plan as a Roth IRA and is established by or maintained for the benefit of a nonspouse beneficiary of a deceased Grantor or a nonspouse beneficiary of a deceased participant in a qualifying retirement plan.

Inherited Roth IRA Owner. Inherited Roth IRA Owner means the individual for whose benefit the account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).

Regulations. Regulations mean the U.S. Treasury Regulations.

Trust Account. Trust Account means the type of legal arrangement whereby the Trustee is a qualified financial institution that agrees to maintain the Trust Account for the exclusive benefit of the Grantor and the Grantor's beneficiaries.

Trustee. The Trustee 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 Trustee.

2. Grantor's Responsibilities. All information that the Grantor has provided or will provide to the Trustee under this Agreement is complete and accurate and the Trustee may rely upon it. The Grantor will comply with all legal requirements governing this Agreement and assume all responsibility for his or her actions including, but not limited to eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Grantor will provide to the Trustee the information the Trustee believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Grantor will pay the Trustee reasonable compensation for its services, as disclosed in the applicable fee schedules.

3. Investment Responsibilities. All investment decisions are the sole responsibility of the Grantor and the Grantor is responsible to direct the Trustee in writing, or other acceptable form and manner authorized by the Trustee, regarding how all amounts are to be invested. Subject to the policies and practices of the Trustee, the Grantor may delegate investment authority by appointing an Authorized Agent in writing in a form and manner acceptable to the Trustee. Upon receipt of instructions from the Grantor and proof of acceptance by the Authorized Agent, the Trustee will accept investment direction and may fully rely on those instructions as if the Trustee had received the instructions from the Grantor.

The Trustee will determine the investments available within the Trust Account. These investments will be permissible investments under the applicable laws and Regulations. The Trustee may change its investment options from time to time and the Grantor may move his or her monies in the Trust Account to different investments. Any investment changes within the Trust Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Trustee will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Trustee has no duty to question the investment directions provided by the Grantor or any issues relating to the management of the Trust Account. The Grantor will indemnify and hold the Trustee harmless from and against all costs and expenses (including attorney's fees) incurred by the Trustee in connection with any litigation regarding the investments within the Trust Account where the Trustee is named as a necessary party.

The Trustee will promptly execute investment instructions received from the Grantor if the instructions are in a form and manner acceptable to the Trustee. If the Trustee determines the instructions from the Grantor are unclear or incomplete, the Trustee may request additional instructions. Until clear instructions are received, the Trustee reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Grantor. The Trustee will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Grantor will indemnify and hold the Trustee harmless for any adverse consequences or losses incurred from the Trustee's actions or inactions relating to the investment directions received from the Grantor or Authorized Agent.

The Grantor will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

4. Beneficiary Designation. The Grantor has the right to designate any person(s) or entity(ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Trustee filed with the Trustee during the Grantor's lifetime. If the Trustee and applicable laws and Regulations so permit, this right also extends to the Grantor's designated beneficiaries following the Grantor's death. Any successor beneficiary so named will be entitled to the proceeds of the Trust Account if the beneficiary dies before receiving his or her entire interest in the decedent's IRAs. A designation of successor beneficiaries submitted by the Grantor's beneficiary must be in writing in a form and manner acceptable to the Trustee filed with the Trustee during the lifetime of the Grantor's beneficiary.

If the Grantor is married and subject to the marital or community property laws that require the consent of the Grantor's spouse to name a beneficiary other than or in addition to such spouse, the Grantor understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Grantor's death, the Trust Account will be paid to the primary beneficiaries in equal shares, unless indicated otherwise, in a form and manner acceptable to the Trustee. If no primary beneficiaries survive the Grantor, the Trust Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Grantor or if the Grantor fails to designate beneficiaries during his or her lifetime, the Trust Account will be paid to the Grantor's estate following the Grantor's death.

No payment will be made to any beneficiary until the Trustee receives appropriate evidence of the Grantor's death as determined by the Trustee.

If a beneficiary entitled to payment is a minor, the Trustee is relieved of all of its obligations as Trustee by paying the Trust Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Grantor represents and warrants that all beneficiary designations meet the applicable laws. The Trustee will exercise good faith in distributing the Grantor's Trust Account consistent with the beneficiary designation. The Grantor, for the Grantor and the heirs, beneficiaries and estate of the Grantor agrees to indemnify and hold the Trustee harmless against all claims, liabilities and expenses resulting from the Trustee's payment of the Trust Account consistent with such beneficiary designation and the terms of the Agreement.

5. Distributions. Distributions may be requested from the Trust Account by delivering a request to the Trustee in a form and manner acceptable to the Trustee. The Trustee is not obligated to distribute the Trust Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Trustee may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

6. Amendment and Termination. The Trustee may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Trustee determines advisable. Any such amendment will be sent to the Grantor at the last known address on file with the Trustee. The amendment will be effective on the date specified in the notice to the Grantor. At the Grantor's discretion, the Grantor may direct in a form and manner acceptable to the Trustee, that the Trust Account be transferred to another trustee or custodian. The Trustee will not be liable for any losses from any actions or inactions of any successor trustee or custodian.

The Grantor may terminate this Agreement at any time by providing a written notice of such termination to the Trustee in a form and manner acceptable to the Trustee. As of the date of the termination notice, the Trustee will no longer accept additional deposits under this Agreement. Upon receiving a termination notice, the Trustee will continue to hold the assets and act upon the provisions within the Agreement until the Grantor provides additional instructions. If no instructions are provided by the Grantor to the Trustee within 30 days of the termination notice, and unless the Trustee and Grantor agree in writing otherwise, the Trustee will distribute the Trust Account, less any applicable fees or penalties, as a single payment to the Grantor. The Trustee shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

The Trustee may resign at any time by providing 30 days written notice to the Grantor. Upon receiving such written notice, the Grantor will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Trust Account, the Trustee shall transfer the Trust Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Grantor, the Trustee may, at its own discretion, select a successor trustee or custodian and transfer the Trust Account, less any applicable fees or penalties, or may distribute the Trust Account, less any applicable fees or penalties, as a single payment to the Grantor. The Trustee shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

By establishing an Individual Retirement Account with the Trustee, you agree that you will substitute another custodian or trustee in place of the existing Trustee upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Trustee has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

7. Instructions, Changes of Addresses and Notices. The Grantor is responsible to provide any instructions, notices or changes of address in writing to the Trustee. Such communications will be effective upon actual receipt by the Trustee unless otherwise indicated in writing by the Grantor.

Any notices required to be sent to the Grantor by the Trustee will be sent to the last address on file with the Trustee and are effective when mailed unless otherwise indicated by the Trustee.

If authorized by the Trustee and provided by the Grantor in the Application, Trust Account Agreement or other documentation acceptable to the Trustee, an electronic address is an acceptable address to provide and receive such communications.

8. Fees and Charges. The Trustee reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Trustee's fee schedule or other disclosure document provided by the Trustee. The Trustee will provide the Grantor 30 days written notice of any fee changes. The Trustee will collect all fees from the cash proceeds in the Trust Account. If there is insufficient cash in the Trust Account, the Trustee may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Trustee so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Trust Account.

If the Trustee offers investments other than depository products, the Grantor recognizes that the Trustee may receive compensation from other parties. The Grantor agrees to pay the Trustee a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Grantor agrees to pay any expenses incurred by the Trustee in the performance of its duties in connection with this Agreement. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind that may be levied or assessed with respect to such Trust Account. All such fees, taxes and other administrative expenses charged to the Trust Account shall be collected either from the assets in the Trust Account or from any contributions to or distributions from such Trust Account if not paid by the Grantor. The Grantor shall be responsible for any deficiency. In the event that for any reason the Trustee is not certain as to who is entitled to receive all or part of the IRA, the Trustee reserves the right to withhold any payment from the IRA, to request a court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination.

9. Transfers and Rollovers. The Trustee will accept transfers and rollovers from other plans. The Grantor represents and warrants that only eligible transfers and rollovers will be made to the Trust Account. The Trustee reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Trust Account.

The Trustee will act on written instructions from the Grantor received in a form and manner acceptable to the Trustee to transfer the Trust Account to a successor trustee or custodian. The Trustee is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

10. Beneficiary's (and Inherited Roth IRA Owner's) Rights. Except as otherwise provided in this Agreement or by applicable law or regulations, all rights, duties, obligations, and responsibilities of the Grantor under the Agreement will extend to the Grantor's beneficiary(ies) following the death of the Grantor and to the Inherited Roth IRA owner who establishes the Roth IRA as an Inherited Roth IRA.

Except for eligible transfers of inherited Roth IRA assets or eligible rollovers of inherited employer plan assets, beneficiary(ies)/Inherited Roth IRA owners are prohibited from contributing to the Trust Account, unless defined as allowable under the Code or regulations.

Following the death of the Grantor, beneficiary(ies)/Inherited Roth IRA owners must take distributions in accordance with Code section 401(a)(9), regulations, and this Agreement. Following the death of the Inherited Roth IRA owner, successor beneficiaries must take distributions in accordance with Code section 401(a)(9), regulations, and this Agreement.

If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA. The procedures your surviving spouse must follow to treat your Roth IRA as his or her own depend on whether your surviving spouse is your sole designated beneficiary. Your surviving spouse beneficiary will also be entitled to the additional beneficiary distribution options as prescribed by the Code or regulations.

The Trustee will not be liable for, and the beneficiary(ies)/Inherited Roth IRA owner will indemnify and hold the Trustee harmless from, any adverse consequences and/or penalties resulting from the beneficiary(ies)'s/Inherited Roth IRA owner's actions or inactions (including errors in calculations resulting from reliance on information provided by the beneficiary(ies)/Inherited Roth IRA owner) with respect to determining required distributions.

11. Miscellaneous.

Agreement-- This Agreement and all amendments are subject to all state and federal laws. The laws of the Trustee's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Exclusive Benefit-- The Trust Account is maintained for the exclusive benefit of the Grantor and his or her beneficiary(ies). To the extent permitted by law, no creditors of the Grantor may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Trust Account.

Maintenance of Records-- The Trustee will maintain adequate records and perform its reporting obligations required under the Agreement. The Trustee's sole duty to the Grantor regarding reporting is to furnish the IRS mandated reports as required in Article VI of this Agreement. The Trustee may, at its discretion, furnish additional reports or information to the Grantor. The Grantor approves any report furnished by the Trustee unless within 30 days of receiving the report the Grantor notifies the Trustee in writing of any discrepancies. Upon receipt of such notice, the Trustee's responsibility is to investigate the discrepancies and make any corrections or adjustments accordingly.

Minimum Value-- The Trustee reserves the right to establish Roth IRA account minimums. The Trustee may resign or charge additional fees if the minimums are not met.

Other Providers-- In its discretion, the Trustee may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

Severability-- If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.

Trustee as Agent-- The Grantor acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, Regulations and rules associated with this Agreement. Further, the Grantor acknowledges and understands that the Trustee will act solely as an agent for the Grantor and bears no fiduciary responsibility. The Trustee will rely on the information provided by the Grantor and has no duty to question or independently verify or investigate any such information. The Grantor will indemnify and hold the Trustee harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Trustee.

Trustee Acquired/Merged-- If the Trustee is purchased by or merged with another financial institution qualified to serve as a trustee or custodian that institution will automatically become the trustee or custodian of this Roth IRA unless otherwise indicated.

GENERAL INSTRUCTIONS

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

Purpose of Form. Form 5305-R is a model Trust Account Agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (Grantor) and the Trustee. This account must be created in the United States for the exclusive benefit of the Grantor and his or her beneficiaries.

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Grantor's gross income; and distributions after 5 years that are made when the Grantor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Trustee must give the Grantor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs).

SPECIFIC INSTRUCTIONS

Article I. The Grantor may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the Grantor have been made for the same tax year, (2) the Grantor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the Grantor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V. This article describes how distributions will be made from the Roth IRA after the Grantor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the Grantor's intent. Under paragraph 3 of Article V, the Grantor's spouse is treated as the owner of the Roth IRA upon the death of the Grantor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed to by the Grantor and Trustee to complete the Agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Trustee, Trustee's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Grantor, etc.