

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

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

The Depositor assigned the Custodial IRA the amount indicated on the Roth IRA Application.

The Depositor and the Custodian 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 Custodian 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 Depositor 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 Depositor filing jointly, between AGI of \$186,000 and \$196,000; and for a married Depositor 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 Depositor and his or her spouse.

ARTICLE III

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE IV

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 V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor'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 Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor'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 Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The Custodian agrees to submit to the IRS and Depositor 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 Depositor, and us as the Custodian. References to "you" and "your" mean the Depositor, and references to "we", "us", and "our" mean the Custodian.

Agreement. Agreement means the Roth IRA Custodial Agreement (IRS Form 5305-RA), 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 Custodian 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 Depositor (or by the beneficiary following the Depositor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Depositor.

Code. Code means the Internal Revenue Code.

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

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.

Depositor. The Depositor is the person who establishes the Custodial Account. In the case of an Inherited Roth IRA, the Depositor 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 Depositor 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.

2. Depositor's Responsibilities. All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Depositor 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 Depositor will provide to the Custodian the information the Custodian 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 Depositor will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

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

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

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

The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian 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 Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent.

The Depositor 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 Depositor 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 Custodian filed with the Custodian during the Depositor's lifetime. If the Custodian and applicable laws and Regulations so permit, this right also extends to the Depositor's designated beneficiaries following the Depositor's death. Any successor beneficiary so named will be entitled to the proceeds of the Custodial 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 Depositor's beneficiary must be in writing in a form and manner acceptable to the Custodian filed with the Custodian during the lifetime of the Depositor's beneficiary.

If the Depositor is married and subject to the marital or community property laws that require the consent of the Depositor's spouse to name a beneficiary other than or in addition to such spouse, the Depositor 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 Depositor's death, the Custodial Account will be paid to the primary beneficiaries in equal shares unless indicated otherwise in a form and manner acceptable to the Custodian. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death.

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

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

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

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

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

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

The Custodian may resign at any time by providing 30 days written notice to the Depositor. Upon receiving such written notice, the Depositor 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 Custodial Account, the Custodian shall transfer the Custodial 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 Depositor, the Custodian may, in its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian 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 Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian 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 Depositor is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated in writing by the Depositor.

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

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

8. Fees and Charges. The Custodian 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 Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Depositor 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian 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 Custodial Account.

If the Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties. The Depositor agrees to pay the Custodian a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Custodian 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 Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor. The Depositor shall be responsible for any deficiency. In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the IRA, the Custodian 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 Custodian will accept transfers and rollovers from other plans. The Depositor represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian 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 Custodial Account.

The Custodian will act on written instructions from the Depositor received in a form and manner acceptable to the Custodian to transfer the Custodial Account to a successor trustee or custodian. The Custodian 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 Depositor under the Agreement will extend to the Depositor's beneficiary(ies) following the death of the Depositor 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 Custodial Account, unless defined as allowable under the Code or regulations.

Following the death of the Depositor, 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 Custodian will not be liable for, and the beneficiary(ies)/Inherited Roth IRA owner will indemnify and hold the Custodian 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 Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Custodian Acquired/Merged-- If the Custodian 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.

Custodian as Agent-- The Depositor 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 Depositor acknowledges and understands that the Custodian will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Depositor and has no duty to question or independently verify or investigate any such information. The Depositor will indemnify and hold the Custodian 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 Custodian.

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

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

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

Other Providers-- In its discretion, the Custodian 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.

GENERAL INSTRUCTIONS

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

Purpose of Form. Form 5305-RA is a model Custodial Account Agreement that meets the requirements of section 408A. 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 (Depositor) and the Custodian. This Account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

Do not file Form 5305-RA 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 Depositor's gross income; and distributions after 5 years that are made when the Depositor 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 Custodian must give the Depositor, 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 Depositor may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, (2) the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the Depositor'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 Depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the Depositor's intent. Under paragraph 3 of Article V, the Depositor's spouse is treated as the owner of the Roth IRA upon the death of the Depositor, 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 Depositor 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 Depositor, etc.