



820 Jorie Blvd. Suite 420  
Oak Brook, IL 60523

## Important instructions for completing these forms

The forms you requested follow this page. You can either complete the forms on your computer and then print them out, or print them out first and fill it in by hand.

### Completing forms by computer

- 1) Type in the requested information in the corresponding fields on each form.
- 2) While completing the first form, the same fields in the other forms will be populated (e.g. name, address).
- 3) When you have completed the forms, print them.

*Please Note: Adobe® Reader® does not allow you to save work. It's very important that you print out your forms immediately after completing them.*

### Submitting forms

When your forms are complete, please review, sign and date and send them to:

Millennium Trust Company  
820 Jorie Blvd, Suite 420  
Oak Brook, IL 60523

### Additional documents

Be sure to enclosure any accompanying materials with your forms (such as offering memorandum). Should you have any questions, or need help, please call

**Thank you for choosing Millennium Trust Company.**

## Self Directed IRA Adoption Agreement Instructions

The application process begins with the completion of the **Self Directed IRA Adoption Agreement**. By completing the agreement and signing on the last page you will be authorizing Millennium Trust Company to open your IRA account.

### Steps

#### Section A: Account Information

- Select the type of IRA desired.
- Complete personal information for identification purposes.
- Remember to include your e-mail address.

#### Section B: IRA Funding Information

- Identify how your IRA will be funded: Contribution Deposit, 60-day Rollover, Transfer from another IRA or Qualified Plan Direct Rollover. **Complete the appropriate Deposit, Transfer or Rollover Form and return with your Adoption Agreement.**

#### Tips: Frequently Missed Items

The type of IRA in Section A  
 Your residential address  
 Your Social Security Number  
 Your date of birth  
 Your beneficiaries' names, dates of birth, and Social Security Numbers  
 Your signature in Section G

#### Section C: Account Access and Statement Preferences

- Identify if you would like 24-hour online account access. You must also include your e-mail address in Section A. You will receive an e-mail notifying you when your quarterly statement is available for viewing. If you choose on-line access, your access ID and temporary password will be e-mailed within 10 business days of the opening of your account.
- If you request paper statements rather than online statements, you will be charged a **\$25 annual fee**.
- Check if you would like your investment agent, advisor, or spouse, etc. to have access to your account. **Complete Third Party Authorization Form and return with your Adoption Agreement.**

#### Section D: Payment Election for Account and Asset Holding Fees

- A **\$50 non-refundable establishment fee** is required to open your account. Your establishment and annual fees will be charged to your credit card or debited from your checking account. Select your option here.
- If choosing the credit card option, please provide a complete credit card number and provide your name as shown on the card, check appropriate card type and include expiration date and e-mail address in Section A to receive courtesy notifications.
- If choosing the ACH debit option, **include a voided check** and e-mail address in Section A to receive courtesy notifications.
- If selecting the invoice option, a \$10.00 fee per invoice applies.

#### Section E: Account Cash Investment Program

- Millennium Trust's Cash Investment Program uses various banks to provide multiple levels of FDIC insurance. Please refer to your IRA Custodial Agreement for more information.

#### Section F: Account Beneficiary Information

- Identify your primary and contingent beneficiaries. **Percentages for each section must equal 100%**.
- If you are selecting a primary beneficiary other than your spouse and live in one of the community property states listed you must include your spouse's signature.

#### Section G: Account Owner's Acknowledgement and Agreement

- Review the acknowledgement and agreement section and **sign** as IRA account owner.

### Submission Options

Please read and retain for your files the **Custodial Agreement, Disclosure Statement, Fee Schedule and Privacy Policy**. Original signatures are required. Please send original signed documents by overnight delivery or regular mail to:

Millennium Trust Company, LLC  
 820 Jorie Blvd., Suite 420  
 Oak Brook, Illinois 60523

### Questions?

For assistance please contact: 

Alternative Investment Client Service	800.618.6177
Futures Client Service	800.932.0053



820 Jorie Blvd., Suite 420  
Oak Brook, IL 60523  
800.618.6177 Alternative Investments  
800.932.0053 Futures

www.mtrustcompany.com

# SELF DIRECTED IRA ADOPTION AGREEMENT

Please select investment type (choose one):

- Futures/Forex
- Precious Metals Only
- Alternative Investments
- Traditional Investments

## A ACCOUNT INFORMATION

Type of IRA (Please check one):  Traditional  Roth  SEP (Must include SEP IRA Contribution Agreement Form # IRA-026)

This account is also an inherited IRA. Please provide the name of the original account holder:

### IRA Owner Information ("Account Owner"):

Mr.  Mrs.  Ms. Name:

Home Telephone No.:

Work Telephone No.:

E-mail Address:

Mother's Maiden Name:

Social Security No.:

Date of Birth:

Residential Address (P.O. box **not** acceptable):

Address:

City:

State:

Zip:

Account's Mailing Address If Different From Above (used as address of record):

Address:

City:

State:

Zip:

Driver's License:

Driver's License No.:

State:

## B IRA FUNDING INFORMATION

Amount Transferred/Funded:

- |  |    |
|--|----|
| 1. Regular IRA Contribution for tax year:<br><i>(Please complete Funding Form #OPR-012)</i>  | \$ |
| 2. Regular IRA Contribution for tax year:<br><i>(Please complete Funding Form #OPR-012)</i>  | \$ |
| 3. IRA Account Transfer (estimated total):<br><i>(Please complete IRA to IRA Account Transfer Authorization Form # IRA-007)</i>          | \$ |
| 4. Qualified Plan Direct Rollover:<br><i>(Please complete Qualified Retirement Plan Authorization of Direct Rollover Form # IRA-008)</i> | \$ |
| 5. 60-Day Rollover:  |    |
| Cash <i>(Please complete Funding Form #OPR-012)</i>  | \$ |
| In-Kind Assets <i>(Please complete Funding Form #OPR-012)</i>  | \$ |

Please continue to page two to complete this form.



### C ACCOUNT ACCESS AND STATEMENT PREFERENCES

Please indicate your preferences with respect to online account access (*E-mail address required in Section A*) and statements. Accounts receiving paper statements will be charged an annual fee of \$25.00. If no option is selected, and if you have provided your e-mail address in Section A, your account statements will be made available to you online, otherwise you will receive paper statements quarterly. **A valid, unique e-mail address is required for all users.**

- Prefer 24-Hour Online Account Access with Quarterly Online Statements**  
I want online access to my account(s) and my statements.
  - I also want online Trading access.
- Prefer 24-Hour Online Access and Quarterly Statements in Mail**  
I want online access to my account(s) and online statements, *and* paper statements (\$25.00 annual fee) quarterly through the U.S. Mail.
  - I also want online Trading access.
- Decline 24 Hour Online Account Access and Receive Quarterly Statements in Mail**  
I decline online access and prefer to receive paper statements (\$25.00 annual fee) quarterly through the U.S. Mail.
- Request Investment Agent/Advisor Access**  
I would like my Investment Agent to receive duplicate paper statements *and/or* view my account(s) online in the manner I have selected above; I have completed and attached the *Third Party Authorization* (OPR-004) granting the designated agent investment authority over my account(s).

### D PAYMENT ELECTION FOR ACCOUNT AND ASSET HOLDING FEES

Please select your preferred method of payment of your account and asset holding fees from one of the following three (3) payment options. If no selection is made, Millennium Trust will default to the Invoice option.

If you select either the Credit Card or Debit (ACH) option, you must provide us with your e-mail address in Section A in order to receive courtesy e-mail notifications as to when account fees will be deducted from your account. A non-refundable establishment fee of \$50 will be charged to either your credit card or checking account at the time of account opening.

If you select the Invoice option, please enclose a check in the amount of \$50 payable to Millennium Trust Company for the non-refundable establishment fee.

- Credit Card** (*Account Owner's information listed below is required if credit card option is selected.*)

Name of Cardholder: <i>(As it appears on card)</i>	
Credit Card #:	Expiration Date:      /      /
Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover	Month      Year
By executing this Adoption Agreement, I authorize Millennium Trust Company to charge my credit card for the establishment fee and annual IRA fees.	

- Debit (ACH) my checking account.** (*Please attach a voided check to this form, and fill out bank information below.*)

Bank Name:	Bank Phone:
Transit/ABA Number ( <i>9 digits</i> ):	Account Number:
Name(s) on Account:	

- Invoice (\$10.00 fee per invoice applies.)**

**Additional fees will be charged to your account at the time the additional service(s) is provided.**

*Please continue to page three to complete this form.*

**E ACCOUNT CASH INVESTMENT PROGRAM**

I acknowledge that idle cash in my account will be invested by the Millennium Trust Company, LLC automatic cash investment program ("Program") as described in the Article titled Cash Investment Program, Mutual Funds Fees in the respective Individual Retirement Account Custodial Agreement. The Program uses four different banks to provide multiple levels of FDIC insurance up to \$1 million as cash balances increase, plus a money market mutual fund ("Fund") for cash over \$1 million. The banks and the Fund currently used are listed on Millennium Trust's website [www.mtrustcompany.com](http://www.mtrustcompany.com). Please contact a Millennium client service representative for further information and details regarding the Program.

**F ACCOUNT BENEFICIARY INSTRUCTIONS**

I, the undersigned, hereby make the following beneficiary designation. In the event of my death, pay benefits to the following named primary beneficiary(ies). If you are married and designate a beneficiary other than your spouse, have your spouse sign the spousal consent below if you live in a community property state. If more than one primary or contingent beneficiary is designated, the assigned percentages must equal 100%, or the beneficiaries will be assigned equal percentages. Contingent Beneficiaries take hereunder only if all Primary Beneficiaries fail to survive me. If multiple Primary or Contingent Beneficiaries are named, as to each Beneficiary that shall not survive me, his or her share (if any for a Contingent Beneficiary) shall be distributed to the remaining Beneficiaries, Primary or Contingent as the case may be in the proportions shown. Additional beneficiary designations or changes must be made via the proper form.

<i>Full Name</i>	<i>Relationship</i>	<i>Soc Sec #</i>	<i>Birth Date</i>	<i>% to Beneficiary</i>
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**Primary Beneficiaries****Contingent Beneficiaries**

**Spousal Consent:** Complete this section if (1) Account Owner is married and has designated a Primary Beneficiary other than his/her spouse; and (2) this IRA account includes property in which his/her spouse possesses a community property interest. As of December 31, 2010, community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

I am the spouse of the Account Owner named above, I agree to my spouse's naming of a Primary Beneficiary other than myself, and I acknowledge that I shall have no claim whatsoever against Millennium Trust Company, LLC for any payment to my spouse's beneficiary(ies).

Spouse's Name:

Spouse's Signature: \_\_\_\_\_ Date:

***Please continue to page four to complete this form.***

**G ACCOUNT OWNER'S ACKNOWLEDGEMENT AND AGREEMENT**

**Acknowledgement, Agreement and Signature** *(Please read carefully, then sign and date below):*

I acknowledge and agree that it is my sole responsibility to direct the investment of the assets of my IRA with Millennium Trust Company, LLC as custodian ("Custodian"), and that the Custodian shall have NO LIABILITY for any losses, expenses, damages, costs, court costs including attorney fees or taxes, including a prohibited disqualification tax, and other liabilities and claims (collectively, "Damages") resulting from transactions executed by the Custodian in following directions from me or my authorized Investment Agent. I acknowledge that the Custodian does not provide any investment management or advice and will not be responsible for the performance of any asset in my IRA. I will obtain and read any applicable prospectus, private placement memorandum, offering circular or similar document prior to directing the Custodian to make any investment on behalf of my IRA. I agree to defend and indemnify the Custodian and to hold the Custodian harmless from and against all damages arising from taking any action directed orally or in writing by me or my authorized Investment Agent, or otherwise in connection with any investment which I, or my Investment Agent, has directed.

I understand the eligibility requirements for the type of investments I am making and state that I qualify to establish an IRA and to make such investments. I acknowledge that the Custodian has no responsibility for tax consequences due to additions to or distributions from this IRA. I acknowledge that I have received a copy of the Individual Retirement Account Custodial Agreement ("Agreement") and the accompanying Disclosure Statement, and I understand and agree to be bound by the terms, and conditions in both. I acknowledge that I have had the opportunity to review the Custodian's Fee Schedule and agree to the establishment fee and the other fees charged by the Custodian and the procedures in Article XVII of the Agreement. If I elect to make a rollover contribution to this IRA, I certify that I understand the rollover rules and I will meet the applicable requirements. I acknowledge that the Custodian does not provide, and I have not received from Custodian any tax or legal advice. I hereby certify that all information provided by me is true and correct.

**IMPORTANT USA PATRIOT ACT INFORMATION**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

***What this means to you: You must provide us with your name, residential address, social security number, date of birth and your driver's license number before we will accept and open your account.***

Under penalties of perjury, I certify that (1) the Social Security number is my correct tax identification number; (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, or if so notified, such notice is no longer in effect; and (3) I am a U.S. person (including a U.S. resident alien). The IRS does not require that I consent to any provisions of this document other than this certification to avoid backup withholding.

**ALL SECTIONS MUST BE COMPLETED IN ORDER TO AVOID DELAYS IN PROCESSING.**

IRA Account Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Millennium Trust Company, LLC has entered into an Individual Retirement Custodial Agreement as Custodian with the above account owner. Millennium Trust Company, LLC by its authorized representative agrees to act as Custodian.

By: \_\_\_\_\_ Account No.: \_\_\_\_\_ Date: \_\_\_\_\_

**For Internal Use Only:**

Reference: \_\_\_\_\_

## IRA-to-IRA Account Transfer Authorization Instructions

Please use the instructions below to complete the IRA-to-IRA Account Transfer Form.

### Steps

#### Section A: Current IRA Account Information

- Include your current IRA Custodian's name, address, telephone number, fax number and e-mail address. In addition, include your name, social security number and the account number at your current IRA Custodian.
- Indicate the type of IRA at your current IRA Custodian by marking the appropriate box on the form.

#### Section B: Transfer of Current IRA Account

- From the options provided, please select the action you want to occur in the transfer of your account. You will need to mark "complete", if you wish to transfer your entire account to Millennium. If wish to transfer a portion of your account to Millennium, you will need to mark "partial".
- "Liquidate" means that asset(s) will be sold and the proceeds sent to Millennium. Please instruct your current IRA Custodian to liquidate assets prior to completing and submitting this form.
- An "In-Kind" transfer means that the asset(s) will not be sold, but the ownership will change to your Millennium IRA.
- If you are not requesting a complete transfer in-kind of your asset(s), then list all assets to be transferred in the spaces provided in the "In-Kind Instructions" area. Attach a separate list if needed.
- Indicate if you want your funds wire transferred. **Note: Please check with your current IRA Custodian; they may apply a fee for this service.**

#### Section C: Transfer Authorization

- Read the certification, sign and date the IRA-to-IRA Account Transfer Authorization form and if you are an existing client please include your Millennium IRA Account Number.
- Please contact your current IRA Custodian to inquire if they require your signature to be guaranteed. If so, your local bank or brokerage firm may offer this service. **Note: A notary public is not acceptable.**
- Please indicate if you want your form to be sent by overnight delivery to your current IRA Custodian.

#### Section D: Millennium Acceptance

- If the IRA-to-IRA Account Transfer Authorization Form is complete, Millennium will sign the acceptance subject to a review of the assets and send the request to your current IRA Custodian. If the form is missing required information, it will be returned to you to be completed.

#### Other Information

- **You must include a copy of your most recent statement (dated within three months) from your current IRA Custodian.**
- The timing of the funding of your Millennium IRA is dependent upon when your current IRA Custodian processes the transfer which can take up to four weeks or more. Questions on any delays you might experience should be directed to your current IRA Custodian.

### Submission Options

**Original signatures are required.** Please send all original documents by regular mail or overnight delivery to:

Millennium Trust Company, LLC  
Attn: Transfer Department  
820 Jorie Blvd., Suite 420  
Oak Brook, Illinois 60523

### Questions?

For assistance, please contact a Client Service Specialist at 888.880.0828.



820 Jorie Blvd. Suite 420  
 Oak Brook, IL 60523  
 888.880.0828 Telephone  
 www.mtrustcompany.com

# IRA-TO-IRA ACCOUNT TRANSFER AUTHORIZATION

(Millennium Trust Company is Non-ACAT eligible.)

## A CURRENT IRA ACCOUNT INFORMATION

Please fill in all information:

Current Custodian (Name of Transferring Firm) Re: Account Owner's Name

Custodian Street Address Social Security No.

City State Zip Account No. w/ Current Custodian

Phone No. Fax No. E-mail Address

IRA TYPE:     Traditional     Roth     SEP     SIMPLE

This account is also an inherited IRA.

## B TRANSFER OF CURRENT IRA ACCOUNT

**NOTE: A COMPLETE COPY OF YOUR CURRENT ACCOUNT STATEMENT MUST BE RECEIVED WITH THIS IRA-TO-IRA ACCOUNT TRANSFER AUTHORIZATION BEFORE ANY TRANSFER/LIQUIDATION CAN BE SUBMITTED.**

Please choose either a Complete or Partial transfer:

- This is a **COMPLETE** transfer of the assets in my existing account. **Please choose one of the following:**
  - Transfer my entire account IN-KIND. (Assets will be re-registered/money market funds will be transferred as cash.)
  - Liquidate all assets and transfer as cash. Estimated amount: \$  
(Account Owner must instruct current IRA Custodian to liquidate all assets prior to submitting this form.)
  - Transfer \$ \_\_\_\_\_ in cash and transfer IN-KIND all assets listed on the lines below: (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
- This is a **PARTIAL** transfer of the assets in my existing account. **Please choose one of the following:**
  - Transfer \$ \_\_\_\_\_ in cash. (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
  - Transfer IN-KIND only the assets listed on the lines below.
  - Transfer \$ \_\_\_\_\_ in cash and transfer IN-KIND all assets listed on the lines below: (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
- Check here if you would like your funds wired. (Fee may apply — please check with your current Custodian.)

**Please continue to page two to complete this form.**





**B TRANSFER OF CURRENT IRA ACCOUNT CONTINUED**

**In-Kind Instructions:**

Quantity (# of Shares or \$ Amount)	Description of Asset (Name of Fund, Security or Asset)	Estimated Fair Value

**C TRANSFER AUTHORIZATION**

I certify that the assets listed above are held in an IRA. If I am over 70½, I attest that none of the amount to be transferred to Millennium (MTC) will include any sums so required to be distributed under IRS minimum distribution rules, and Millennium may assume that all amounts received are eligible. I understand that Millennium reserves the right to review all assets being transferred prior to final acceptance as Successor Custodian. To expedite this transfer, I have provided Millennium with complete information, and I will check with my current Trustee to determine when the transfer will be processed.

Please check with your current Trustee/Custodian to determine if a Medallion Signature Guarantee is required.

**[Medallion Signature Guarantee Stamp Here]**

Name:

\_\_\_\_\_  
Signature

Date

Millennium Account No:  
(Leave account number blank if you are a new account owner)

*A Medallion Signature Guarantee may be obtained from an authorized officer at a brokerage firm, bank or other financial institution. Certification by a notary public is not a substitute for a signature guarantee.*

This form will be sent to your current Custodian by regular U.S. Mail unless overnight delivery is requested.

- Yes, I authorize Millennium to send by overnight delivery (A \$25 fee will be charged to your Millennium Account).

**D MILLENNIUM ACCEPTANCE**

Millennium Trust Company will accept the above-captioned account as Successor Custodian.

\_\_\_\_\_  
Authorized Officer Signature Date:

**Millennium Trust Company, LLC Custodian FBO:**  
820 Jorie Blvd., Suite 420  
Oak Brook, IL 60523

Account No.:

Date Mailed:

Tax Identification No. 36-4400066

**IRA TYPE:**

- Traditional
- Inherited Traditional
- Roth
- Inherited Roth
- SEP
- SIMPLE

**PLEASE DO NOT FAX THIS FORM.**



820 Jorie Blvd. Suite 420  
 Oak Brook, IL 60523  
 630.368.5600 Telephone  
 www.mtrustcompany.com

# QUALIFIED PLAN DIRECT ROLLOVER AUTHORIZATION

(Millennium Trust Company is  
 Non-ACAT Eligible)

*This form is used to authorize/request a "direct rollover" from the participant's qualified plan to the successor custodian.*

**Note:** Roth assets held in a 401(k) or 403(b) plan cannot be rolled over to a Traditional IRA. Rollover of Roth assets from an employer-sponsored plan must be to a Roth IRA only.

## A QUALIFIED PLAN INFORMATION

Type of Plan:     401(k)     403(b)     Profit Sharing Plan     Other:

**Attach a copy of your most recent statement from your Employer-Sponsored Plan.**

**Present Custodian/Trustee Information:**

Employer/Plan Name:

Trustee/Custodian Name:

Trustee/Custodian Address:

City:

State:

Zip:

Trustee/Custodian Phone No.:

Plan or Account Number:

**Participant Information:**

Name:

Social Security No.:

**Type of plan/account to which the direct rollover will be made:**

- Profit Sharing/Pension Plan                       Traditional IRA                       SEP IRA
- 401(k) Plan     Roth IRA

## B DIRECT ROLLOVER AUTHORIZATION

*Please choose either a Complete or Partial transfer:*

- This is a **complete** transfer of the assets in my existing account. **Please choose one of the following:**
  - Transfer my entire account IN-KIND. (Assets will be re-registered/money market funds will be transferred as cash.)
  - Liquidate all assets and transfer as cash. Estimated amount: \$  
(Account Owner must instruct current Custodian to liquidate all assets prior to submitting this form.)
  - Transfer \$ \_\_\_\_\_ in cash and transfer IN-KIND all assets listed on the lines below: (NOTE: If there is insufficient cash in your qualified plan, you must instruct your current Custodian to liquidate the comparable value in assets.)

**Please continue to page two to complete this form.**



**B DIRECT ROLLOVER AUTHORIZATION CONTINUED**

- This is a **partial** transfer of the assets in my existing account. **Please choose one of the following:**
  - Transfer \$ \_\_\_\_\_ in cash. (NOTE: If there is insufficient cash in your qualified plan, you must instruct your current Custodian to liquidate the comparable value in assets.)
  - Transfer IN-KIND only the assets listed on the lines below.
  - Transfer \$ \_\_\_\_\_ in cash and transfer IN-KIND all assets listed on the lines found on page two: (NOTE: If there is insufficient cash in your qualified plan, you must instruct your current Custodian to liquidate the comparable value in assets.)
- Check here if you would like your funds wired. (Fee may apply — please check with your current Custodian.)

**In-Kind Instructions:**

**Quantity** (All shares, or specify #)

**Name of Fund, Security, or Asset**

**C RECIPIENT'S ACKNOWLEDGEMENT AND SIGNATURE**

**ACKNOWLEDGEMENT AND SIGNATURE BY CLIENT:**

By signing this form, I certify that the Successor Plan is a defined contribution/defined benefit plan or IRA that accepts eligible rollover distributions. Furthermore, the present custodian can rely on the information herein without further investigation and will be held harmless for any adverse consequences that may result. I understand that Millennium reserves the right to review all assets being transferred prior to final acceptance as Successor Custodian.

Please check with your current Trustee/Custodian to determine if a Medallion Signature Guarantee is required.  
**[Medallion Signature Guarantee Stamp Here]**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

A Medallion Signature Guarantee may be obtained from an authorized officer at a brokerage firm, bank or other financial institution. Certification by a notary public is not a substitute for a signature guarantee.

Millennium Account No.:

(Leave account number blank if you are a new account owner)

This form will be sent to your current Custodian by regular U.S. Mail unless overnight delivery is requested.

- Yes, I authorize Millennium to send by overnight delivery (A \$25 fee will be charged to your Millennium Account).

**D MILLENNIUM ACCEPTANCE**

Millennium Trust Company will accept the above-captioned account as Successor Custodian.

Authorized Officer: \_\_\_\_\_

Date: \_\_\_\_\_

**Millennium Trust Company, LLC Custodian** FBO: \_\_\_\_\_

Account No: \_\_\_\_\_

820 Jorie Blvd., Suite 420  
 Oak Brook, IL 60523

Tax Identification No. 36-4400066

**Plan Type:**

- Profit Sharing/Pension Plan
- 401(k) Plan
- Traditional IRA
- Roth IRA
- SEP IRA



820 Jorie Blvd. Suite 420  
Oak Brook, IL 60523  
630.368.5600 Telephone  
630.472.5308 Fax

www.mtrustcompany.com

# FUNDING FORM

## A ACCOUNT INFORMATION

Account Owner's Name:

Millennium Account No.:

Address:

City:

State:

Zip:

E-mail address:

Daytime Phone No.:

Social Security No.:

Date of Birth:

## B FUNDING TYPE/AMOUNT

Retirement Account Funding

This contribution is effective for tax year: \_\_\_\_\_ If year is not indicated, the contribution will be made for the current year.  
(Note: SEP contributions can only be reported in the year received.) Please indicate contribution type and amount:

- |  |    |  |    |
|--|----|--|----|
| <input type="checkbox"/> Traditional IRA         | \$ | <input type="checkbox"/> Coverdell Education Savings Account | \$ |
| <input type="checkbox"/> Roth IRA                | \$ | <input type="checkbox"/> Profit-Sharing                      | \$ |
| <input type="checkbox"/> SEP IRA:                |    | <input type="checkbox"/> Solo 401(k):                        |    |
| Employer   | \$ | Employer   | \$ |
| Employee   | \$ | Deferral   | \$ |
| <input type="checkbox"/> SIMPLE IRA:             |    | Roth 401(k)  | \$ |
| Employer   | \$ |  |    |
| Employee   | \$ |  |    |
| <input type="checkbox"/> Custody Account Funding | \$ |  |    |

## C ROLLOVER TYPE/AMOUNT (FOR RETIREMENT ACCOUNTS ONLY)

Please indicate rollover type and amount:

- Direct Rollover: **Cash** \$ \_\_\_\_\_  
This is an Irrevocable Qualifying Direct Rollover from my employer's plan (401(k), 403(b), profit-sharing plan, etc.)
- 60-Day Rollover: **Cash** \$ \_\_\_\_\_ **In-Kind Asset\*** \$ \_\_\_\_\_ (estimated fair value)

Previous Custodian Name:

Previous Custodian Account No.:

**Please continue to page two to complete this form.**



**C ROLLOVER TYPE/AMOUNT (FOR RETIREMENT ACCOUNTS ONLY) CONTINUED**

\*List the assets you are rolling into your IRA (e.g., Stocks, Bonds, Mutual Funds, LP, LLC, Note, etc). All assets should be in the IRA Owner’s name.

Quantity (# of Shares or \$ Amount)	Description of Asset (Name of fund, security or asset)	Estimated Fair Value

Please include copies of the assignment and other documents you received from your prior Custodian as well as the following:

- For LLC and LP investments, provide copies of offering memorandum, operating agreement, and subscription agreement.
- For private stock, provide copy of the prospectus.
- For promissory notes, provide a copy of the note.
- For other Alternative Assets, please contact Millennium Trust at 800.618.6177 to determine the investment documentation required.

As to the Rollover indicated in this Section C, the undersigned Account Owner certifies (i) this is an irrevocable Qualifying Rollover and the Account Owner is bound by this election, (ii) all funds and assets are being deposited within the allowable 60 day period since distributed to the Account Owner, (iii) this is the only rollover for/by the Account Owner within the previous 12 month period, and (iv) none of the funds/assets being deposited contain amounts from a Required Minimum Distribution.

**D PAYMENT OPTIONS**

Please select one of the following payment options:

- I wish to make payment by check.**

Please make checks payable to:  
 Millennium Trust Company, LLC  
 F/B/O: (Insert Account Owner’s name) IRA  
 820 Jorie Blvd. Suite 420  
 Oak Brook, IL 60523

NOTE: Please include your Millennium Account number on the memo line of your check.

- I wish to make payments via wire transfer.**

Wire funds to:  
 Cole Taylor Bank                      ABA#: 0710-00343  
 1542 W. 47th St.                      Credit Acct#: 0691-76019  
 Chicago, IL 60609                      Acct Name: Millennium Trust Company, Trust Funds  
     For Further Credit: (Insert Account Owner’s Name)  
     Millennium Acct#: (Insert Acct#)

If funds are being wired, please fax this deposit form to the Attn of: “Balance and Control Department” at (630) 472-5308.

**E ACCOUNT OWNER’S ACKNOWLEDGEMENT**

Account Owner’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_



820 Jorie Blvd. Suite 420  
Oak Brook, IL 60523  
800.932.0053 Telephone  
630.368.5698 Fax

www.mtrustcompany.com

# FUTURES/FOREX INVESTMENT DIRECTION

## A ACCOUNT INFORMATION

Please select IRA type:

- Traditional     Roth     SIMPLE     SEP     Solo 401K

Account Owner's Name:

Millennium Account No.:

Daytime Phone No.:

Did you complete your FCM Commodity Account Application online?     Yes     No

## B INVESTMENT DIRECTION

I hereby authorize and direct Millennium Trust Company to make an investment as follows:

Amount to be invested: \$ \_\_\_\_\_ or All available funds   

FCM Name (Futures Comm. Merchant/Clearing Firm):

Brokerage Firm: \_\_\_\_\_ FCM Account No.:     New     Existing

Introducing Broker Name: \_\_\_\_\_ Broker's Phone No.:

Please send applicable investment documentation and/or funds as follows (*Please select one*):

- Bank Wire (*Initial investments may or may not be wired.*)
- Overnight Delivery - I hereby authorize the applicable overnight delivery fee (\$25) be charged to my account for this service request.
- U.S. Mail

Is account managed by a Commodity Trading Advisor (CTA)?     Yes     No  
If so, name of CTA Firm:

## C CONDITIONS AND LIMITATIONS

Millennium Trust Company, LLC (Millennium) shall maintain sole custody of all property acquired under the account, but may, at its option, transfer such property to another bank, trustee or custodian of its own selections for safekeeping.

The sole obligation of Millennium in its capacity as Custodian shall be the safekeeping of property upon receipt, if applicable, and acceptance of such property under the Custodial agreement. Millennium shall be under no duty, obligation, or responsibility to ascertain and verify by inspection or otherwise that the property so held by it is the same as that represented and documented by the seller. The Account Owner shall hold Millennium harmless and indemnify it against any and all claims, demands, or causes of action arising from any variation in description, quality, specification or otherwise between what has been represented and documented by the seller and that which is held in safekeeping for the benefit of the Account Owner, including but not by way of limitation, any and all necessary court costs, attorneys' fees or other expenses incurred by the Custodian.

Millennium shall have no duty, liability or responsibility to insure the proper shipment of property to its institution, and shall be held harmless and indemnified by the Account Owner from any and all claims, demands or causes of action arising from this investment direction, including but not by way of limitation, any and all necessary court costs, attorneys' fees or other expenses incurred by Custodian. Millennium as Custodian has made no representations, recommendations, or other statements, concerning agents, brokers or institutions with whom the Account Owner now or in the future may be dealing. The Account Owner has been advised to make the appropriate investigation of such persons or institutions before directing the Custodian to make any transfer of funds from the account.

**Please continue to page two to complete this form.**



**D ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE**

I hereby acknowledge that I have reviewed all pertinent information relating to the above transaction(s) (e.g., brokerage house account forms, customer agreements, etc.); that I meet the specified suitability requirements; and that this investment does not constitute a Prohibited Transaction as defined in Internal Revenue Code Section 4975. I further acknowledge and I have read and that I agree to abide by the terms, conditions, and limitations concerning permitted investments and other statements contained on this form and any other supporting documents now existing, or as determined necessary from time to time by the Millennium Trust Company, LLC.

If I completed my FCM Commodity Account Application online, I certify that I have read and completed the attached FCM Commodity Account Application online and acknowledged my agreement to its terms for my retirement account at Millennium using an electronic signature with the copy filed with the FCM. I direct Millennium to sign this FCM Commodity Account Application where applicable as custodian for my retirement account and forward it to the FCM to open a Futures/Forex account in the name of my Millennium Trust retirement account.

**A minimum of \$500.00 must remain in the cash demand account at all times. This form must be completed each time an investment is requested.**

Print name:

Account Owner's Signature: \_\_\_\_\_ Date:

**VALID FOR 90 DAYS AFTER EXECUTION OF FORM.**

**For Internal Use Only**

Per telephone conversation on \_\_\_\_\_ at \_\_\_\_\_. Acct. Admin: \_\_\_\_\_



820 Jorie Blvd. Suite 420  
Oak Brook, IL 60523  
800.932.0053 Telephone  
630.368.5698 Fax

www.mtrustcompany.com

# SPECIAL FUTURES/FOREX INVESTMENT AUTHORIZATION

## A ACCOUNT INFORMATION

Millennium Trust Company, LLC, as Custodian for the benefit of:

Account Owner

Social Security Number

Investment Type: *(check all that apply):*

- Futures Contracts
- Options on Futures
- Foreign Currency (Forex) Trading
- Covered Call Writing

In connection with the investment by the above-referenced account and the establishment by the account of one or more trading accounts (the "Accounts") with any Futures Commissions Merchant (FCM), Commodity Trading Advisor (CTA), Introducing Broker, Investment Firm or Broker Dealer (collectively, the "Broker"), you are authorized, instructed and directed as follows in paragraphs (1) through (9):

## B ACCOUNT OWNER ACKNOWLEDGEMENT

**PLEASE READ CAREFULLY THE FOLLOWING INFORMATION BEFORE SIGNING THIS INVESTMENT AUTHORIZATION.**

**Note: Account owner must complete any suitability questions and carefully review all risk disclosures, and any other applicable documents before Millennium Trust Company, LLC can process the investment. All documents related to the investment should be executed and signed by the account owner and then submitted to Millennium Trust for signature and execution as custodian. Pursuant to the Investment Direction Form (FUT-002) the purchaser will be Millennium Trust Company LLC Custodian FBO (Account Owner).**

1. The undersigned represents and warrants that (a) the undersigned is the creator, beneficial owner, and depositor of the above referenced account, (b) the undersigned understands that this is a self-directed account and that as such the undersigned understands that he/she has exclusive authority under the documents establishing the account to make investment decisions for the account and (c) Millennium Trust Company (Millennium) neither is responsible nor liable for any investment decisions made by the undersigned for the account. The undersigned acknowledges and agrees that Millennium shall not exercise or have any authority to exercise any discretionary control respecting the management, administration, or deposition of the account or its assets, nor shall Millennium render or have any authority or responsibility to render any investment advice with respect to any moneys or other assets of the account.
2. Not personally, but solely in your capacity as custodian for the account, shall receive, execute and deliver to Broker such agreements, authorizations, and other documents as are necessary to open and maintain the Accounts. Millennium's standard exoneraton on any such document will apply to all forms executed on behalf of the above referenced account. The undersigned has received copies of, has reviewed, understands and has executed the same.
3. The undersigned has determined that transactions in the account (and shall determine with respect to each transaction in the account) (i) are consistent with Section 404(a)(1) of ERISA where applicable, and (ii) are suitable to the account in view of the account's investment objectives and the risks associated with investments in the account. In the case of an Individual Retirement Account ("IRA"), the undersigned acknowledges that the establishment of the account and all transactions executed through the account are subject to certain restrictions under Section 408(a) of the Code and that certain transactions entered into by the IRA may cause the IRA to lose its tax-exempt status, and/or may result in the recognition of taxable income under Section 511 of the Code. The undersigned represents and warrants that, with respect to each transaction to be executed through the account, the undersigned has or will determine that the undersigned shall immediately notify Millennium in the event any of the above representations and warranties ceases to be true and correct.

*Please continue to page two to complete this form.*





**B ACCOUNT OWNER ACKNOWLEDGEMENT CONTINUED**

4. To the extent funds are available, you shall promptly pay to Broker any or all amounts held by the account which Broker may from time to time request to satisfy margin calls, debit balances or other obligations of the account arising from, or in connection with trading activity on behalf of the account. Any such payment may be with or without prior notice to the undersigned; however, the giving or withholding or such notice shall in no way affect your duty to promptly pay Broker such amounts as it requests pursuant to the foregoing direction. The undersigned acknowledges that no liability shall ever be asserted against Millennium for refusing to pay Broker if funds are not available to cover margin calls, debit balances or any other obligation arising from the account.

5. You shall be held harmless by the undersigned from and against any action taken or omitted by you as a result of your reasonable reliance upon any instructions or information given to you by Broker in connection with the authorizations and directions contained in this letter. It is understood and agreed that you can act only in your capacity as custodian of the account and not individually. Any liability incurred as a result of this agreement shall be paid from the assets of the account and not by the custodian individually. The undersigned agrees to indemnify Millennium, its directors, officers, employees and agents, and their respective successors or assigns from and against all manner of claims demands, proceedings, actions, liabilities, expenses and costs (including attorneys' fees and amounts paid in settlement) arising out of, or directly or indirectly relating to or resulting from the accounts.

6. The undersigned understands that the investment in a futures contract, and other similar types of investments covered by this authorization are speculative in nature and subject to risks of loss that may be greater than those of other investment vehicles in which retirement funds may be invested. The undersigned represents that the undersigned has evaluated such risks and warrants that the investment in the account is suitable in view of the undersigned's assets, other investments and retirement objectives. The undersigned further understands and agrees that the investment of retirement funds in futures contracts, as with any other type of investment, may involve income tax considerations and consequences for which Millennium neither renders advice nor assumes any liability whatsoever.

7. The undersigned acknowledges and agrees that all of the representations and warranties of the undersigned on the documents executed by the undersigned are true and correct and that he understands that all of the duties and obligations of Millennium contained in the Customer Agreement (including, without limitation, the obligations imposed relating to indemnification, margin requirements and security agreement) shall only apply to Millennium as custodian of this account and shall apply to the undersigned.

8. Notwithstanding any contemporaneous or subsequent communications (whether written or oral) to the contrary, the authorizations and directions contained in this Authorization may not be revoked by the undersigned, for any reason whatsoever, so long as any account remains open or so long as any amount due and owing, or claimed to be due and owing, to Broker remains outstanding. The authorizations and directions contained in this Authorization shall be binding upon the undersigned's heirs, successors, and legal representatives.

9. The undersigned hereby acknowledges and understands that with respect to futures investments, the policy of Millennium is to hold back only \$500 of an account's initial funding. All other funds will be transferred to the FCM or such portion as directed by the undersigned. Accordingly, the undersigned will advise the FCM and CTA that no other monies are available from the account to satisfy margin calls. It is also understood that this hold-back amount may be changed by Millennium without notice and may be waived only if Millennium has given permission to the undersigned due to specific extenuating circumstances after the undersigned has specifically requested said variance.

**C ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE**

I hereby acknowledge that I have reviewed all pertinent information relating to the above transaction(s) (e.g., FCM account forms, customer agreements, etc.); that I meet the specified suitability requirements; and that this investment does not constitute a Prohibited Transaction as defined in Internal Revenue Code Section 4975. I further acknowledge that I have read and that I agree to abide by the terms, conditions, and limitations concerning permitted investments and other statements contained in paragraphs (1) through (9) on this form and any other supporting documents now existing, or as determined necessary from time to time by Millennium Trust Company, LLC.

Account Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Internal Use Only:**

Millennium Account #: \_\_\_\_\_

Account Type:  Traditional  Roth  SEP  SIMPLE  S401(k)



820 Jorie Blvd. Suite 420  
Oak Brook, IL 60523  
800.258.7878 Telephone

<http://www.mtrustcompany.com>

## **Retain these forms for your files**

The following documents are for your review and records and do not need to be returned to Millennium Trust Company.



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

www.mtrustcompany.com

## TRADITIONAL IRA CUSTODIAL AGREEMENT

Form 5305-A (Rev. March 2002)  
Department of the Treasury  
Internal Revenue Service

DO NOT FILE  
with the Internal  
Revenue Service

This Traditional Individual Retirement Account Custodial Agreement (hereinafter called the "Agreement") is made between Millennium Trust Company, LLC, an Illinois Limited Liability Company (hereinafter called the "Custodian") and each individual (hereinafter called the "Account Owner" or "you") who executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing a traditional individual retirement account (hereinafter called the "Custodial Account" or "Account") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

### Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

### Article II

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

### 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 Account Owner'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 Account Owner's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Account

Owner's required beginning date, April 1 following the calendar year in which the Account Owner reaches age 70 ½. By that date, the Account Owner may elect, in a manner acceptable to the custodian, to have the balance in the custodian account distributed in:

- (a) A single sum or
- (b) Payments over a period not longer than the life of the Account Owner or the joint lives of the Account Owner and his or her designated beneficiary.

3. If the Account Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

- (a) If the Account Owner dies on or after the required beginning date and:
  - (i) the designated beneficiary is the Account Owner'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 Account Owner'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 Account Owner 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 Account Owner as determined in the year of the Account Owner's death and reduced by 1 for each subsequent year.



(b) If the Account Owner 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 Account Owner's death. If, however the designated beneficiary is the Account Owner's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Account Owner would have reached age 70 ½. But, in such case, if the Account Owner'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 Account Owner's death.

4. If the Account Owner dies before his or her entire interest has been distributed and if the designated beneficiary is not the Account Owner'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 Account Owner'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 Account Owner reaches age 70 ½, is the Account Owner'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 Account Owner's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Account Owner'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 Account Owner's (or, if applicable, the Account Owner 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 they year following the year of the Account Owner's death (or the year the Account Owner would have reached age 70 ½, 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 Account Owner reaches age 70 ½ 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 traditional IRAs may satisfy the minimum distribution requirements described above by taking

from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

#### **Article V**

1. The Account Owner agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations section 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Account Owner the reports prescribed by the IRS.

#### **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 section 408(a) and the related regulations will be invalid.

#### **Article VII**

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

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

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

#### **Article VIII – General Powers and Duties of the Custodian and Limits Thereon**

1. The Custodian is hereby authorized and empowered:

(a) To hold funds received from time to time from the Account Owner or other source, such as rollovers and trust-to-trust transfers, including in-kind transfers, on behalf of the Account Owner which shall, when aggregated with any interest earned thereon, be collectively referred to as the Custodial Account. The Custodian may refuse to accept any in-kind transfer of any specific asset or assets. The Custodian shall be empowered to hold any and all universal trust or custodial funds or cash received from the Account Owner, or other sources during its administration of this Custodial Account in any one or more accounts, with any banking or savings institution, subject to all rules and regulations of the institution and applicable law governing the administration of such accounts or in any one or more money market mutual funds, subject to all rules and regulations of said money market mutual funds and applicable law governing the administration of money market mutual funds, for the benefit of the Account Owner, until such time as the Account Owner or his duly authorized agent, shall direct the Custodian to invest such sums in other investment vehicles as authorized hereunder.

(b) To invest and reinvest the custodial funds at the direction of the Account Owner or his authorized agent in any form

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

- (c) To collect any income generated from the property and add such sums to the Custodial Account; to make payments, disbursements or distributions from the fund as directed by the Account Owner or his authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Custodial Account in such manner and upon such terms as instructed by the Account Owner, and in conformity with the terms of this Agreement and federal regulations of Individual Retirement Accounts.

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

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

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

4. The Custodian shall have no duty to review the assets held in Custodial Account in respect to their safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of initial and subsequent purchases directed by the Account Owner or his authorized agent. The Custodian shall not be held liable or otherwise accountable for losses incurred by reason of investment selections in

accordance with Account Owner's or his authorized agent's directions or the actions of any broker.

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

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

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

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

7. The Custodian may respond to any subpoena without prior notice to the Account Owner.

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

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

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

11. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Account Owner's tax identification number or the tax identification number of the beneficiary must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties.

12. Account Owner agrees that the Custodian has no duty to report to you any information on any asset held in the Custodial Account which the Custodian may have learned in connection with another account or customer or from any source other than in the operation of the Account Owner's Custodial Account.

#### **Article IX – Investment of the Account – No Custodian Responsibility**

1. Subject to Section 2 below and Article X of this Agreement, the Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Custodial Account. The Account Owner accepts full and sole responsibility for the success or failure of any selection made. It is the Account Owner's responsibility to understand the nature of the investments, the principals and risks involved with the investments Account Owner has chosen. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment.

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

3. The Custodian shall not be liable for the acts or omissions of the Account Owner or his agent. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Account Owner or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to the Account Owner and shall not have any duty to question, review or investigate the Account Owner's or his authorized agent's directions regarding the purchase, retention or sale of any asset. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by a former custodian or trustee of any qualified plan or IRA which has transferred all or any portion of its assets to Millennium Trust Company, LLC.

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

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

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

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

#### **Article X—Cash Investment Program, Mutual Fund Fees**

1. The Custodian has a cash management account program for investment of idle cash using FDIC (Federal Deposit Insurance Corporation) insured bank interest bearing demand accounts (Bank Accounts) and the Federated Government Obligations Fund (Fund) – Trust Shares, a money market mutual fund. In the event that funds are received by the Custodian for which there is no investment direction from you, Custodian shall invest such cash as described below.

2. The Custodian uses Bank Accounts at four unaffiliated banks to hold cash for your IRA, in order to avail your IRA of a maximum of \$1,000,000 of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). The first \$250,000 of otherwise uninvested funds in your IRA will be held in one bank. The next \$250,000 will be held in a second bank. The next \$250,000, will be held in a third bank. The final \$250,000 will be held at a fourth bank. Cash exceeding \$1,000,000 at any time in your IRA will be invested in the Fund. As the cash balances in your IRA grow, additional funds over \$250,000 will automatically be placed with the second bank and funds over \$500,000 with the third bank. Cash balances from \$750,000 to \$1,000,000 will be held in the fourth bank. When distributions are taken or investments purchased, the process will be reversed, funds will be taken first from the Fund, if any, and then from the banks in the reverse order, first from the fourth bank, then the third, the second and finally from the first bank. The operation of placing and removing funds to or from the banks and the Fund is automatic without any instructions from you.

3. The interest rate paid on each Bank Account is set by each bank independently based on short-term interest rates and competitive market conditions, and the rates will vary over time, and the interest rates offered by each bank can and will differ from that of the other banks. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. This type of multiple bank program with its increased FDIC insurance protection could not be offered efficiently if it were subject to change with every fluctuation of interest rates paid by or between the banks. However, the Custodian will provide on-going administration of this program and reserves the right, in its sole discretion to (a) change the order in which funds are placed with, and taken from, the banks, (b) replace one or more of these banks with a different bank, or the Fund with another money market mutual fund, and (c) change the number of banks in the program and the amount of FDIC insurance available.

4. Information on FDIC insurance coverage is available at [www.fdic.com](http://www.fdic.com). Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the program, those accounts will reduce the



amount of FDIC insurance available at such bank or banks to your IRA at Millennium.

5. With each Bank Account, the Custodian charges the Account a monthly fee at an annualized rate of up to 4.00% on the average assets invested in the Bank Account. This fee will be charged regardless of which Bank Accounts are being used by your IRA. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. However, the Custodian has the right, but not an obligation, to reduce (rebate) a portion of this fee to your Account as to the balances in a specific bank's Bank Account. The fee for servicing and administering the Bank Accounts can change from time to time without notice but cannot exceed the annualized rate of 4.00% without prior notice to you. This fee is deducted directly from the interest paid on each Bank Account and the net amount is paid to your IRA monthly.

6. A list of the banks being used in the program will be posted at Millennium Trust's website at [www.mtrustcompany.com](http://www.mtrustcompany.com) and links to the banks' websites will be provided so you may obtain information on each bank. You can also obtain the current banks used in your Account by calling or e-mailing a Millennium Trust Client Service Representative or by accessing your Account using Millennium Trust Online. You can obtain the current order of banks in the program, current interest rates and servicing fee information by calling or e-mailing a Millennium Trust Client Service Representative.

7. Trust Shares of the Fund are not FDIC insured, are not guaranteed by the Federal Government or any government agency, and do not have a bank guarantee. Although like other money market mutual funds it seeks to maintain a stable \$1 unit value, the Trust Shares may lose value. Read the Fund's prospectus, available from the Custodian, carefully if your Account will have cash invested in the Fund. You will receive notice if the Fund is removed from or a new mutual fund is added to the program.

8. The Custodian will be receiving fees from various mutual funds, including the Fund, in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is as permitted by law or regulation and the fund's prospectus and may change over time. Custodian receives from the Fund a set fee currently at an annualized rate of 0.50% on the average assets invested in the Fund. These fees along with the investment management and other operating expenses of the mutual fund are deducted by the fund directly from each fund's earnings and the net amount is paid to your IRA monthly.

9. With either the Bank Accounts or the Fund, Accounts that close during a month will not be credited with interest earned for that month and any interest will be taken as part of the final closing fee by the Custodian.

#### **Article XI– Prohibited Transactions**

If you make transactions that are prohibited by law, such as the Account Owner borrowing money from the IRA Account, the IRA Account will lose some or all of its tax advantages, there could be immediate tax consequences and possibly penalties. In this instance, the entire amount borrowed will be treated as having been paid to you all at once and will be subject to income tax and penalties. As another example, if you pledge all or any part of your IRA as security for a loan, the amount you pledge will be treated as having been distributed to you. You also will have to pay a 10% penalty tax, unless you are 59½ or older or permanently disabled at the time the prohibited transaction occurs and the transaction itself may be subject to

excise taxes which are paid by the Account Owner.

It is the responsibility of the Account Owner and not the Custodian to determine whether a transaction constitutes a prohibited transaction. Custodian reserves the right to request certification from the Account Owner that the direction provided by the Account Owner does not create a prohibited transaction. If such certification is not forthcoming, Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification does not represent that the Custodian has concluded that no prohibited transaction exists or that the Custodian has even reviewed the transaction in question.

#### **Article XII – Other Administrative Powers and Duties of the Custodian**

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

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

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

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper administration of the custodial assets. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Account Owner.

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

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

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

### **Article XIII – Designation of Beneficiaries**

1. The Account Owner can designate future beneficiaries.

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

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

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

- (b) If no beneficiary should survive the Account Owner, or all beneficiaries renounce their rights to receive any benefit from the Custodial Account, or in the absence of a valid beneficiary designation on file with the Custodian at the time of death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of the Account Owner's Custodial Account to the beneficiary or beneficiaries in the following order of preference:
- (i) To the Account Owner's spouse; but if no such spouse shall survive the Account Owner, then to
  - (ii) The natural and adoptive children of the Account Owner in equal shares per capita; but if there shall be no such child or children who survives the Account Owner then living to
  - (iii) The personal representative of the Account Owner's estate;

provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible

existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of the Account Owner's death (or that of the Account Owner's designated beneficiary) and previous to the distribution of the account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Account Owner (or the Account Owner's designated beneficiary) the Custodian shall have no higher duty than the exercises of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this Section, the Custodian shall be fully and forever discharged from all liabilities respecting such Custodial Account.

### **Article XIV – Distributions**

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

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

1. The Custodian shall furnish or cause to be furnished to the Account Owner a statement concerning the status of the Account. This Custodial Account statement shall be provided at least annually to the Account Owner. The Account Owner can chose to have such statements mailed to him or the Account Owner can access and retrieve the statements through the internet. The records of the Custodial Account shall be opened to inspection by the Account Owner during the Custodian's regular business hours.

2. The Custodian may grant the Account Owner online access to the Account through the Custodian's website. The website can be made available for view access only or to allow the Account Owner to place trades as well as execute certain other Account related services online. Custodian does not guarantee the performance or privacy of the online system or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond Custodian's control. Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by the Account Owner, or for any loss for any reason associated with website or online access or use by the Account Owner.

The Account Owner shall have a password which will allow the Account Owner to access to the Account online. It shall be the Account Owner's responsibility to keep the password private. The Account Owner shall be responsible for all actions taken



by any person using the Account Owner's password whether or not such use was authorized by the Account Owner.

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

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

5. It is a requirement that the Account Owner receive a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV must be provided by the following January 31. This FMV shall be furnished to the Account Owner in the Custodian's regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Account Owner with other Account statements periodically during the year.

For securities that have publicly available quoted prices, the Custodian will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources the Custodian believes to be reliable, the Custodian cannot guarantee their accuracy. Where a brokerage account (including an account that is used to trade in futures) is held as an asset of the Account at a broker, the Custodian's reported FMV shall reflect only the total value of the brokerage account as reported by the brokerage firm to the Custodian for that Account.

The valuation for investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages, precious metals, life settlement contracts, and entities such as limited liability companies, limited partnerships, hedge funds, and other entities or assets so designated by the Custodian (collectively, "Alternative Assets"), including the December 31 FMV, must be provided to the Custodian on a timely basis by the Account Owner or another party chosen by the Account Owner for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is the Account Owner's responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on a FMV reported by the Account Owner or Valuation Agent or for the accuracy of a required minimum distribution calculated based upon the December 31 FMV of an Alternative Asset. The December 31 FMV must be received by the Custodian no later than the following January 15th. For Alternative Assets such as limited liability companies, limited partnerships, hedge funds, and other similar entities, the Account Owner directs the Custodian to obtain the FMV of the Account Owner's Alternative Assets from the investment entity itself and hereby appoints each such entity as the Valuation Agent for the Account's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to the Custodian by the following January 15. Failure of

the Account Owner or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Account Owner, as the case may be, and the Custodian shall not be required to take any further steps to secure an updated FMV for the Account.

Unless the Account Owner shall direct the Custodian otherwise in writing, (a) a promissory note, or similar debt instrument, shall be valued by the Custodian at its face value (principal amount due) less principal payments received by the Custodian (b) an investment which represents an interest in future insurance proceeds shall be valued at its purchase price.

The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Account Owner or a Valuation Agent. If the Account Owner or any Valuation Agent shall furnish valuations in addition to the required December 31 FMV, the Custodian shall reflect the latest valuation received on an asset in the Custodial Account's statements on a timely basis, but the Custodian shall have no duty to inform the Account Owner or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where the Account Owner has been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for brokerage accounts, including those used to trade in futures, and Alternative Assets,

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either the Account Owner or the Valuation Agent. If the Custodian does not receive a December 31 FMV by the following January 15th, for an Alternative Asset, the Custodian shall be entitled to use as that December's 31 FMV the last FMV provided to the Custodian, or if none, the original purchase price, for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

At any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months, the Custodian may, but shall not be required to (a) distribute such Alternative Asset at its Last Value to the Account Owner and the Custodian shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution to the Account Owner or (b) if such December 31 FMV is required to calculate the amount of a required minimum distribution (in accordance with Code Section 401(a)(9) for the Account Owner; or if a FMV is required due to a court order or similar circumstance, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid by the Account Owner or from the Account. In addition, the Custodian may, in its sole discretion and upon notification to the Account Owner, distribute the entire Account in satisfaction of the requirements of Section 401(a)(9), with any Alternative Assets valued at the Last Value supplied to the Custodian, either (a) at any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months; (b) a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to the Custodian; or (c) if the Custodian knows or has reason to believe that the FMV of the Account (as required to complete any required minimum distribution) is or reasonably appears to be unreliable or inaccurate. If it is necessary to value an Alternative Asset due to the death of the Account Owner, and a FMV is not supplied

to the Custodian in a timely manner by the Account Owner's estate, its beneficiaries or the Valuation Agent, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid from the Account.

The Account Holder hereby directs and confirms to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by the Account Owner or a Valuation Agent, or where the Account Owner does not provide, or have a Valuation Agent, provide an updated valuation and the provisions herein provide for the use of the Last Value, the Custodian may rely on such valuation or Last Value as an accurate FMV of the Alternative Asset in question.

Due to the nature of Alternative Assets and the manner in which their valuation is reported to the Custodian, the Custodian cannot be responsible for their accuracy and such valuations are often not as of the date of the Custodial Account statement. Valuations for Alternative Assets from any source should not be solely relied upon by the Account Owner for making investment or sales decisions; the Account Owner should consider whether to take alternative steps to substantiate the then current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

The Account Owner shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to the Account Owner or the Account arising from or relating to the valuation of an Alternative Asset including the Custodian's accepting, reporting and acting upon any FMV supplied by the Account Owner, or Valuation Agent, or for using the Last Value as provided in this Agreement.

6. The Account Owner acknowledges that where the Account Owner directs the Custodian to open a brokerage account, the assets in such brokerage account will be held by the broker selected by the Account Owner and purchases, sales, and the valuation of such assets shall be the responsibility of the broker not the Custodian. The Account Owner further acknowledges that where the Account Owner has directed a purchase of or investment in an Alternative Asset, funds for such purchase/investment are sent from the Account and delivered to the seller, issuer or investment sponsor of the Alternative Asset. Where the Alternative Asset is an entity, Custodian does not have custody of that entity's assets or investments. Where the Account Owner directs a sale or liquidation of an Alternative Asset, Account Owner recognizes that the timing and amount of funds actually realized depends upon the performance of the Alternative Asset and the actions of the issuer or investment sponsor in responding to the sale or liquidation request.

7. The Custodian from time to time may receive various reports such as statements (including an annual December 31 valuation), annual reports, audited financial statements, amendments to Offering Memorandum, prospectuses or similar documents, IRS form K-1s and the like from Alternative Assets (collectively, "Asset Reports"). Except where directed otherwise in writing by the Account Owner, the Custodian shall forward all Asset Reports to the Account Owner within a reasonable time after receipt. The Account Owner agrees that it is the responsibility of the Account Owner (i) to know what Asset Reports are due when from each Alternative Asset in the Account and (ii) to follow-up with the Alternative Asset whenever an Asset Report is not provided in a timely manner to the Account Owner directly or through the Custodian. The Account Owner acknowledges that the Custodian has no duty to (i) request Asset Reports, (ii) notify the Account Owner when

Asset Reports are not received by the Custodian, or (iii) to review any Asset Report for accuracy or content.

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

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

#### **Article XVII – No Duty For Contributions etc, Hold Harmless and Indemnification, Arbitration**

The Custodian shall not be responsible in any way for determining the permissible amount of contributions; the collection of contributions to the IRA under this Agreement; the selection, retention or disposition of the investments of the Custodial Account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the Account Owner's or his authorized representative's request.

The Account Owner, his authorized representatives, or designated beneficiaries shall at all times fully indemnify and hold harmless the Custodian, Millennium Trust Company LLC, their affiliates, successors and assigns, from any liability arising from withdrawals so made or actions so taken, and from any and all other liability, damages, costs including legal costs, taxes and penalties on the Custodial Account, losses and expenses (collectively, "Damages") whatsoever which may arise in connection with the Agreement, except Damages arising from the gross negligence or willful misconduct of the Custodian. The Custodian shall not be responsible for any taxes, penalties, judgments and expenses incurred by the Account.

The Custodian shall be under no duty to take any action other than as herein specified with respect to the Custodial Account unless the Account Owner or the Account Owner's authorized agent shall furnish the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian shall not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions.

Except as provided below, disputes between the parties to this Agreement shall first be submitted to private binding arbitration at the demand of either party. In any arbitration, each party shall appoint one person who is not in its employ or under contract with it to serve as arbitrator, and the two arbitrators shall name a third arbitrator. Except as otherwise agreed by the parties, the Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceeding. The

parties agree that, except below, no court action shall be taken by either party prior to arbitration, and the majority decision of the arbitration panel shall be binding on both parties and in any subsequent action in court.

Notwithstanding the above, the Custodian shall have the right to bring suit against Account Owner or the Custodial Account in a court of competent jurisdiction for the recovery of any sums owed Custodian under this agreement, including, but not limited to, fees, costs, expenses and sums paid by Custodian in error to or for the benefit of the Custodial Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account.

#### **Article XVIII – Administrative Expense and Custodian Fees**

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

2. If the Account Owner has furnished the Custodian with a valid credit card account and information, the Account owner authorizes the Custodian to charge its fees and expenses as provided in this Article XVIII. Custodian shall charge its establishment fee and the Annual Account Fee to the credit card account. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be charged to the credit card account. The Account Owner acknowledges that credit card fees and other terms in accordance with the issuer's agreement that governs the use of the credit card account apply to charges by the Custodian, and agrees that issues concerning such credit card account must be raised with the credit card account issuer and not with the Custodian. If such credit card account expires or otherwise ceases to be valid, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with another credit card account or the required information to debit the Account Owner's checking account, and the Custodian will be authorized to charge or debit such credit card account or checking account for all fees and reimbursable expenses. If a charge cannot be consummated, Custodian may take such amount from the cash

then held in the Account or take any other action authorized in this Article XVIII.

3. If the Account Owner has furnished the Custodian with the Account Owner's bank account information, the Account owner authorizes the Custodian to debit such bank account its fees and expenses as provided in this Article XVIII. Custodian shall debit such bank account for its establishment fee and the Annual Account Fee. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be debited to such bank account. The Account Owner acknowledges that there may be charges or fees involved with debiting such bank account pursuant to the terms that governs the use of the bank account, and agrees that issues concerning such bank account must be raised with the bank and not with the Custodian. If the designated bank account is closed for any reason, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with a valid credit card account or the required information to debit another of the Account Owner's bank accounts, and the Custodian will be authorized to charge or debit such credit card account or bank account for all fees and reimbursable expenses. If a debit cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVIII.

#### **Article XIX – Removal and Appointment of Successor Custodian**

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

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

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

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

In such cases that the value of the Custodial Account becomes worthless, or results in a negative balance, Custodian will resign from the account by notification delivered by certified mail to the Account Owner. Outstanding fees will be billed to the Account Owner. Custodian will not be held liable for negative balances due to the investment decisions of the Account Owner.

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

#### **Article XX – Notices**

Any and all notices or other communications directed to be given to the Custodian hereunder shall not be deemed delivered until actually received by the Custodian, in writing, at its place of business. The Custodian shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it shall be sufficient that such a document is delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Custodian shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

Any notice provided by the Custodian to the Account Owner for any circumstance shall be sent to the last known address of the Account Owner by regular mail or, where the Account Owner has provided the Custodian an e-mail address, to the most

recent e-mail address of record for the Account Owner, and for purposes of this Agreement shall be considered delivered as of the date of the mailing or e-mailing. The Account Owner shall be responsible to notify the Custodian in writing of a change of address or e-mail address.

#### **Article XXI – Applicable Law**

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

#### **Article XXII - Account Owner's Representations**

Account Owner represents and warrants that any information you have given or will give with respect to this Custodial Account is complete and accurate. Further, Account Owner agrees that any directions Account Owner, or Account Owner's authorized agent give the Custodian, or any actions Account Owner, or Account Owner's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be responsible for losses of any kind that may result from such directions to the Custodian or from the Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

#### **Article XXIII– Employer Contributions**

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

#### **Article XXIV – Third Party Actions**

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



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## TRADITIONAL IRA DISCLOSURE STATEMENT

### Information on Federal Tax Law for Traditional IRAs

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

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

#### Item I – The Right to Revoke the Account

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

#### Item II – IRA Contributions

You can make annual contributions to an IRA up to the annual limit, or 100 percent for your compensation or earned income, whichever is less. The annual contribution limit is \$5,000 in 2011 and 2012.

If you and your spouse both work and have compensation that is includable in your gross income, each of you can annually contribute to a separate IRA up to the lesser of the annual limit or 100 percent for compensation or earned income. If each of you has at least the annual limit in compensation or earned income, each of you may make the maximum contribution to your IRA, a total of up to twice the annual limit on IRA contributions for the couple (in other words, \$10,000 for 2009 and thereafter for the two IRAs). Contributions to a spousal IRA need not be equally divided between spouses, but no contribution is allowed for annual contributions on behalf of either spouse that exceed the annual limit.

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

No contribution shall be allowed under the individual retirement account with respect to any qualified retirement contribution which is made for a taxable year of an individual if such individual has attained age 70½ before the close of such taxable year. Contributions to your IRA for a tax year must be made on or before the due date (not including extensions) for your Federal income tax return for that tax year (April 15 for most individuals).

#### Item III – Deductibility of Contributions

You may deduct the full amount of your IRA contribution up to the annual maximum limit if neither you nor your spouse are not an "active participant" in an employer-sponsored retirement plan (including qualified 401(k), profit sharing plan, Simplified Employee Pension (SEP) plan, SIMPLE IRA, or SIMPLE 401(k) plan, tax-sheltered annuity plan, and certain governmental plans) for any part of such year. If you are not sure whether you are covered by an employer-sponsored retirement plan, check with your employer or check your form W-2 for the year in question.

If you are an "active participant" the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) for the tax year for which the contribution is made. Individuals are considered to be "active participants" for a year if at any time during the year they are covered by any employer plan under which contributions are made to their accounts (including a required or voluntary employee contribution by the individual) or under which they are eligible to earn pension benefit credits. You are not considered an active participant if you are covered in a plan only because of your service as (1) an Armed Forces Reservist, for less than 90 days of active service, or (2) a volunteer firefighter covered for firefighting service by a government plan. Also, if you are married, you will not be treated as an active participant in an employer-sponsored retirement plan solely because your spouse is an active participant in such a plan if you are not an active participant yourself.

If you are an "active participant" in an employer-sponsored retirement plan, you may deduct IRA contributions for 2012 based upon the following. You may take a full deduction up to the amount of your contribution limit in the following situations: a) your filing status is single or head of household and your MAGI is \$58,000 or less, or b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$92,000 or less. You may take a partial deduction in the following situations: a) your filing status is single or head of household and your MAGI is more than \$58,000 but less than \$68,000, b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is more than \$92,000 but less than \$112,000, or c) your filing status is married filing separately and your MAGI is less than \$10,000. You may not take a deduction in the following situations: a) your filing status is single or head of



household and your MAGI is \$68,000 or more, b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$112,000 or more, c) your filing status is married filing separately and your MAGI is \$10,000 or more. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the "Single" filing status. To determine the amount of partial deductions, refer to IRS Publication 590.

If you are not an "active participant" in an employer-sponsored retirement plan, you may deduct IRA contributions for 2012 based upon the following. If you are single, head of household, or a qualifying widow(er) you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly or separately with a spouse who is not covered by a plan at work, you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is \$173,000 or less, you may take a full deduction up to the amount of your contribution limit, b) if your MAGI is more than \$173,000 but less than \$183,000, you may take a partial deduction, and c) if your MAGI is \$183,000 or more then you may not take a deduction. If you are married filing separately with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is less than \$10,000 then you may take a partial deduction, or b) if your MAGI is \$10,000 or more then you may not take a deduction. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the "Single" filing status. To determine the amount of partial deductions, refer to IRS Publication 590.

#### **Item IV – Nondeductible Contributions**

Even if you are above the threshold level and thus may not take a deduction on your contribution, you may still contribute up to the lesser of 100% of compensation or \$5,000 to your IRA for 2011 and 2012. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on Form 8606 which you file with your federal income tax return. No deduction is allowed with respect to a rollover contribution (the tax free transfer of retirement funds from one retirement plan to another).

If your employer has adopted a Simplified Employer Pension (SEP) plan, your employer may make a SEP contribution on your behalf into this SEP-IRA up to the lesser of a) 25 percent of your compensation (\$245,000 maximum for 2011 and \$250,000 maximum for 2012) or b) \$49,000 for 2011 and \$50,000 for 2012. This limit is a per employer limit. Therefore, if you work for more than one employer who maintains a SEP plan, you may receive from each employer up to the lesser of a) 25 percent of your compensation (\$245,000 maximum for 2011 and \$250,000 maximum for 2012) or b) \$49,000 for 2011 and \$50,000 for 2012. Your employer may contribute to this SEP-IRA or any other SEP-IRA on your behalf under a SEP plan even if you are age 70½ or over, and even if you are covered under a qualified plan of another employer for the year.

You may withdraw an IRA contribution made for a year any time until your tax return filing deadline, including extensions. If you do so, you must withdraw the earnings attributable to that portion and report the earnings as income for the year for which the contribution is not deductible. You may decide either to withdraw the nondeductible amount, or in the alternative you may leave it in the IRA and designate that portion as a nondeductible contribution on your tax return for the previous year (adjusted by any outstanding rollovers).

#### **Item V – Excess Contributions**

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

(1) You can apply the excess amount to contributions for a later year. You can eliminate the excess by contributing less than the maximum amount allowed to your IRA in a later year. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6 percent penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6 percent penalty tax on the amount of the excess contribution that remains after each year.

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

#### **Item VI – IRA Distributions**

You can take money out of your IRA at any time. However, if you withdraw any of the funds in your IRA before age 59½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your IRA distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your IRA). The premature distribution penalty tax will be waived for participants under age 59½ for certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

#### **Item VII – Required Minimum Distribution**

Traditional IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 70½. In the year you reach age 70½, you are required to receive minimum distributions from your IRA. If you have not withdrawn the total amount held in your IRA by April 1 following the year in which you reach 70½ (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 70½ during 2006, you must withdraw the required minimum distribution for 2006 by April 1, 2007, you must withdraw the required minimum distribution for 2007 by December 31, 2007, the required minimum distribution for 2008 by December 31, 2008, etc.

2009 Waiver on RMDs: On December 23, 2008 President Bush signed into law *The Worker, Retiree, and Employer Recovery Act of 2008*. This Act waives 2009 RMDs for IRAs. The Act does not waive the 2008 RMD due by April 1, 2009.

If you maintain more than one Traditional IRA, you must calculate the RMD separately for each. However, you may withdraw the RMD amount from any of your Traditional IRAs.

Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your IRA only in accordance with your specific instructions.

#### **Item VIII – Rollover IRA Rules**

A rollover is the distribution of cash or other assets from your retirement plan or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from an IRA and move them to another IRA. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

##### *(1) Rollover from a Traditional IRA to another Traditional IRA*

If you have a Traditional IRA, you can withdraw all or part of the amount in that account and rollover all or part of the amount withdrawn to another Traditional IRA. The amount rolled over will not be subject to federal income tax (or the 10% premature withdrawal penalty) if you complete the rollover within 60 days after the withdrawal. Generally, IRA assets may be rolled over only once a year.

##### *(2) Rollover from a Traditional IRA to a Roth IRA*

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

##### *(3) Rollovers from Employer-Sponsored Plans*

If you receive a lump-sum distribution, qualifying partial distribution or termination distributions from a qualified retirement plan, you may roll over all or part of the amount received to an IRA. Generally, rollovers cannot be made more than once in one year. Such rollover to an IRA must be made within 60 days of receipt of the distribution. Rollovers from employer-sponsored plans may be made by rolling the same property into the IRA, or liquidating the property and rolling over the proceeds. Due to the complex nature of the legal definitions of lump-sum distributions, qualifying partial distribution or termination distribution, any individual wishing to take advantage of the rollover rules should seek advice from his tax advisor as to how these rules work.

##### *(4) Conduit IRA (Rollover)*

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities, and 403(b) plans.

The IRA is then used as a “holding account” until you subsequently roll that IRA back into another qualified plan, annuity or 403(b) plan. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which only the qualified total distribution will be rolled over. When you decide to roll the conduit IRA back into a qualified or 403(b) plan, the entire balance in the IRA plan must be rolled. Any amounts not rolled back into a qualified plan will be taxed at ordinary income tax rates. Surviving spouses are eligible to utilize the conduit IRA.

#### **Item IX – Prohibited Transactions**

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

#### **Item X – Beneficiaries**

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

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

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

#### **Item XI – Self-Direction Requirements**

Under the Millennium Trust Company, LLC Individual Retirement Account Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment direction, purchase or sale from you or your authorized agent, as to a specific investment or the IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of



any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

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

#### **Item XII – Approved Form**

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

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

#### **Item XIII – No Tax Advice**

This Disclosure Statement together with the Agreement should answer most questions concerning the IRA. However, the fact that IRA state tax laws vary should be noted by the you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District Office of the IRS. See in particular IRS Publication 590 (Individual Retirement Arrangements). Millennium Trust Company, LLC does not render tax or legal advice.

#### **Item XIV - Fee Disclosure, Referral Fees, Fund Custodian**

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

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

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

as to the assets held by the Fund will come from Millennium Trust Company.

#### **Item XV - Privacy Disclosure**

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

#### **Item XVI - Information the Custodian Collects About the You**

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

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

#### **Item XVII - No Disclosures Outside of Exceptions**

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

#### **Item XVIII - Confidentiality and Security**

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

#### **Item XIX - Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an IRA, you will be asked for your name, address, date of birth and other information that will allow the Custodian to identify you.

#### **Item XX - Acknowledgement**

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





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# THIRD PARTY AUTHORIZATION

## A THIRD PARTY DESIGNATION

I, the undersigned Account Owner, hereby give the individual designated herein third party the authorization(s) checked below. (To give more than one person authorization to your account, including individuals at one firm, you must complete one form per individual.)

- Receive Duplicate Paper Statements
- View my account online/receive online statements (*Designated Third Party e-mail address required in Section B.*)
- Discuss my account with Millennium Trust Company, LLC
- Direct Millennium Trust Company, LLC to execute investment transactions on behalf of my account (Not available for alternative assets.)
- Execute investment transactions through online trading access (ONLY applies to publicly traded securities. *Designated Third Party e-mail address required in Section B.*)

## B DESIGNATED THIRD PARTY INFORMATION

Name:

Firm Name (if applicable):

Address:

City:

State:

Zip:

Phone No.:

E-mail Address:

## C ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE

I understand that it is my sole responsibility to direct my designated third party. Millennium shall honor the authorization(s) given to the designated third party until such time as Millennium receives written notice from me that such authorization(s) have been revoked. I, and not Millennium, shall be liable for the acts and omissions of my designated third party. I agree to be bound by the actions of my designated third party.

If I have authorized my designated third party to direct or execute transactions above, Millennium shall execute investment directions received from my designated third party and shall not have any responsibility nor any liability for any loss of income or capital, nor for any unusual expense which Millennium may incur relating to any investment or the sale or exchange of any asset which my designated third party directs. Millennium will not act as an investment advisor and has no duty to question any such investment direction. Millennium is not responsible for the advisability, appropriateness or compliance of any such direction with the Employee Retirement Income Security Act of 1974 ("ERISA") or any applicable law or regulation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Account Owner's Name

Account Owner's Signature

Millennium Account No.

## D DESIGNATED THIRD PARTY'S SIGNATURE

I, the undersigned, hereby accept my appointment as a designated third party by the above Account Owner, and in that capacity I agree to be bound by all the terms and conditions that govern the Account Owner's account at Millennium.

Third Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Millennium Trust Company, LLC Use Only:





820 Jorie Blvd., Suite 420  
 Oak Brook, IL 60523  
 800.258.7878 Telephone  
 630.368.5699 Fax

www.mtrustcompany.com

## SELF-DIRECTED IRA & CUSTODY ACCOUNT

### FEE SCHEDULE

(Fees Subject to Change)

#### Alternative Investments

<b>One-time Establishment Account Fee - \$50 (Non-refundable)</b> (Accounts may hold multiple investment types)	<b>Annual Account Fee</b> <sup>1,2</sup>	<b>Annual Holding Fee Per Asset</b>
Alternative Investments > Plus \$150 Processing Fee for Promissory Notes, Promissory Note Extensions and Real Estate (Standard Holding and Debt Financed) <sup>1</sup>  > \$2,500 minimum cash balance for accounts that hold Real Estate	\$300	\$125
Precious Metals > Plus \$100 Depository Service Fee – Non Segregated <sup>3</sup> or \$175 Depository Service Fee – Segregated <sup>3</sup>	\$100	\$50

#### Futures/Forex

<b>One-time Establishment Account Fee - \$50 (Non-refundable)</b> (Accounts may hold multiple investment types)	<b>Annual Account Fee</b>	<b>New FCM/CTA Acct. Setup</b>
> \$500 minimum cash balance for accounts that hold futures/forex	\$300	\$50 (\$25 each add'l account at same FCM)

#### Traditional Investments

<b>One-time Establishment Account Fee - \$50 (Non-refundable)</b> Accounts holding <u>only</u> Traditional Investments	<b>Annual Account Fee</b>		<b>Investment Transaction Charge<sup>1</sup></b>	
	<b>Fee</b>	<b>\$50</b>	<b>Online</b>	<b>Phone Order</b>
> Mutual Funds No-Transaction Fee Funds			No Charge	\$25
Transaction Fee Funds			\$15	\$25
> Publicly-Traded Securities (i.e. Stocks, ETFs) Plus brokerage commission listed below (\$8 min.)			\$15	\$25
1-1000 shares \$0.020/share				
1001-5000 shares \$0.015/share				
5001+ shares \$0.010/share				
> Certificates of Deposit (CD) and Bonds			N/A	\$50
> CD Renewal Fee			N/A	\$25

#### Optional Service Fees

Establish Third Party Brokerage Account	\$50 annual admin. fee	Expedited Service	\$50
Paper Statements (4 per year)	\$25 annual fee	Special Handling	\$75/hour (1 hour minimum)
Duplicate Statements	\$25 per copy	Coin Handling & Shipping	Cost plus \$25
MTC Prototype IND PS/401(k) Plan Document	\$100	Stop Payment/Returned Check	\$30 per incident
Qualified Plan Form 5500 Preparation for Solo 401(k)s	\$300	Paper Invoice	\$10 per invoice
Qualified Plan Loan Fee (Origination & Maintenance)	\$75	Wire Fee	\$30
Roth Conversion or Recharacterization <sup>4</sup>	\$100	Overnight Delivery	\$25 Domestic \$50 International

#### Late Payment, Asset Transfer & Account Closing Fees

Late payment/Chargeback/Credit Card Decline	\$25
Account Closing	\$50
Asset Transfer (outgoing) <sup>4</sup>	\$125 (per Alternative Asset)

**Service & Administration Fees** – Millennium Trust charges a fee, which varies over time, but cannot exceed a maximum annualized rate of 4.0% on cash held in an FDIC-insured bank demand account. This fee is for servicing and administering the cash management program as well as compensation for other custodial services in the administration of your Account. This fee is deducted directly from the interest earned on each bank account and the net amount is paid to your Account monthly. In addition, Millennium Trust may also receive a fee from various mutual funds in return for providing servicing, administrative and/or recordkeeping services to the mutual funds.

Custodian's Administration fees are charged annually and are not prorated. First year's annual account and asset holding fee will be processed in the month after the account is opened and in the same month each following year. Fee payment methods include: credit card, bank account debit, or invoice. For unpaid invoices, a late payment fee of \$25 will be assessed after 30 days of the invoice date and every month thereafter until payment is made.

<sup>1</sup> Includes purchases, sales, transfers in, liquidations, capital calls, etc. <sup>2</sup> Does not apply to individual transactions within a brokerage or futures account. <sup>3</sup> Additional fees will apply for precious metal investments over \$100,000 per account. <sup>4</sup> Plus any re-registration of assets charged by third-party.



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# PRIVACY POLICY

## **FACTS** WHAT DOES MILLENNIUM TRUST COMPANY LLC DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>&gt; Social Security number and information received from you on applications or other forms</li> <li>&gt; account balances and transactions</li> </ul> <p>When you are <i>no longer</i> our client, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Millennium Trust Company (Millennium) chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Millennium Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## **Questions?** Call Millennium Trust Company at 800.258.7878.

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Millennium Trust Company, LLC
<b>What we do</b>	
<b>How does Millennium protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Millennium collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>&gt; open an account or deposit money</li> <li>&gt; pay fees or conduct other transactions through your account</li> <li>&gt; use your credit or debit card</li> </ul>
<b>Why can't I limit all my sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>&gt; sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>&gt; affiliates from using your information to market to you</li> <li>&gt; sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>&gt; Millennium has no affiliates</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>&gt; Millennium does not share information with nonaffiliates so they can market to you</li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>&gt; Millennium doesn't jointly market</li> </ul>
<b>Everyday business purposes</b>	The actions necessary by financial companies to run their business and manage client accounts, such as <ul style="list-style-type: none"> <li>&gt; Processing transactions, mailings and auditing services</li> <li>&gt; Responding to court orders and legal investigations</li> </ul>