

IRA Plan Document and Disclosure

Privacy

The Capital One privacy notice does not cover any relationship you may have with an agent, broker, consultant, or others. Please refer to their privacy notices to learn more about their privacy practices.

Instructions for Self-Directed Traditional, Roth, Rollover, & SEP IRA

Consult with your attorney

Carefully read the enclosed information. Please consult with your attorney or tax advisor if you are thinking about starting your own trust.

Disclosure statement & trust agreement

Before you complete any forms, read the Disclosure Statement and Trust Agreement in their entirety.

Tax qualification

This Non-Bank Trustee has received IRS approval. A copy of this letter can be found in the back of this document.

Application

This is the basic legal document through which you join the Trust. It should be carefully considered. Please complete application and make a copy for your records. Note: Capital One Investing, LLC does not offer self-directed SEP IRAs.

Trust installation and notice

Individual accounts will be opened by you at Capital One Investing, LLC. The registration of the account will be as follows:

Capital One Investing, LLC, Trustee

FBO _____

(Traditional, Roth or Rollover IRA Name of Account Holder)

Investments

It is your responsibility to direct the investment of the Trust funds. Investment directions may be given directly to your brokerage firm. Investment confirmations will be sent to you by the brokerage firm. Any transactions not generating a confirmation must be accompanied by additional written instructions.

The facilities of your brokerage firm will be available to you so that you may obtain research material in connection with your investments. Your brokerage firm will receive only brokerage commissions or appropriate dealer markups for the purchase and sale of securities within your account.

The brokerage firm cannot exercise discretion or control over your account, unless you are using the services of a registered investment advisor. Although they may provide investment information and advice to you, they do not intend that any advice given by them will serve as the primary basis for your investment decisions. Furthermore, it is our understanding that you will exercise independent judgment in making your investment decisions.

Contributions

Important: Forward all contributions to your brokerage firm. To make sure the contributions are associated with the proper tax year, the brokerage firm's cash statement must designate the tax year for which the contribution is made. If no year is designated, the contribution will be considered made in the tax year in which it is deposited. If you make a Rollover, the brokerage firm's cash statement must indicate "RO" next to the asset(s) received. Note: With the exception of rollovers, contributions in excess of the allowable amount per year (as indexed), plus excess of allowable catch-up contributions (as indexed) (or such limits as may be established by law) cannot be accepted. Do not over-invest as this will cause a debit balance and may disqualify your Plan. Commissions are part of the cost of the investment and may not be paid separately.

Mailing instructions

If sent First Class, address to:

Capital One Investing, LLC
P.O. Box 4249
Seattle, WA 98194

If sent by a courier service, address to:

Capital One Investing, LLC
83 South King Street, Suite 700
Seattle, WA 98104

Records

It is extremely important for you to keep good records covering your contributions and investments. Remember that you assume the responsibility for filing all Federal and State tax returns and forms required as an Account Holder of a Traditional, Roth, Rollover IRA.

(Note: Our Federal Tax ID number should appear when opening cash accounts. It is 91-1905424. When a cash account is opened, both Trustee & Account Holder must receive a statement).

Internal Revenue Service (IRS) regulations (Section 1.408-6(d)(4)) require that trustees of Individual Retirement Accounts (IRAs) provide a Disclosure Statement to the individual for whose benefit the IRA is established.

We provide the basic rules and benefits of your Capital One Investing, LLC Self-Directed Individual Retirement Account in this Disclosure Statement. It also contains important tax and legal information. However, the Self-Directed Individual Retirement Trust Agreement issued by Capital One Investing, LLC governs your IRA, and it will govern in the case of any discrepancy between this Trust Agreement and Disclosure Statement.

When used in this document, the words "you" and "your" refer to the person for whom the IRA is established. "We," "us," and "our" refer to Capital One Investing, LLC as trustee of your IRA. Roth IRA refers to either your Capital One Investing, LLC Roth IRA or a Roth IRA at another financial institution. Traditional IRA refers to an IRA that is not a Roth IRA, Simplified Employee Pension Plan (SEP), or SIMPLE retirement Account.

Capital One Investing, LLC is not licensed to practice law or give tax or financial advice. We strongly urge you to consult with your tax or legal advisor before you establish an IRA.

I. Your Right to Revoke Your IRA

You can cancel your IRA within seven days of the date you adopt the Trust Agreement. If you cancel or "revoke" your IRA, we will return all of your funds, including your acceptance fee, to you.

The notice of revocation must be in writing and signed by you. You can mail the notice to us at the following address:

IRA Processor
Capital One Investing, LLC
P.O. Box 4249
Seattle, WA 98194

If you send the notice by courier, the address is:

IRA Processor
Capital One Investing, LLC
83 South King Street, Suite 700
Seattle, WA 98104

If you mail the notice, we will use the date of the postmark (or the date of certification or registration for certified or registered mail) as the date of the notice. You may call our Customer Service Department at 800-747-2537.

II. IRS Approval Letter

The IRS approval letter at the end of this document certifies only that the IRS approves the form of the IRA. It does not represent a determination of the merits of the IRA investment plan.

The following applies to Roth Individual Retirement Accounts:

III. Statutory Requirements

A. Roth IRAs

1. Types of Contributions

Your Roth IRA can accept three different types of contributions:

- a. Checks, cash, money orders, or electronic fund transfers for regular contributions.
- b. Transfers or rollovers of cash, securities, or other assets from another Roth IRA.
- c. Transfers or rollovers of cash, securities, or other assets from a Traditional IRA.

2. Eligibility to Establish a Roth IRA

Anyone with earned income can set up a Roth IRA. This includes minor children. You must make contributions based on the rules in the following sub-sections.

3. Contribution Limits

The maximum contribution you can make to your Roth IRA is based on the following four items:

- a. Your taxable compensation
- b. Your tax filing status
- c. Your modified adjusted gross income
- d. Contributions, if any, made to a Traditional IRA for the year

4. Limitations and Restrictions on Deductibility of Contributions

Contributions to a Traditional IRA do not include SEP or SIMPLE contributions made by you or your employer. You cannot take a deduction for a contribution to a Roth IRA. This is true whether or not you are a participant in an employer-sponsored plan and regardless of your adjusted gross income. You must meet certain income requirements to contribute to a Roth IRA. The maximum amount you can contribute for a year is \$5,500 (2014)/\$5,500 (2015) if under age 50 and \$6,500 (2014)/\$6,500 (2015) if age 50 and over (or such limits as prescribed by law) and in 2011 is phased out for:

- Single taxpayers with adjusted gross income (AGI) between \$114,000 and \$129,000 (2014)/between \$116,000 and \$131,000 (2015).
- Married taxpayers filing a joint return with (AGI) income between \$181,000 and \$191,000 (2014)/between \$183,000 and \$193,00 (2015).
- Married taxpayers filing a separate return with (AGI) between \$0 and \$10,000.

If you are entitled to make a partial contribution, you can figure how much of a contribution to make by following these steps:

1. Start with your modified AGI.
2. Subtract from the amount in Step 1:
 - a. \$181,000 (2014)/\$183,000 (2015) if filing a joint return,
 - b. \$0 if married filing a separate return, and you lived with your spouse at any time during the year, or
 - c. \$114,000 (2014)/\$116,000 (2015) for all other individuals.
3. Divide the result in Step 2 by \$15,000 (\$10,000 if filing a joint return or married filing a separate return).
4. Multiply your contribution limit (before reduction by this adjustment but after reduction for any contributions to a Traditional IRA) by the result in Step 3.
5. Subtract the result in Step 4 from your contribution limit before this reduction. The result is your reduced contribution limit.

Contributions to a Roth IRA are permitted after age 70½.

Employer contributions are not permitted to a Roth IRA.

5. Conversions

Generally, you may convert assets in a non-Roth IRA to a Roth IRA by paying taxes on the converted amount in the year of the conversion.

a. General Conditions

- i. You must complete the conversion within 60 days of the date you withdraw the assets from your Traditional IRA.
- ii. You cannot convert a payment that is part of a series of substantially equal and periodic payments that are made at least annually and will last for:
 - your life expectancy
 - your life expectancy and your beneficiary's life expectancy, or
 - a period of ten years or more.
- iii. You cannot convert payments that you received as a "required minimum payment" in the year you reach age 70½.
- iv. The one-year waiting period for traditional rollovers does not apply.

b. Conversions and Transfers

You may make a rollover from one Roth IRA to another Roth IRA or convert from a Traditional IRA to a Roth IRA. You cannot convert assets from a qualified retirement plan to a Roth IRA. There is no dollar limit on the amount of the transfer.

Any amount that you convert to a Roth IRA is includible in your gross income for the year in which it is distributed or transferred, not the year it is deposited into the Roth IRA.

c. Conversion Methods

There are three methods you can use to convert your assets from a Traditional IRA to a Roth IRA.

- i. Rollover — You can receive a distribution from your Traditional IRA and roll it over to a Roth IRA within 60 days after the distribution. Amounts distributed in one tax year, but rolled over in the next tax year are treated as

a contribution to the Roth IRA in the year of distribution.

ii. Trustee-to-Trustee Transfer — You can direct the trustee of the Traditional IRA to transfer an amount from the Traditional IRA directly to the trustee of the Roth IRA.

iii. Same Trustee Transfer — If the trustee of your traditional and Roth IRAs is the same, you can direct the trustee to transfer an amount from the Traditional IRA to the Roth IRA.

d. Inherited Accounts

You cannot rollover a Traditional IRA that you inherited, unless you inherit it from your spouse.

e. Conversions from a SEP, SIMPLE, or Employer-Sponsored Plan

You can convert any amount in a SEP-IRA on the same terms as a Traditional IRA.

You can convert amounts in a SIMPLE Retirement Account on the same terms as a Traditional IRA, except amounts distributed from a SIMPLE Retirement Account during the first two years of participation in the SIMPLE plan.

You cannot convert amounts in an employer-sponsored plan to a Roth IRA. You can deposit qualified distributions from an employer-sponsored retirement plan into a Traditional IRA. Then you can convert them to a Roth IRA later.

6. Reconversions

A reconversion occurs when you recharacterize a conversion contribution made to a Roth IRA back to a Traditional IRA, then recharacterize it again to a Roth IRA.

a. Limits

Effective January 1, 2000, an amount recharacterized from a Traditional IRA to a Roth IRA and then transferred back to a Traditional IRA by means of a recharacterization, may not be reconverted back to a Roth IRA before the later of:

- i.** The beginning of the taxable year following the taxable year in which the amount was converted to a Roth IRA, or
- ii.** The end of the 30-day period beginning on the day on which the IRA owner transfers the amount from the Roth IRA back to a Traditional IRA by means of a recharacterization.

If you make a reconversion that does not follow the above guidelines, it is treated as a “failed” conversion. This means it must be recharacterized back to a Traditional IRA.

7. Penalty Tax

The 10 percent penalty tax does not apply to a non-qualified distribution that is used:

- To buy a first home for you or your spouse, your children, grandchildren, parents, or grandparents if you use the money within 120 days to pay qualified acquisition costs.
- To pay certain educational expenses. The amount cannot exceed the qualified higher education expenses for you or your spouse or either one’s children or grandchildren. The penalty also does not apply to qualified distributions. Generally, a qualified distribution is any payment from your Roth IRA made after the funds have been in the account for five years and:
 - Made on or after the date you reach age 59½,
 - Made because you are disabled,
 - Made to a beneficiary or to your estate after death.

You or your beneficiary may owe a penalty tax if:

- You make an excess contribution to your IRA. (See “Excess Contributions,” later.)
- Your beneficiary does not take the required minimum distributions after your death.

8. Minimum Distribution After Death

Generally, if you are the non-spouse beneficiary of a Roth IRA, you must take receipt of the IRA by the end of the fifth calendar year after the Account Holder's death. There are certain exceptions to this rule for payments made over the life expectancy of the beneficiary.

If you are the spouse beneficiary of a Roth IRA, you may postpone distributions until the year the decedent would have reached age 70½. You may also treat the IRA as if it is your own IRA.

9. Distributions/Transfers

- a. You must identify in writing all applicable assets held in the IRA when directing any distribution or transfer.
- b. Distributions from a Roth IRA are not included in income if the contribution to which the distribution relates is a "qualified distribution." A qualified distribution is a distribution that is not made within the five tax-year period beginning with the first tax year for which or in which the individual made a contribution to the Roth IRA and which is made on account of:
 - Attainment of age 59½,
 - Death,
 - Disability, or
 - "Qualified first-time home buying expenses," up to \$10,000 in your lifetime.

The measuring period for the contribution begins on January 1 of the year proceeding the year in which the contribution was actually made. For example, if you contributed on April 3, 2011, for tax year 2010 the contribution is treated as if it was made on January 1, 2010.

- c. You must include earnings on distributions that are not qualified distributions in your income. There are special rules for determining the correct tax treatment of non-qualified distributions. The rule sets the order that you withdraw contributions (including conversion contributions). The order of withdrawals is as follows:
 - Regular contributions.
 - Conversion contributions, on a first-in-first-out basis (generally, total conversions from the earliest year first.)
 - Conversions are taken into account as follows:
 - Taxable portions, then
 - Non-taxable portions
 - Earnings on contributions.

10. SEP and SIMPLE Retirement Accounts

Simplified Employee Pension contributions and SIMPLE contributions cannot be made to a Roth IRA.

B. Traditional IRAs

1. Types of Contributions

Your Traditional IRA can accept three different types of contributions:

- a. Checks, cash, money orders, or electronic fund transfers for a regular contribution.
- b. Transfers or rollovers of cash, securities, or other assets from another Traditional IRA.
- c. Recharacterizations of cash, securities, or other assets from a Roth IRA.

2. Eligibility to Establish an IRA

You can set up and contribute to a Traditional IRA if you (or your spouse, if filing a joint tax return) received taxable compensation for the year and you were not age 70½ by the end of the calendar year.

3. Contribution Limits

The maximum amount you can contribute to your Traditional IRA is the lesser of:

- \$2000 (or such amount as prescribed by law), or
- The amount of compensation you must include as income for the year.

a. Limitations and Restrictions on Deductibility of Contributions

If you or your spouse were covered by an employer-sponsored retirement plan at any time during the year for which you contributed, you may not be able to deduct all of your contribution(s). Your deduction may be reduced or eliminated depending on your income and tax filing status.

For 2014/2015, if you are an active participant in an employer-sponsored plan, your IRA deduction will be reduced as follows:

If your filing status is:	Your IRA deduction is reduced if your modified adjusted gross income (MAGI) is between:	Your deduction is eliminated if your MAGI is:
Single, or Head of Household	2014: \$60,000 and \$70,000 2015: \$61,000 and \$71,000	2014: \$70,000 or more 2015: \$71,000 or more
Married — Joint return	2014: \$96,000 and \$116,000 2015: \$98,000 and \$118,000	2014: \$116,000 2015: \$118,000
Married — Separate return	2014/2015: \$0 and \$10,000	2014/2015: \$10,000 or more

For 2014/2015, if your spouse is an active participant in an employer-sponsored retirement plan but you are not, you can make a fully deductible IRA contribution if your joint modified adjusted gross income (MAGI) is less than \$181,000 (2014)/\$183,000 (2015). If your joint MAGI is greater than \$181,000 (2014)/\$183,000 (2015), but less than \$191,000 (2014)/\$193,000 (2015), your contribution will be only partly deductible. If your joint MAGI is greater than \$191,000 (2014)/\$193,000 (2015), you cannot take an IRA deduction.

If you are not above the income level that would totally eliminate a deductible contribution, there is a \$200 minimum deduction.

b. Formula to Determine Deductibility

To figure the amount of your deduction if you are an active participant, under age 50 and single:

1. Subtract your MAGI from the phase-out maximum for the applicable year (specified in the table that follows).
2. Multiply the difference by 0.5. For example, if your 2014 MAGI is \$62,000 your maximum deductible contribution is \$4,000. (\$70,000 minus \$62,000 multiplied by 0.5)

If you are:

- married filing jointly, and
- not a participant in an employer-sponsored plan, and
- married to someone who is an active participant,

Figure your deduction as follows:

1. Subtract your MAGI from \$191,000 (2014)/\$193,000 (2015)
2. Multiply the difference by 0.5 (subject to the maximum combined annual contribution limit for Traditional IRAs and Roth IRAs).

You must round up the result to the next highest \$10 level. For example, if the result is \$1525, you must round it up to \$1530.

Tax Year	Joint Filer Phase-out Maximum	Joint Filer Phase-out Maximum
2010	\$109,000	\$66,000
2011	\$110,000	\$66,000
2012	\$110,000	\$66,000
2013	\$112,000	\$69,000
2014	\$114,000	\$70,000
2015	\$116,000	\$71,000

If you make a nondeductible contribution to an IRA, you must report the amount of the nondeductible contribution to the IRS as part of your tax return for the year.

You are an active participant if you are covered by an employer-sponsored retirement plan for the year. You are covered by an employer-sponsored retirement plan if your employer or union has a retirement plan under which money is added to your account or you are eligible to earn retirement credits. For example, if you are covered under a profit sharing plan, certain government plans, a salary reduction arrangement (such as a 401(k), SEP) or a plan which promises you a retirement benefit which is based on the number of years of service you have with the employer, you are likely to be an active participant. Your Form W-2 for the year should indicate whether you are a participant.

You are an active participant even if your retirement benefit is not vested. You are also an active participant if you make required contributions or voluntary contributions to an employer-sponsored retirement plan. You may be an active participant even if you were only with the employer for part of the year.

c. Contributions after Age 70½

No contribution is allowed for an individual during the taxable year when you reach age 70½ or later, however, you can make a contribution for your spouse if they are not yet age 70½ and otherwise qualified.

d. Contributions by Employers

Note: Capital One Investing does not currently offer self-directed SEP IRAs.

An employer may also make deductible contributions to an IRA through a SEP IRA that meets the requirements of Section 408(k) of the Internal Revenue Code (Code). An employer may contribute up to 25% of compensation or \$52,000 (2014)/\$53,000 (2015), whichever is less, or such limits as prescribed by law.

4. IRA Rollovers

a. General Conditions

i. Rollovers must be deposited to the IRA within 60 days after you have taken receipt of the last asset that was distributed.

ii. Beginning in 2015, you will only be able to make one tax-free rollover in a 1 –year period from an IRA to another or same IRA regardless of the number of IRAs you own. The limit will apply by aggregating all of an individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. However, trustee to trustee transfers between IRAs are not limited and rollovers from traditional IRAs to Roth IRAs (conversions) are not limited.

2015 transition rule ignores some 2014 distributions. An IRA distribution rolled over to another (or the same)

IRA in 2014 will not prevent a 2015 distribution (within the 1-year period) from being rolled over provided the 2015 distribution is from an IRA that is different from any IRA involved in the 2014 rollover.

iii. In general, only the taxable portion of your payment is an eligible rollover distribution. If you have made after-tax employee contributions, these contributions will be non-taxable when they are paid to you and cannot be rolled over.

iv. You cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least annually and will last for:

- Your lifetime (or life expectancy), or
- You and your beneficiary's lifetime (or life expectancy),
- A period of ten years or more.

v. An amount that must be distributed during a particular year under the required distribution rules is not eligible for rollover treatment.

vi. You can choose to have any part of an eligible rollover distribution paid directly to a Traditional IRA in a direct rollover. If you choose a direct rollover, you are not taxed on the payment until you take it out of the IRA. This IRA will accept direct rollovers.

vii. If the rollover includes property such as company stock and the stock has been sold, you may still roll over the proceeds. The gain or loss on the sale of the property is not recognized if the rollover is for the entire amount allowable.

viii. If you receive an eligible rollover distribution from an employer-sponsored retirement plan and roll part or all of it into an IRA, you can roll over those assets into another employer-sponsored retirement plan later. The IRA must contain only those assets received from the first employer's plan and any gains and losses on those assets. If you mix regular contributions or rollovers from another IRA in the account, it will no longer qualify for rollover to another employer-sponsored retirement plan.

ix. Permissible rollovers include the following:

From	To
Qualified Corporate Plan	IRA
Qualified Corporate Plan	Another Qualified Corporate Plan through an IRA
Employer-Sponsored Plan	IRA
Tax Sheltered Annuity	IRA
Qualified Bond Plan	IRA
Distributions received by a spouse due to a participant's death	IRA

x. There is no dollar limit on the amount of the transfer; however, employee after-tax contributions cannot be rolled over. Amounts rolled over do not qualify for capital gains provisions and/or special five-and ten-year averaging provisions. No endowment or life insurance contracts or collectibles are allowed.

xi. Distributions will be taxed as normal income when you receive them. (Five- and ten-year averaging is not permitted.)

5. Penalty Tax

The IRS imposes a 10 percent penalty tax on certain distributions made before you reach age 59½. Generally, you will not pay a penalty for distributions made:

- To pay significant unreimbursed medical expenses,
- To pay medical insurance premiums after losing your job,
- Due to disability,

- Due to death,
- As part of a series of substantially equal payments,
- To pay qualified higher education expenses,
- To pay certain qualified first-time homebuyer amounts. You should consult with your tax advisor or IRS Publication 590 for more information on exceptions to the penalty tax.

6. Distributions and Transfers

a. General Conditions

You must identify all applicable assets in writing when requesting a distribution or transfer.

Distributions are taxed as normal income in the year you receive them. Five- and ten-year averaging is not allowed

b. Nontaxable Amounts

Any portion of an IRA distribution that consists of nondeductible contributions will not be taxed again. If you make any nondeductible IRA contributions, each distribution from your IRA will consist of a nontaxable portion (return of nondeductible contributions) and a taxable portion (return of deductible contributions if any, and account earnings).

This means you cannot take a distribution that is entirely tax free. You should use the following formula to determine the nontaxable portion of your distributions for a taxable year:

1. Divide your remaining nondeductible contributions by your total year-end account balances. Note: To figure the year-end balance you must include all Traditional, SEP, and Rollover IRA balances. You must also add back any distributions you took during the year.
2. Multiply the answer from Step 1 by the amount of total distributions for the year.

C. Additional Information

The following information applies to Traditional and Roth IRAs:

1. Types of Contributions

- a. All contributions must be in cash with the exception of rollovers and conversions.
- b. No part of the trust may be invested in life insurance.
- c. The entire balance of your IRA is non-forfeitable.
- d. The assets of your IRA may not be commingled.

2. Prohibited Transactions

The Tax Code prohibits you from using your IRA to engage in certain transactions. You may lose the tax-deferred status of your IRA if you engage in these transactions. Generally, those transactions are:

- a. Sale, exchange, or leasing of any property between the plan and a party-in-interest.
- b. Lending money or any other extension of credit to a party-in-interest.
- c. Furnishing of goods, services, or facilities, between the plan and a party-in-interest.
- d. Transfer to or use for the benefit of a party-in-interest of the income or assets of the plan in his or her own interest or for his or her own account.
- e. Receipt of any consideration for his or her own personal account by a party-in-interest that is a fiduciary dealing with the plan concerning the transaction involving the income or assets of the plan.
- f. Pledging the account or part of the account as security for a loan.
- g. Investing in collectibles such as works of art, rugs, antiques, certain metals, gems, stamps, most coins, or alcoholic beverages.

If your IRA loses its tax-deferred status, you may have to include the entire amount of the earnings in your income for the year the tax-deferred status was lost. You may also be subject to the 10 percent penalty tax on premature distributions, unless you meet the requirements for one of the exceptions to that tax.

Consult with your broker or account executive about certain restrictions that are imposed by the Trustee and the Brokerage Firm. Some examples of permissible investments include stocks, bonds, mutual funds, and certificates of deposit. This list is an example only and is not inclusive.

For more information on prohibited transactions and certain exemptions, see Code Section 4975.

3. Gift Taxes

The gift tax exclusion for distributions is applicable to an IRA. In addition, the designation of a beneficiary of an IRA is not considered a transfer of property for federal gift tax purposes.

4. Recharacterizations

You may be able to treat a contribution made to one type of IRA as having been made to a different type of IRA. You generally must have the contribution transferred from the first IRA to the second IRA in a trustee-to-trustee transfer. If you made the transfer by the due date of your tax return filing (including extensions) for the year during which you made the contribution, you can elect to treat the contribution as if it was made to the second IRA on the same date you actually made it. The transfer must include any net earnings allocable to the contribution. The contribution will not be treated as having been made to the second IRA if any deduction was allowed for the contribution to the first IRA.

a. Previous Tax-free Transfers

If you moved a contribution from one IRA to another in a tax-free transfer, such as a rollover, the contribution to the second IRA generally cannot be recharacterized. There is an exception for moves from a Traditional IRA to a SIMPLE Retirement Account. If you mistakenly roll over or transfer an amount from a Traditional IRA to a SIMPLE, you can later recharacterize the amount as a contribution to another Traditional IRA.

b. Employer Contributions

You cannot recharacterize employer contributions (including elective deferrals) under a SEP or SIMPLE plan as contributions to another IRA.

c. Not Counted as a Rollover

The recharacterization of a contribution is not treated as a rollover for purposes of the one-year waiting period.

d. How to Recharacterize

You must notify both the trustee of the first IRA and the trustee of the second IRA that you have elected to treat the contribution as if you made it to the second IRA. You must make the notification by the date of the transfer.

The notification must include:

1. The type and amount of the contribution to the first IRA that you are recharacterizing.
2. The date the contribution was made to the first IRA and the year for which it was made.
3. Directions to the trustee of the first IRA to transfer the amount and any income allocable to it, to the trustee of the second IRA in a trustee-to-trustee transfer.
4. The name of the trustee of both the first and second IRAs.
5. Any additional information needed to make the transfer.

5. Excess Contributions

An excess contribution is one that you make that exceeds the amount you are allowed to make. The IRS may penalize you up to 6 percent of the excess contribution amount.

a. Correcting the Excess

You can make a correction before your tax-filing deadline to avoid the 6 percent tax penalty by:

- Withdrawing the amount of the excess and any earnings before the tax-filing deadline for the tax year the contribution was made (the deadline includes extensions), and
- Including the withdrawn earnings in your gross income for the year in which you contributed.

You are responsible for computing the earnings and providing that figure to us on your completed distribution form. You may also owe the IRS a 10 percent premature distribution penalty tax on the earnings, even if you removed them before the tax-filing deadline.

The 6 percent tax penalty will continue to be assessed each year, until you correct the excess contribution. You can avoid the penalty in subsequent years by:

- Leaving the excess amount in your IRA and making a contribution that is equal to your maximum allowable amount, less the amount of the excess, in a subsequent year, or
- Withdrawing the excess amount from your IRA.

If you correct only a part of the excess contribution, you will continue to be liable for the tax on the amount not corrected.

6. Financial Disclosure

a. The amount of money that will be available at any period of time depends on:

- The amount of contributions,
- Total years of participation,
- Earnings, including interest, dividends, realized and unrealized gains, and losses,
- Expenses incurred for brokerage commissions and applicable Trustee's fees. Due to the many kinds of investments that you may choose, neither a guaranteed return nor a projected amount can be practically furnished.

b. For a current list of fees applicable to this account, see Pricing & Rates, located in the Capital One Investing website's footer. Capital One Investing reserves the right to modify its fees at any time, including the right to impose a fee of up to \$25 to terminate this account.

Note: Your fees may be different depending on which Brokerage Firm services your IRA.

Brokerage commissions are considered a separate cost and are in addition to the above fees charged by the Trustee. Questions about brokerage commissions should be discussed with your broker or account executive before any orders are executed.

c. To compute and allocate annual earnings:

- Compare the year-end market value to the prior year's market value
- Add any interest or dividends earned for your total account

7. Investments

It is your responsibility to select and direct the investments of the Trust, either in person or through a broker, account executive or investment advisor. The investments you choose must conform to the Self-Directed IRA Trust Agreement. For example, you may invest in stocks, bonds, mutual funds, savings programs, and other lawful transactions as stated in the Trust. (This list is an example only.) Investments that do not generate confirmations must be accompanied by additional written instructions.

No part of your IRA may be invested in collectibles (within the meaning of Code Section 408(m) except for certain coins and bullion defined in Code Section 408(m)(3)). Any investments in collectibles will be treated as a distribution.

No part of your IRA may be invested in life insurance contracts or commingled with other property, except in a common trust or investment fund, described in Code Section 408(a)(5).

Although the Brokerage Firm may provide investment information to you, any information given by them should not serve as a primary basis for your investment decisions. Any questions about the authority of your broker should

be directed to the Brokerage Firm. The broker is not an employee of Capital One Investing, LLC, and Capital One Investing, LLC does not supervise or control the activity of the broker. Furthermore, it is our understanding that you will exercise independent judgment when you make your investment decisions.

8. IRS Form 5329

You must file a Form 5329 (Return for Individual Retirement Savings Arrangement) with Form 1040 if you owe:

- excess contribution taxes
- premature distribution taxes

9. IRS Form 5498

We will complete Form 5498 and mail it to the IRS each year. This form reports contributions, conversions, and rollovers received during the year. To ensure accuracy, the cash statement from the Brokerage Firm must reflect the applicable tax year for each contribution and note whether the contribution is a regular or rollover contribution.

10. Simplified Employee Pension

Note: Capital One Investing, LLC does not currently offer SEP IRAs.

If you are an employer and wish to establish a Simplified Employee Pension Plan, you must obtain and complete Form 5305-SEP. This form is available at your local IRS office. You may also call the IRS at (800) 829-3676 or visit their web site at:

<http://apps.irs.gov/app/picklist/list/formsInstructions.html>

11. Savings Incentive Match Plan for Employees (SIMPLE)

Note: Capital One Investing, LLC does not currently offer SIMPLE IRAs.

12. Arbitration

You agree that all controversies between you and/or your beneficiaries and the Trustee and/or any of its officers, directors, or employees (present or former) concerning or arising from:

- Any retirement account maintained with the Trustee by you;
- Any transaction involving your IRA, whether or not such transactions occurred in such IRA or IRAs; or
- The construction, performance, or breach of this Self-Directed IRA Trust Agreement provided by Capital One Investing, LLC between us, whether such controversy arose prior, on, or subsequent to the date hereof, shall be determined under the commercial arbitration rules of the American Arbitration Association. Any disputes as to the arbitrability of a matter or the manner of such arbitration will be determined in such arbitration. The arbitration will be held in Wilmington, Delaware.

IV. Arbitration Disclosures

- Arbitration is final and binding on the parties,
- The parties are waiving their right to seek remedies in court, including the right to jury trial,
- Pre-arbitration discovery is generally more limited than and different from court proceedings,
- The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited,
- The panel of arbitrators will consist of arbitrators from the American Arbitration Association,
- The arbitration will be under the commercial arbitration rules of the American Arbitration Association,
- The arbitration will be held in Wilmington, Delaware,
- Any disputes as to such arbitration or the manner thereof will be determined in such arbitration.

The determination that any provision of this Self-Directed IRA Trust Agreement is not enforceable in accordance with its

terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Self-Directed IRA Trust Agreement generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Agreement, as modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

A copy of this Trust agreement should be printed by you upon the account set up and acceptance.

Further information can be obtained from any district office of the Internal Revenue Service.

You should check with your legal counsel if you have any questions about how this information applies to your particular situation.

Article I

Introduction

The purpose of this Trust is to establish a Traditional IRA under Code Section 408(a) or a Roth IRA under Code Section 408A to provide benefits for an individual or their beneficiaries upon their retirement, disability, or death. At no time shall the account be operated as both a Roth IRA and a Traditional IRA.

Article II

Definitions

As used in both the Traditional IRA and Roth IRA Self-Directed Individual Retirement Trust Agreement, the following terms shall have the meanings set forth below, unless a different meaning is plainly required by the context:

2.1 Act means the Employee Retirement Income Security Act of 1974, as amended.

2.2 Account Holder means the individual whose name appears on the Trustee accepted application and for whom contributions have been received by this Trust.

2.3 Application means the Application through which the Account Holder adopts this Trust, as may be amended from time to time, and thereby agrees to be bound by all terms and conditions of this Agreement.

2.4 Beneficiary means the person(s) or entity (entities) properly designated by the Account Holder in the Application or in a form acceptable to the Trustee.

2.5 Brokerage Firm means the investment agent selected in the application or through other means acceptable to the Trustee.

2.6 Code means the Internal Revenue Code of 1986, as amended.

2.7 Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered. This includes but is not limited to commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses. It also includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business, for purposes of Code Section 1402, included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation does include any amount includible in the Account Holder's gross income under Code Section 71 with respect to a divorce or

separation instrument described in subparagraph (A) of Section 71(b)(2).

With respect to Roth IRAs, in the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

2.8 Conversion Contribution means a rollover contribution described in Section 408(n) of the Code from a Traditional IRA, SEP, or SIMPLE IRA to a Roth IRA.

2.9 Designated Beneficiary means the beneficiary whose life expectancy is used to determine the amount of the required distribution, in accordance with Code Section 408(a)(6) and Proposed Treasury Regulation Section 1.408-8.

2.10 Disability means the Account Holder's inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of a long-continued and indefinite duration and as further described in Code Section 72(m)(7).

2.11 Individual Retirement Account means an account established under section 408(a) of the Code.

2.12 Internal Revenue Service (IRS) means the agency responsible for administering and enforcing internal revenue laws, determination of pension plan qualification and exempt organization status, preparation and issuance of ruling and regulations to interpret the provisions of the Internal Revenue Code, and other responsibilities.

2.13 Modified Adjusted Gross Income (MAGI) means income as defined in Code Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a non-Roth IRA (a conversion).

2.14 Recharacterization means treating a contribution made to one IRA as having been made to a different type of IRA.

2.15 Reconversion means recharacterizing a conversion contribution as a contribution to a Traditional IRA, then converting the Traditional IRA to a Roth IRA again. Conversions can be reconverted one time during the calendar year during which they were made.

2.16 Regulations mean Federal Income Tax regulations, as amended from time to time.

2.17 Required Beginning Date means the date at which payments must be made from the account.

2.18 Roth IRA means an individual retirement account as defined in Section 408A of the Code.

2.19 Spousal IRA means an IRA funded by a married taxpayer for his or her spouse if the taxable compensation of the nonworking spouse is less than that of the working spouse and the taxpayer files a joint return.

2.20 SIMPLE means a Savings Incentive Match Plan for Employees as defined in Section 408(p) of the Code.

2.21 SEP means a Simplified Employee Pension as defined in Sections 408(j) and 408(k) of the Code.

2.22 Traditional IRA means an IRA as defined in Section 408(a) of the Code.

2.23 Trust Year is the calendar year from January first (1st) to December thirty-first (31st).

2.24 Trustee means Capital One Investing, LLC and any successor Trustee under the trust.

2.25 Trust means this Trust established hereunder as it may be amended from time to time, including the Application, which is part of the Trust.

2.26 Trust Agreement means this document which establishes and sets forth the material terms of the Self-Directed Individual Retirement Trust Agreement.

Article III Roth IRAs

The references to IRAs in this Article refer only to Roth IRAs unless noted otherwise.

3.1 Eligibility

A. An eligible Individual is any person who received compensation for services (including earned income of a selfemployed individual) during the taxable year and has a modified adjusted gross income (MAGI) which is less than the amount allowed for their filing status.

B. As a condition of participation, the Account Holder is required to consent to the terms and conditions of this Trust, as may be amended from time to time. Agreement need not be in writing.

3.2 Contributions

A. Each taxable year, the Account Holder may contribute on a periodic basis to this Trust an amount not to exceed the lesser of \$5,500 if under age 50 and \$6,500 if age 50 and over or one-hundred percent (100%) of compensation, or the applicable statutory limit. A qualified rollover contribution or recharacterization (as described in Section 3.2 and 3.3 does not apply toward the contribution limit).

B. The contribution limit is reduced if the Account Holder's filing status is:

C. Married filing a joint return and the MAGI is between \$169,000 and \$179,000.

D. Married filing separately and the Account Holder and spouse lived together during the year and the MAGI is between \$0 and \$10,000.

E. Single, head of household or married filing separately and the Account Holder did not live with their spouse at any time during the year and the MAGI is between \$96,000 and \$116,000 (2014) and \$98,000 and \$118,000 (2015).

F. If the Account Holder's contribution limit is reduced because of MAGI the result is rounded up to the nearest \$10. If the contribution limit is greater than \$0, but less than \$200, the amount is rounded up to \$200.

G. Contributions to this Roth IRA are also reduced by the amount of contributions made to a Traditional IRA.

H. For purposes of Sections 3.2(A) above, MAGI has the same meaning as defined in Code Section 408A(c)(3)(C)(I). MAGI does not include amounts includible in Adjusted Gross Income because of a conversion from a Traditional IRA.

I. A regular contribution to a Traditional IRA or a SIMPLE plan may be recharacterized as a regular contribution to this Roth IRA subject to the terms and limitations in Treasury Regulation Section 1.408-5 and Section 3.4 below.

J. No amounts made under a SIMPLE plan established by an employer under Code Section 408(p) or a SEP established by an employer under Code Section 408(j) or (k) will be accepted into this Trust.

K. No amounts attributable to an employer contribution to a SIMPLE plan can be converted to a Roth IRA during the 2-year period beginning on the date the Account Holder first participated in the SIMPLE.

L. Contributions may be made after age 70½.

3.3 Rollovers

A. This Trust will accept rollovers from other Roth IRAs provided they are deposited within 60 days of the date distributed from the previous Roth IRA as permitted under applicable laws. A qualified rollover is one that meets the requirements of Section 408(d)(3) of the Code, except the one rollover per twelve consecutive months rule does not apply if the rollover is from an IRA other than a Roth IRA.

B. Rollover Contributions from a non-Roth IRA cannot be made if:

- You and your spouse's MAGI is more than \$100,000,

- You are married and filing a separate return, or
- You are not married and your MAGI is in excess of \$100,000

The \$100,000 limit shall apply in the year that the assets are distributed from the Traditional IRA and not the date they are deposited into the Roth IRA. For the purposes of this Section 3.3 (B), a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for that taxable year.

C. Conversion amounts must be qualified rollover contributions under Code Section 408A(e), and therefore, must satisfy Code Section 408(d)(3).

D. Any amount converted from a non-Roth IRA to a Roth IRA will be treated as a distribution from the non-Roth IRA and a rollover to the Roth IRA regardless of the actual means by which the assets are converted.

E. Amounts held in a SEP or SIMPLE plan may be converted. In the case of a SIMPLE plan, the conversion may be done only after the expiration of the two-year period as described in Code Section 72(t)(6). No SEP or SIMPLE contributions can be made to a Roth IRA. Amounts held in retirement plans other than IRAs cannot be converted directly to a Roth IRA.

3.4 Recharacterizations

A. On or before the due date for filing taxes, plus extensions, an Account Holder may recharacterize IRA contributions, including Roth IRA Conversion Contributions by means of a Trustee transfer. Recharacterized amounts will be treated as if they were made to the transferee plan and not the transferor plan if such recharacterizations are made in compliance with Code Section 408A(d)(6), Treasury Regulation Section 1.408A-5, and other applicable laws or regulations.

B. Beginning January 1, 2000, amounts that are transferred from a Traditional IRA to a Roth IRA by means of a recharacterization may not be converted before the later of the beginning of the taxable year following the taxable year in which the amount was converted to a Roth IRA or the end of the 30-day period beginning on the day on which the Account Holder recharacterizes the amount from the Roth IRA back to the Traditional IRA. A Reconversion made before the later of the beginning of the next taxable year or the end of the 30-day period is treated as a failed Reconversion. For this purpose only, a failed Conversion Contribution that is the result of a failure to satisfy the statutory requirements for a Conversion contribution is treated as a Conversion contribution in determining when the Account Holder can make a Reconversion.

3.5 Distributions

A. The Account Holder is not required to take distributions from his or her Roth IRA during their lifetime. The Beneficiary must take distributions as outlined in Paragraphs F through L of this Section, 3.5.

B. Distributions that are not included in income are:

- Qualified distributions
- Due to return of excess
- Rolled over to another Roth IRA

A qualified distribution is a distribution of assets that have been in the account for five years and:

- Made on or after the date you reach age 59½,
- Made because you are disabled,
- Made to a beneficiary or your estate after your death, or
- Meets the requirements for the purchase of a first home.

C. Withdrawals of excess contributions and the earnings on them before the due date of your tax return (including extensions) are not qualified distributions. The earnings are taxable in the year for which the contribution was made and may be subject to a 10 percent early distribution penalty.

D. Distributions that are not qualified distributions may be partially taxable. The tax treatment of these withdrawals and the earnings thereon must be withdrawn according to the order and aggregation rules as outlined in Code Section 408A(d)(F)(4).

E. The taxable portion of other withdrawals that are not qualified distributions are subject to the additional tax on premature distributions, unless one of the exceptions applies.

F. If the Account Holder dies before their entire interest is distributed, the balance will be distributed to the Beneficiary or Beneficiaries as if the account was a Traditional IRA and the Account Holder died before his or her Required Beginning Date.

G. If the Beneficiary is a non-spouse Beneficiary, the entire interest must be:

- Distributed by the end of the fifth calendar year after the calendar year of the Account Holder's death, or
- Paid over the life expectancy or life expectancies of the Beneficiary.

Payments made over life expectancy must begin before the end of the calendar year following the year of the Account Holder's death.

The life expectancy of a non-spouse Beneficiary or Beneficiaries cannot be recalculated.

H. If the Beneficiary has not made an election by December 31 of the year following the year of the Account Holder's death, the Trustee reserves the right to distribute the assets in any one of the following ways:

- Pay the entire value of the account to the Beneficiary in a lump sum, or
- Pay the entire value of the account by December 31 of the fifth year following the year of the Account Holder's death, or
- Pay the amount over the life expectancy of the Beneficiary.

In the case of a payment made over the Beneficiary's life expectancy, the amount shall be figured using the Beneficiary's age on December 31 of the year distributions will begin and using the fair market value of the account on December 31 of the year prior to the year distributions will begin. If the Beneficiary is the Account Holder's spouse, the life expectancy will be recalculated and is irrevocable when payment has been made.

I. If a distribution to a Beneficiary is not a qualified distribution, it is generally included in the Beneficiary's income in the same manner as a distribution to the Account Holder when the Account Holder was alive (See Section 3.2(D) above).

J. Distributions from other Roth IRAs cannot be substituted for payments from this Roth IRA unless the other IRA was inherited from the same decedent.

K. If the Account Holder had converted funds to which four-year averaging applies and such Account Holder dies before all such amounts have been included in income, the Beneficiary will include all remaining amounts in gross income for the taxable year that includes the Account Holder's date of death.

L. If the sole Beneficiary of the account is the Account Holder's spouse, then the date distributions are required to begin shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Account Holder died, or (ii) December 31 of the calendar year in which the Account Holder would have attained age 70½.

The account will be treated as if the surviving spouse elected to treat it as his or her own in the event that the surviving spouse fails to take a distribution by the required time or make a contribution, rollover, or conversion to the account.

Article IV

Traditional IRAs

References to IRAs in this Article refer only to Traditional IRAs unless noted otherwise.

4.1 Eligibility

1. An eligible Individual is any person who received Compensation for services (including earned income of a self-employed individual) during the taxable year and is under age 70½. An Individual making a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10) and 408(d)(3), or an employer

contribution to a Simplified Employee Pension as defined in Code Section 408(k) is also an eligible Individual.

2. As a condition of participation, the Account Holder will be required to consent to the terms and conditions of this Trust, as may be amended from time to time. Consent need not be in writing.

4.2 Contributions

a. Each taxable year, an Individual may contribute the lesser of \$5,500 if under age 50 or \$6,500 if age 50 or more or one hundred percent (100%) (or such statutory compensation limits as apply) unless the contribution is a rollover as described in Code Section(s) 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10) and 408(d)(3), or an employer contribution to a SEP as described in Code Section 408(k).

In the case of a SEP contribution, the amount cannot exceed the lesser of 25% of compensation, or \$52,000 or such limits as prescribed by law. In general, you cannot consider the part of an employee's compensation that exceeds the statutory limit as adjusted when figuring the contribution limit for that employee. That means the contribution amount for an employee subject to the \$260,000 (2014)/\$265,000 (2015) compensation cap is \$52,000 (2014)/\$53,000 (2015).

No contributions will be accepted under a SIMPLE IRA Plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employee under its SIMPLE IRA Plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA Plan, prior to the expiration of the 2-year period beginning on the date the employee first participated in that employer's SIMPLE IRA Plan.

b. No contributions can be made to this Trust in or after the taxable year during which the Account Holder reaches age 70½.

4.3 Rollovers

A. The Trustee may accept additional cash contributions on behalf of the Account Holder for a tax year of the Account Holder. The total cash contributions are limited as described in Section 4.2 above unless the contribution is a rollover as described in Code Sections 402(c) (but only after December 31, 1992) 402(e)(6), 403(a), 403(b)(8), 403(b)(10), 408(d) (3), or an employer contribution to a SEP described in Code Section 408(k).

B. If this Trust or an employee's IRA forming part of the employer's retirement trust has been disqualified because the Individual and/or the Beneficiary engaged in prohibited transaction as defined in Section 406 of the Act, then such employee's account may not be rolled over to another IRA.

C. Only cash or property from a plan as described above may be rolled over from such plan to this Trust.

4.4 Distributions

A. Amounts distributed from a Traditional IRA and not rolled over into another trust as described in Code Section 408(d) (3), are subject to a 10 percent non-deductible penalty tax as described in Code Section 72(t)(2).

There are exceptions to the tax as described in Code Section 72(t)(2)(a). Those exceptions are distributions that are made:

- After attainment of age 59½
- After the death of the Account Holder
- Due to disability as defined in Code Section 72(m)(7)
- As part of a series of substantially equal and periodic payments that are not less frequently than annually and made over the life expectancy of the Account Holder or the Account Holder and their Beneficiary
- Due to dividends paid by a corporation described in Code Section 404(k)
- On account of a levy under Code Section 6331

Distributions made under Code Section 72(t)(2)(B) (certain medical expenses), Code Section 72(t)(2)(C) (qualified domestic relation orders), and 72(t)(2)(D) (distributions to unemployed individuals for health insurance premiums) may be exempt from the ten percent (10%) penalty.

The Account Holder must supply a written statement that meets with the Trustee's acceptance, certifying any exception to the penalty tax as described in Code Section 72(t)(2).

B. Notwithstanding any provision of this Trust Agreement to the contrary, the distribution of an Account Holder's interest will be made in accordance with the minimum distribution requirements of Code Sections 408(a)(6) or 408(b)(3) and the regulations thereunder, including the incidental death benefit provision of proposed Treasury Regulation Section 1.401(a)(9)-2 which is herein incorporated by reference.

C. The Account Holder's entire interest in the Traditional IRA must be distributed or begin to be distributed by the Account Holder's Required Beginning Date which is April 1 of the year following the calendar year in which the Account Holder reaches age 70½. A distribution must be made on or before December 31 for each succeeding year.

The Account Holder may elect to have the balance in the account distributed in one of the following forms, by the Required Beginning Date:

- A single payment, or
- Equal or substantially equal payments over the life expectancy of the Account Holder, equal or substantially equal payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Account Holder and the Account Holder's Beneficiary.

D. The Account Holder may elect to receive a distribution of the balance of the Trust at any time, upon written notice to the Trustee. This is true even if distributions have begun in accordance with one of the above options.

E. The amount that must be distributed each year, beginning with the calendar year for which distributions are required (and each succeeding calendar year), is obtained by dividing the IRA account balance on December 31 of the previous year by the applicable life expectancy divisor. The divisor is determined from the tables set forth in Q&A-4 or Q&A-5, as applicable, of proposed Treasury Regulation Section 1.401(a)(9)-2.

Distributions after the death of the Account Holder will be made using the applicable life expectancy as the relevant divisor without regard to proposed Treasury Regulation Section 1.401(a)(9)-2.

F. If in any taxable year after the Account Holder turns age 70½ and fails to withdraw the required minimum distribution from the IRA, a 50 percent non-deductible penalty may be imposed by the IRS on the difference between the amount that should have been distributed and the amount actually distributed.

G. If an Account Holder has multiple IRAs, then the Account Holder must determine the required minimum distribution amount for each IRA, however the minimum amounts can be totaled together and the total taken from any one or more of the IRAs. For this purpose the Account Holder may use the "alternative method" described in IRS Notice 88-38, 1988-1 CB 524, to satisfy the minimum distribution requirements described above.

H. If the Account Holder fails to receive any of the methods of distribution described above before the first day of April following the calendar year in which the age of 70½ is reached, then the Trustee reserves the right to pay out the balance of the account in a single sum payment.

I. Distributions in excess of the required minimum payment cannot be used as a credit when figuring a subsequent year's required minimum distribution.

J. Life expectancy is determined by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Treasury Regulations. If the Account Holder fails to make an election by the time distributions are required to begin, life expectancy will be recalculated annually. Such elections will be irrevocable by the Account Holder and will apply to all subsequent years. The life expectancy of a non-spouse Beneficiary may not be recalculated. Instead, life expectancy will be calculated using the attained age of such Beneficiary during the calendar year in which the Account Holder attains age 70½. Payments for subsequent years will be calculated based on such life expectancy reduced by one for

each calendar

year that has elapsed since the calendar year life expectancy was first calculated.

K. If the Account Holder dies before the entire interest in the IRA is distributed, the remaining interest will be distributed as follows:

- If the Account Holder dies on or after distributions have begun under Section 4.4(C), the entire remaining interest must be distributed at least as rapidly as provided under Section 4.4(C).
- If the Account Holder dies before distributions have begun under Section 4.4(C), the entire remaining interest must be distributed as elected by the Account Holder, or if the Account Holder has not so elected, as elected by the Beneficiary as follows:
 - By December 31st of the year containing the fifth anniversary of the Account Holder's death; or
 - In equal or substantially equal payments over the life or life expectancy of the designated Beneficiary or Beneficiaries starting by December 31st of the year in which the Account Holder would have turned 70½.
 - If the Beneficiary is the spouse, the spouse may treat this IRA as his or her own IRA. This election will deem to have been made if the spouse makes a regular IRA contribution to this IRA, a rollover contribution to or from the IRA, or fails to take a required distribution from the IRA.

L. If the Beneficiary has not made an election by December 31 of the year following the year of the Account Holder's death, the Trustee reserves the right to distribute the assets in any one of the following ways:

- Pay the entire value of the account to the Beneficiary in a lump sum, or
- Pay the entire value of the account by December 31 of the fifth year following the year of the Account Holder's death, or
- Pay the amount over the life expectancy of the Beneficiary.

In the case of a payment made over the Beneficiary's life expectancy, the amount shall be figured using the Beneficiary's age on December 31 of the year distributions will begin and using the fair market value of the account on December 31 of the year prior to the year distributions will begin. If the Beneficiary is the Account Holder's spouse, the life expectancy will be recalculated and is irrevocable when payment has been made.

M. Distributions under these Paragraphs B through M are considered to have begun if the distributions are made because the Individual has reached his or her Required Beginning Date. If the Account Holder received distributions before the Required Beginning Date and the Individual dies, distributions will not be considered to have begun.

Article V Traditional and Roth IRAs

The following provisions apply to both Traditional IRAs and Roth IRAs

5.1 Contributions

A. Contributions must be made in cash. The Account Holder will specify the investment to be made for all such contributions. All contributions received, together with the income therefrom, and any other increment thereon will be held, and administered by the Trustee pursuant to the terms of this Trust without distinction between principal and income and without liability for the payment of interest thereon. The Trustee will not be responsible for the computation and collection of any contributions under the Trust and will be under no duty to determine whether the amount of any contributions is in accordance with the Trust.

B. Except in the case of a rollover contribution as described in Sections 3.3 (Roth IRA) and 4.3, (Traditional IRA), Conversion Contributions as described in Section 3.2 and Recharacterizations as described in Section 3.4, the Trustee will accept only cash and will not accept contributions on behalf of the Account Holder in excess of \$5,500/\$5,500 or such limits as may be prescribed by law for any taxable year. In the case of a SEP as described in Code Section 408(k), the Trustee will not accept employer contributions on behalf of the Account Holder in excess of \$52,000 (2014)/\$53,000 (2015) or such limits as may be prescribed by law for that taxable year.

C. Contributions made to this Trust by the Account Holder will be made to, or for the account, not later than April 15 of

the year following the year to which the contribution relates. Contributions by an employer to a SEP must be made no later than three and one half months after the close of the Trust year.

D. Contributions made to this Trust by or for the Account Holder will be fully vested and nonforfeitable at all times. Neither the Account Holder nor the Beneficiary may pledge, sell, or transfer any part of the account, except as provided by law and this Trust Agreement.

E. The Account Holder will direct the Trustee with respect to the investment of all contributions and the earnings thereon under the Trust. Such direction will be limited to securities obtainable through the brokerage firm designated in the Application (or any other stockbroker selected by the Account Holder and approved by the Trustee) for reinvestment in accordance with the instructions of the Account Holder. Notwithstanding the above, the Account Holder may direct contributions and earnings to be placed in a savings account or a Certificate of Deposit with an institution approved by the Trustee. The Trustee in its discretion reserves the right to return contributions received without the proper investment instructions to the payer or deposit such contributions to a money market account of the Trustee's choice. See Section 5.4 below for Investments and Administration.

F. If the Account Holder makes a contribution to this Trust which exceeds the lesser of one hundred percent (100%) or five thousand five hundred (\$5,500), or the lesser of 25% or fifty-two thousand dollars {\$52,000 (2014)/\$53,000 (2015)} if a SEP, or such limits as may be prescribed by law and it is deemed that any portion of such contribution which exceeds these limits is not deductible for federal income tax purposes, then the non-deductible portion may be withdrawn by the Account Holder. Such withdrawal must be made prior to the date on which the Account Holder is required to file his or her federal income tax return.

G. Any income earned on the non-deductible portion of such contributions must be withdrawn by the Account Holder at the same time as indicated in paragraph F, above.

5.2 Rollovers

A. Partial rollovers from this Trust to another IRA meeting the requirements of Code Section 408(a) or to an Annuity contract meeting the requirements of Code Section 408(b), or a Roth IRA meeting the requirements of Code Section 408A, are permitted to be made once a year.

B. The Account Holder may rollover or transfer the entire interest to another Individual Retirement Trust meeting the requirements of Code Section 408(a) or to an Annuity contract meeting the requirements of Code Section 408(b), or a Roth IRA meeting the requirements of Code Section 408A.

C. The above described rollover(s) must be completed within sixty (60) days after the day on which the Account Holder receives the payment or distribution of last asset in the account or in such time frames as prescribed by law.

5.3 Distributions

A. Subject to, and in accordance with other provisions in this Trust, the Trustee will from time to time on the written directions of the Account Holder make distributions out of the Trust to such individuals, in such manner, in such amounts, and for such purposes as may be specified in such written directions.

B. The Trustee will not be liable for the proper application of any part of the Trust if distributions are made in accordance with the written directions of the Account Holder as herein provided, nor will the Trustee be responsible for the adequacy of the Trust to meet and discharge any and all distributions and liabilities.

C. All requests for withdrawals will be in writing and in a form acceptable to the Trustee. A withholding election and the tax identification number of the recipient will be provided to the Trustee before the Trustee makes a payment. All payments are subject to applicable taxes and penalties. If no withholding election is provided to the Trustee, taxes will be withheld in accordance with applicable laws.

D. The Account Holder may transfer his or her interest in whole or in part, under a divorce decree, dissolution of marriage, or a written instrument incident to such divorce or dissolution. The Account Holder shall promptly notify the Trustee of such transfer by providing a certified copy of such decree or true copy of such written instrument to the Trustee.

5.4 Designation of Beneficiary

A. The Account Holder shall designate a Beneficiary on the IRA application. The Account Holder may change the

Beneficiary designation by filing a written notice with the Trustee in such manner as the Trustee deems acceptable. Changes to the Beneficiary designation must be received by the Trustee during the Account Holder's lifetime and are considered valid when they have been received by the Trustee.

- B.** The Designated Beneficiary will be entitled to the Account Holder's entire interest in the event of the Account Holder's death before the complete distribution of the entire interest.
- C.** Unless the Account Holder designates in writing how distributions are to be paid, the interest in the account will be paid equally to all primary Beneficiaries, or contingent Beneficiaries if all primary Beneficiaries have died before the Account Holder.
- D.** If the designation of a Beneficiary has not been made by the Account Holder at the time of the Account Holder's death, the Beneficiary shall be the spouse of the Account Holder, or if there is no spouse living at the time of the Account Holder's death, the Beneficiary will be the estate of the Account Holder.
- E.** If the Beneficiary designated to receive payments is a minor child or declared incapacitated or incompetent by the court, the Trustee may make such payment to a court appointed guardian or legally appointed representative. The receipt of such payment by such individual shall be a full and complete discharge to the Trustee for any sums so paid.
- F.** If the Trustee is unable to make a payment to a Beneficiary within six months after any such payment is due because the Trustee cannot ascertain the whereabouts or the identity of the Beneficiary by mailing to the last known address shown on the Trustee's records and such Beneficiary has not written claim for such payment before the expiration of said six month period, then the Trustee may deposit the Beneficiary's funds in a savings account or money market mutual fund established in the name of the Beneficiary.
- G.** Upon the death of the Account Holder, the Beneficiary may designate his or her own Beneficiary to receive any remaining assets in the account in the event the Beneficiary dies before a total distribution of the interest in the account occurs. Payments to the Beneficiary's Beneficiary must continue at least as rapidly as they would have been to the original Beneficiary.
- H.** A designated Beneficiary may disclaim his or her interest in the account provided the disclaimer is in a form acceptable to the Trustee and complies with Code Section 2518(b).
- I.** A Beneficiary is responsible for paying any fees, expenses, or taxes of the Trust in the same manner and time frame as if they were the original Account Holder.
- J.** If the designated Beneficiary of the account is the spouse and a partial transfer of the account is effected under Section 5.2(D), it is the responsibility of the Account Holder to send the Trustee a written beneficiary change notice if the Account Holder does not want the spouse to remain as the designated Beneficiary.
- K.** In the event of a dispute between two or more beneficiaries, the Trustee retains the right to apply to a court of competent jurisdiction for judicial settlement or to arbitration pursuant to Section 5.8(G). All fees and expenses incurred by the Trustee in connection with such action will be deducted from the assets of the Trust after reasonable notice is given to the beneficiaries. Such fees and expenses do not have to be approved by the court or an arbitrator.

5.5 Investments and Administration

The Trustee shall have the power and authority in the administration of this Trust to do all acts, including by way of illustration, but not in limitation of the powers conferred by law, the following:

- A.** Pursuant to the Account Holder's written directions or agent, to invest and reinvest all or any part of the Trust in securities obtainable through the Brokerage Firm designated in the Application, either "over the counter" or on a recognized exchange, and to invest in mutual funds, savings media, and any lawful trust investment which is administratively acceptable to the Trustee without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction for trust investments;
- B.** To hold part or all of the Trust account uninvested or, pursuant to directions of the Account Holder to place the same in a savings account approved by the Trustee or purchase a Certificate of Deposit with an institution approved by the Trustee. However, the Trustee may, but need not, establish a program under which cash deposits in excess of a minimum set by it will periodically be invested in a savings account or money market mutual fund without direction of the Account Holder or his or her agent and the terms of any such program may be determined and altered at the discretion of the Trustee;
- C.** To employ suitable agents and counsel and to pay their reasonable expenses and compensations;

- D.** Pursuant to the Account Holder's written directions or agent, to write covered listed call options against existing positions and to liquidate or close such option contracts and the purchase of put options on existing long positions (the same securities cannot be used to simultaneously cover more than one position), to exercise conversion privileges or rights to subscribe for additional securities and to make payments therefore;
- E.** Pursuant to the Account Holder or agent's written directions, and subject to Section 5.5(C), to consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities held by the Trustee;
- F.** To leave any securities or cash for safekeeping or on deposit, with or without interest, with such banks, brokers and other custodians as the Trustee may select, and to hold any securities in bearer form or in the name of the banks, brokers and other custodians or in the name of the Trustee without qualification or description or in the name of any nominee;
- G.** To invest contributions for Account Holder through the facilities of the Brokerage Firm designated in the Application (or equivalent facilities maintained by any other stockbroker or investment agent selected by the Account Holder and administratively pre-approved by the Trustee);
- H.** The Brokerage Firm named in the Application is designated by the Account Holder with authority to provide the Trustee with instructions, via confirmations or otherwise, implementing his or her directions to the Brokerage Firm to purchase and sell securities for his or her account. Before the entry of any orders to purchase or sell securities in this account, the Account Holder shall approve beforehand all such orders and direct the Brokerage Firm to implement his or her instructions. The Account Holder authorizes the Trustee to honor trades within his or her account without obligation to verify prior authorizations of such trades. The Brokerage Firm shall receive advices of available cash in this account and shall forward confirmation of purchases and sales to the Trustee. Selling short, and executing purchases in an amount greater than available cash are prohibited transactions. Investments in life insurance and collectibles are not permitted. No assets will be commingled. All investments outside of the brokerage account shall be accompanied by additional written instructions except as provided in Section 5.5(A). Investments in offshore entities, foreign securities, and insurance contracts are not permitted under this Trust;
- I.** Except with respect to Paragraph R below and notwithstanding anything to the contrary contained in this Trust, the Trustee shall not make any investment or dispose of any investment held in the Trust, except upon the direction of the Account Holder or his or her agent;
- J.** The Trustee shall be under no duty to question any such direction of the Account Holder, to review any securities or other property held in the Trust, or to make suggestions to the Individual with respect to the investment, retention, or disposition of any assets held in the Trust. The Account Holder hereby agrees to indemnify the Trustee and hold it harmless from and against any claim or liability which may be asserted against the Trustee by reason of its acting or not acting pursuant to any direction from the Account Holder or failing to act in the absence of any such direction;
- K.** In accordance with Section 404(c) under the Act and being that the Account Holder exercises control over his or her assets in this Trust which provides for his or her account; such Account Holder or their Beneficiary shall not be deemed to be a fiduciary by reason of such exercise, and no person who is otherwise a fiduciary shall be liable under this Trust for any loss, or by reason of any breach, which results from such Account Holder's exercise of control;
- L.** The Account Holder may appoint in writing an Investment Manager or Managers to manage (including power to acquire and dispose of) any assets of this Trust. Any such Investment Manager shall be registered as an Investment Adviser under the Investment Advisers Act of 1940 ("1940 Act"). If investment of the Trust is to be directed by an Investment Manager, the Account Holder shall deliver to the Trustee a copy of the instruments appointing the Investment Manager and evidencing the Investment Manager's acceptance of such appointment, an acknowledgment by the Investment Manager that it is a fiduciary of the Trust, and a certificate evidencing the Investment Manager's current registration under the 1940 Act. The Trustee shall be fully protected in relying upon such instruments and certificate until otherwise notified in writing by the Account Holder;

The Trustee shall follow the directions of the Investment Manager regarding the investment and reinvestment of the Trust, or such portion thereof as shall be under management by the Investment Manager. The Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or continued retention of any such investment or

the exercise or non-exercise of the powers. Therefore, and in accordance with Section 405(d)(1) under the Act, the Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing or participating in a breach of fiduciary duty by the Investment Manager. The Account Holder hereby agrees to indemnify the Trustee and hold it harmless from and against any claim or liability which may be asserted against the Trustee by reason of its acting or not acting pursuant to any direction from the Investment Manager or failing to act in the absence of any such direction.

The Investment Manager at any time and from time to time may issue orders for the purchase or sale of securities directly to a broker; and in order to facilitate such transaction, the Trustee upon written request shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each such order shall be given promptly to the Trustee by the Investment Manager, and the execution of each such order shall be confirmed by written advice via confirms or otherwise to the Trustee by the broker.

In the event that an Investment Manager should resign or be removed by the Account Holder, the Account Holder shall manage the investments pursuant the terms of this Trust unless and until the Trustee shall be notified of the appointment of another Investment Manager with respect thereto as provided in this Paragraph L.

The Trustee shall be under no duty to question any such direction of the Account Holder or Investment Manager to review any securities or other property held in the Trust or to make suggestions to the Account Holder or Investment Manager with respect to the investment, retention, or disposition of any assets held in the Trust;

M. Notwithstanding anything herein contained to the contrary, the Trustee shall not lend any part of the corpus or income of the Trust to: pay any compensation for personal services rendered to the Trust; to make any part of its services available on a preferential basis to, or acquire for the Trust any property, other than cash, from or sell any property to any Account Holder, or to any member of a Account Holder's family, or to a corporation controlled by any Account Holder through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote or 50 percent or more of the total value of shares of all classes of stock of such corporation;

All contributions made by the Account Holder and all investments made with such contributions and the earnings thereon shall be credited to an account maintained for the Account Holder by the Trustee. Such account shall reflect the amounts contributed by the Account Holder;

N. Within ninety (90) days from the close of each Trust Year, the Trustee shall render an accounting, valuing the assets at fair market value, to the Account Holder. The accounting may consist of copies of regularly issued broker-dealer statements to the Trustee and copies of mutual fund, insurance company, and other investment summary account statements supplied to the Trustee. The Account Holder must file any exceptions or objections to the accounting with the Trustee in writing, within sixty (60) days of the mailing of such accounting. In the absence of such filing, the Account Holder shall be deemed to have approved such account; and in such case, or upon the written approval of the Account Holder of any such account, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person other than the Account Holder may require an accounting or bring any action against the Trustee with respect to the Trust or its actions as Trustee.

The Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts for determination of any questions of construction, which may arise, or for instructions. The only necessary party defendant to such action shall be the Account Holder, except that the Trustee may, if it so elects, bring in as a party defendant any other person or persons;

O. The Trustee shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine

and to be signed or presented by the Account Holder or such proper person or persons, and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained;

P. The Trustee shall be under no duty to question any direction of a Account Holder or his or her agent with respect to any investments, to review or monitor any securities or other property held in Trust, or to make suggestions to the Account Holder or his or her agent with respect to investment. The Trustee will not be liable for any loss that may result by reason of investments made in accordance with the directions of an Account Holder or his or her agent;

Q. Whenever the services of a stockbroker or a dealer are required, the Trustee shall retain the Brokerage Firm designated by the Account Holder in the Application. If no Brokerage Firm is currently selected, the Trustee may, in its discretion, appoint another stockbroker or dealer to handle investments in securities under the Trust;

R. The surviving spouse and/or Beneficiary shall be bound by this Section 5.5, including the indemnification provisions in paragraphs J and L above regarding investments and administration of their interest. Provided, however, should the Beneficiary be a minor or, in the discretion of the Trustee, of unsound mind, the Trustee may liquidate the interest of such Beneficiary and hold such interest in an interest bearing account or money market account until distributed;

S. To not vote in person or by proxy upon securities held by the Trustee and destroy such proxies if received by the Trustee.

5.6 Trustee Compensation

A. The Trustee shall be paid such reasonable compensation as shall from time to time be communicated to the Account Holder by the Trustee, and such compensation shall be chargeable to the Account Holder. The Account Holder hereby covenants and agrees to pay the same.

B. The Trustee shall charge the Account Holder any taxes paid by it which may be imposed upon the Trust or the income thereof or upon which the Trustee is required to pay, as well as all expenses of administration of the Trust, including but not limited to transaction costs, distributions, postage, commissions, fees, and reasonable attorney fees. The Account Holder hereby covenants and agrees to pay the same.

C. In the event the Account Holder shall at any time fail to pay the Trustee's compensation, taxes, and expenses within a reasonable time after demand for such payment has been made by the Trustee on the Account Holder, the Trustee will charge the Trust such compensation, taxes and expenses and may liquidate assets of the Trust for such purposes, as in its sole discretion, it shall determine. The custodian will and hereby agrees to collect such compensation, taxes and expenses for the Trustee as so directed by the Trustee in writing.

D. Notwithstanding any other provision contained in this Trust Agreement, all payments under this Section 5.6 and the liquidation of assets to obtain funds therefore may be made without the approval or direction of the Account Holder. If the Trust is not sufficient to satisfy the Trustee's compensation, fees, taxes, and expenses, then the Trustee will charge the Account Holder for such unpaid compensation, fees, taxes, and expenses.

5.7 Amendment and Termination

A. Each Account Holder who adopts this Trust delegates to the Trustee the power to amend this Trust, including any retroactive amendments, by submitting a copy of such amendments to each Account Holder, but only after receiving:

1. A favorable ruling or determination letter from the Commissioner of IRS that the Trust, as amended, continues to meet the requirements of Code Section 408.

Each Account Holder shall be deemed to have consented to any and all such amendments. In addition, the Trustee may amend the fee schedule from time to time with advance notice to the Account Holder and is not required to seek approval from the IRS.

The Account Holder shall be permitted to revoke this Trust in writing within a period not to exceed seven (7) days after the date that the Account Holder adopted this Trust. In the event of such revocation, the Trustee will return the entire account plus any Trustee compensation, taxes and expenses as soon as practical.

B. Neither the Account Holder nor the Trustee shall have the right to amend or terminate this Trust in such a manner

as would cause or permit all or part of the entire interest of the Account Holder to be diverted for purposes other than their exclusive benefit or that of their Beneficiary. No Account Holder shall have the right to sell, assign, discount, or pledge as collateral for a loan any asset of this Trust.

C. An Account Holder shall have the right to terminate or partially terminate this Trust, at any time and from time to time, by delivering to the Trustee a signed copy of a statement of termination.

D. Either the Trustee or the Account Holder may terminate this Trust upon thirty (30) days written notice to the other. Upon resignation or removal of the Trustee, the Account Holder shall appoint a successor trustee that shall have the same powers and duties as are conferred upon the Trustee hereunder and in default thereof, such successor trustee may be appointed by a court of competent jurisdiction.

In the event of removal or resignation of the Trustee, if the Account Holder fails to appoint a successor trustee and complete the transfer of assets within 30 days of the date the Trustee mails such termination notice to the last address on file for the Account Holder or the Account Holder mails such notice to the Trustee, the Trustee may in its discretion, transfer the assets to a successor trustee of its choosing, or liquidate and distribute the assets, less any amounts withheld for Trustee compensation, taxes, and expenses, to the Account Holder. The Trustee will not be responsible for any penalties, fines, taxes, or tax consequences that may result from such distribution or transfer.

E. Upon the delivery by the resigning or removed trustee to its successor trustee of all property of the Trust, less such reasonable amount as it shall deem necessary to provide for its compensation and any taxes and expenses or advances chargeable or payable out of the Trust, the successor trustee shall thereupon have the same powers and duties as are conferred upon the Trustee.

F. No successor trustee shall have any obligation or liability with respect to the acts or omissions of its predecessors. The actual appointment and qualification of a successor trustee to whom the Trust assets may be transferred are conditions which must be fulfilled before the resignation or removal of the Trustee shall become effective. The transfer of the Trust assets shall be made coincidentally with an accounting by the resigned or removed Trustee and such resigned or removed Trustee shall endorse, transfer, convey and deliver to the successor trustee all of the funds, securities or other property then held by it under the Trust, together with such records as may be reasonably required in order that the successor trustee may properly administer the Trust.

G. This Trust Agreement and the Trust created hereby will be terminated in the case of complete distribution of the Trust.

H. The Trustee shall not have the right to modify or to amend this Trust retroactively in such a manner as to deprive any Account Holder or his or her Beneficiary of any benefit to which he or she may be entitled under this Trust Agreement by reason of contributions made prior to the modification or amendment, unless such modification or amendment is necessary to conform this Trust to, or satisfy the conditions of, any law, governmental regulation or ruling, or to permit this Trust to meet the requirements of Code Section 408.

I. If the Trustee receives any claim to assets held in the Trust which is adverse to the Account Holder's interest or the interest of his or her Beneficiary, and the Trustee, in its absolute discretion, decides the claim is, or may be, meritorious, the Trustee may withhold distribution until the claim is resolved to its satisfaction or until instructed by a court of competent jurisdiction. In any such matter, the Trustee shall be entitled to reimbursement of all costs, fees and expenses, including reasonable attorney's fees, directly from the Trust assets, without the approval or direction of the Account Holder. If necessary, the Trustee may liquidate Trust assets in order to be reimbursed. As an alternative, the Trustee may deposit all or any portion of the assets in the Trust into the court. Deposit with the court shall relieve the Trustee of any further obligation with respect to the assets deposited. The Trustee has the right to be reimbursed from the funds deposited with the court for legal fees and costs incurred. Such reimbursement may be made directly from the Trust assets without approval or direction of the Account Holder. If necessary, the Trustee may liquidate Trust assets in order to be reimbursed as stated above.

5.8 Miscellaneous

A. Notwithstanding anything to the contrary contained in this Trust Agreement or in any amendment thereto, no part of the Trust other than such part as is required to pay the Trustee's compensation, taxes, and administration expenses

(including the reimbursement referenced in Section 5.7 (l), shall be used for, or diverted to, purposes other than for the exclusive benefit of the Account Holder, their Beneficiaries, or their estates. The Trust account is established for the exclusive benefit of the Account Holder or his or her Beneficiary.

B. The Trustee shall not be liable for any act or omission made in connection with the Trust except for its intentional misconduct or negligence. Any required notice regarding the Trust will be considered effective when the Trustee mails it to the last address of the intended recipient which is contained in the Trustee's records. Any notice to be given to the Trustee will be considered effective when the Trustee actually receives it. The Account Holder and/or Beneficiaries must notify the Trustee of any change of address in a manner acceptable to the Trustee.

C. To the extent the Trustee is engaged in any form of litigation, arbitration, or dispute resolution concerning the Trust assets or the interest of the Trust, the Trustee shall be entitled to recover all costs, fees and expenses, including reasonable attorney's fees, directly from the Trust assets, pursuant to Section 5.7(l).

D. The terms and conditions of this Trust Agreement shall be applicable without regard to the community property laws of any state.

E. If the Account Holder is married, the Compensation of the Account Holder and any contributions made to this Trust under Section 4.1 shall be determined without regard to the Compensation of the spouse.

F. The captions of Articles and Sections in this Trust Agreement are included for convenience only and shall not be considered a part of, or an aid to, the construction of this Trust.

G. The Account Holder agrees that all controversies between the Account Holder and/or Beneficiaries and the Trustee and any of its officers, directors, agents or employees (present or former) concerning or arising from (i) any account maintained with the Trustee by the Account Holder; (ii) any transaction involving the Account Holder's account, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this Trust Agreement, whether such controversy arose prior, on or subsequent to the date hereof, shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association disclosed below. Any disputes as to the arbitrability of a matter or the manner of such arbitration shall be determined in such arbitration. Such arbitration shall be held in Wilmington, Delaware.

Arbitration Disclosures: Arbitration is final and binding on the parties except to the extent superseded by the Code or the Act; the parties are waiving their right to seek remedies in court, including the right to jury trial; pre-arbitration discovery is generally more limited than and different from court proceedings; the arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; the panel of arbitrators will consist of arbitrators for American Arbitration Association; the arbitration will be under the commercial arbitration rules of the American Arbitration Association; the arbitration shall be held in Wilmington, Delaware; and any disputes as to such arbitration or the manner thereof shall be determined in such arbitration.

H. The determination that any provision of this Trust Agreement is not enforceable in accordance with its terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Trust Agreement generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Trust Agreement, as so modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

I. All contributions to this Trust shall be deemed to take place in the State of Delaware.

J. This Trust Agreement may be executed in any number of counterparts, each one of which shall be deemed to be the original although the others shall not be produced.

K. This Trust Agreement is made pursuant to and shall be construed in accordance with the laws of the State of

Delaware. Jurisdiction and venue of any matter not subject to the arbitration provisions of this Trust Agreement shall lie solely in the courts of the State of Delaware.

L. The Trustee shall furnish annual calendar-year reports concerning the status of the account and such information concerning required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

Securities are offered by Capital One Investing, LLC, a registered broker-dealer and Member [FINRA/SIPC](#). Advisory services are provided by Capital One Advisors, LLC, an SEC registered investment advisor. Insurance products are offered through Capital One Agency LLC. All are subsidiaries of Capital One Financial Corporation.

Securities and services are: Not FDIC insured • Not bank guaranteed • May lose value • Not a deposit • Not Insured by any Federal Government Agency



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: April 15, 2003

ShareBuilder Securities Corporation
1000 124th Avenue NE
Bellevue, Washington 98005

EIN Number: 911905424

Ladies and Gentlemen:

In a letter dated June 7, 2002, as supplemented by letters dated June 20, 2002, January 6, 2003, and February 25, 2003, your authorized representative requested a written notice of approval that ShareBuilder Securities Corporation may act as a nonbank trustee or nonbank custodian for medical savings accounts established under section 220 of the Internal Revenue Code (Code), a nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a nonbank trustee or custodian of individual retirement arrangements (IRAs) established under sections 408, 408A, and 530, and a nonbank custodian of eligible deferred compensation plans described in section 457(b).

Section 220(d)(1)(B) of the Code provides, in pertinent part, that the trustee of a medical savings account must be a bank (as defined in section 408(n)), an insurance company (as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Q & A-10 of Notice 96-53, 1996-2 C.B. 219 provides, in pertinent part, that persons other than banks, insurance companies, or previously approved IRA trustees or custodians may request approval to be a trustee or custodian in accordance with the procedures set forth in section 1.408-2(e) of the Income Tax Regulations.

Section 408(a)(2) of the Code requires that the trustee of an IRA be a bank (as defined in section 408(n) of the Code) or such other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408.

Section 408A of the Code provides, in general, that a Roth IRA shall be treated in the same manner as an individual retirement plan. Section 7701(a)(37)(A) defines an individual retirement plan as an individual retirement account described in section 408.

Section 530(b)(1)(B) of the Code (dealing with education savings accounts) requires that the trustee of such an account be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which that person will administer the trust will be consistent with the requirements of this section or who has so demonstrated with respect to any individual retirement plan.

Section VII of Notice 98-8, 1998-4 I.R.B. 6 (guidance relating to the requirements applicable to eligible deferred compensation plans described in section 457(b) of the Code), provides, in pertinent part, that for purposes of the trust requirements of section 457(g)(1), a custodial account will be treated as a trust if the custodian is a bank, as described in section 408(n), or a person who meets the nonbank trustee requirements of section VIII of this notice, and the account meets the requirements of section VI of this notice, other than the requirement that it be a trust. Section VIII provides that the custodian of a custodial account may be a person other than a bank only if the person demonstrates to the satisfaction of the Commissioner that the manner in which the person will administer the custodial account will be consistent with the requirements of section 457(g)(1) and (g)(3) of the Code. To do so, the person must demonstrate that the requirements of paragraphs (2)-(6) of section 1.408-2(e) of the regulations relating to nonbank trustees will be met.

The Income Tax Regulations at section 1.408-2(e) contain the requirements that such other person must comply with in order to act as trustee or custodian, for purposes of sections 220, 401(f), 403(b)(7), 408(a)(2), 408(h), 408A, 457(b), and 530 of the Code. One of the requirements of section 1.408-2(e) states that such person must file a written application with the Commissioner demonstrating, as set forth in that section, its ability to act as a trustee or custodian.

Based on all the information submitted to this office and all the representations made in the application, we have concluded that ShareBuilder Securities Corporation meets the requirements of section 1.408-2(e) of the regulations and, therefore, is approved to act as a nonbank trustee or nonbank custodian for medical savings accounts established under section 220 of the Code, a nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a nonbank trustee or custodian of IRAs established under sections 408, 408A, and 530, and a nonbank custodian of eligible deferred compensation plans described in section 457(b).

This letter authorizes ShareBuilder Securities Corporation to act as a passive or non-passive nonbank trustee. When ShareBuilder Securities Corporation acts as a passive nonbank trustee (within the meaning of section 1.408-2(e)(6)(i)(A) of the regulations), it is authorized only to acquire and hold particular investments specified by the trust

instrument or custodial agreement. It may not act as a passive trustee or custodian if under the written trust instrument or custodial agreement it has discretion to direct investments of the trust funds.

ShareBuilder Securities Corporation may not act as a trustee unless it undertakes to act only under trust instruments or custodial agreements that contain a provision to the effect that the grantor is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is required because ShareBuilder Securities Corporation has failed to comply with the requirements of section 1.408-2(e) of the regulations or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations. For example, one such form is Form 990-T for IRAs that have \$1000 or more of unrelated business taxable income that is subject to tax by section 511(b)(1) of the Code.

ShareBuilder Securities Corporation is required to notify the Commissioner of Internal Revenue, Attn: T:EP:RA, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representations made in its application. Further, the continued approval of ShareBuilder Securities Corporation to act as a nonbank trustee or nonbank custodian for medical savings accounts established under section 220 of the Code, a nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a nonbank trustee or custodian of IRAs established under sections 408, 408A, and 530, and a nonbank custodian of eligible deferred compensation plans described in section 457(b) is contingent upon the continued satisfaction of the criteria set forth in section 1.408-2(e) of the regulations.

This approval letter is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on an approval letter issued to another member of the same controlled group. Furthermore, any entity that goes through an acquisition, merger, consolidation or other type of reorganization may not necessarily be able to rely on the approval letter issued to such entity prior to the acquisition, merger, consolidation or other type of reorganization. Such entity may have to apply for a new notice of approval in accordance with section 1.408-2(e) of the regulations.

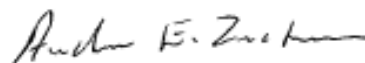
This letter constitutes a determination that ShareBuilder Securities Corporation may act as a nonbank trustee or nonbank custodian for medical savings accounts established under section 220 of the Code, a nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a nonbank trustee or custodian of IRAs established under sections 408, 408A, and 530, and a nonbank custodian of eligible deferred compensation plans described in section 457(b) and does not bear upon its capacity to act as a trustee under any other applicable law. This is not an endorsement of any investment. The Internal Revenue Service does not review or approve investments.

This notice of approval is effective as of the date of this letter and will remain in effect until withdrawn by ShareBuilder Securities Corporation or revoked by the Service. This notice of approval does not authorize ShareBuilder Securities Corporation to accept any fiduciary account before this notice becomes effective.

In accordance with the power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

Should you have any concerns with this letter, please contact James C. O'Leary, T:EP:RA:T1, Badge ID 50-24494 at (202) 283-9623.

Sincerely,



Andrew E. Zuckerman, Manager
Employee Plans Technical Group 1
Tax Exempt and Government Entities Division