



# KINGDOM

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# TRUST

**ROTH IRA**

**CUSTODIAL AGREEMENT & DISCLOSURE STATEMENT**

**Roth Individual Retirement Custodial Account**

**(Under Section 408A of the Internal Revenue Code)**

The Applicant/Depositor named on the first page of this Application and Custodial Agreement is establishing a Roth Individual Retirement Account under Section 408A of the Internal Revenue Code (26 USC 408A) to provide for his or her retirement and for the support of his or her beneficiaries after the applicant's death.

By executing the Application, the Applicant/Depositor acknowledges that he or she has received from Kingdom Trust, the custodian hereunder, the following Custodial Agreement and Disclosure Statement required by Treasury Regulation 1.408-6 and that he or she has read and understood the same.

Applicant/Depositor and the custodian do hereby agree as follows:

**Article I**

1.01.1 Except in the case of a rollover contribution described in section 408A(e), a re-characterized contribution described in section 408A (d)(6), or an IRA Conversion Contribution, the custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost -of-living adjustment, if any.

**Article II**

2.01 The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the custodian will not accept IRA Conversion Contributions in a tax year if the depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions. 2.02 In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

**Article III**

3.01 The depositor's interest in the balance in the custodial account is non-forfeitable.

**Article IV**

4.01 No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common custodial fund or common investment fund (within the meaning of section 408 (a)(5)). 4.02 No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

**Article V**

- 5.1 If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below: (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor. (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
- 5.2 The minimum amount that must be distributed each year under paragraph 5.01(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1 from the divisor for each subsequent year.
- 5.3 If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

**Article VI**

6.01 The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS). 6.02 The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

## Article VII

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

## Article VIII

- 8.01 This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Roth IRA adoption agreement.

## Article IX

- 9.1 **Applicable Law:** This custodial agreement is subject to all applicable Federal Statutes and Regulations and shall be governed by and construed under all applicable Statutes and regulations of the state of South Dakota.

If any provision of this custodial agreement is determined to be invalid or illegal, those provisions shall be stricken and the remaining provisions shall remain fully enforceable. A failure to enforce any of the provisions of this agreement by either you or custodian shall not be construed as a waiver of such provisions or of any right to enforce such provisions thereafter.

Any suit filed against custodian arising out of or in connection with this custodial agreement shall only be instituted in the county courts of Calloway County, Kentucky where custodian maintains its principal place of business and you agree to submit to such jurisdiction both in connection with any such suit you may file and in any such suit custodian may file against you.

- 9.2 **Annual Accounting:** The custodian shall, at least annually, provide the depositor or beneficiary (in the case of depositor's death) with an accounting of such depositor's account. Such accounting shall be deemed to be accepted by the depositor or the beneficiary, if the depositor or beneficiary does not object in writing within 60 days after the mailing of such accounting statement.

- 9.3 **Amendment:** The depositor irrevocably delegates to the custodian the right and power to amend this custodial agreement. Except as hereafter provided, the custodian will give the depositor 30 days' prior, written notice of any amendment. In case of a retroactive amendment required by a change in the law, the custodian will provide written notice to the depositor of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The depositor shall be deemed to have consented to any such amendment unless the depositor notifies the custodian to the contrary within 30 days after notice to the depositor and requests in writing an immediate distribution or transfer of the balance in the account.

- 9.4 **Resignation and Removal of the Custodian:**

- (a) The custodian may resign and appoint a successor to serve under this agreement or under another governing agreement selected by the successor by giving the depositor written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include or be provided under separate cover a copy of such other governing instrument, if applicable, and the related disclosure statement. The depositor shall then have 30 days from the date of such notice to either request a distribution of the entire account balance or designate a different successor and notify the custodian of such designation. If the depositor does not request distribution of the account balance or notify the custodian of the designation of a different successor within such 30-day period, the depositor shall be deemed to have consented to the appointment of the successor and the terms of any new governing instrument, and neither the depositor nor the successor shall be required to execute any written document to complete the transfer of the account to the successor. The successor may rely on any information, including beneficiary designations, previously provided by the depositor to the custodian.

- (b) The depositor may at any time remove the custodian and name a successor of the depositor's choice by giving 30 days' notice of such removal and replacement. The custodian shall then deliver the assets of the account as directed by the depositor subject to 8.04(e) below.

- (c) The custodian may resign and demand that the depositor appoint a successor by giving the depositor written notice at least 30 days prior to the effective date of such resignation. The depositor shall then have 30 days from the date of such notice to designate a successor, notify the custodian of the name and address of the successor, and provide the custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve.

- (1) If the depositor designates a successor and provides the custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the custodian shall then deliver all of the assets and necessary records to the successor.

- (2) If the depositor does not notify the custodian of the appointment of a successor within such 30-day period, then the custodian may distribute all of the assets and necessary records to the depositor outright from the IRA, and the depositor shall be wholly responsible for the tax consequences of such distribution.

- (e) In any case listed above, the custodian may expend any assets in the account to pay expenses of valuation and transfer (including but not limited to re-registering the assets and preparation of deeds, assignments, and other instruments of transfer or conveyance) to Kingdom Trust, the successor trustee or custodian, or the depositor, as the case may be. In addition, the custodian may

retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, as determined by the custodian, the custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the depositor, as the case may be.

9.5 **Fees and Expenses:**

- (a) The depositor agrees to pay the any and all fees specified in the fee schedule published by Kingdom Trust as in effect from time to time for establishing and maintaining this IRA, including but not limited to any custodian fees, and fees for distributions from, transfers to or from, and terminations of this IRA. Kingdom Trust may change the fee schedule at any time by giving the depositor 30 days' prior written notice.
- (b) The depositor agrees to pay any expenses incurred by the custodian in connection with the account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.
- (c) All such fees, taxes, and other administrative expenses charged to the account shall be collected either from the assets in the account or from any contributions to or distributions from such account if not paid by the depositor by the due date for same, but the depositor shall be responsible for any deficiency.
- (d) In the event that for any reason the custodian is not certain as to who is entitled to receive all or part of the custodial funds, the depositor hereby authorizes the custodian to withhold such custodial funds, to request a court ruling to determine the disposition of the custodial funds, and to charge the custodial fund.

9.6 **Withdrawal Requests:** All requests for withdrawal shall be in writing and in form and substance acceptable to custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested. Custodian shall also have the right to reject any withdrawal request it may deem appropriate and to apply to a court of competent jurisdiction to make a determination with respect to the proper party eligible to receive a distribution from the account and to charge the custodial funds and/or the depositor for any expenses incurred in obtaining such legal determination, including attorneys' fees.

9.7 **Responsibilities:** Depositor agrees that all information and instructions given by the depositor will be complete and accurate and that Kingdom Trust shall not be responsible for any incomplete or inaccurate information provided by the depositor, the depositor's beneficiary(ies), or the account designated representative (as described below and in the Roth IRA adoption agreement). Depositor, on behalf of the depositor and the depositor's beneficiary(ies), agrees to be responsible for all tax consequences arising from contributions to and distributions from this custodial account (including but not limited to all interest, penalties and penalty taxes), and acknowledge that no tax advice has been or will be provided by the Kingdom Trust.

9.8 **Designation of Beneficiary:**

- (a) Except as may be otherwise required by State law, in the event of the depositor's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the depositor on a beneficiary designation form acceptable to and filed with custodian. The depositor may change the depositor's beneficiary or beneficiaries at any time by filing a new beneficiary designation with custodian. If no acceptable beneficiary designation is in effect, if none of the named beneficiaries survive the depositor, or if custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the account will be payable to the depositor's estate.
- (b) In the event of the depositor's death, any beneficiary may name a subsequent beneficiary or beneficiaries to receive the balance of the account to which such beneficiary is entitled upon the death of the original beneficiary by filing a subsequent beneficiary designation form acceptable to and filed with the custodian. Payments to such subsequent beneficiary(ies) shall be distributed in accordance with the payment schedule applicable to the original beneficiary or more rapidly if the subsequent beneficiary requests. In no event may any subsequent beneficiary, be treated as a designated beneficiary of the depositor. The preceding sentence shall not apply with respect to the subsequent beneficiary(ies), if any, designated by the original spouse beneficiary where the depositor dies before his or her required beginning date and his/her spouse was named as beneficiary. In this case, the original spouse beneficiary is treated as the depositor. If the balance of the account has not been completely distributed to the original beneficiary and such beneficiary has not named a subsequent beneficiary or no named subsequent beneficiary is living on the date of the original beneficiary's death, such balance shall be payable to the estate of the original beneficiary.

9.9 **Spousal Beneficiary Provisions:** Notwithstanding the provisions of Article 5.03, if the depositor's only primary beneficiary is the surviving spouse, such spouse may elect to be treated as a non-spouse beneficiary for purposes of the provisions of Articles 5.01 and 5.02, but including the special rule provided under section 401(a)(9)(B)(iv) of the Code. Thus, a surviving spouse beneficiary may remain the beneficiary of the deceased spouse's Roth IRA and be able to take death distributions under the five-year rule or the exception to the five-year rule, including the ability to wait to begin receiving distributions over his or her single life expectancy until December 31 of the year the deceased spouse would have attained the age of 70½ had he or she lived, if this date is later than the December 31 immediately following the year of death. In addition, if the surviving spouse is not the sole beneficiary of the Roth IRA, in addition to the provisions of Articles 5.01 and 5.02, the surviving spouse beneficiary may elect to treat his or her beneficial portion of the deceased spouse's Roth IRA as his or her own Roth IRA.

9.10 **Responsibility for Determining Eligibility for Conversion Contributions:** Notwithstanding the provisions of the third sentence of Article II, the depositor agrees to be solely responsible for determining eligibility to convert any of the depositor's traditional IRAs or an employer's plan to a Roth IRA.

- 9.11 **Combining Regular Roth IRA Contributions with Roth Conversion Contributions:** The depositor may combine regular Roth IRA contributions in the same Roth IRA account as Roth IRA conversion contributions. The depositor agrees to designate each deposit as either a regular Roth IRA contribution (and the tax year to which it relates) or a Roth IRA conversion contribution. The depositor further agrees that he/she will be solely responsible for any record keeping of such deposits as determined or required by the Internal Revenue Service, including but not limited to, the timing, ordering and taxation of any distributions.
- 9.12 **Death Benefit Default Provisions:** If the depositor dies and the beneficiary does not select a method of distribution described in Article V, Section 5.01(a) or (b) by the December 31st following the year of the depositor's death, then distributions will be made pursuant to the single life expectancy of the designated beneficiary determined in accordance with IRS regulations. However, no payment will be made until the beneficiary provides Kingdom Trust with a proper distribution request acceptable in form and substance to Kingdom Trust and other documentation that may be required by Kingdom Trust. A beneficiary may at any time request a complete distribution of his or her remaining interest in the custodial account. Kingdom Trust reserves the right to require a minimum balance in the account in order to make periodic payments from the account.

## ARTICLE X SELF-DIRECTED IRA PROVISIONS

- 10.1 **Investment of Contributions:** In accordance with the instructions given to Kingdom Trust, the custodian shall invest and reinvest all contributions to the account and earnings thereon as directed by the depositor (or the direction of the beneficiary(ies) upon the depositor's death) in investments that Kingdom Trust determines it can practicably administer, which may include but are not limited to marketable securities traded on a recognized exchange or "over the counter" (excluding any securities issued by the custodian), options, mutual funds, common trust funds or other common investment funds that qualify under Section 408(b)(5) (including without limitation pooled custodial accounts and pooled custodial funds), certificates of deposit, real estate, real estate contracts, mortgages, leases, mortgage notes, debentures, individually negotiated debt instruments, promissory notes, private equity investments in closely held businesses, tax liens and tax anticipation warrants, deeds of trust, and other public, private or alternative investments that the custodian determines it can practicably administer, in such amounts as are specifically selected and specified by depositor in orders to Kingdom Trust in such form as may be acceptable to Kingdom Trust, without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction as a custodial investment or IRA investment and even if such investment will result in a prohibited transaction, unrelated business taxable income ("UBTI") or a reportable transaction. In addition, the account designated representative (as described below and in the Roth IRA adoption agreement) may give Kingdom Trust directions to have the custodian buy, sell or reinvest public securities and investments that are traded on a recognized exchange or "over the counter" (excluding any securities issued by the custodian). The account designated representative may not direct Kingdom Trust with regard to any alternative or private investment. The custodian shall be responsible only for the execution of such orders and for maintaining adequate records thereof. However, if any such orders are not received as required, or, if received, are unclear in the sole opinion of Kingdom Trust, all or a portion of the account may be held in its current investments or remain uninvested without liability for loss of income or appreciation, and without liability for interest pending receipt of such orders or clarification as are acceptable to Kingdom Trust in its sole discretion, or if a new contribution, the contribution may be returned. Kingdom Trust may, but need not, establish programs under which cash deposits in excess of a minimum set by it will be periodically and automatically invested in interest-bearing investment funds. The custodian shall have no duty other than to follow the written investment directions of the depositor, which duty shall be subject to the other terms and conditions of this agreement. The custodian shall be under no duty to question said instructions and shall not be liable for any investment losses or adverse tax consequences of any kind whatsoever sustained by the depositor. In addition, the custodian reserves the right to not follow depositor's (or a beneficiary's) direction, or process any investment for administrative or cost related reasons. Execution of depositor's instructions or refusal to execute same does not constitute investment advice or an opinion by the custodian as to the investment's prudence or viability. Depositor agrees and acknowledges that the custodian is a directed custodian and does not provide tax, legal or investment advice.
- 10.2 **Registration:** All assets of the account shall be registered in the name of the account, the custodian, or of a suitable nominee. The same nominee may be used with respect to assets of other investors or other custodians, including but not limited to the trust subsidiary, whether or not held under agreements similar to this one or in any capacity whatsoever. However, each depositor's account shall be separate and distinct; a separate account therefore shall be maintained by the TPA on behalf of the custodian, and evidence of the assets thereof shall be held by the custodian in individual or bulk segregation either in the custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
- 10.3 **Account Designated Representative/Investment Advisor:** The depositor may appoint an account designated representative who may, but is not required to be, an investment advisor qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of his/her IRA. The depositor shall notify the custodian in writing of any such appointment. If the account designated representative is an investment advisor, then the depositor shall provide the custodian a copy of the instruments appointing the investment advisor and evidencing the investment advisor's acceptance of such appointment, an acknowledgment by the investment advisor that the investment advisor is a fiduciary of the account, and a certificate evidencing the investment advisor's current registration under the Investment Advisor's Act of 1940. The custodian shall comply with any investment directions furnished to the custodian by the account designated representative, but only with regard to public securities and investments that are traded on a recognized exchange or "over the counter" (excluding any securities issued by the custodian), and will do so until the custodian

receives written notification from the depositor that the account designated representative's appointment has been terminated. The custodian shall have no duty other than to follow the written investment directions of such account designated representative, shall be under no duty to question said instructions, and shall not be liable for any investment losses or adverse tax consequences sustained by the depositor.

- 10.4 **No Investment Advice:** Kingdom Trust shall have no responsibility for rendering advice with respect to the investment and reinvestment of depositor's account and shall not be liable for any loss which result from depositor's exercise of control over his/her account. Depositor shall have and exercise exclusive responsibility for control over all the investment decisions concerning the assets of his/her account, and the custodian shall have no duty to question his/her investment directives.
- 10.5 **Prohibited Transactions:** Notwithstanding anything contained herein to the contrary, the depositor shall not direct The Kingdom Trust Company to engage in or make any investment that depositor knows or should know involves or facilitates any criminal act, nor shall the depositor direct the custodian to lend any part of the corpus or income of the account to; pay any compensation for personal services rendered to the account to; make any part of its services available on a preferential basis to; acquire for the account any property, other than cash, from; or sell any property to; any depositor, any member of depositor's family, or any entity controlled by depositor through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of ownership entitled to vote, or of 50 percent or more of the total value of all ownership interests of such entity. Generally, if a depositor engages in or directs engagement in a prohibited transaction as described in Section 4975 of the Code, the depositor's account stops being an IRA as of the first day of that year, and the account is treated as distributing all its assets to the depositor or beneficiary at their fair market values on the first day of the year which may result in taxes and penalties. Depositor hereby agrees to be solely responsible for determining and avoiding prohibited transactions and reportable events.
- 10.6 **Unrelated Business Taxable Income ("UBTI"):** Certain investments may generate taxable income within the IRA account, referred to as Unrelated Business Taxable Income (UBTI). Such income must be considered in conjunction with all such income from all IRA accounts and may be taxable to the IRA account to the extent that all UBTI for a given taxable year exceeds the threshold amount set by the IRS. If the accountholder directs investment of the account in any investment which results in unrelated business taxable income, it shall be the responsibility of the accountholder to so advise the custodian and to provide the custodian with all information necessary to prepare and file any required returns or reports for the account. As the custodian may deem necessary, and at the accountholder's expense, the custodian may request a taxpayer identification number for the account, file any returns, reports, and applications for extension, and pay any taxes or estimated taxes owed with respect to the account. In such instances, the IRS requires that a Form 990-T be filed for the IRA account along with the appropriate amount of tax. The accountholder, by signing this agreement, understands the custodian:
1. does not make any determination of UBTI;
  2. does not monitor whether the account has UBTI in the IRA account with us; and
  3. does not prepare Form 990-T.
- Therefore, the accountholder must monitor UBTI for this and any other IRA account which he/she may hold and prepare, or have prepared at their expense, the proper 990-T tax form and forward it to us for filing, along with authorization to pay any tax due from the IRA account.
- 10.7 **Disclosures and Voting:** The custodian shall deliver to depositor, or cause to be executed and delivered to depositor all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the account. The custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the custodian of written instructions from depositor that the custodian, in its sole discretion, finds to be adequate.
- 10.8 **Miscellaneous Expenses:** In addition to those expenses set out in Section 9.05 of this plan, the depositor agrees to pay any and all expenses incurred by the custodian in connection with the account, including, but not limited to, expenses of valuation of account assets, tax payments, and preparation and filing of any returns and reports with regard to UBTI. Moreover, all estimated taxes, together with any transfer and other taxes, including any interest and penalties thereon, as well as any expenses incurred in connection with the investment or reinvestment of the assets of the account shall be paid by the depositor. The custodian may, at the depositor's expense, retain suitable accountants, attorneys, or other agents to advise and assist the custodian in performing their respective duties under this agreement.
- 10.9 **Nonbank Custodian Provision:** If the custodian is a nonbank custodian, the depositor shall substitute another trustee or custodian in place of the custodian upon receipt of notice from the Commissioner of the Internal Revenue Service or his delegate that such substitution is required because the custodian has failed to comply with the requirements of Income Tax Regulations Section 1.408-2 (e), or is not keeping such records, making such returns, or rendering such statements as are required by applicable law, regulations, or other rulings. The successor trustee or custodian shall be a bank, insured credit union, or other person satisfactory to the Secretary of the Treasury pursuant to Section 408(a)(2) of the Code. Upon receipt by custodian of written acceptance of such successor's appointment, custodian shall transfer and pay over to such successor the assets of the account (less amounts retained pursuant to Section 9.04 and Article IX, Section 10.08 of this custodial agreement) and all necessary records (or copies thereof), provided that the successor trustee or custodian agrees not to dispose of any such records without the written consent of the custodian.
- 10.10 **Indemnification of Custodian:** To the extent not prohibited by Federal or State law, the depositor agrees to indemnify, defend and hold harmless Kingdom Trust, its respective subsidiaries and administrators, officers, directors, managers, members, representatives, agents, employees, affiliates, successors and assigns from and against any and all claims, demands, liabilities,

damages, costs, expenses, attorneys' fees, payments and assessments arising in connection with the depositor or the depositor's IRA or which may result from any good faith actions, errors or omissions and from following or attempting to follow any directions of the depositor (or the beneficiary(ies), or an account designated representative), and further agrees that the custodian shall not be subject to margin calls or have any other obligation to extend credit or otherwise disburse payment beyond the cash balance of depositor's account for any reason whatsoever.

### **General Instructions**

(Section references are to the Internal Revenue Code unless otherwise noted. Regulation references are to U.S. Treasury Regulations.)

#### **Purpose of Form**

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A and has been pre-approved by the IRS. A Roth individual retirement account (Roth IRA) is established after the applicable adoption agreement is fully executed by the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

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

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

### **Definitions**

**IRA Conversion Contributions.** IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. A non-Roth IRA is an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

**Custodian.** The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian. The term custodian includes Kingdom Trust, a South Dakota Chartered Trust Company, and any successor thereto who serves under this custodial agreement under the circumstances described in 9.04(d) above.

**Depositor.** The depositor is the person who establishes the custodial account. The term depositor also includes the depositor's beneficiary(ies) in the case of the depositor's death.

### **Specific Instructions**

**Article I.** The depositor may be subject to a 6% tax on excess contributions if

- (1) contributions to other individual retirement arrangements of the depositor have been made for the same tax year,
- (2) the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or
- (3) the depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year. The depositor should see the disclosure statement or Pub. 590 for more information.

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

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

## ROTH IRA DISCLOSURE STATEMENT

### RIGHT TO REVOKE YOUR ROTH IRA ACCOUNT

You may revoke your Roth IRA within 7 days after you sign the Roth IRA adoption agreement by hand-delivering or mailing a written notice to Kingdom Trust at the address indicated on the Roth IRA adoption agreement. If you revoke your account by mailing a written notice, such notice must be postmarked by the 7th day after you sign the adoption agreement. If you revoke your Roth IRA within the 7-day period, you will receive a refund of the entire amount of your contributions to the Roth IRA without any adjustment for earnings or any administrative expenses. If you exercise this revocation, we are still required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.

### GENERAL REQUIREMENTS OF A ROTH IRA

- Your contributions must be made in cash, unless you are making a qualified rollover or transfer contribution.
- The annual contributions you make on your behalf to all of your Roth IRAs and traditional IRAs may not exceed the lesser of 100% of your compensation or the "applicable annual dollar limitation" (defined below), unless you are making a rollover or transfer contribution from a traditional IRA or another Roth IRA.
- Your regular annual Roth IRA contributions for any taxable year may be deposited at any time during that taxable year and up to the due date for the filing of your Federal income tax return for that taxable year, no extensions. This generally means April 15th of the following year.
- The custodian of your Roth IRA must be a bank, savings and loan association, credit union or a person who is approved to act in such a capacity by the Secretary of the Treasury.
- No portion of your Roth IRA funds may be invested in life insurance contracts.
- Your interest in your Roth IRA is nonforfeitable at all times.
- The assets in your Roth IRA may not be commingled with other property except in a common custodial fund or common investment fund as defined in Section 408(b)(5) of the Internal Revenue Code.
- You may not invest the assets of your Roth IRA in collectibles (as described in Section 408(m) of the Internal Revenue Code.) A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the IRS. However, if the TPA and the custodian permit, specially-minted US gold, silver, and platinum coins and certain state-issued coins are permissible Roth IRA investments. Beginning on 1/1/98, you may also invest in certain gold, silver, platinum or palladium bullion, if the TPA and the custodian permit. Such bullion must be in the physical possession of the Roth IRA trustee or custodian.

### WHO IS ELIGIBLE TO MAKE A REGULAR ROTH IRA CONTRIBUTION?

You are permitted to make regular contributions to your Roth IRA for any taxable year if you receive compensation for such taxable year. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employed. Members of the Armed Forces who serve in combat zones who receive compensation that is otherwise non-taxable, are considered to have taxable compensation for purposes of making regular Roth IRA contributions. The amount which is permitted to be contributed depends upon your modified adjusted gross income (Modified AGI); your marital status; and your tax filing status discussed below.

### CONTRIBUTIONS TO A ROTH IRA

**Regular Roth IRA Contributions** - The maximum amount you may contribute for any year is the lesser of 100% of your compensation or the "applicable annual dollar limitation" (described below). Your actual contribution limit depends upon your marital status, tax filing status, and your Modified AGI.

#### Applicable Annual Dollar Limitation

<u>Tax Year</u>	<u>Contribution Limit</u>
2001	\$2,000
2002 through 2004	\$3,000
2005 through 2007	\$4,000
2008	\$5,000
2009	\$5,000
2010	\$5,000



After 2008, the \$5,000 annual limit will be subject to cost-of living increases in increments of \$500, rounded to the lower increment. This means that it may take several years beyond 2008 for the \$5,000 annual limit to increase to \$5,500.

**Catch-up Contributions** - Beginning for 2002, if an individual has attained the age of 50 before the close of the taxable year for which an annual contribution is being made and meets the other eligibility requirements for making regular Roth IRA contributions, the annual Roth IRA contribution limit for that individual would be increased as follows:

<u>Tax Year</u>	<u>Normal Limit</u>	<u>Additional Catch-up</u>	<u>Total Contribution</u>
2002	\$3,000	\$ 500	\$3,500
2003	\$3,000	\$ 500	\$3,500
2004	\$3,000	\$ 500	\$3,500
2005	\$4,000	\$ 500	\$4,500
2006	\$4,000	\$1,000	\$5,000
2007	\$4,000	\$1,000	\$5,000
2008	\$5,000	\$1,000	\$6,000
2009	\$5,000	\$1,000	\$6,000
2010	\$5,000	\$1,000	\$6,000

The additional catch-up amount for Roth IRAs is not subject to COLAs. Therefore, after 2008 when the \$5,000 normal limit increases to \$5,500 due to COLAs, the additional catch-up amount will remain at \$1,000 with no further increases to the catch-up amount.

**Special IRA Catch-up Contributions for Certain Section 401(k) Participants** - Special Roth IRA catch-up contributions are permitted for each of years 2007, 2008 and 2009 equal to the applicable year's age-50 catch-up limit multiplied by 3. To be eligible for this special catch-up Roth IRA contribution, the individual must have been a participant in an employer's §401(k) plan where employer-matching contributions were being made at the rate of at least 50% of the participant's deferrals with employer stock and such employer is in bankruptcy and is subject to an indictment or conviction. The individual is not required to be age 50 in order to take advantage of this rule. However, if the individual is age 50 or over, he or she may not contribute the age-50 catch-up amount in addition to this special catch-up.

The deadline for making such special catch-up contributions is the normal deadline for the applicable year. For example, an eligible individual takes advantage of this rule for calendar year 2009. The normal regular Roth IRA contribution limit for 2009 is \$5,000 and the normal age-50 catch-up contribution limit for 2009 is \$1,000. The eligible individual could contribute the \$5,000 normal limit plus a special catch-up contribution of \$3,000 for a total of \$8,000. The deadline for making this contribution is the 2009 tax filing deadline, no extensions.

All regular contributions (including catch-up contributions) to a Roth IRA are nondeductible. The maximum amount you may contribute to a Roth IRA is reduced by any contributions you make to all of your traditional IRAs for the same tax year.

**Modified Adjusted Gross Income** - The amount of your regular annual Roth IRA contribution depends upon your Modified Adjusted Gross Income (MAGI) for the taxable year and your marital status. If your MAGI is below a certain amount, you can contribute the entire contribution subject to the dollar limit. If your MAGI is above a certain amount, you cannot make any regular contribution to a Roth IRA. If your MAGI is between certain amounts, you are entitled to making a partial Roth IRA contribution. You are responsible for keeping track of your Roth IRA contributions so that you can report Roth IRA distributions on IRS Form 8606. Refer to the chart below for the MAGI ranges. Beginning in 2007, the MAGI ranges are subject to cost-of-living adjustments. Also refer to IRS Publication 590 for additional information.

	<u>Married Participants Filing Jointly</u>	<u>Unmarried Participants</u>	<u>Married Participants Filing Separately</u>
1998 - 2006	\$150,000 - \$160,000	\$ 95,000 - \$110,000	\$0 - \$10,000
2007	\$156,000 - \$166,000	\$ 99,000 - \$114,000	\$0 - \$10,000
2008	\$159,000 - \$169,000	\$101,000 - \$116,000	\$0 - \$10,000
2009	\$166,000 - \$176,000	\$105,000 - \$120,000	\$0 - \$10,000
2010	\$167,000 - \$177,000	\$105,000 - \$120,000	\$0 - \$10,000

**Spousal Roth IRAs**- If you and your spouse file a joint tax return and have unequal compensation (including no compensation for one spouse or one spouse who chooses to be treated as receiving no compensation) you may establish separate Roth IRAs for each spouse. The total annual contribution limit for both Roth IRAs may not exceed 100% of the combined compensation for both spouses, but neither Roth IRA may accept more than the Applicable Annual Dollar Limitation per spouse, plus the additional catch-up amount, if applicable.

The maximum Roth IRA contribution for the spouse is then reduced by:

(1) regular traditional IRA contributions made on behalf of such spouse; and

(2) Roth IRA contributions made on behalf of such spouse.

This annual limit may be further reduced if the Modified AGI exceeds the levels discussed above.

**\$200 Minimum Roth IRA Contribution** - If you fall into any of the categories listed above, your minimum allowable Roth IRA contribution will be \$200 until phased out under the appropriate marital status. In other words, if your Roth IRA contribution amount calculated under the appropriate dollar amounts discussed above results in a contribution between \$0 and \$200, your permitted contribution is \$200 instead of the calculated amount. If the result is not a multiple of \$10, round up to the nearest \$10.

**Modified AGI** - Modified AGI does not include any distributions from a traditional IRA that are converted to a Roth IRA and included in income. Modified AGI is determined before deductible traditional IRA contributions. Effective for distributions after December 31, 2004, Modified AGI does not include any amounts that are required minimum distributions pursuant to section 408(a)(6) only for purposes of determining eligibility for conversion contributions.

**Other Contributions** - Your Roth IRA may not accept rollovers from an employer-sponsored plan (other than from a Designated Roth Account), employer contributions made under a SEP or SIMPLE plan and traditional IRA contributions. However, certain rollovers and transfers as described below may be made.

**Miscellaneous Contribution Rules** - Contributions are permitted after you attain age 70½, so long as you have compensation and meet the AGI limits described above. Contributions are permitted regardless of whether you are an active participant in an employer-sponsored plan.

**Special Rules for Qualified Reservist Distributions** - Qualified Reservist Distributions withdrawn from a Roth IRA are eligible to be repaid to a Roth IRA within a 2-year period after the end of active duty. A Qualified Reservist Distribution is a distribution received from a Roth IRA by members of the National Guard or reservists who are called to active duty for a period of at least 180 days and such distribution is taken during the period of such active duty. This provision is retroactively effective with respect to distributions after September 11, 2001, for individuals called to active duty after September 11, 2001. The repayments are not treated as tax-free rollovers. Instead, the repayments become basis in the Roth IRA.

### EXCESS CONTRIBUTIONS TO A ROTH IRA

Generally, an excess Roth IRA contribution is any contribution which exceeds the contribution limits. Such excess amount is subject to a 6% excise tax on the principal remaining amount of the excess each year until the excess is corrected.

**Method of Withdrawing Excess in a Timely Manner** - This 6% excise tax may be avoided, if the excess amount plus the earnings attributable to the excess are distributed to you by your tax filing deadline including extensions for the year during which the excess contribution was made. If you decide to correct your excess in this manner, the principal amount of the excess returned to you is not taxable; however, the earnings attributable to the excess are taxable to you in the year in which the contribution was made. In addition, if you are under age 59½, the earnings attributable to the excess amount are subject to a 10% additional income tax. This is the only method of correcting an excess contribution that will avoid the 6% excise tax. The earnings attributable to an excess contribution will always be taxable, even if you would otherwise meet the definition of a "qualified distribution" discussed later.

**Under-contribution Method** - If an excess is not corrected by the tax filing deadline, including extensions, for the year during which the excess contribution was made, such excess contribution may be applied, on a year-by-year basis, against the annual limit for regular Roth IRA contributions. However, in order to "carry over" the excess contribution and treat it as a contribution made for a subsequent year, the participant must meet the eligibility requirements for the subsequent year. In addition, the taxpayer is subject to the 6% excise tax for the initial year and each subsequent year until the excess is used up.

### CONTRIBUTION RECHARACTERIZATIONS

You may be able to re-characterize certain contributions under the following two different circumstances: 1. By re-characterizing a current year regular contribution plus earnings explained in this section; or  
2. By re-characterizing a conversion made to a Roth IRA by transferring the amount plus earnings back to a traditional IRA discussed in the next section under the heading "Conversion from a Traditional IRA to a Roth IRA".

If you decide by your tax filing deadline (including extensions) of the year for which the contribution was made to transfer a current year contribution plus earnings from your traditional IRA to a Roth IRA, no amount will be included in your gross income as long as you did not take a deduction for the amount of the contribution. You may also re-characterize a current year contribution plus earnings from your Roth IRA to a traditional IRA by your tax filing deadline including extensions of the year for which the contribution was made.

In order to re-characterize a regular contribution from one type of IRA to another type of IRA, you must be eligible to make a regular contribution to the IRA to which the contribution plus earnings is re-characterized. All re-characterizations must be accomplished as a direct transfer, rather than a distribution and subsequent rollover.

You are also required to report re-characterizations to the IRS in accordance with the instructions to IRS Form 8606. Prior year excess contributions made to an IRA that are carried over to a subsequent year cannot be re-characterized as a current year contribution to another IRA. Only actual contributions made for a taxable year may be re-characterized. Any re-characterized contribution (whether a regular contribution or a conversion) cannot be revoked after the transfer. You are required to notify both custodians and to provide them with certain information in order to properly effectuate such a re-characterization.

## **ROLLOVER ROTH IRAs**

**Rollover Contribution from Another Roth IRA** - A rollover contribution from another Roth IRA is any amount you receive from one Roth IRA and within 60 days roll some or all of it over into another Roth IRA. You are not required to roll over the entire amount received from the first Roth IRA. However, any taxable amount (generally earnings) you do not roll over will be taxed at ordinary income tax rates for Federal income tax purposes and may be subject to the 10% additional income tax.

The following special rules also apply to rollovers between Roth IRAs:

- The rollover must be completed no later than the 60th day after the day the distribution was received by you from the first Roth IRA. However, if the reason for distribution was for qualified first time home buyer expenses and there has been a delay or cancellation in the acquisition of such first home, the 60-day rollover period is increased to 120 days. This 60-day rollover period is also extended in cases of disaster or casualty beyond the reasonable control of the taxpayer.
- You may have only one Roth IRA to Roth IRA rollover during a 12 consecutive month period measured from the date you received a distribution from a Roth IRA which was rolled over to another Roth IRA. (See IRS Publication 590 for more information.)
- The same property you receive in a distribution from the first Roth IRA must be the same property you roll over into the second Roth IRA. For example, if you receive a distribution from a Roth IRA of property, such as stocks, that same stock must be the property rolled over into the second Roth IRA.
- You are required to make an irrevocable election indicating that this transaction will be treated as a rollover contribution.
- You are not required to receive a complete distribution from your Roth IRA in order to make a rollover contribution into another Roth IRA, nor are you required to roll over the entire amount you received from the first Roth IRA into the second Roth IRA.
- If you inherit a Roth IRA due to the death of the participant, you may not roll this Roth IRA into your own Roth IRA unless you are the spouse of the deceased Roth IRA participant.

**Rollovers from a Designated Roth Contribution Account Under Employer-Sponsored Plans** - Effective for Eligible Rollover Distributions after December 31, 2005, amounts attributable to the participant's Designated Roth Contribution Account under an employer's §401(k) plan or §403(b) plan are eligible to roll over to a Roth IRA as either a direct rollover or a 60-day rollover. After such amounts have been rolled over to a Roth IRA, these amounts cannot be subsequently rolled back to an employer's plan.

**Effect of 5-Year Aging** - If the Roth IRA owner has already started the 5-year aging on any Roth IRA, the rollover of the Designated Roth Contribution Account under the employer's plan has the same 5-year period start date. However, if the Roth IRA owner establishes a Roth IRA for the first time with the rollover of the Designated Roth Contributions Account under the employer's plan, a new 5-year aging period starts with respect to the rollover amount, regardless of the period of participation in the employer's plan.

**Effect on Ordering Rules for Subsequent Distributions from the Roth IRA** - If a Roth IRA owner rolls over his or her Designated Roth Contributions Account under an employer's plan, the Roth IRA owner is responsible for keeping track of the rollover in the following manner for purposes of determining taxable distributions from the Roth IRA:

- If the distribution from the employer's plan is a “nonqualified distribution”, the Roth IRA owner adds the basis amount (contributions) to his or her other regular Roth IRA contributions, and adds the earnings to the earnings.
- If the distribution from the employer's plan is a “qualified distribution”, the Roth IRA owner adds the entire amount of the rollover to his or her other regular Roth IRA contributions.

**Partial Rollovers** - If a distribution representing the participant's Designated Roth Contribution Account is eligible to roll over and it is paid to the participant, and the participant rolls over to a Roth IRA only a portion of the distribution, the amount not rolled over is treated as first consisting of the nontaxable portion (the contributions). Thus, the amount rolled over is treated first as the taxable earnings and no amount is taxable to the participant if the amount of the rollover is equal to or greater than the amount of the earnings attributable to the distribution received by the employee. Proper adjustments to the ordering rules explained above are necessary in the case of a partial rollover.

**Special Rollover Rules for Qualified Hurricane Distributions** - Qualified Hurricane Distributions withdrawn from a Roth IRA are eligible to be rolled over to a Roth IRA within a 3-year period after the eligible individual received such distribution. More information on Qualified Hurricane Distributions and other tax relief provisions applicable to affected individuals of Hurricanes Katrina, Rita or Wilma is in IRS Publication 4492. Taxpayers using these tax relief provisions must file Form 8915 with his or her Federal income tax return.

**Special Rollover Rules for Midwestern Disaster Area Distributions referred to as “Qualified Disaster Recovery Assistance Distributions”** - Qualified Disaster Recovery Assistance Distributions are eligible to be rolled over to a Roth IRA within a 3-year period

after the eligible individual received such distribution.

**Special Rules for Qualified Settlement Income Received from Exxon Valdez Litigation** - Any qualified taxpayer who receives qualified settlement income during the taxable year, at any time before the end of the taxable year in which such income was received, make one or more contributions to an eligible retirement plan of which such qualified taxpayer is a beneficiary in an aggregate amount not to exceed the lesser of: (a) \$100,000 (reduced by the amount of qualified settlement income contributed to an eligible retirement plan in prior taxable years); or (b) the amount of qualified settlement income received by the individual during the taxable year.

The contribution will be deemed made on the last day of the taxable year in which such income is received if the contribution is made on account of such taxable year and is made not later than the deadline for filing the income tax return for such year, not including extensions thereof.

If the settlement income is contributed to a Roth IRA such income is not currently includible in the taxpayer's gross income and becomes basis in such Roth IRA.

A qualified taxpayer means:

1. Any individual who is a plaintiff in the civil action in re Exxon Valdez, No. 89-095-CV (HRH) (Consolidated) (D. Alaska); or
2. Any individual who is a beneficiary of the estate of such a plaintiff who acquired the right to receive qualified settlement income from that plaintiff and was the spouse or an immediate relative of that plaintiff.

**Special Rollover Rules for Military Death Gratuity and SGLI Payments** - In general the beneficiary of Death Gratuity and the SGLI (Servicemember's Group Life Insurance) may roll these payments into a Roth IRA in the name of the recipient of such payments, without regard to any adjusted gross income limitations. Such Roth IRA will not be an inherited IRA but rather in the Roth IRA will be in the beneficiary's own name. Such rule is effective with deaths occurring after June 17, 2008. However, if the payment was made due to a death that occurred after October 7, 2001, and before June 17, 2008, a recipient can still roll such amounts over to a Roth IRA as long as the rollover is completed by June 17, 2009.

The rollover to the Roth IRA must generally be completed within one year following the receipt of the payment. These payments are not taxable to the recipient. The trustee, custodian or issuer of the Roth IRA is not required to independently verify that such amounts are eligible to roll over to the Roth IRA. It is also important to note that recipients these amounts may be a spouse or other family member, and the rollover would go into the Roth IRA as the recipient's own Roth IRA, not an inherited Roth IRA. Whether or not distributions from the Roth IRA are "qualified distributions" where the earnings would be tax-free would depend upon the 5-year aging period and reason for distribution applicable to any Roth IRA distribution that is a "qualified distribution".

For purposes of the ordering rules applicable to nonqualified distributions from Roth IRAs, these amounts are treated as contributions to the Roth IRA, not as conversions. This means that these amounts may be immediately withdrawn for any purpose and not be taxed or subject to penalty.

**Rollover of Amounts Received in Airline Carrier Bankruptcy** - Effective December 11, 2008, a "qualified airline employee" may contribute any portion of an "airline payment" amount to a Roth IRA within 180 days of receipt of such payment (or, if later, within 180 days of the enactment of the Worker, Retiree and Employer Recovery Act of 2008). Such contribution is treated as a qualified rollover contribution to the Roth IRA, and as such, the airline payment is includible in gross income of the recipient to the extent it would be so includible were it not part of the rollover contribution.

An "airline payment" means any payment by a commercial airline carrier to a "qualified airline employee" that is paid: (1) under an order of a Federal bankruptcy court in a case filed after September 11, 2001, and before January 1, 2007; and (2) in respect of the employee's interest in a bankruptcy claim against the airline carrier.

In determining the amount that may be contributed to a Roth IRA, any reduction in the airline payment on account of employment tax withholding is disregarded. A "qualified airline employee" is an employee or former employee of a commercial passenger airline who was a participant in a qualified defined benefit plan maintained by the airline carrier that was terminated or became subject to the benefit accrual and other restrictions applicable to plans maintained by commercial passenger airlines.

**Special Rules for Non-Spouse Beneficiaries** - For distributions prior to 2007, any distribution from a Designated Roth Contribution Account to a beneficiary other than a surviving spouse was not eligible to be rolled over to a Roth IRA. Beginning in 2007, eligible rollover distributions from a Designated Roth Contribution Account payable to a non-spouse beneficiary are eligible for direct rollover into an Inherited Roth IRA. Such amounts must be paid in the form of a direct rollover, rather than a distribution and subsequent rollover. Thus, if the distribution is paid directly by the plan to the non-spouse beneficiary, no rollover is permitted. Also, the Roth IRA receiving the direct rollover must be an Inherited Roth IRA, rather a Roth IRA owned by the non-spouse beneficiary. The Inherited Roth IRA is subject to the same required minimum distributions that apply to beneficiaries under the employer's plan and carries over to the Inherited Roth IRA. The Roth IRA must be established and titled in a manner that identifies it as a Roth IRA with respect to a deceased individual and also identifies the deceased individual and the beneficiary, for example, "Tom Smith as beneficiary of John Smith".

For these purposes, a non-spouse beneficiary includes an individual beneficiary and a trust beneficiary that meets the special "look through" rules under the IRS regulations. A non-individual beneficiary (such as an estate or charity) or a non-look through trust is not eligible for direct rollover. Any required minimum distributions applicable to the employer's plan for the year in which the direct rollover occurs and any prior year is not eligible for direct rollover.

**Conversion from a Traditional IRA or an Employer Plan to a Roth IRA** - You are permitted to make a qualified rollover contribution from a traditional IRA or an employer plan to a Roth IRA if your Modified AGI (not including the taxable amount converted) for the year during which the distribution is made does not exceed \$100,000 and you are not a married person filing a separate tax return. This is called a "conversion" and may be done at any time without waiting the usual 12 months. You are also permitted to re-characterize a conversion made to a Roth IRA if the amount plus earnings is transferred back to a traditional IRA before your tax filing deadline including extensions for the year the amount was distributed from the traditional IRA that was converted to the Roth IRA.

**Taxation in Completing a Conversion from a Traditional IRA or an Employer Plan to a Roth IRA** - If you complete a conversion from a traditional IRA or an employer plan to a Roth IRA, the conversion amount (to the extent taxable) is generally included in your gross income for the year during which the distribution is made from your traditional IRA that is converted to a Roth IRA. However, the 10% additional income tax for premature distributions does not apply. For taxable conversions made during 1998, you may include the taxable amount of the traditional IRA distribution in income "ratably" over a four-tax-year period beginning in 1998, or include the entire taxable amount of the traditional IRA distribution in income the year of the conversion. Any taxable conversions from a traditional IRA to a Roth IRA after 1998 will be fully includible in income the year in which you receive the distribution from your traditional IRA that is converted to a Roth IRA.

**Reconversions** - Once an amount has been properly converted and then is re-characterized back to a traditional IRA, any subsequent conversion of that amount is called a "reconversion". Effective January 1, 2000, an IRA owner who converts an amount from a traditional IRA to a Roth IRA during any taxable year and then re-characterizes that amount back to a traditional IRA may not reconvert that amount from the traditional IRA to a Roth IRA before the later of: (a) the taxable year following the taxable year in which the amount was first converted to a Roth IRA; or, (b) the end of the 30-day period beginning on the day on which the IRA owner re-characterizes the amount from the Roth IRA back to a traditional IRA. Any amount previously converted is adjusted for subsequent net income in determining the amount subject to the limitation on subsequent reconversions. Since adverse tax consequences could arise, it is recommended that you seek the advice of your own tax advisor.

**Death of Taxpayer** - With respect to 1998 conversions, if the taxpayer dies before including the taxable amounts in income over a 4-year period, all remaining taxable amounts will be included in gross income on the return filed on behalf of the decedent for the taxable year of death. However, if the surviving spouse of such deceased Roth IRA participant is the sole beneficiary of all of the decedent's Roth IRAs, the surviving spouse may elect to continue including the remaining amount in income over the 4-year period as if the surviving spouse were the distributee.

**Income Acceleration** - If a distribution is deemed from a 1998 conversion amount and the taxpayer is spreading the distribution over four years, a special rule applies. If such distribution occurs before all taxable conversion amounts have been included in income, such distribution is accelerated in income for that year in addition to that year's one-fourth amount until the original taxable conversion amount has been includible in income.

**Change in Status** - A change in filing status or a divorce does not affect the application of the 4-year spread for 1998 conversions. Thus, if a married Roth IRA participant who is using the 4-year spread and who was married in 1998 subsequently files separately or divorces before the full taxable conversion has been included in gross income, the remainder of the taxable conversion must be included in the owner's gross income over the remaining years in the 4-year period, unless accelerated due to a distribution or death.

**Substantially Equal Payments** - If a taxpayer converts a traditional IRA to a Roth IRA where the traditional IRA was subject to the substantially equal periodic payment exception, the same periodic payments must continue from the Roth IRA. However, for 1998 conversions where the taxpayer is using the 4-year spread rule, the payments from the Roth IRA will be subject to the income acceleration rule. Thus, in addition to the normal 1/4th amount, the substantially equal amount is also includible in the participant's gross income for each year until the full taxable conversion has been so included.

**Types of IRAs Permitted to be Converted** - Traditional regular IRAs, Rollover "conduit" IRAs, and SEP IRAs may be converted to a Roth IRA, so long as the taxpayer meets the eligibility requirements. A SIMPLE IRA may also be converted to a Roth IRA, but only after such SIMPLE IRA is no longer subject to the 2-year holding period applicable to SIMPLE IRAs.

**Required Minimum Distributions** - If the IRA owner is age 70½ or older, the required minimum amount must first be distributed to the owner before any of the remaining amount can be converted to the Roth IRA, if eligible.

## DISTRIBUTIONS FROM A ROTH IRA

### Taxation of Distributions

"Qualified distributions" are neither subject to Federal income tax nor the 10% additional income tax for premature distributions. Nonqualified distributions are taxable to the extent such distribution is attributable to the income earned in the account. When you start withdrawing from your Roth IRA, you may take the distributions in regular payments, random withdrawals or in a single sum payment.

**Qualified Distributions** - A Qualified Distribution is one that is both made:

1. on or after you attain age 59½;
2. to a beneficiary after your death;
3. on account of you becoming disabled (defined under Section 72(m)(7) IRC); or
4. for qualified first time homebuyer expenses.

**AND** made after the end of the five-year period beginning with the taxable year for which you first make any contribution to a Roth IRA.

If your first contribution is a conversion from a traditional IRA to a Roth IRA, the five-year period begins with the year in which the conversion was made from the traditional IRA. If your first contribution is a regular contribution, the five-year period begins with the year for which the contribution was made. You may maintain only one Roth IRA plan which accepts regular contributions and conversions. Additional contributions or conversions in subsequent years will not start the running of another five-year period for purposes of determining whether or not you have received a "Qualified Distribution". If the entire Roth IRA account balance is distributed before any other Roth IRA contributions are made, the 5-year aging period does not start over when future contributions are made.

However, if any of the following situations occur, the 5-year aging period has not yet started:

- a. the initial Roth IRA contribution is revoked within its first 7-day period;
- b. the initial Roth IRA contribution is re-characterized to a traditional IRA; or
- c. an excess contribution, plus earnings, is timely distributed in accordance with section 408(d)(4), by the tax filing deadline including extensions, unless other eligible contributions were made.

**Nonqualified Distributions** - Distributions from a Roth IRA which are made as a nonqualified distribution are treated as made from contributions to the Roth IRA to the extent that such distribution, when added to all previous distributions from the Roth IRA (whether or not they were qualified distributions), and reduced by the taxable amount of such previous distributions, does not exceed the aggregate amount of contributions to the Roth IRA.

In other words, nonqualified distributions are treated as taken from the nontaxable portion first (the contributions) until the aggregate distributions exceed the aggregate contributions. When the aggregate distributions exceed the aggregate contributions, then the earnings will be treated as part of the distribution for taxation purposes. The portion of the nonqualified distribution that represents earnings will be taxable and subject to the 10% additional income tax for premature distributions, unless an exception applies. You are responsible for keeping records on the contributions you make to your Roth IRA and for figuring any taxable, nonqualified distributions from your Roth IRA.

**Distributions Made Before the End of the Five Year Period** - Distributions taken before the end of the five-year period are taxable (to the extent you receive the earnings attributable) and are subject to the 10% additional income tax if the participant is not age 59½. However, the 10% additional income tax is avoided if the distribution meets any one of the exceptions under Section 72(t).

**Recapture of the 10% Additional Tax** - The 10% additional tax on early distributions will apply to conversions if the taxpayer is deemed to withdraw any portion of the taxable conversion amount before the end of the five-year period commencing the year of conversion contribution, unless an exception under Section 72(t) applies. This is true even if none of the distribution is otherwise taxable.

**Basis Recovery Rules for Distributions from Different IRA Plans** - The taxation of distributions from a Roth IRA shall be treated separately from the taxation of a distribution from other IRA plans. In other words, nondeductible contributions made to your traditional IRA will continue to be recovered tax-free on a ratable basis.

**Ordering Rules - Distributions** from any of your Roth IRAs are to be "deemed" withdrawn in the following order: first from regular Roth IRA contributions; second from converted amounts on a first-in, first-out basis (with the taxable conversion amount first and then the nontaxable conversion amount); and last from the earnings. In determining these ordering rules, any amount distributed from an individual's Roth IRA is determined as of the end of a taxable year and exhausting each category before moving to the next category. The taxpayer will be required to keep track of these ordering provisions by using IRS Form 8606.

**Multiple Beneficiaries** - At the Roth IRA owner's death and where multiple beneficiaries are named, each type of contribution must be allocated to each beneficiary on a pro-rata basis. Thus, for example, if a Roth IRA owner dies when the Roth IRA contains a regular contribution of \$2,000, a conversion contribution of \$6,000 and earnings of \$1,000, and the owner leaves his Roth IRA equally to four

children, each child will receive one quarter of each type of contribution. Pursuant to the ordering rules, an immediate distribution of \$2,000 to one of the children will be deemed to consist of \$500 of regular contributions, and \$1,500 of conversion contributions.

For purposes of the ordering rules upon distribution, a beneficiary's inherited Roth IRAs may not be aggregated with any other Roth IRAs maintained by such beneficiary, except for other Roth IRAs that the beneficiary inherited from the same decedent. However, if the surviving spouse is the sole beneficiary of a Roth IRA and such surviving spouse elects to treat the Roth IRA as his or her own Roth IRA, the spouse can aggregate contributions with his or her other Roth IRAs for purposes of determining the ordering rules when distributions are taken. The term "spouse as sole beneficiary" means either the only primary beneficiary of the entire plan, or the only primary beneficiary of a segregated portion of the plan.

**Premature Distributions** - If you are under age 59½ and receive a "nonqualified" distribution from your Roth IRA, a 10% additional income tax will apply to the taxable portion (generally the earnings portion) of the distribution unless the distribution is received due to death; disability; a qualifying rollover distribution; the timely withdrawal of the principal amount of an excess; substantially equal periodic payments; certain medical expenses; health insurance premiums paid by certain unemployed individuals; qualified higher education expenses; qualified first time homebuyer expenses; due to an IRS levy; qualified hurricane distributions received prior to January 1, 2007; or qualified reservist distributions.

**Required Distributions** - Unlike a traditional IRA, you are not required to begin distributions when you attain age 70½. Also, the incidental death benefit requirements (referred to as MDIB) do not apply to the Roth IRA.

**Death Distributions** - If you die and you have a designated beneficiary, the balance in your Roth IRA will be distributed to your beneficiary over the beneficiary's single life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of your death. However, if your spouse is your sole beneficiary, these distributions are not required to commence until the December 31st of the calendar year you would have attained the age of 70½, if that date is later than the required commencement date in the previous sentence. If you die and you do not have a designated beneficiary, the balance in your Roth IRA must be distributed no later than the December 31st of the calendar year that contains the fifth anniversary of your death.

### **PROHIBITED TRANSACTIONS WITH A ROTH IRA**

If you or your beneficiary engage in a prohibited transaction (as defined under Section 4975 of the Internal Revenue Code) with your Roth IRA, it will lose its tax exemption and you must include the taxable portion of your account in your gross income for that taxable year and may also be subject to the 10% additional tax. If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution and the taxable portion will be included in your gross income for that year and may also be subject to the 10% additional tax.

### **ADDITIONAL TAXES AND PENALTIES**

If you are under age 59½ and receive a nonqualified premature distribution from your Roth IRA, an additional 10% income tax will apply on the taxable amount of the distribution (generally the earnings portion only), unless an exception under Section 72(t) applies. A 10% additional tax will be assessed if you are under age 59½ if you are deemed to withdraw any portion of a conversion that you made from your traditional IRA to your Roth IRA before five years have lapsed from the conversion year, even if such distribution is otherwise nontaxable. If you make an excess contribution to your Roth IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess which remains in your account.

If you should die, and the appropriate required death distributions are not made from your Roth IRA, an excise tax of 50% is assessed to your beneficiary based upon the difference between the amount that should have been distributed and the amount that was actually distributed. You may be required to file IRS Form 5329 with the Internal Revenue Service for any year an additional tax is due.

### **INCOME TAX WITHHOLDING**

All withdrawals from your Roth IRA (except the earnings attributable to a return of excess contributions) are not subject to Federal income tax withholding.

### **TRANSFERS**

A direct transfer of all or a portion of your funds is permitted from this Roth IRA to another Roth IRA or vice versa. Transfers do not constitute a distribution since you are never in receipt of the funds. The monies are transferred directly to the new trustee or custodian. Transfers are neither subject to the 12-month restriction nor the 60-day rollover period usually associated with rollovers.

If you should transfer all or a portion of your Roth IRA to your former spouse's Roth IRA under a divorce decree (or under a written instrument incident to divorce) or separation instrument, you will not be deemed to have made a taxable distribution, but merely a transfer. The portion so transferred will be treated at the time of the transfer as the Roth IRA of your spouse or former spouse.

If your spouse is the beneficiary of your Roth IRA, in the event of your death, your spouse may "assume" your Roth IRA. The assumed Roth IRA is then treated as your surviving spouse's Roth IRA.

**Qualified Charitable Distributions** - If a Roth IRA owner is exactly age 70½ or over, the Roth IRA owner may direct the Roth IRA trustee or custodian to transfer up to \$100,000 per year from the Roth IRA to a qualified charity. Such transfer will not be subject to Federal income taxes. Qualified Charitable Distributions may also be made by a beneficiary who is exactly age 70½ or over. Qualified Charitable Distributions are not subject to Federal income tax withholding. SEP IRAs or SIMPLE IRAs are not permitted to be transferred under this rule.

The amount transferred will be treated as coming from the taxable portion of Roth IRA and will be an exception to the ordering rules applicable to distributions from Roth IRAs. The tax-free transfer to a qualified charity applies only if the Roth IRA owner could otherwise receive a charitable deduction with respect to the transferred amount. In other words, it must be made to a qualified charitable organization that the taxpayer would have otherwise been able to take a tax deduction for making the charitable contribution. However, since such transfer will be tax-free, the taxpayer may not also take a charitable deduction on his or her tax return.

This provision is effective with respect to distributions transferred directly to a qualified charity beginning in 2006, but applies only for distributions transferred through the end of 2009. Although the Roth IRA trustee or custodian must pay the Qualified Charitable Distribution directly to the qualified charity, the taxpayer is responsible for substantiating and reporting the Qualified Charitable Distribution on his or her Federal income tax return. The TPA of the Roth IRA will report the amount transferred on IRS Form 1099-R as if the Roth IRA owner withdrew the money. After the Roth IRA trustee or custodian (or the TPA) issues the payment in the name of the charity, the trustee or custodian may deliver the payment to the Roth IRA owner, who then would deliver the payment to the charity.

**Qualified HSA Funding Distribution** - Beginning for contributions made for 2007 and thereafter, a special one-time, tax-free transfer from a Roth IRA to an HSA is permitted. This one-time transfer counts toward the eligible individual's HSA contribution limit for the year of the transfer.

Prior to 2007, if a Roth IRA owner wanted to use the money in a Roth IRA to make an annual HSA contribution, any nonqualified distribution from the Roth IRA was taxable (to the extent attributable to the earnings) and subject to the 10% additional tax if the individual was under the age of 59½. Prior law did not provide for a tax-free transfer from a Roth IRA to an HSA.

Beginning for annual HSA contributions made for 2007 or thereafter, an HSA -eligible individual may make an irrevocable once-in-a-lifetime, tax-free "qualified HSA Funding distribution" from a Roth IRA to an HSA, subject however to strict requirements. The amount of the HSA funding distribution must be made in the form of a custodian-to-custodian transfer from the IRA to the HSA. The amount of the transfer cannot exceed the maximum HSA contribution limit for the year that the amount is transferred. Consequently, this one-time transfer from a Roth IRA to an HSA counts toward the individual's total HSA contribution limit for the year depending upon the type of coverage under the HDHP (self-only or family).

## FEDERAL ESTATE AND GIFT TAXES

Generally, there is no specific exclusion for Roth IRAs under the Federal estate tax rules. Therefore, in the event of your death, the value of your Roth IRA will be includible in your gross estate for Federal estate tax purposes. However, if your surviving spouse is the beneficiary of your Roth IRA, the value of your Roth IRA may qualify for the marital deduction available under Section 2056 of the Internal Revenue Code. A transfer of property for Federal gift tax purposes does not include an amount which a beneficiary receives from a Roth IRA plan.

## IRS APPROVAL AS TO FORM

This Roth IRA custodial agreement has been approved by the Internal Revenue Service as to form. This is not an endorsement of the plan in operation or of the investments offered.

## ADDITIONAL INFORMATION

You may obtain further information on Roth IRAs and traditional IRAs from your District Office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590 (Individual Retirement Arrangements).

## ROTH IRA FINANCIAL DISCLOSURE

**In General** IRS regulations require the custodian to provide you with a financial projected growth of your Roth IRA account based upon certain assumptions.

**Growth in the Value of Your Roth IRA** Growth in the value of your Roth IRA is neither guaranteed nor projected. The value of your Roth IRA will be computed by totaling the fair market value of the assets credited to your account. At least once a year the custodian will send you a written report stating the current value of your Roth IRA assets.



The custodian shall disclose separately a description of:

- (a) the type and amount of each charge;
- (b) the method of computing and allocating earnings, and
- (c) any portion of the contribution, if any, which may be used for the purchase of life insurance.

**Custodian Fees** Kingdom Trust may charge reasonable fees or compensation for their services and may deduct from your Roth IRA all reasonable expenses incurred by it in the administration of your Roth IRA, including any legal, accounting, distribution, transfer, termination or other designated fees. Any charges made by the custodian will be separately disclosed on an attachment hereto. Such fees may be charged to you or directly to your Roth IRA account. In addition, depending on your choice of investment vehicles, you may incur brokerage commissions attributable to the purchase or sale of assets.