



Investment
Support
Services

Toll Free: 1-800-962-4238

For express deliveries:
Fiserv ISS
717 17th Street
Suite 2200
Denver, CO 80202-3308

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Denver, CO 80217-3859

SIMPLE IRA

Establishment Documents

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INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

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SIMPLE IRA APPLICATION

Important Information about Procedures for Opening a New Account

NOTE: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

ESTABLISHMENT AND APPOINTMENT

I, the undersigned Participant ("Account Owner") hereby establish a SIMPLE Individual Retirement Account ("SIMPLE IRA") under the Form 5305-SA SIMPLE IRA Custodial Account Agreement which is incorporated within this application by this reference. I designate Trust Industrial Bank as Custodian of this SIMPLE IRA and make the following declarations.

Please complete, sign and return this Application with your contribution and applicable fees. Be sure to keep a copy for your records. Please print or type. All fields must be completed. If not applicable, please indicate by printing "N/A" or "None" where appropriate.

ACCOUNT OWNER INFORMATION (* indicates a required field)

*Full Name

*Social Security Number

*Birth Date

*Mailing Address (if PO Box, provide physical address below)

City/State/ZIP

Residence Address (if different from mailing address or if PO Box is provided above as Mailing Address)

City/State/ZIP

*Home Telephone ()

Business Telephone ()

Email Address[†]

[†]By providing your email address you agree that Trust Industrial Bank may send to you, via email, information about electronic delivery of monthly statements, and other electronic reporting that may be available through Trust Industrial Bank.

Name of Employer

Address of Employer

City

State

ZIP

Title

INVESTMENT INFORMATION

Please select all of the types of investments you plan to hold in your SIMPLE IRA account. This information is not final and may change over the life of your account; but it will help Trust Industrial Bank better serve the needs related to your account.

Investment Type 1

Mutual Funds, Stocks/Bonds (including Exchange Traded LP, ADR, LLC, & public REITs), Money Markets, Rights, Warrants, Treasuries, Strips

Investment Type 2

REITs (non-exchange traded), Annuities, Managed Accounts, Brokerage Accounts, Certificates of Deposits, Mortgage Backed Securities

Investment Type 3 (Minimum Balance Required. See IRA Fee Schedule.)

Offshore Funds, Hedge Funds, Private Stock, Private Corporate Debt, LP/LLCs, Private REITs, Church Notes, Tax Liens, Foreign Securities

Investment Type 4 (Minimum Balance Required. See IRA Fee Schedule.)

Real Property, Trust Deeds / Mortgages

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SIMPLE IRA APPLICATION

CONTRIBUTION SUMMARY

(If you are making a cash rollover contribution, please indicate the amount below.)

SIMPLE Cash Rollover Contribution \$ _____

Annual Administration Fee* \$ _____

Total Enclosed \$ _____

(make checks payable to Trust Industrial Bank)

*This fee must be paid at the time of application. Refer to enclosed Fee Schedule for correct amount.

UNINVESTED CASH

I have reviewed the terms of the Trust Industrial Bank Savings Account provided to me in the attached Additional Account Terms and I direct Trust Industrial Bank to automatically deposit all cash contributions, rollovers, transfers, earnings and other cash into the FDIC-insured Trust Industrial Bank Savings Account. I understand that my cash is available whenever needed for investment or withdrawal as I direct. The FDIC-insured Trust Industrial Bank Savings Account is a savings account which pays a competitive rate of interest (which may be adjusted at any time at our discretion). I understand I may obtain rate information by calling 1-800-962-4238. Should conditions warrant, I acknowledge that Trust Industrial Bank may require me to give not less than 7 days notice of my intent to withdraw funds from my IRA.

I also understand that the minimum average daily cash balance requirement is \$1,000 for accounts holding all Investment Type 3 assets, and that for Investment Type 4 assets the minimum average daily cash balance requirement is \$1,000 for accounts holding Trust Deeds/Mortgages, and \$5,000 for accounts holding Real Property.

TELEPHONE TRADING AND RECORDED PHONE LINE AUTHORIZATION

I have read the Telephone Trading and Recorded Phone Line Authorization section of the Additional Account Terms that follow this application, and I hereby direct Trust Industrial Bank to honor transaction requests made by telephone on behalf of my Account. I **further understand that I must select "Elect-Out" below if I do not wish to allow telephone trading for my Account.**

I Elect-Out of Telephone Trading

(Only check this box if you DO NOT want to use or permit Telephone Trading for your Account. Also note that trading instructions left on voice mail or messaging systems will not be honored.)

BENEFICIARY DESIGNATION

I hereby designate the persons named herein as primary and contingent beneficiaries to receive my interest in this SIMPLE IRA according to the terms of the SIMPLE IRA Custodial Account Agreement, hereby revoking any such prior designations made by me. (Attach additional sheets if necessary.)

I understand that, under the terms of the SIMPLE IRA Custodial Account Agreement, upon my death, my surviving Primary Beneficiary(ies) each will be entitled to name their own beneficiary(ies) for any SIMPLE IRA assets to which each such Primary Beneficiary became entitled upon my death, that remain in the SIMPLE IRA upon the death of such Primary Beneficiary(ies). If any Primary Beneficiary dies before my death, the SIMPLE IRA will pass upon my death to my remaining Primary Beneficiary(ies), if any, based on their proportional interests as specified below. If all of my Primary Beneficiaries die before my death, the SIMPLE IRA will pass to the Contingent Beneficiary(ies) named below.

The total percentage for each level of beneficiary, both primary and contingent, must equal 100%. If your beneficiary designation request for each level of beneficiary does not total 100%, Trust Industrial Bank will correct any excess or short-fall percentage allocation by applying the ratio of the percentage actually allocated among the beneficiaries at each level.

An Account Owner's beneficiary designation must be on record with the Custodian prior to his/her death to be considered an effective designation.

SIMPLE IRA APPLICATION

PRIMARY BENEFICIARY(IES)

Name _____ Date of Birth _____

Percentage _____ % Relationship _____

Social Security Number (required) _____

Address _____ City/State/ZIP _____

Name _____ Date of Birth _____

Percentage _____ % Relationship _____

Social Security Number (required) _____

Address _____ City/State/ZIP _____

CONTINGENT BENEFICIARY(IES) (in case of death of primary beneficiary)

Name _____ Date of Birth _____

Percentage _____ % Relationship _____

Social Security Number (required) _____

Address _____ City/State/ZIP _____

Name _____ Date of Birth _____

Percentage _____ % Relationship _____

Social Security Number (required) _____

Address _____ City/State/ZIP _____

SPOUSAL CONSENT (for use in community property states)

If applicable, this section must be signed and dated by the spouse of the Account Owner:

1. If the Account Owner is married and has designated any Primary Beneficiary other than his/her spouse; and
2. If the Account Owner's plan includes or will include property in which his/her spouse possesses a community property interest or other type of property interest. *(As of this printing the community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin. Please consult with your legal advisor to ensure this satisfies the laws of your state.)*

I, the undersigned spouse of the Account Owner named above, hereby consent to and accept the beneficiary designation, without regard to whether I survive or predecease my spouse.

Spouse Signature **X** _____ Date _____

INTERESTED PARTY DESIGNATION

Please complete the information below if you wish to authorize an individual other than an FR to receive information on your account. I authorize the following individual to receive statements and any other account information from Trust Industrial Bank via written, telephone or electronic communications. I understand that this individual is not authorized to execute transactions on my behalf.

Interested Party Name _____

Telephone Number () _____ Fax Number () _____

Firm Name _____ Email Address _____

Address _____

City/State/ZIP _____

Account Owner Signature for Interested Party Designation **X** _____

Date _____

SIMPLE IRA APPLICATION

FINANCIAL REPRESENTATIVE AUTHORIZATION

Complete the information below to authorize a Financial Representative to act as your agent for your account.

- I make the following Financial Representative (FR) designation subject to all applicable provisions of the Account Establishment Documents, including but not limited to the Terms and Conditions of Appointment of FR contained in the Additional Terms and Conditions. I authorize this individual to execute asset transactions for my account, including but not limited to purchases, sales and exchanges. I also authorize this individual to receive statements and any other account information from Trust Industrial Bank via written, telephone or electronic communications.
- I agree that this FR is my agent and not the agent of Trust Industrial Bank, and is not affiliated with Trust Industrial Bank in any way.
- I agree Trust Industrial Bank is under no duty to investigate or inquire about any directions or instructions given by my FR. I further agree that Trust Industrial Bank will have no liability for any losses occurring because of changes in market value of an asset or because Trust Industrial Bank acted in reliance on instructions from me or my FR.

Financial Representative Name _____

Office Name _____

Broker Dealer Affiliation _____

Representative Number _____

Branch Number _____

Mailing Address _____

City/State/ZIP _____

Telephone Number () _____

Fax Number () _____

Email Address _____

- I understand that I may revise this information at any time by giving written notice to Trust Industrial Bank. I am aware that any changes to these authorizations will not cancel any instructions given by the FR prior to Trust Industrial Bank receiving written notice of the changes.

Account Owner Signature for Authorization of FR **X** _____

Date _____

FINANCIAL REPRESENTATIVE CONSENT AND ACKNOWLEDGEMENT

I, _____ (*representative's name*) hereby consent to my designation as Financial Representative (FR) on the above-named IRA. I understand and acknowledge that, as FR, I will be acting as the authorized agent of the Account Owner and not as the agent of Trust Industrial Bank. Additionally, I affirmatively represent to both the Account Owner and Trust Industrial Bank that I will not make any statements or other communications to or with the Account Owner suggesting that I am acting as the agent of Trust Industrial Bank for any purpose relating to this retirement account.

Financial Representative Signature **X** _____

Date _____

YOUR ACKNOWLEDGEMENT AND SIGNATURE

I, the undersigned, have read, understand and agree to all of the terms as set forth in the SIMPLE IRA Application, SIMPLE IRA Custodial Account Agreement, SIMPLE IRA Disclosure Statement and the Instructions and Additional Terms and Conditions (collectively, "Plan Documents"), and I have retained the Plan Documents including a copy of this completed Application. I further specifically acknowledge that I have read, understand and agree to the Arbitration Statement that is part of the Plan Documents, and the Custodian's Fee Schedule that is available at the Trust Industrial Bank web site at www.fiserviss.com and that Trust Industrial Bank provided me with this document. I acknowledge the minimum cash and account value requirements applicable to Investment Types 3 and 4, as stated on the IRA Fee Schedule. I also understand that fees are not prorated upon establishment or termination, and I consent to have my conversations with Trust Industrial Bank recorded.

Account Owner Signature **X** _____

Date _____

When the plan has been accepted by Trust Industrial Bank, the Account Owner will be sent an account establishment confirmation letter showing the account number and account information. Trading cannot proceed until a Trust Industrial Bank account number has been assigned and the account has been funded by the Account Owner.

Please make a copy of this Application for your records.

New Account Fax Number: 720-920-4738

For Trust Industrial Bank use only.

Authorized Signature **X** _____

Account Number (*Trust Industrial Bank will complete*) _____



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Denver, CO 80202-3308

Send mail to:
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P.O. Box 173859
Denver, CO 80217-3859

SIMPLE IRA ESTABLISHMENT DOCUMENTS

INSTRUCTIONS

IT IS IMPORTANT THAT YOU:

Read and keep these Instructions, Additional Account Terms, Custodial Account Agreement and Disclosure Statement for your records, and make a copy of your completed Application before sending it to Trust Industrial Bank. All of these documents explain what you can expect from Trust Industrial Bank as the Custodian and what is expected of you as an IRA Account Owner. They constitute your agreement with Trust Industrial Bank for the SIMPLE IRA.

ESTABLISHMENT AND CONTRIBUTION DEADLINE

Your signed Application must be received by Trust Industrial Bank in its offices before employee deferrals and employer contributions will be accepted by Trust Industrial Bank.

Deferrals should be deposited by the employer as soon as administratively possible, but no later than 30 days after the end of the month in which the deferral takes place. Contact your employer to complete a salary reduction agreement.

The employer's matching contribution check must be postmarked to Trust Industrial Bank on or before the employer's tax-filing due date (including extensions).

SIMPLE IRA OVERVIEW

All Trust Industrial Bank plans are self-directed by you as the Account Owner, please consult with tax and investment professionals at each step in the management of this SIMPLE IRA.

SIMPLE IRA

Use this form to establish a SIMPLE IRA to receive salary deferrals and any employer contributions under your employer's SIMPLE IRA Plan. **Do not use this form to establish an account to make regular annual cash contributions (deductible and/or non-deductible) to a Traditional or Roth IRA.**

You can also use this IRA to deposit eligible rollover contributions from another SIMPLE IRA Plan. If you are making a rollover deposit of assets other than cash, please complete a Trust Industrial Bank SIMPLE IRA Transfer/Rollover/Conversion/Recharacterization Form to provide details and to provide your written rollover designation. This form also provides the definition of a direct rollover.

Details such as eligibility and contribution limits are discussed in the SIMPLE IRA Custodial Agreement (IRS Form 5305-SA) and Disclosure Statement included with these Establishment Documents. If you have questions or require more detail, please consult with your tax or financial professional, or read IRA Publications 560 and 590.

UNINVESTED CASH HELD IN TRUST INDUSTRIAL BANK SAVINGS ACCOUNT

Your available cash is held in an FDIC-insured savings account known as the Trust Industrial Bank Savings Account ("Savings Account"). This Savings Account is provided free of charge to assist you in preparing for distributions or changes in investment strategy. This is a variable rate Savings Account. At our discretion, the interest rate and Annual Percentage Yield (APY) for the Savings Account may change at any time.

In order to obtain the most current interest rate information for the Savings Account, please call 1-800-962-4238.

The interest on the Savings Account is compounded and credited on a monthly basis. In order to receive the interest, your account must be open as of the interest crediting date. The interest is calculated using the average daily balance method. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the Savings Account for each day of the period and dividing that figure by the number of days in the period. Interest begins to accrue no later than the second business day following the day of deposit of non-cash items.

There may be minimum balance requirements ("liquidity requirements") that apply to your account based upon the investments you hold in your account. Information about these liquidity requirements is disclosed in the fee schedule contained in your account establishment booklet, and on the applicable investment direction forms.

The fees that may be charged and debited from your account are referenced on the account Fee Schedule. You can obtain a copy of this Fee Schedule by calling 1-800-962-4238.

TELEPHONE TRADING AND RECORDED PHONE LINE AUTHORIZATION

Unless the Account Owner selects the "elect-out" option in this section of the Account Application; by signing the SIMPLE IRA Application, he/she authorizes Trust Industrial Bank to honor eligible transaction requests it receives by telephone from the Account Owner or his/her designated Financial Representative (including employees and staff of the FR).

Trust Industrial Bank reserves the right not to honor transaction requests by telephone if there are not sufficient funds or shares in the Account, or if Trust Industrial Bank receives incomplete information to process the requested transaction. Trust Industrial Bank will not be liable for any loss, expense or cost arising out of any telephone instructions that are processed pursuant to this procedure.

Trust Industrial Bank has automatic telephone recording equipment on certain telephone lines used by its employees who take or process trading requests and client inquiries. By signing the

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

SIMPLE IRA ESTABLISHMENT DOCUMENTS

SIMPLE IRA Application, the Account Owner gives Trust Industrial Bank consent to record and play back such calls as necessary for business purposes, and he/she acknowledges that recorded phone line conversations are the property of Trust Industrial Bank. Recorded phone line conversations are the property of Trust Industrial Bank and will be maintained at the sole discretion of Trust Industrial Bank.

BENEFICIARY DESIGNATION AND DISTRIBUTIONS

If the Account Owner is married, and his or her spouse possesses a community property interest in the Account, the Account Owner must have their spouse's consent to name anyone but the spouse as primary beneficiary. He or she must complete the spousal consent section of the SIMPLE IRA Application. If the Account Owner does not make a beneficiary designation, the IRA will be distributed according to the default provisions of the SIMPLE IRA Custodial Account Agreement.

If the Account Owner dies, and there is a balance that remains in his or her SIMPLE IRA, the Account will be distributed to the Account Owner's designated primary beneficiary(ies), or, if deceased, to their designated contingent beneficiary(ies). The Account Owner may designate as many beneficiaries as he or she wishes; use a separate sheet of paper if necessary.

Upon the Account Owner's death, the Account Owner's beneficiary or beneficiaries may take distributions from the IRA over their life expectancies (provided they make the election to do so by December 31 of the year following the year of death of the Account Owner), and the Account Owner's beneficiaries (the first generation beneficiaries) may designate their own beneficiaries (the second generation beneficiaries) to receive the remaining amounts upon the death of the first generation beneficiaries.

After the death of the Account Owner, if there are multiple beneficiaries and each desire to use their own life expectancy to calculate amounts that must be distributed; each beneficiary must establish a separate account pursuant to the terms described in the Custodial Account Agreement and pursuant to Treasury Regulation 1.401(a)(9)-8 (Q&A-2).

An Account Owner's beneficiary designation must be on record with the Custodian prior to his/her death to be considered an effective designation.

INTERESTED PARTY (Information Only) DESIGNATION

The Account Owner may authorize an additional person (other than the Account Owner or his/her FR) to receive Account information and duplicate statements ONLY. Trust Industrial Bank will not accept purchase or sale instructions from an Interested Party.

FINANCIAL REPRESENTATIVE INFORMATION AND AUTHORIZATION

The Account Owner should complete this section if he or she chooses to designate a financial representative (FR), who the Account owner authorizes to execute transactions for the SIMPLE IRA according to the "Terms and Conditions of Appointment of Financial Representative" below.

The FR must separately consent to his or her designation as the Account Owner's agent, and acknowledge that he or she will be acting solely as the Account Owner's Agent and not as the agent of Trust Industrial Bank.

TERMS AND CONDITIONS OF APPOINTMENT OF FINANCIAL REPRESENTATIVE

By execution of the Application, the named FR (if any) has been designated subject to the following terms and conditions:

1. The FR is the authorized agent of the Account Owner and is not an agent of Trust Industrial Bank. The Account Owner acknowledges that Trust Industrial Bank does not recommend the appointment of any specific FR or his/her compliance with securities laws or registration requirements, and is not affiliated with the FR in any way.
2. The FR (which includes the FR's employees and staff) is authorized to execute transactions for the Account and to direct Trust Industrial Bank to execute transactions for the Account on behalf of an Account Owner. Such direction may include, but not be limited to, making or receiving payment pursuant to the FR's investment directions or upon receipt of security transaction confirmations.
3. FR may remove himself or herself with written notice to Trust Industrial Bank.
4. Trust Industrial Bank shall be fully justified and protected in relying on and acting on any notice, instruction, direction or approval received from the FR. Trust Industrial Bank shall be under no duty to make any investigation or inquiry with respect to any notice, instruction direction or approval received from the FR, or to investigate or take any action with respect to the FR.
5. Account Owner may remove his or her FR by providing written notice to Trust Industrial Bank on a form acceptable to Trust Industrial Bank; however, the removal of an FR shall not have the effect of canceling any notice, instruction, direction or approval from that FR received by Trust Industrial Bank before Trust Industrial Bank receives written notice of the removal of the FR.
6. The Account Owner may designate a new FR by providing written notice to Trust Industrial Bank on a form provided by Trust Industrial Bank; however, Trust Industrial Bank shall not rely and/or act on any notice, instruction, direction or approval from the designated FR received by Trust Industrial Bank before Trust Industrial Bank receives the written notice of the designation of the FR.
7. Trust Industrial Bank shall reflect the name and business address of the Account Owner's designated FR on each quarterly Account statement and shall assume the FR information reflected on the Account statement is accurate unless the Account Owner and/or the FR notifies Trust Industrial Bank in writing of the discrepancy within 90 days of the date on the Account statement.
8. If the FR is affiliated with a broker dealer as a registered representative, Trust Industrial Bank may make information about Account activity available to FR's broker dealer to assist them with their supervisory responsibilities required under NASD regulations.

PRIVACY POLICY

Trust Industrial Bank recognizes that its customers have an expectation that Trust Industrial Bank and its affiliates will maintain the confidentiality of customers' nonpublic personal information. As a result, Trust Industrial Bank has adopted this Privacy Policy concerning information that the Account Owner provides and information that is obtained in servicing the account.

Information about the Account Owner is collected for purposes of administering the account or accounts with us. We collect information about the Account Owner for specific business purposes and not for resale or transfer to unaffiliated parties. The information we collect, the source of the information and the purposes for which it is used are explained below. If the Account Owner closes the account or it becomes inactive, Trust Industrial Bank will adhere to the privacy policies and practices described in this notice.

Information Collected

Nonpublic personal information is collected and retained by Trust Industrial Bank for purposes of administering the account. It is not furnished to third parties for any purpose other than to administer the account. The information we collect can be summarized as follows:

1. Account Establishment Information. This is information furnished by the Account Owner on forms creating the account with Trust Industrial Bank and its affiliated companies. Examples are the Account Owner's name and address, Social Security number and beneficiary designations (if applicable).
2. Account Transaction Information. This includes information obtained from the Account Owner and the various entities that comprise the assets in the account. It includes correspondence and phone contacts with us concerning the account, account assets and our services. If the account was transferred from another financial institution, it may contain records from that institution.

Nonpublic Information That Is Disclosed

All information in the account may be disclosed to any person or entity that the Account Owner has authorized pursuant to the account establishment documents. In addition, information may be disclosed to affiliated or nonaffiliated third parties to further the Account Owner's goals in establishing an account with Trust Industrial Bank. Categories of information that are disclosed are as follows:

1. Identifying information. Examples of this information include the Account Owner's name, address and Social Security or tax identification number.
2. Transaction information. Examples include the Account Owner's directives to purchase or sell an asset in the account and the receipt of income to the account or distributions from the account.

Parties To Whom We May Disclose Nonpublic Information

Trust Industrial Bank may disclose both identification and transaction information to affiliated and nonaffiliated parties for the following reasons:

1. Financial Services Providers. Examples are brokers, transfer agents, mutual fund companies or other representatives of the seller or purchaser of the asset or a firm that provides valuations for securities.
2. Non-financial Companies. Examples are companies that mail reports and prospectuses to the Account Owner, statement printers and tax form providers.

Trust Industrial Bank does not disclose nonpublic personal information about our clients to any party, except as permitted or required by law.

How Trust Industrial Bank Protects the Confidentiality of The Account Owner's Nonpublic Personal Information

Trust Industrial Bank and its affiliates value the trust that the Account Owner places in us. To maintain that trust, we have put into place safeguards to protect the privacy of the Account Owner's nonpublic personal information. We do not sell or trade the Account Owner's information with nonaffiliated companies. When information is provided to third party providers to service the account, safeguards are in place to make certain that the information is used only for the purpose for which it is provided.

Internally, Trust Industrial Bank maintains its records on secured computers. Prospective employees are screened for criminal convictions and drug use. Once hired, employees are advised of Trust Industrial Bank's privacy policies and of the confidential nature of the information they handle. Employees are limited to accessing only that customer information that is necessary to perform their job functions.

ADDITIONAL ACCOUNT TERMS

ADMINISTRATIVE FEASIBILITY

Basic guidelines for this policy are set by the IRS. Other investment restrictions are determined by Trust Industrial Bank for administrative purposes. Trust Industrial Bank reserves the right not to honor any investment instruction if adequate information has not been provided or if Trust Industrial Bank cannot meet special administrative requirements of the investment. Trust Industrial Bank does not recommend or comment on the investment merits or management of any investment. Trust Industrial Bank does not conduct due diligence and it does not review investments for their merits, suitability or legality for investment in an IRA. Trust Industrial Bank may, for its own administrative purposes, review investment materials and it may or may not maintain copies of such review material. Account Owners are responsible for obtaining reviewing and keeping copies for their own use, any prospectus, offering memorandum, purchase agreement or other material for investments they direct that Trust Industrial Bank purchase in an IRA.

Certain assets have been identified as "alternative," and are subject to special maintenance (holding) and re-registration fees. Please refer to the fee schedule for more information on the types of investments Trust Industrial Bank permits in client Accounts, and to see the fees associated with each type of investment.

VALUATION REPORTING POLICY

Each account statement the Account Owner receives reflects the reported value of the IRA assets, all transactions that have been processed by Trust Industrial Bank and all fees (if any) that have been charged. Trust Industrial Bank reports the value of account assets as accurately as possible using the resources available to it. The values listed on the Trust Industrial Bank account statement may differ from the values listed on the Account Owner's brokerage account or other investment sponsor statements.

Individual values for securities that have publicly-quoted prices are reported based solely on such quoted prices, which are obtained from a quotation service or other source generally available to the public. Trust Industrial Bank does not guarantee the accuracy of prices obtained from quotation services or other sources, or the length of availability of such prices.

Values for alternative investments are generally reported at their original offering price to investors. Trust Industrial Bank classifies alternative investments into two types: equity and debt. Investments that Trust Industrial Bank has classified as alternative equities include, but are not limited to, non-service-priced private partnership interests, private common and preferred stock and private real estate investment trusts. Investments that Trust Industrial Bank has classified as alternative debt include, but are not limited to, mortgages/deeds of trust, corporate and private partnership notes and other private debt offerings. Information regarding whether an alternative investment has been classified as equity or debt is available upon request. On an annual basis (or more frequently if requested), Trust Industrial Bank requests updated valuation information from such persons as investment sponsors of private partnership interests, officers of private corporations and sponsors of other investments it has classified as alternative equities. Trust Industrial Bank will normally adjust the reported value of an alternative equity investment if the general partner, officer or sponsor provides Trust Industrial Bank with an updated value. If Trust Industrial Bank has not received an updated value from the general partner, officer or sponsor within two years from the date it last received updated valuation information, it will begin reporting the value as "N/A" or "Not Available." Trust Industrial Bank does not request updated valuation (or outstanding loan balance) information for investments it has classified as alternative debt. However, Trust Industrial Bank will normally adjust the reported value (or outstanding loan balance) of an alternative debt investment if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt investment sponsor.

Trust Industrial Bank does not conduct appraisals of investments and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value. Trust Industrial Bank does not guarantee the accuracy of reported values or whether the Account Owner will be able to obtain the reported value in the event of a sale, redemption or surrender.

Values reported as N/A indicate that either 1) updated valuation information has not been received within two years of the last update, 2) valuation information was not available at the time of reporting, 3) Trust Industrial Bank has become aware of an event that has occurred making the previous valuation doubtful, such as a bankruptcy filing or appointment of receiver, or 4) the asset has no value. Valuation information or other information provided or reported by Trust Industrial Bank should not be used as a basis for making, retaining or disposing of an investment. Please refer to reports (or other information) provided by brokers, general partners, corporate officers or other investment sponsors (or contact these

sources directly) with regard to the current operation and status of any chosen investment(s). The frequency with which Trust Industrial Bank updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semi-annually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been updated.

Unconfirmed ("pending") purchase transactions for assets that have been determined to have no value must first be confirmed ("settled") before the asset can be removed from the account. Trust Industrial Bank in no way represents that it has received a confirmation of the purchase or that the asset has any value when settling a purchase transaction in order to remove the valueless asset from the account.

Note: Mutual funds and other investments sometimes pay dividends or distribute income on or shortly before quarter-end. Such transactions generally will not be reflected on the account statement until the quarter in which Trust Industrial Bank receives payment or confirmation from the investment sponsor verifying the transaction and share position. Please keep this in mind when reviewing the Account Owner security positions and account value.

STATEMENT REVIEW PERIOD

Please review each Account statement carefully, and be sure the activity and balances on your Trust Industrial Bank Account statement are accurate. The Account Owner must report any discrepancies to Trust Industrial Bank in writing within 90 days of the date of the Account statement. If we do not receive the Account Owner's written objections within the stated period, Trust Industrial Bank shall be relieved of all liability for the report, act or procedure reflected on the statement.

NOTICE AND CHANGE OF ADDRESS

Any required notice regarding this SIMPLE IRA will be considered effective when Trust Industrial Bank mails it to the last address of the intended recipient that we have in our records. Any notice given to Trust Industrial Bank will be considered effective when received. The Account Owner must notify us of any change in address in writing.

INDEMNIFICATION AND LIMITATION OF LIABILITY

This section shall apply to you, as the Account Owner, to your named beneficiary(ies) and any subsequent beneficiary(ies). All references to the Account Owner in this section include the beneficiary(ies) upon the death of the Account Owner and any subsequent beneficiary(ies).

The Custodian shall have no liability for any loss or diminution of the IRA assets resulting from the changes in the market value of an asset; or resulting from reliance or action taken in reliance upon notice, instruction, direction or approval received from an Account Owner or the FR; or by reason of any exercise or failure to exercise investment direction authority by an Account Owner or by the FR; or by reason of the Custodian's refusal to act in accordance with any exercise of investment direction by an Account Owner or the FR; or for any failure of the FR or asset sponsor to comply with any laws or registration requirements; or by reason of any other act or failure to act by an Account Owner or by the designated FR; or by reason of any prohibited transaction or IRA disqualification occurring as a result of any action taken or not taken by the Custodian in reliance on direction from an Account Owner or the FR.

SIMPLE IRA ESTABLISHMENT DOCUMENTS

The Account Owner waives and will hold the Custodian harmless from any and all claims including but not limited to damages, court costs, legal fees and costs of investigation arising as a result of changes in the market value of any asset; resulting from reliance or action taken in reliance upon notice, instruction, direction or approval received from an Account Owner or the FR; or by reason of any exercise or failure to exercise investment direction authority by an Account Owner or by the FR; or by reason of the Custodian's refusal to act in accordance with any exercise of investment direction by an Account Owner or the FR; or for any failure of the FR or asset sponsor to comply with any laws or registration requirements; or by reason of any other act or failure to act by an Account Owner or by the FR; or by reason of any prohibited transaction or SIMPLE IRA disqualification occurring as a result of any action taken or not taken by the Custodian in reliance on direction from an Account Owner or the FR.

The Account Owner and, upon the death of the Account Owner, the Beneficiary, agrees to indemnify and hold harmless the Custodian from and against all losses, expenses (including attorney fees), settlement payments or judgments incurred by, or entered against the Custodian as the result of any threatened or asserted claim against the Custodian that pertains in any way to: 1) the Custodian's activities with the Account Owner; 2) the Account Owner's investment; and/or 3) a situation or matter associated with this Custodial Account or the SIMPLE IRA. The Account Owner's indemnification obligation also includes the responsibility to reimburse the Custodian for all attorney's fees and costs incurred by the Custodian in: 1) responding to threatened claims by any party; 2) defending (including on appeal) against asserted claims by any party; 3) responding to information requests or cooperating with investigations of the FR or asset sponsor; and/or 4) prosecuting (including on appeal) a claim or counterclaim against the Account Owner requesting payment of the indemnification obligation set forth herein. The Account Owner's indemnification obligation applies to any threatened or asserted claim against the Custodian, including specifically, a claim that is threatened or asserted by the Account Owner against the Custodian. The Account Owner's indemnification obligation hereunder also applies to any threatened or asserted claims brought by the Account Owner against the Custodian resulting from wrongful conduct by the Account Owner's FR (or any other agent of the Account Owner or the asset sponsor), including, but not limited to, fraud, forgery or any other illegal act engaged in by the FR or other agent retained by the Account Owner or the asset sponsor.

CONFIRMATIONS DELIVERY POLICY

The Account Owner agrees to receive confirmations for trades processed by Trust Industrial Bank in the form of periodic statements which detail trading transactions. The Account Owner further understands that he/she may receive a duplicate broker/dealer confirmation or a written notification of a particular mutual fund or other publicly-traded investment transaction at no additional cost.

ARBITRATION

The Account Owner hereby agrees that all claims and disputes of every type and matter between the Account Owner and Trust Industrial Bank, including but not limited to claims in contract, tort, common law claims or alleged statutory violations, shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association; when the total damages by all claimants in an Arbitration Demand exceed \$75,000 the proceedings and hearings in the case shall take place only in Denver,

Colorado; when the total damages by all claimants in an Arbitration Demand are \$75,000 or less, the arbitration proceedings and hearings in the case shall take place only in the city with a United States District Court nearest to the residence of one or more of the Account Owner(s). To the extent not preempted by federal law, Colorado law (including without limitation Colorado statutes governing arbitration proceedings) shall control during the arbitration. The Account Owner expressly waives any right he/she may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body, whether individually, representatively or in another capacity. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be confirmed in any court having jurisdiction over the parties. In an arbitration the parties are entitled to a fair hearing, but arbitration procedures are simpler and more limited than rules applicable in court. 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 arbitrator is strictly limited.

The Account Owner agrees to the Arbitration Statement above and to the Indemnification of Custodian contained in the plan documents. The indemnification obligation specifically applies to claims brought by the Custodian.

BILLING AND FEE COLLECTION

For its services to the Account, the Account Owner agrees that Trust Industrial Bank will charge the Account Owner according to the applicable fee schedule, the provisions of which are incorporated into these Additional Terms and Conditions. Trust Industrial Bank may make changes to the fee schedules upon 30 days' written notice to the Account Owner.

Additionally, Trust Industrial Bank is entitled to reimbursement by the Account Owner for all reasonable expenses and for expenses incurred by Trust Industrial Bank for any extraordinary services in the administration of the Account, including but not limited to fees for legal services rendered to Trust Industrial Bank. (However, Trust Industrial Bank will only pay expenses relating to the external administration of a specific investment held in the Account, such as property tax or association fees, from cash available in the Account and will not advance such expenses on behalf of the Account Owner if cash is unavailable.) Trust Industrial Bank may establish a reasonable reserve from the assets of the Account with which to pay its compensation or expenses of administration.

Trust Industrial Bank may deduct its fees and expenses from the cash available in the Account. If cash is not available and in the event fees are not paid or expenses reimbursed in a timely manner as indicated by the applicable invoice sent to the Account Owner, Trust Industrial Bank may liquidate plan investments and withdraw cash proceeds from the liquidation in order to satisfy any unpaid fees or expenses. Any such liquidation will be subject to a special service fee indicated on the fee schedule. Fees will continue to accrue and be payable even if the Account contains no assets from which Trust Industrial Bank can collect amounts owed by the Account Owner.

\$250 ACCOUNT VALUE MINIMUM REQUIREMENT

Accounts requesting a distribution or transfer must retain \$250 in cash or in an asset Trust Industrial Bank deems liquid in addition to the total amount due for invoiced fees. If the Account Owner's distribution/transfer request would leave the account with less than the required balance, the account may be automatically closed and the termination fee will apply.

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TRADITIONAL • ROTH • SEP • SIMPLE • COVERDELL ESA⁶ FEE SCHEDULE

Annual Administration Fee — \$60

- Fees are billed quarterly in arrears

IRA-5306 11/09JB

Investment Related Fees – Cafeteria-Style Structure			
Investment Type 1	Investment Type 2	Investment Type 3	Investment Type 4
Minimum Cash Balance N/A	Minimum Cash Balance N/A	Minimum Cash Balance \$1,000 ⁵	Minimum Cash Balance Trust Deeds/Mortgages - \$1,000 ⁵ Real Property - \$5,000 ⁵
Minimum Account Value Requirement N/A	Minimum Account Value Requirement N/A	Minimum Account Value Requirement \$100,000 ⁵	Minimum Account Value Requirement \$100,000 ⁵
Asset Types <ul style="list-style-type: none"> • Mutual Funds • Stocks/Bonds <i>(including Exchange Traded LPs, ADRs, LLCs, & publicly traded REITs)</i> • Money Markets • Rights • Warrants • Treasuries • Strips * Other Assets <i>(see reverse)</i> 	Asset Types <ul style="list-style-type: none"> • REITS <i>(non-exchange traded)</i> • Annuities • Managed Accounts¹ • Brokerage Accounts¹ • Certificate of Deposits • Mortgage Backed Securities * Other Assets <i>(see reverse)</i> 	Asset Types <ul style="list-style-type: none"> • Offshore Funds • Hedge Funds • Private Stock • Private Corporate Debt • Limited Partnership/ Limited Liability Company • Private REITs • Church Notes • Tax Liens • Foreign Securities * Other Assets <i>(see reverse)</i> 	Asset Types <ul style="list-style-type: none"> • Trust Deeds / Mortgages • Real Property
Transaction Fee \$10 ²	Transaction Fee \$15 ²	Transaction Fee \$50 ²	Transaction Fee \$125 ²
Maintenance Fee per asset, per year \$6 <i>Maintenance Fee will cap at 8 per year</i>	Maintenance Fee per asset, per year \$24 <i>Maintenance Fee will cap at 10 per year</i>	Maintenance Fee per asset, per year \$50 <i>Maintenance Fee will cap at 10 per year</i>	Maintenance Fee per asset, per year \$200 <i>Maintenance Fee will cap at 10 per year</i>
Other <ul style="list-style-type: none"> • Standing Purchase Order (SPO) and Standing Liquidation Order (SLO) FREE 	Other <ul style="list-style-type: none"> • Wire to Managed & Brokerage Accounts \$15 • SPO and SLO for Annuities FREE • SLO for Managed/ Brokerage Accounts FREE 	Other <ul style="list-style-type: none"> • Below Minimum Cash Balance⁵ \$50/quarter • Below Minimum Account Value Requirement⁵ \$50/quarter 	Other <ul style="list-style-type: none"> • Expense fee³ – checks or wires \$10 • Below Minimum Cash Balance⁵ \$50/quarter • Below Minimum Account Value Requirement⁵ \$50/quarter

Scheduled Cash Distributions

ACH	FREE
Checks	\$ 3 per issuance
Wires	\$10 per issuance

Partial Distributions

Via Check/ACH	\$ 10
Via Wire or Check via overnight delivery	\$ 25
Asset Reregistration	<i>(see column to the right)</i>

Full Distribution & Account Closure

\$100 plus Asset Reregistration	<i>(see column to the right)</i>
Via Check/ACH	\$ 10
Via Wire or Check via overnight delivery	\$ 25

Partial Transfer

\$50 Plus Asset Reregistration	<i>(see below)</i>
Via Check/ACH	\$ 10
Via Wire or Check via overnight delivery	\$ 25

Full Transfer & Account Closure

\$100 Plus Asset Reregistration	<i>(see below)</i>
Via Check/ACH	\$ 10
Via Wire or Check via overnight delivery	\$ 25

Asset Reregistration

Investment Type 1	\$10 per Asset Registration plus direct costs ⁴
Investment Type 2	\$15 per Asset Registration plus direct costs ⁴
Investment Type 3	\$50 per Asset Registration plus direct costs ⁴
Investment Type 4	\$75 per Asset Registration plus direct costs ⁴

(see page 14 for footnote definitions)

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

TRADITIONAL/ROTH/SEP/SIMPLE/COVERDELL ESA⁶ — IRA/ESA FEE SCHEDULE

Miscellaneous Fees

Cashiers Check	\$ 50
Fee for Falling Below Cash and/or Minimum Aggregate Account Value ⁵	\$ 50
Check Copy	\$ 25
Check (stop payment, returned check or ACH fee, recovery of funds)	\$ 50
Research/Special Services Fee (hourly fee)	\$ 50
Each Additional Statement	\$ 10
Late Fee	\$ 10

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FEE SCHEDULE DISCLOSURES

Billing and Collection of Fees:

- After account establishment, all fees will be invoiced quarterly at the end of each quarter, and fees are automatically deducted from your savings account if funds are available. All fees are due and payable 60 days from the date of invoicing. Annual Administration and Maintenance fees are billed quarterly in arrears. For example, your annual administration fee of \$60 will be billed \$15 quarterly. Transaction fees are billed at the full stated amount per quarter.
- If fees are not paid and cannot be deducted from available cash within 60 days from the date of billing, a \$10 late fee will be assessed and billed to the account. Trust Industrial Bank may liquidate assets from the account, without notice, for the sufficient amount to cover the fees due.
- Unfunded accounts and accounts with a zero value continue to incur administrative fees until the account is closed either by the Account Owner or by the Custodian upon resignation.
- Regardless of whether or not the fee has been collected, an invoice will be generated detailing the fees that the IRA incurred for the previous quarter.
- Trust Industrial Bank reserves the right to assess an additional fee for extraordinary services.

Fees Charged by Third Parties Related to Investments: Apart from fees charged by Trust Industrial Bank, there may be certain fees and charges connected with the investment instruments in your account. These fees may include: sales commissions, distribution fees, annual maintenance fees, investment management fees, set up fees, surrender or termination fees, and other types of fees.

- To find out what fees apply read the prospectus or contract which will describe the terms of the investment you chose.
- Refer to the plan document for a more detailed description of the administratively feasible investments and any restrictions that may apply.

Earnings: The method for computing and allocating quarterly earnings (interest, dividends, etc.) on your investments will vary with the nature of the issuer of the investment you choose. Please refer to the prospectus or contract of the investment sponsor(s) of your choice for the method(s) used for computing and allocating annual earnings.

* Other Assets	
Investment	Investment Type Fee
Trust Industrial Bank Certificates of Deposit	1
U.S. Savings Bonds E/EE	2
Promissory Note (unsecured Note to individuals)	3
Miscellaneous	3
Futures	3
Swiss Annuity	3
Insurance	3
Viaticals	3
Tangible Assets	3

Disclaimer – Although Trust Industrial Bank continues to administer this type of investment held in some client accounts, no new purchases of this investment type will be accepted or processed. However, fees will still be charged to clients based on the fee table above.

Footnote Definitions:

- (1) “Managed and Brokerage Accounts” – Accounts where we as the Custodian report only the total value of the account and not the detailed holdings or transactions.
- (2) “Transactions” referenced in the fee schedule include purchases, liquidations and exchanges.
- (3) “Expense Fee” – Fee that applies to all other additional expenses, and is not included in the buy/sell/exchange of the investment.
- (4) “Direct Cost” – Any fees charged to the Custodian by a third party to reregister assets. Some examples are: recording fees and transfer agent fees.
- (5) “Minimum Cash and Minimum Account Value Requirements and Fees” – We require that you maintain an average daily cash balance of \$1,000 (\$5,000 if your account holds real property) in your Trust Industrial Bank savings account at all times. Please keep in mind that distributions, trades, and deductions for quarterly fees will reduce your balance, and you are responsible for monitoring your balance. If your average daily savings account balance is below \$1,000 or \$5,000, whichever is applicable; your account will be charged a quarterly fee of \$50. For accounts opened after January 1, 2008, holding Investment Types 3 or 4, a minimum account value (MAV) of \$100,000 must be maintained, or a separate \$50 quarterly fee will be charged for each quarter that the MAV requirement is not met.
- (6) Investment types 3 and 4 are not available to ESA clients.



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INSTRUCTIONS — SIMPLE IRA

TRANSFER/ROLLOVER/CONVERSION/RECHARACTERIZATION REQUEST

1. SIMPLE IRA ACCOUNT OWNER INFORMATION

Please complete all information requested. If information does not match Trust Industrial Bank's records or is left blank, the form will be returned to you with an explanation regarding the discrepancy, or for completion.

2. RESIGNING TRUSTEE/CUSTODIAN INFORMATION

Please complete the information requested and provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.

3. TRANSFER TYPE

Please check the box that is applicable to the type of transfer you are requesting.

4. TRANSFER OPTIONS

Please read the following definitions and check the applicable option for your intended transaction.

- A. Transfer:** Describes the movement of assets directly between SIMPLE IRA Trustees/Custodians without distribution to the Account Owner, resulting in no tax forms being generated by either Trustee/Custodian.
- B. Inherited/Beneficiary SIMPLE IRA:** Describes the transfer of a SIMPLE IRA inherited by a non-spouse beneficiary that is transferring to an account in the name of the deceased for benefit of the named beneficiary. Trust Industrial Bank requires additional documentation and review before this type of account may be transferred. Please contact Trust Industrial Bank for more information.
- C. Spousal Assumption:** If you are the designated spouse beneficiary of the Account Owner, you may elect to transfer or assume your spouse's SIMPLE IRA account as your own SIMPLE IRA. SIMPLE IRA rules will apply as if the funds were originally contributed on your behalf (e.g., non-installment distributions taken prior to your reaching age 59½ will be subject to a 10% IRS penalty tax). If you do not already have an account with Trust Industrial Bank you will need to complete a SIMPLE IRA Application and return it with this completed form. You must include a certified copy of the deceased Account Owner's death certificate.
- D. Rollover:** Describes a cash and/or asset contribution to a SIMPLE IRA by an individual within sixty (60) days of receiving an eligible rollover distribution from another SIMPLE IRA. To make a rollover, the individual must have received an eligible distribution outright. The individual may roll over all or any part of the actual amount received.

SIMPLE IRAs may only receive other SIMPLE IRA funds. SIMPLE IRA funds cannot be commingled with funds from other plan types.

- E. Conversion:** Describes the movement of funds from a SIMPLE IRA to a Roth IRA by taxpayers with Adjusted Gross Income of \$100,000 or less (and not married and filing separately). Choosing this option, the Account Owner certifies that the conversion meets the requirements under law for a qualifying conversion contribution, and that he/she understands the tax consequences of the transaction. If applicable, both Trustees/Custodians must be informed of your desire to convert. Informing only one Trustee/Custodian may result in inaccurate reporting to the Internal Revenue Service. **A 25% penalty applies to conversions made within two years of the establishment of the SIMPLE IRA.**
- F. Recharacterization:** Describes the movement of funds that occurs when an individual corrects a prior conversion from a SIMPLE IRA (the Trust Industrial Bank IRA) to a Roth IRA, and later elects to transfer either all or a portion of the original contribution, plus net income attributable, to another IRA (the Second IRA), on or before the individual's tax return due date, plus extensions, for the year for which the Trust Industrial Bank IRA contribution was made. The recharacterization allows the individual to treat the prior conversion as if it had not been made. If applicable, both Trustees/Custodians must be informed of the Account Owner's desire to recharacterize. Informing only one Trustee/Custodian may result in inaccurate reporting to the Internal Revenue Service.

5. WITHHOLDING ELECTION

(applicable to Roth IRA Conversions only)

Even if you choose "NO" withholding, federal income tax must be withheld for this distribution if you have not provided a U.S. residence address (not a P.O. Box) in section 1 or if payment is made outside the U.S.

Notice of Withholding on Distributions or Withdrawals From IRAs

This notice is required to be furnished to you by IRS regulations each time an IRA distribution is requested.

The distributions you receive from your retirement plan are subject to federal income tax withholding. You are liable for payment of federal income tax on the taxable portion of your distribution regardless of whether you elect to have tax withheld. The amount withheld will be based on your entire distribution. If you have provided Trust Industrial Bank your residence address within the United States, you may elect not to have withholding apply. If you have not provided us with your residence address or if you have provided a residence address outside of the United States, withholding generally is required and you cannot elect out of withholding.

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

INSTRUCTIONS — SIMPLE IRA TRANSFER/ROLLOVER/CONVERSION/RECHARACTERIZATION

If you are eligible (as explained above), you may elect not to have withholding apply to your distribution by completing section 5.

If you elect not to have withholding apply to your distribution, or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. If you do not complete the withholding election in section 5 before the distribution is made from your account, federal income tax will be withheld from your distribution.

6. ASSET INSTRUCTIONS

To avoid delays in processing your request, this section must be completed in its entirety. All assets that are to be transferred must be listed individually in this section. Please attach copies of account statements from the resigning Trustee/Custodian reflecting the assets to be transferred. If you have physical certificates in your possession, you must send the actual certificates in negotiable form, to Trust Industrial Bank with this document.

7. AGE 70½ NOTICE

If you have attained age 70½ or older during the transfer year, you are required to take a minimum distribution. If you have not taken a minimum distribution from your prior Trustee/Custodian, please contact Trust Industrial Bank's Client Relations Department at 1-800-962-4238 for assistance. Please have the previous year-end value available for calculation.

8. DELIVERY OPTIONS

Select the method of delivery of this form, to your resigning Trustee/Custodian. If you select overnight mail delivery Trust Industrial Bank will charge, or deduct, the applicable fee from your Account.

9. ACCOUNT OWNER SIGNATURE

Your signature certifies that you have read the applicable section for the transaction you have chosen and understand and agree to all the terms hereunder. In the case of a transfer or direct rollover, the resigning Trustee/Custodian is authorized to send cash and/or assets to Trust Industrial Bank as specified. In addition, you certify that the assets requested to be rolled or converted into your SIMPLE IRA qualify as a valid rollover/conversion contribution as defined in the Plan documents, including the requirement that deposit of such contribution is being made within 60 days after receipt by you of the eligible distribution. You understand the tax consequences of your plan and/or your contribution and the implications that this rollover or conversion contribution has on the two-taxable-year restriction period for taking distributions from a SIMPLE IRA. You further understand that the resigning Trustee/Custodian may issue a tax form to you representing the distributed value of these assets and that you must treat the transaction as a rollover or conversion contribution on your income tax return. You also agree to hold Trust Industrial Bank harmless in any way should the rollover/conversion be ineligible or invalid, or if it creates any tax implication to you.

You certify that you are aware of any and all penalties incurred by your request (if applicable) including, but not limited to, premature liquidation of any certificate of deposit or insurance product involved in this SIMPLE IRA rollover/conversion/transfer/recharacterization.

Please make a copy of the completed form for your records.



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SIMPLE IRA

TRANSFER/ROLLOVER/CONVERSION/RECHARACTERIZATION REQUEST

GENERAL INSTRUCTIONS

This form is to be completed by an IRA Account Owner who wishes to make a transfer of all or a portion of his/her assets from an existing SIMPLE IRA plan to a Trust Industrial Bank IRA. Please refer to the "Instructions for SIMPLE IRA Transfer/Rollover/Conversion/Recharacterization Request" to complete this form.

1. IRA ACCOUNT OWNER INFORMATION

Account Owner Name _____

Mailing Address _____

City/State/ZIP _____

Trust Industrial Bank IRA Account Number _____

Date of Birth _____

Social Security Number _____

Business Telephone Number () _____

Home Telephone Number () _____

2. RESIGNING TRUSTEE/CUSTODIAN INFORMATION

Please provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.

Resigning Trustee/Custodian Name _____

This transfer may be faxed to my resigning Trustee/Custodian. **(must provide the following information)**

Contact Name _____

Contact Department _____

Fax Number () _____

Resigning Trustee/Custodian Account Number _____

Mailing Address _____

City/State/ZIP _____

Telephone Number () _____

Contact Name _____

3. TRANSFER TYPE *(account owner must check one)*

To the delivering firm:

I have amended my retirement plan or established a new plan, and request that you transfer or rollover all or a portion of the assets or securities in my account (as directed on this form) to the successor trustee/custodian named above. I understand that to the extent any assets in my account are not readily transferable, with or without penalties, such assets may not be transferred within the time frames required by New York Stock Exchange Rule 412 or similar rule of the National Association of Securities Dealers or other designated examining authority. Unless otherwise indicated in the instructions contained herein, I authorize you to sell any nontransferable proprietary money market fund assets that are part of my account and transfer the resulting cash credit balance to the successor trustee/custodian. I understand that you will contact me with respect to the disposition of any other assets in my securities account that are not transferable. I authorize you to deduct any outstanding fees due you from the credit balance in my account. If my account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due you, I authorize you to liquidate the assets in my account to the extent necessary to satisfy that obligation. If certificates or other instruments in my account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable the successor trustee/custodian to transfer them to its name (or its nominee name) for the purpose of sale, when and as directed by me. I understand that upon receiving a copy of this transfer instruction, you will cancel all open orders for my account on your books.

Partial transfer Complete transfer *(close my entire account)*

4. TRANSFER OPTIONS *(choose one)*

- SIMPLE IRA to Traditional IRA *(after 2 year waiting period or after 59½)*
- SIMPLE IRA to Roth IRA *(after 2 year waiting period or after 59½ as a conversion)*
- SIMPLE IRA to SIMPLE IRA *(only one rollover from or to another SIMPLE plan in a 365 day period; the same assets must be rolled over as distributed)*
- SIMPLE IRA to QUALIFIED PLAN [401(a), 403(a), (b)] *(after 2 year waiting period or after 59½)*

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE



SIMPLE IRA TRANSFER/ROLLOVER/CONVERSION/RECHARACTERIZATION REQUEST

5. WITHHOLDING ELECTION *(applicable to Roth Conversions only; choose one)*

Tax Withholding *(if no option is checked, we will withhold 10%)*

- DO NOT withhold federal income taxes. Withhold federal income tax. Please withhold _____% *(must be at least 10%)* or \$_____.

(IRA-5278 11/08)

6. LIST ALL ASSETS TO BE TRANSFERRED

Use additional paper if needed. Please provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.

A. Cash/Money Market	Specify "ALL" or \$ Amount	Account Number

B. Mutual Funds	# of shares or "ALL"	Sell	or	Transfer In Kind	Account Number
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	

C. Annuities	Value	Surrender	or	Change of Ownership	Contract (Policy Number)
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	

D. Limited Partnerships and REITs	# of units or "ALL"	Sell	or	Transfer In Kind	Account Number
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	

E. Stocks or Bonds	# of shares or "ALL"	Sell	or	Transfer In Kind	Account Number
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	

F. Other Assets	# of shares or "ALL"	Sell	or	Transfer In Kind	Account Number
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	
		<input type="checkbox"/>	or	<input type="checkbox"/>	

SIMPLE IRA TRANSFER/ROLLOVER/CONVERSION/RECHARACTERIZATION REQUEST

7. AGE 70½ NOTICE

If you are subject to required minimum distributions (generally if you have attained age 70½ during the transfer year) and have not taken a minimum distribution from your prior Trustee/Custodian, please contact us for assistance regarding the calculation of your required amount. Please have the previous year-end value available.

8. ACCOUNT OWNER'S SIGNATURE REQUIRED

I certify that I have read the applicable section for the transaction I have chosen, understand and agree to all the terms.

In the case of a transfer or direct rollover, the current Trustee/Custodian is authorized to send cash and/or assets to Trust Industrial Bank as specified.

For the transfer of an inherited IRA, I certify that I am the sole beneficiary of the assets requested and agree to hold Trust Industrial Bank harmless in the event that any other beneficiary makes a claim against this account.

In the case of a rollover, I understand it is my sole responsibility to determine the validity of any rollover contribution and to initiate and make such rollover deposit; and I irrevocably elect to roll over the assets in this transaction.

I hereby agree to indemnify and hold harmless Trust Industrial Bank and its officers, directors, shareholders, agents and employees, for any and all costs, obligations, losses, claims, damages and expenses (including reasonable attorneys' fees) related to or associated with this agreement. **I acknowledge the minimum cash and aggregated account value requirements applicable to Investment Types 3 and 4, as stated on the IRA Fee Schedule. If both requirements are not met, I understand additional fees may apply.**

Account Owner Signature

X

Date

Note: Medallion Signature Guarantee Stamp Here if the Resigning Trustee or Custodian requires.

[MEDALLION GUARANTEE STAMP HERE]

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

9. ACCEPTANCE BY TRUST INDUSTRIAL BANK

(to be completed by Trust Industrial Bank)

Trust Industrial Bank hereby accepts the appointment as Custodian of the assets listed. This acceptance is not to be construed as validation of any rollover or direct rollover contribution, if any. Trust Industrial Bank is exempt from backup withholding described in Section 3406(a) (1)(c) of the Internal Revenue Code.

Trust Industrial Bank Acceptance Signature

X

Title

Date

[MEDALLION GUARANTEE STAMP HERE]

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

DELIVERY INSTRUCTIONS

Trust Industrial Bank Tax Identification Number 26-1356253

Register Physical Securities, Non-Networked Eligible Mutual Funds and Limited Partnerships:

NTC & Co.
FBO (client name), IRA Number
P.O. Box 173859
Denver, CO 80217-3859

Register Networked Eligible Mutual Funds to:

NTC & Co.
FBO (client name), IRA Number
P.O. Box 173859
Denver, CO 80217-3859

Matrix Settlement and Clearance Services NSCC # 5954

Make checks payable to:

Trust Industrial Bank
FBO (client's name), IRA Number
P.O. Box 173859
Denver, CO 80217-3859

Overnight Delivery Address:

Trust Industrial Bank
FBO (client's name)
717 17th Street, Suite 2200
Denver, CO 80202-3308

Incoming ACH Instructions:

JPMorgan Chase
ABA# 102001017
To: Trust Industrial Bank
Acct# 634341224
FFC Trust Industrial Bank account number

Wiring Instructions for Cash:

JPMorgan Chase
ABA# 021000021
For Credit to: Trust Industrial Bank
A/C # 634341224
For Further Credit to: Client's Full Name
A/C # (Client's Trust Industrial Bank Account Number)

DTC Eligible Securities:

DTC #5998
Agent ID #94099
Institutional ID #94099
FBO: Client Name and Trust Industrial Bank Account Number

Book-entry Government Securities (including GNMA pool deliveries)

VIA Federal wire as follows:

FIFTH THIRD BANK
ABA #042000314/Fifth Cin/1050
FFC A/C#: 010034438545
A/C Name: Trust Industrial Bank
FBO: Client's name & Trust Industrial Bank Account Number

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**SIMPLE Individual Retirement Custodial Account
(Under Section 408(p) of the Internal Revenue Code)**

DO NOT File
with the Internal
Revenue Service

Name of Participant	Date of Birth of Participant	Social Security number
Address of Participant		Check if Transfer SIMPLE IRA <input type="checkbox"/> Check if Amendment <input type="checkbox"/>
Name of Custodian Trust Industrial Bank	Address or Principal Place of Business of Custodian 717 17th Street, Suite 2200, Denver, CO 80202-3308	

SIMPLE IRA — Custodial Account Agreement

The participant named above is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named above has given the participant the disclosure statement required by Regulations section 1.408-6. The participant and the custodian make the following agreement:

ARTICLE I

The custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the custodian.

ARTICLE II

The participant's interest in the balance in the custodial account is nonforfeitable.

ARTICLE III

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

ARTICLE IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:

- (a) A single sum or
 - (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
- (a) If the participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - (ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.
 - (b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
 - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with

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SIMPLE IRA CUSTODIAL ACCOUNT AGREEMENT

(a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

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

4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The participant agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related regulations will be invalid.

ARTICLE VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signature appears on the SIMPLE IRA Adoption Agreement.

ARTICLE VIII - DEFINITIONS

The following words and phrases, when used herein, shall have the following meanings, unless a different meaning is required by the context:

8.1 Account means the account which the Custodian shall maintain for the Participant under the Plan.

8.2 Beneficiary means any first generation Beneficiary, any second generation Beneficiary and any next generation Beneficiary. See Article XI.

(a) First Generation Beneficiary means the person or persons designated in writing by the Participant or by the Plan, who is entitled to, or may become entitled to, receive benefits under the Plan upon the Participant's death.

(b) Second Generation Beneficiary means the person or persons designated in writing by the first generation Beneficiary or by the Plan, who is entitled to, or may become entitled to, receive benefits under the Plan upon the death of the first generation Beneficiary.

(c) Next Generation Beneficiary means the person or persons designated in writing by the second generation Beneficiary, by any prior next Beneficiary, or by the Plan, who is entitled to, or may become entitled to, receive benefits under the Plan upon the death of the second generation Beneficiary or a prior next generation Beneficiary.

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

8.4 Participant means the participant is the person who establishes the custodial account.

8.5 Custodian means 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.

8.6 Throughout this Custodial Account Agreement the masculine gender shall include the feminine, and the singular shall include the plural, as the context requires.

ARTICLE IX - PARTICIPANTS' ACCOUNTS

The Custodian shall establish and maintain a separate Account in the name of the Participant and credit the Participant's contributions to that Account. The interest of any Participant in the balance of his Account is at all times 100% nonforfeitable. Neither a Participant nor a Beneficiary shall assign or alienate any portion of the Participant's Account or any benefit provided under the Plan, and the Custodian shall not recognize any such assignment or alienation.

ARTICLE X – DISTRIBUTION OF ACCOUNT**10.1 Minimum Required Distribution – General Rules**

- (a) Notwithstanding any provision of the SIMPLE IRA Custodial Account Agreement to the contrary, the distribution of a Participant's Account shall be made in accordance with the minimum distribution requirements of Code Section 408(a)(6) and the applicable regulations thereunder, the provisions of which are incorporated herein by reference. However, if distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Treas. Reg. Section 1.401(a)(9)6T, rather than this Article X.
- (b) The required minimum distributions calculated for this Plan may be withdrawn from another IRA of the individual in accordance with Treasury Regulation Section 1.408-8(Q&A-9).

10.2 Required Distribution – Before Death

- (a) A Participant's entire Account must be distributed or distribution must commence on or before the Required Beginning Date. The Required Beginning Date is April 1 of the calendar year immediately following the calendar year in which the Participant attains age 70½. The required minimum distribution for the year in which the Participant attains age 70½ must be made by April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
- (b) To satisfy the minimum required distribution rules, the Participant, in such form and at such time as may be acceptable to the Custodian, may elect to have the balance in his Account distributed:
- (1) In a single sum payment; or
 - (2) In periodic payments over the appropriate distribution period.
- (c) The amount to be distributed each year, beginning with the calendar year in which the Participant attains age 70½ and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Participant's Account as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Treasury Regulation Section 1.401(a)(9)-9(Q&A-2), using the Participant's age as of his birthday in the distribution year. However, if the Participant's sole designated Beneficiary is the Participant's surviving spouse and such spouse is more than 10 years younger than the individual, then the amount to be distributed shall not be less than the quotient obtained by dividing the value of the Participant's Account as of the end of the preceding year by the longer of the distribution period in the Uniform Lifetime Table in Treasury Regulation Section 1.401(a)(9)-9 (Q&A-2), using the Participant's age as of his birthday in the year, or the distribution period in the Joint and Last Survivor Table in Treasury Regulation Section 1.401(a)(9)-9(Q&A-3), using the ages as of the Participant's and spouse's birthdays in the year.
- (d) If no such election is made by the Participant, an election shall be deemed to have been made by the Participant for periodic payments over the distribution period in the Uniform Lifetime Table in Treasury Regulation Section 1.401(a)(9)-9 (Q&A-2), using the Participant's age as of his birthday in the

year. Notwithstanding the above, if the Participant informs the Custodian in writing on a form acceptable to the Custodian that distribution to such Participant under this Section for any calendar year is to equal an amount less than is payable under an election or deemed election, if applicable, the Custodian shall comply with the Participant's request. The Participant shall be responsible for computing the amount and form of the distribution required to be paid to him each year from his Account, for determining the date by which the amount shall be paid, and for timely providing this information to the Custodian in writing in a form acceptable to the Custodian. In the event such information is not provided, the Custodian may assume the Participant's minimum distribution requirement for this Account has been satisfied by distribution from another IRA.

- (e) Even though distribution of the Account may have commenced pursuant to one of the above options, the Participant may receive a distribution of all or any portion of the balance in his Account upon written notice in a form acceptable to the Custodian.
- (f) Distributions under this Section are considered to have begun on the Participant's Required Beginning Date. If the Participant dies prior to the Required Beginning Date, distributions will not be considered to have begun under this Section.

10.3 Required Distribution – Upon Death

- (a) **Death On or After Required Beginning Date:** If the Participant dies on or after the Required Beginning Date, the remaining portion of the Participant's Account shall be distributed to the Participant's first generation Beneficiary at least as rapidly as under paragraph (a)(1), (a)(2) or (a)(3):
- (1) If the designated first generation Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the designated first generation Beneficiary, with such life expectancy determined using the first generation Beneficiary's age as of his birthday in the year following the year of the Participant's death, or over the period described in paragraph (a)(3) below if longer.
 - (2) If the Participant's sole designated first generation Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (a)(3) if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of the spouse's birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (a)(3) below, over such period.
 - (3) If there is no designated first generation Beneficiary or if this paragraph (a)(3) is applicable under paragraph (a)(1) or (a)(2) above, the remaining interest will be distributed over the Participant's remaining life expectancy determined in the year of the Participant's death.
 - (4) The amount to be distributed each year under this Section 10.3(a), beginning with the calendar year following the calendar year of the Participant's death, is the quotient obtained by dividing the value of the Participant's Account as of the end of the preceding year by the remaining life expectancy specified above. Life expectancy is determined using the Single Life Table in Treasury Regulation

SIMPLE IRA CUSTODIAL ACCOUNT AGREEMENT

Section 1.401(a)(9)-9(Q&A-1). If distributions are being made to a surviving spouse as the sole designated first generation Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the first generation Beneficiary's or Participant's age in the year as specified in paragraph (a)(1), (a)(2) or (a)(3) above, and reduced by one for each subsequent calendar year.

(b) **Death Before Required Beginning Date:** If the Participant dies before the Required Beginning Date, the Participant's Account will be distributed at least as rapidly as under paragraph (b)(1), (b)(2) or (b)(3):

- (1) If the designated first generation Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated first generation Beneficiary, with such life expectancy determined using the first generation Beneficiary's age as of his birthday in the year following the year of the Participant's death, or, if elected, over the period described in paragraph (b)(3) below.
- (2) If the Participant's sole designated first generation Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later) over such spouse's life or, if elected, over the period described in paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin to the surviving spouse, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the second generation Beneficiary's remaining life expectancy determined using such second generation Beneficiary's age as of his birthday in the year following the year of the spouse's death, or, if elected, will be distributed over the period described in paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of the spouse's birthday in the year of the spouse's death.
- (3) If there is no designated first generation Beneficiary or if this paragraph (b)(3) is applicable under paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
- (4) The amount to be distributed each year under this Section 10.3(b) is the quotient obtained by dividing the value of the Participant's Account as of the end of the preceding year by the remaining life expectancy specified above. Life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9(Q&A-1). If distributions are being made to a surviving spouse as the sole designated first generation Beneficiary, such spouse's

remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the first generation Beneficiary's age in the year as specified in paragraph (b)(1) or (b)(2) above, and reduced by one for each subsequent calendar year.

- (c) The value of the Account includes the amount of any outstanding rollover, transfer and recharacterization under Treasury Regulation Section 1.401-8(Q&A-7) and (Q&A-8).
- (d) Notwithstanding the above, if any first generation Beneficiary or (after the death of the first generation Beneficiary) the second generation Beneficiary informs the Custodian in writing on a form acceptable to the Custodian that distribution to such first generation Beneficiary or second generation Beneficiary under this Section for any calendar year is equal to an amount less than the minimum required above, the Custodian shall comply with the first generation Beneficiary's or second generation Beneficiary's request. The first generation Beneficiary or (after the death of the first generation Beneficiary) the second generation Beneficiary shall be responsible for computing the amount and form of the distribution required to be paid to him each year from the Account, the date by which the amount should be paid, and for timely providing this information to the Custodian in writing in a form acceptable to the Custodian. In the event such information is not provided, the Custodian may assume the Beneficiary's minimum distribution requirement for this Account has been satisfied by distribution from another IRA.
- (e) The Participant's designated first generation Beneficiary, for purposes of determining the minimum required distributions under Code Section 408(a)(6), will be an individual (or will be considered an individual under a qualifying Custodial Account as determined under Treasury Regulation Section 1.401(a)(9)-4(Q&A-5)) determined as of September 30 of the calendar year following the calendar year of the Participant's death, provided that no person may be added as a designated first generation Beneficiary after the Participant's date of death who was not designated as a first generation Beneficiary under the Account or by the Participant as of the date of the Participant's death. If the sole designated first generation Beneficiary is the surviving spouse of the Participant, the surviving spouse's designated second generation Beneficiary will be determined as of September 30 of the calendar year following the calendar year of the surviving spouse's death. In addition, if a designated first generation Beneficiary dies between the date of the Participant's death and September 30 of the following calendar year, that designated first generation Beneficiary will be treated as the designated first generation Beneficiary for purposes of determining the minimum required distribution period. If a person other than an individual or a qualifying trust is designated as a first generation Beneficiary, the Participant will be treated as having no designated first generation Beneficiary for purposes of calculating minimum required distributions.
- (f) A surviving spouse will be treated as the sole designated first generation Beneficiary if the surviving spouse is the sole first generation Beneficiary at all times during the distribution year.

10.4 Transfer of Account Because of Divorce

Notwithstanding Article IX, in the event the Participant and the Participant's spouse obtain a separation instrument, a final decree

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of divorce or dissolution of their marriage, the Participant may direct the Custodian in accordance with the Custodian's procedures and using a form acceptable to the Custodian to transfer the appropriate portion of the assets in the Participant's Account to the Participant's former spouse's SIMPLE IRA, provided the transfer is in accordance with the final decree of divorce, separation or the dissolution of marriage. It will be the Participant's responsibility, and not the Custodian's, to ensure that the transfer instructions are in accordance with the terms of the decree of divorce, separation or dissolution of marriage.

10.5 Separate Subaccounts for Beneficiaries

If more than one individual is designated as a first generation Beneficiary, separate subaccounts may be established by each such first generation Beneficiary reflecting the first generation Beneficiary's interest in the Account determined as of the Participants date of death (adjusted for any post-death contributions, distributions, gains or losses). If a first generation Beneficiary desires to use his or her own life expectancy to calculate required distributions, the separate account must be established by the last day of the calendar year following the calendar year of the Participant's death, as provided in Treasury Regulation Section 1.401(a)(9)-8(Q&A-2). In the event of the death of a first generation Beneficiary, separate subaccounts may be established by one or more second generation Beneficiaries and, where applicable, by any next generation Beneficiaries. However, the account assets must be distributed to second generation or next generation Beneficiaries over a period not to exceed the remaining life expectancy of the applicable first generation Beneficiary.

ARTICLE XI – PARTICIPANT ADMINISTRATIVE PROVISIONS

11.1 Beneficiary Designation

- (a) The Participant may from time to time designate, in writing, any person or persons (including a trust), contingently or successively, to whom the Custodian shall pay the Participant's Account on event of the Participant's death. The Custodian shall prescribe the form for the written designation of Beneficiary and, upon receipt of the completed form by the Custodian, it shall become effective on that date and shall revoke, in their entirety, all designations filed prior to that date by the Participant. The Participant's Beneficiary designation on record with the Custodian as of the date of the Participant's death shall be considered the effective designation.
- (b) Upon the death of the Participant, the Participant's Account will be distributed to the Primary first generation Beneficiary designated by the Participant and alive on the date of the Participant's death, in accordance with Article X. If any Primary first generation Beneficiary survives the Participant, then all Contingent first generation Beneficiaries named by the Participant shall be disregarded and shall not be entitled to any payment from the Account. If all of the Primary first generation Beneficiaries die before the Participant, then the Participant's Account will be distributed to the Contingent first generation Beneficiary. If more than one first generation Beneficiary has been named in either the Primary or Contingent class of first generation Beneficiaries, then any death benefits payable to such class shall be paid pro rata to the first generation Beneficiaries within the class alive at the Participant's death unless the Participant specified otherwise at the time such Beneficiaries were named.

- (c) Any first generation Beneficiary may from time to time (but only after the death of the Participant) designate, in writing, any person or persons (including a trust), contingently or successively, to whom the Custodian shall pay the first generation Beneficiary's share of the remaining Participant's Account in the event of the first generation Beneficiary's death after the death of the Participant. The Custodian shall prescribe the form for the written designation of Beneficiary and, upon receipt of the completed form by the Custodian, it shall become effective on that date and shall revoke in their entirety, all designations filed prior to that date by the first generation Beneficiary. The Beneficiary designation on record with the Custodian as of the date of the first generation Beneficiary's death shall be considered the effective designation.
- (d) Any second generation Beneficiary may from time to time (but only after the death of the first generation Beneficiary who designated the second generation Beneficiary) designate, in writing, any person or persons (including a trust), contingently or successively, to whom the Custodian shall pay the second generation Beneficiary's share of the remaining Participant's Account in the event of the second generation Beneficiary's death.
- (e) Any next generation Beneficiary may from time to time (but only after the death of the second generation Beneficiary who designated the next generation Beneficiary) designate, in writing, any person or persons (including a trust), contingently or successively, to whom the Custodian shall pay the next generation Beneficiary's share of the remaining Participant's Account in the event of the next generation Beneficiary's death.
- (f) Any designation by any second generation Beneficiary or next generation Beneficiary under Section 11.1(d) or (e) above may be made only after the death of the first generation Beneficiary or second generation Beneficiary, respectively. The Custodians shall prescribe the form for the written designation of Beneficiary and upon receipt of the completed form by the Custodian, it shall become effective on that date and shall revoke, in their entirety, all designations filed prior to that date by such person. The Beneficiary designation on record with the Custodian as of the date of any Beneficiary's death shall be considered the effective designation.

11.2 No Beneficiary Designation

- (a) If a Participant fails to designate any Beneficiary in accordance with this Article XI, upon the death of the Participant, the Participant's primary first generation Beneficiary shall be deemed to be the Participant's spouse (if legally married to the Participant on the date of death) or, if there is no such spouse, the estate of the Participant. A deemed first generation Beneficiary under this Section 11.2 will be treated as a "designated first generation Beneficiary" for purposes of determining the minimum required distributions for the Account.
- (b) If any first generation Beneficiary fails to designate a second generation Beneficiary in accordance with this Article XI, upon the death of the first generation Beneficiary after the death of the Participant, the second generation Beneficiary for such first generation Beneficiary's remaining interest in the Account shall be deemed to be the first generation Beneficiary's spouse (if legally married to the first generation Beneficiary on the date of death) or, if there is no such spouse, the estate of the first generation Beneficiary.

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- (c) If any second generation Beneficiary fails to designate a next generation Beneficiary in accordance with this Article XI, upon the death of the second generation Beneficiary, the next generation Beneficiary for such second generation Beneficiary's remaining interest in the Account shall be deemed to be the second generation Beneficiary's spouse (if legally married to the second generation Beneficiary on the date of death) or, if there is no such spouse, the estate of the second generation Beneficiary.
- (d) If any next generation Beneficiary fails to designate his or her own next generation Beneficiary, the next generation Beneficiary for such first next generation Beneficiary's remaining interest in the Account shall be deemed to be the first next generation Beneficiary's spouse (if legally married to the first next generation Beneficiary on the date of death) or, if there is no such spouse, the estate of the first next generation Beneficiary.

11.3 Treatment of SIMPLE IRA as SIMPLE IRA of Surviving Spouse

If the Participant's surviving spouse is the sole designated Beneficiary, after the death of the Participant, the spouse may elect to treat the Account as the SIMPLE IRA of the surviving spouse. This election will be made upon written notice to the Custodian, using a form acceptable to the Custodian, and may be made at any time after the Participant's death. In such event, the assets of the deceased Participant's Account will be moved to a SIMPLE IRA in the name of the surviving spouse, rather than the surviving spouse maintaining an interest in the deceased Participant's Account as a first generation Beneficiary, and the distribution provisions of Article X will not apply. Alternatively, this election will be deemed to have been made if the surviving spouse makes a contribution to the Account of the deceased participant or fails to take minimum required distributions as a first generation Beneficiary.

11.4 Participant Information

The Participant, or if the Participant is deceased, the Beneficiary, shall furnish the Custodian whatever information is necessary for the Custodian to prepare any report required under Code Section 408(i) and the Treasury Regulations issued under that Code Section. The Custodian may assume the truth of any statement made by the Participant/Beneficiary under the provisions of the IRA Application and any other information provided by the Participant/Beneficiary. The Custodian shall be under no duty of inquiry with respect to any statement made by the Participant/Beneficiary and shall have no liability with respect to any action taken in reliance upon any such statement. Any notice from the Custodian to any person provided for in this Plan shall be effective if sent by first class mail to such person at the person's last known address.

ARTICLE XII – INVESTMENT OF CUSTODIAL ACCOUNT/ PARTICIPANT AND CUSTODIAN POWERS

12.1 Investment Responsibility

For purposes of this Plan and any applicable statutory rules, the Participant or his authorized agent is a fiduciary within the meaning of Code Section 4975(e)(3) with respect to the Participant's Account and the assets in his Account. The Custodian acts in a nondiscretionary custodian capacity and does not act as a fiduciary with respect to the appointment of a Financial Representative or the selection and retention of Plan investments. Subject to the Terms and Conditions of Appointment of Financial Representative, the

Participant has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Account. The Participant accepts full and sole responsibility for the success or failure of any investment decision or selection made and for an investment's suitability to be held in Participant's account. The Participant also accepts full responsibility for instituting or defending against any action related to the protection of any investment interest. Upon the death of the Participant, each Beneficiary assumes all rights, responsibilities and liabilities for investment of the Account that is passed to that Beneficiary. Throughout this Article XII, whenever "Participant" is used, "Beneficiary" shall be substituted, as appropriate, if the Participant has died.

12.2 Custodian Limitation on Liability

The Custodian acts in a nondiscretionary custodian capacity and has no fiduciary capacity or authority with respect to any matter involving the Plan or the Plan assets, including but not limited to 1) the appointment and retention of the Financial Representative; 2) the selection and retention of Plan investments; and 3) the selection of Plan assets in order to make distributions from the Plan whether in cash or in kind. The Custodian shall not be liable for the acts or omissions of the Participant or his agent or of the sponsor of any investment. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Participant or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to a Participant and shall not have any duty to question the Participant's or his authorized agent's directions regarding the purchase, retention or sale of any asset or appointment of agent. The Custodian shall not incur any liability by reason of any action taken or not taken by the Participant or his authorized agent resulting from the Custodian transmitting or not transmitting to the Participant or his authorized agent any information of any kind and from wherever derived concerning the authorized agent or concerning any investment. The Custodian shall not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or not performed by the former custodian of any plan which has transferred all or any portion of its assets to the Custodian of this Account.

12.3 Custodian's Interim Responsibility

The Participant or the Participant's authorized agent shall direct the Custodian with regard to the investment of any cash in the Account. Such direction shall include the authority to invest all cash not otherwise earmarked in the cash investment option selected by the Participant in the IRA Application, which may include a savings instrument of the Custodian or its affiliates.

12.4 Custodian's Right Not to Follow Investment Directions

The Account shall not be invested in life insurance contracts, nor in collectibles (within the meaning of Code Section 408(m), except as permitted by Code Section 408(m)(3)). In addition, margin transactions and writing uncovered calls or puts are not permitted. Certain investments or classes of investments may pose administrative burdens to the Plan or Custodian, and therefore, the Custodian also reserves the right not to process or accept such investments. The decision not to act on investment directions that the Custodian deems burdensome for administrative reasons should in no way be construed as a fiduciary decision or a determination concerning the prudence or advisability of investing in the asset.

SIMPLE IRA CUSTODIAL ACCOUNT AGREEMENT

12.5 Investment of Custodial Account

The Custodian, as custodian of the Account assets entrusted to it under the Plan, shall not commingle the Account with any other property it holds except in a common trust fund or common investment fund. Subject to the rules imposed by the Custodian, and subject to investment or other directions given by the Participant or the Participant's authorized agent, the Custodian is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

- (a) To hold or invest any part or all of the Account in any asset permissible under law as an investment for an individual retirement account;
- (b) To manage, sell, contract to sell, grant options to purchase, convey, petition, divide, subdivide, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Account and otherwise deal with all property, real or personal, in such manner for such considerations and on such terms and conditions as are in accordance with the written direction the Custodian receives;
- (c) To borrow money, to lend money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;
- (d) To have with respect to the Account all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations and to exercise or sell stock subscriptions or conversion rights, provided the exercise of such powers is in accordance with and at the written direction of the Participant;
- (e) To retain in cash so much of the Account as the Participant or his authorized agent directs, or as provided under 12.3, pending other instructions from the Participant or his authorized agent, and to deposit such cash held in the Account in a savings instrument at a reasonable rate of interest, including specific authority to invest in an individual savings account, an individual certificate of deposit, a money market account or in other savings instruments of the Custodian or its affiliates as defined in Code Section 1504;
- (f) To transfer all or any part of the Account funds from one type of savings instrument offered by the Custodian or its affiliates to another type of savings instrument offered by the Custodian or its affiliates, to the extent permitted by the applicable governmental regulations and the procedures of the Custodian; and
- (g) To purchase and to hold annuity contracts and exercise all rights of ownership of the contracts.

12.6 Custodian's Powers

Subject to the investment directions of the Participant or the Participant's authorized agent, the Custodian shall have the power or duty:

- (a) To hold any securities or other property in the Account in the name of the Custodian or its nominee, or in another form as it may deem best, with or without disclosing the Custodial relationship;
- (b) To retain any funds or property subject to any dispute without liability for the payment of interest and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication, and to pay from the

Account all reasonable expenses and attorneys' fees which may be necessarily incurred by the Custodian with respect to the foregoing matter;

- (c) To charge against and pay from the Account all taxes of any nature levied, assessed or imposed upon the Custodial Account, and to pay all reasonable expenses and attorney's fees which may be necessarily incurred by the Custodian with respect to the foregoing matter;
- (d) To file any tax or information return required of the Custodian, and to pay any tax, interest or penalty associated with any such tax return;
- (e) To act pursuant to written blanket settlement authorization given by the Participant on transactions executed by his designated agent. The Custodian is authorized to honor all trade confirmations received from such agent;
- (f) To furnish or cause to be furnished to the Participant an annual calendar year report concerning the status of the Account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue, including a statement of the assets of the Account held at the end of the calendar year;
- (g) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except that the Custodian shall not be obliged or required to do so;
- (h) To return any third party funds that can be shown to Custodian's satisfaction to have been sent in error or deposited to Participant account in error; and
- (i) To amend this Custodial Account Agreement consistent with provisions of applicable law. Notwithstanding the provisions of Article VII, the Participant irrevocably delegates to the Custodian the power to amend this Custodial Agreement without any prior consent of the Participant upon 30 days prior written notice to the Participant setting forth such amendment. If the Custodian does request the consent of the Participant for an amendment to this Custodial Account Agreement, the Participant will be deemed to have consented to such amendment unless the Participant responds in writing within 30 days of the mailing of such request, indicating their refusal to consent.

12.7 Prohibited Transactions

Neither the Participant nor his Beneficiary shall borrow any money from the Account, nor shall such parties pledge any part of the Account as security for a loan. Furthermore, neither the Participant nor the Custodian nor any other party shall engage, either directly or indirectly, in any prohibited transaction within the meaning of Code Section 4975 with respect to any portion of the Participant's Account.

12.8 Delegation of Custodian Powers

The Custodian may designate or employ any person or persons to carry out any powers or responsibilities of the Custodian.

12.9 Separate Accounting for Subaccounts

To the extent that one or more subaccounts are established by the Custodian under the Account as directed by the Beneficiary, any investment income or losses on the assets in each subaccount will be allocated directly to such subaccount (subaccount income/losses will not be allocated to different subaccounts).

ARTICLE XIII – FEES AND EXPENSES OF THE CUSTODIAN

The Participant shall be charged by the Custodian for its services under this Plan in accordance with the Custodian's current fee schedule applicable to the Plan. The Custodian may receive a service fee from a depository bank, mutual fund or other investment sponsor for necessary administrative services that the Custodian performs incident to the establishment and maintenance of records for any account and the Participant acknowledges and agrees to the Custodian's receipt of such amounts. If the Participant dies before distribution of his entire Account, the Beneficiary shall assume responsibility for all fees and expenses associated with this Account, and shall be covered by this Article XIII as if the Beneficiary was the Participant.

ARTICLE XIV – TERMINATION

14.1 Termination by Participant

The Participant shall have the right, at any time, to terminate the Custodial Account created under this agreement. The Account shall terminate upon the first to occur of the following:

- (a) The date determined by the Participant's written notice given to the Custodian at least 60 days prior to termination;
- (b) Upon the written request of the Participant to terminate the Account after the Custodian has distributed all assets in the Participant's Account; or
- (c) On the date the Participant's Account ceases to be (1) an individual retirement account within the meaning of Code Section 408(a), or (2) a SIMPLE IRA within the meaning of Code Section 408(p).

As soon as administratively practicable after this date, the Custodian shall distribute all of the assets in the Account in single sum payment to the Participant. The Account will not be considered terminated if the Custodian has not authorized the removal of assets from the Account.

14.2 Resignation or Removal of Custodian

The Custodian may resign at any time with or without cause upon written notice to the Participant. Resignation will take effect 30 days after the date the notice is sent, unless a successor custodian is duly appointed before that date. The Custodian may be removed at any time with or without cause by the Participant on 60 days' written notice to the Custodian. Such effective date may be changed upon written mutual agreement. To be effective, the Participant's notice of removal of the Custodian must include notice of the appointment of a successor custodian and a written acceptance of such appointment by the successor custodian. If by the effective date of either the Custodian's resignation or removal or such longer time as the Custodian may agree to, the Participant has not appointed a successor custodian which has duly accepted such appointment, the Custodian shall terminate the Account which shall be effective by distributing all assets in the Participant's Account in a single sum in cash or in kind to the Participant, subject to the Custodian's right to reserve funds as provided below. Upon the resignation or removal of the Custodian, the Custodian shall be entitled to deduct from the Account such reasonable amount as it deems necessary to provide for expenses in the settlement of its account, the amount of compensation due to it,

and any taxes or other sums chargeable against the Account for which it may be liable. If the Account is not sufficient for such purposes, the Custodian shall have the right to a settlement of its account, which, at the option of the Custodian, may be by judicial settlement in an action the Custodian institutes in a court of competent jurisdiction; or by a settlement agreement between the Custodian and the Participant (or Beneficiary if the Participant has died). Upon settlement under this Section 14.2, all right, title and interest of the Custodian in the assets of the Account shall vest in the successor custodian. At that time, all future liability of the Custodian shall terminate under the Account; provided, however, the Custodian shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title and interest in the assets of the Account, to the successor custodian.

ARTICLE XV – SUCCESSOR CUSTODIAN

In the event the Custodian merges, reorganizes, is acquired or changes its name, the surviving entity will become the custodian of the SIMPLE IRA provided that it is authorized to serve in that capacity pursuant to the Code.

ARTICLE XVI – MISCELLANEOUS

16.1 No Responsibility for Participant Action

The Custodian shall not have any obligation or responsibility with respect to any act of, or failure to act, on the part of a Participant or his duly authorized agent, or, if the Participant is deceased, on the part of the Beneficiary or his duly authorized agent. The Custodian is not required to determine the correctness of the amount of any Participant contribution, or is required to determine whether a Participant's rollover contribution satisfies the definition of Qualified Rollover Contribution. The Custodian or the Participant or the Beneficiary may waive any notice required to be received by it under this Account and, in the case of any written notice or election required under this Account, the Custodian may accept such notice or election in any form (including electronically) approved by the Custodian for such notice or election.

16.2 Account Not Guaranteed

The Custodian does not in any way guarantee the Account from loss or depreciation. The liability of the Custodian to make any payment from the Account at any time and all times is limited to the then available assets of the Account.

16.3 Controlling Provisions

Any provision of this Custodial Account Agreement, the Participant's SIMPLE IRA Application and the Terms and Conditions applicable to this Account shall be invalid to the extent it is inconsistent, in whole or in part, with Code Sections 408(p), and the regulations issued thereunder. This Agreement shall be governed by and construed, administered and enforced according to the laws of the state in which is located the Custodian's principal place of business except to the extent preempted by Federal law.

16.4 Signatures

In lieu of the Custodian's signature below, acceptance and execution of this agreement by the custodian is evidenced by the Custodian's establishment of a custodial account for the Participant.

16.5 Successors

The Account shall be binding upon all persons entitled to benefits under the Account, their respective heirs and legal representatives and upon the Custodian and its successors.

GENERAL INSTRUCTIONS

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

PURPOSE OF FORM

Form 5305-SA is a model custodial account agreement that meets the requirements of Sections 408(a) and 408(p) and has been pre-approved by the IRS. A SIMPLE individual retirement account (SIMPLE IRA) is established after the form is fully executed by both the individual (participant) and the custodian. This account must be created in the United States for the exclusive benefit of the participant and his or her beneficiaries.

Do not file Form 5305-SA with the IRS. Instead, keep it for your records. For more information on SIMPLE IRAs, including the required disclosures the custodian must give the participant, see Pub. 590, Individual Retirement Arrangements (IRAs).

Transfer SIMPLE IRA

This SIMPLE IRA is a "transfer SIMPLE IRA" if it is not the original recipient of contributions under any SIMPLE plan. The summary description requirements of Section 408(l)(2) do not apply to transfer SIMPLE IRAs.

SPECIFIC INSTRUCTIONS

Article IV

Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the participant reaches age 70½ to ensure that the requirements of Section 408(a)(6) have been met.

Article VIII

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

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SIMPLE IRA DISCLOSURE STATEMENT

Retain for your personal records.

This report summarizes the requirements for the SIMPLE IRA to which the participant makes salary deferrals and which an employer makes contributions on the participant's behalf under a SIMPLE IRA Plan. The details under which the SIMPLE IRA is governed are specified by law and are covered in the SIMPLE IRA Custodial Account Agreement (SIMPLE IRA). This Disclosure Statement is only a summary of the rules.

A. REVOCATION OF ACCOUNT

The participant may revoke the SIMPLE IRA at any time within seven days after he has executed the SIMPLE IRA custodial account agreement. Upon revocation, the custodian will return to the participant the current fair market value of the amount contributed to the SIMPLE IRA without penalty, service charge, or administrative expense.

To revoke the SIMPLE IRA, the participant must personally deliver or mail a written notice of revocation to the custodian postmarked within seven days of executing the SIMPLE IRA custodial account agreement. Mail the notice by first class mail to the custodian:

Trust Industrial Bank
P.O. Box 173859
Denver, CO 80217-3859

At the end of each calendar quarter, Trust Industrial Bank will send you a statement that lists all transactions that occurred in your account during the quarter and the asset value of the current holdings in your account. You are responsible for reporting to Trust Industrial Bank, in writing, any errors on your statement within 90 days.

B. STATUTORY REQUIREMENTS

A SIMPLE IRA must satisfy certain requirements of the Internal Revenue Code. The SIMPLE IRA Custodial Account Agreement incorporates those requirements. In brief, the Internal Revenue Code requires that the SIMPLE IRA be governed by a written instrument; the custodian, except in the case of a rollover contribution, will accept only cash contributions; with certain limited exceptions, only a bank or trust company may act as custodian of the SIMPLE IRA; no investment be made in life insurance contracts; no investment be made in collectibles (within the meaning of Internal Revenue Code Section 408(m), except as permitted by Internal Revenue Code Section 408(m)(3)); the participant's interest in the SIMPLE IRA be non-forfeitable at all times; with certain exceptions, the participant's SIMPLE IRA not be commingled with other property; and distribution of the participant's interest in the SIMPLE IRA be made under specific guidelines.

C. CONTRIBUTIONS BY THE PARTICIPANT

Contributions to the custodial account may be one of the following:

1. Rollover Contributions from another SIMPLE IRA Plan.
2. Your Salary Deferrals under a Savings Incentive Match Plan for Employees (SIMPLE) IRA plan.
3. Your employer's matching contributions and non-elective contributions under a SIMPLE IRA plan.

All contributions other than rollover contributions must be made in cash or cash equivalents (i.e., a check).

A separate SIMPLE IRA custodial account must be established for a SIMPLE IRA plan. Only SIMPLE IRA deferral contributions, employer contributions, and rollovers or transfers from other SIMPLE IRAs may be made to this account.

Contribution/Deferral Limits

For taxable years 2002 thru 2006 the limit on employee deferrals is as follows:

2005 – \$10,000
2006 – \$10,000
2007 – \$10,500
2008 – \$10,500

For taxable years beginning after 2005, the deferral contribution limit will be increased by a dollar amount equal to the cost-of-living adjustment (determined under Internal Revenue Code Section 1(f)(3) for the calendar year in which the taxable year begins) multiplied by the contribution limit and rounded down to the next lowest multiple of \$500.

Catch-Up Contributions

For taxable years beginning in 2002 through 2006, an eligible participant, who has turned age 50 before the close of the taxable year, may defer additional amounts as follows:

2005 – \$2,000
2006 – \$2,500
2007 – \$2,500
2008 – \$2,500

For taxable years beginning after 2006, the deferral contribution limit will be increased by a dollar amount equal to the cost-of-living adjustment (determined under Internal Revenue Code Section 1(f)(3) for the calendar year in which the taxable year begins) multiplied by the contribution limit and rounded down to the next lowest multiple of \$500.

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

SIMPLE IRA DISCLOSURE STATEMENT

D. ROLLOVER CONTRIBUTION BY THE PARTICIPANT

1. Eligible Participant

An individual is eligible to establish a rollover SIMPLE IRA with the custodian if the contribution the participant wishes to make satisfies the definition of Qualifying Rollover Contribution. Unlike the rules relating to SIMPLE IRA contributions, an eligible participant may establish a rollover SIMPLE IRA with the custodian even if he does not have any compensation or income other than the funds with which the participant wishes to establish the rollover SIMPLE IRA. The Qualifying Rollover Contribution may consist of cash and/or property.

2. No Contribution Limitation

There is no limit on the amount of the rollover contribution an eligible participant may make to the SIMPLE IRA.

3. Qualifying Rollover Contribution

Only funds received from another SIMPLE IRA Plan may be rolled over to a SIMPLE IRA Plan.

4. Rollover to Another SIMPLE IRA

An individual may roll over all or a portion of the SIMPLE IRA balance from one SIMPLE IRA to another SIMPLE IRA once every 12-month period. This rollover provision permits an individual to change periodically the sponsor of his SIMPLE IRA without adverse Federal income tax; that is, the amount rolled over is not includible in gross income at the time of the rollover. Tax-free transfers may be made between SIMPLE IRA custodians more frequently.

Rollovers and transfers to an IRA or other plan that is not a SIMPLE IRA may be subject to a penalty tax if the rollover or transfer occurs during the first two years the individual participated in the SIMPLE IRA. See Section F.3 below.

5. Custodian's Acceptance of the Rollover Contribution

Before making a rollover contribution to this SIMPLE IRA, the participant should consult his tax advisor not only with respect to the technical requirements of such rollovers but also with respect to the economics of the rollover. The custodian emphasizes that it assumes no responsibility to determine whether the participant's contribution to the SIMPLE IRA satisfies the definition of Qualifying Rollover Contribution.

E. TAX STATUS OF ACCOUNT/REPORTING

1. Approved Form

This Model SIMPLE IRA has been pre-approved as to form by the Internal Revenue Service (IRS). The participant should not consider the IRS approval as to form as a determination by the IRS of the merits of the Sponsor's SIMPLE IRA Plan.

2. Account Tax Exempt/Required Report

Under a SIMPLE IRA Plan approved as to form, the participant's SIMPLE IRA is tax-exempt. Accordingly, unless the participant's SIMPLE IRA loses its tax-exempt status, the earnings within the SIMPLE IRA accumulate without reduction for Federal income tax. Other parts of this disclosure statement explain the income tax consequences of distributions from the SIMPLE IRA to the participant or to the participant's beneficiary. A participant will

report distributions from (and contributions to) the SIMPLE IRA on his Federal tax Form 1040. A participant must report any special SIMPLE IRA penalty tax on Form 5329 as an attachment to Form 1040 for the taxable year of the penalty. Special SIMPLE IRA penalty taxes, which require the filing of Form 5329, are the excise tax on excess contributions, the penalty tax for making certain distributions to the participant prior to attaining age 59½ and the tax on the failure to take distribution of the minimum amount by a participant who has attained age 70½.

3. State Income Tax

Though the participant's SIMPLE IRA is exempt from Federal income tax, the participant should consult with his tax advisor regarding proper reporting of SIMPLE IRA earnings and contributions for state income tax purposes.

F. OPERATION AND SPECIAL LIMITATIONS ON THE SIMPLE IRA

1. Excess Contribution

In the event a participant makes an excess contribution during a taxable year (i.e., a contribution which exceeds the allowable limitations, a contribution which does not satisfy the law's requirements for rollover contributions, or a transfer from any other SIMPLE IRA to this SIMPLE IRA that does not comply with applicable laws), the custodian will refund the excess upon request. The participant need not include the refund of the excess contribution in income if: (a) the participant receives the refund by the date (including extensions) prescribed by law for filing the participant's income tax return for the taxable year of the excess contribution; (b) the participant receives with the refund the net income attributable to the excess contribution. The participant must report this net income in the taxable year in which he made the excess contribution.

2. Penalty Tax—Excess Contribution

Any excess contribution not returned to the participant by the date (including extensions) prescribed by law for filing the participant's income tax return for the year of the excess contribution is subject to a nondeductible 6% excise tax for that taxable year. The law continues to impose this penalty tax for each subsequent taxable year the funds remain in the SIMPLE IRA. Accordingly, a participant should timely request from the custodian a return of an excess contribution to avoid the imposition of the excise tax for the year of the excess contribution.

If the participant withdraws the excess contribution after the due date (including extensions) for filing the participant's income tax return for the taxable year of the excess contribution, the participant will not be required to withdraw the earnings on the excess contribution.

3. Withdrawal of Funds/Premature Distribution

The participant, without penalty, may withdraw funds from the SIMPLE IRA after attaining age 59½, or prior to age 59½ under a substantially equal periodic payment procedure. If the participant withdraws any funds prior to age 59½ for any reason other than death or disability, or for an allowable return of an excess contribution, or under a substantially equal payment procedure, the participant must include the amount of the withdrawal in income and pay a penalty tax of 10% of the amount includible in income. The current income taxation and 10% penalty tax apply unless the participant rolls over the funds (other than an excess contribution) to

SIMPLE IRA DISCLOSURE STATEMENT

another SIMPLE IRA or, if permitted by law, to a qualified retirement plan or other plan accepting rollovers. If a distribution that is subject to the early distribution penalty tax occurs during the two-year period following the date on which the participant first participated in the employer's SIMPLE IRA plan, the 10% penalty tax will be increased to 25%. A rollover or transfer contribution to an SIMPLE IRA that is not a SIMPLE IRA during this two-year period also will be subject to the 25% penalty tax.

The premature distribution penalty tax will also be waived if a participant under age 59½ takes distribution from the SIMPLE IRA (a) to pay for medical expenses which have exceeded 7.5% of the participant's adjusted gross income, or (b) to pay for health insurance premiums if the participant has separated from employment and has received unemployment compensation under a federal or state program for at least 12 weeks.

The premature distribution penalty tax will also be waived if a participant under 59½ takes distribution from the SIMPLE IRA (a) to pay for qualified higher education expenses (as defined in Internal Revenue Code Section 72(t)(2)(E)) for the taxable year, or (b) to pay the expenses for the purchase of a first home as defined in Internal Revenue Code Section 72(t)(2)(8). The law also treats a participant as having received a distribution (deemed distribution) of the entire SIMPLE IRA if the SIMPLE IRA loses its exempt status for having engaged in a prohibited transaction or if the participant assigns his SIMPLE IRA to another person by gift or for another purpose. However, the law does not consider a transfer or assignment of an SIMPLE IRA pursuant to a divorce decree or pursuant to a written instrument incident to divorce or legal separation as a taxable transfer. The 10% penalty tax also may apply to a deemed distribution occurring prior to age 59½.

For purposes of the SIMPLE IRA provisions, the law considers an individual disabled if he is unable 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 long continued and indefinite duration. Furthermore, a substantially equal period payment procedure means that distributions are made in substantially equal installments (at least annual) over life or joint life expectancy and continue until the later of the date the participant attains age 59½ or the date five years after installment distributions began.

4. No Borrowing on Account

The participant may not utilize the SIMPLE IRA for any purpose other than retirement benefits. The use of the SIMPLE IRA as security for a loan will result in a deemed distribution of the SIMPLE IRA to the extent of the portion used as security. This deemed distribution would subject the participant to current income taxation and, unless the participant has attained 59½, to the 10% penalty tax (or possibly the 25% penalty tax if two years of participation have not lapsed) on the taxable portion of the SIMPLE IRA deemed distribution.

5. Non-forfeitable Interest

The participant's interest in his SIMPLE IRA is non-forfeitable.

G. RETIREMENT BENEFITS

1. Federal Tax Aspects of Distribution

The participant may request a distribution from the SIMPLE IRA at any time. Funds accumulated in a SIMPLE IRA are taxable as

ordinary income to the participant when distributed. In addition, penalty taxes may apply to certain distributions, as described in Section F.3.

2. Required Distributions During the Participant's Lifetime

Distributions from the SIMPLE IRA must begin not later than a participant's required beginning date, which is April 1 following the calendar year in which the participant reaches age 70½. The participant may choose to receive the funds in his account in a single sum or in installments. In the event the participant chooses installment payments, each installment payment after the required beginning date must be at least equal to the required minimum distribution amount.

The required minimum distribution amount, beginning with the calendar year the participant reaches age 70½ and continuing through the year of the participant's death, is obtained by dividing the value of the SIMPLE IRA as of the end of the preceding year by the distribution period in the Uniform Lifetime Table found in the IRS Treasury Regulations, using the participant's age on his birthday in the distribution year. However, if the participant's only beneficiary is the participant's spouse, then the minimum distribution amount is obtained by dividing the value of the SIMPLE IRA as of the end of the preceding year by the longer of the distribution period in the Uniform Lifetime Table, using the participant's age on his birthday in the year, or the distribution period in the Joint and Last Survivor Table in the IRS Treasury Regulations, using the ages as of the participant's and spouse's birthdays in the year.

3. Required Distributions After the Participant's Death

Upon the death of the participant, distribution to the participant's designated beneficiary generally must begin by December 31 following the year in which the participant dies. Generally, the required minimum distribution amount for a beneficiary will be determined by dividing the beneficiary's interest in the SIMPLE IRA as of the end of the preceding year by the appropriate number in the Single Life Table found in the IRS Treasury Regulations corresponding to the beneficiary's age in the year following the year of the participant's death and reduced by one for each subsequent calendar year.

Under this SIMPLE IRA, upon the death of the participant's designated beneficiary (the first generation beneficiary) after the death of the participant but before the entire custodial account has been distributed, the remaining account will be paid to the beneficiary designated by the first generation beneficiary (the second generation beneficiary). These payments must continue to be made over the life expectancy of the first generation beneficiary (determined as of the date of the first generation beneficiary's death and reduced by one for each year after the date of the first generation beneficiary's death). Likewise, upon the death of the second generation beneficiary, any remaining portion of the participant's custodial account will be paid to the beneficiary designated by the second generation beneficiary.

Please consult your tax advisor and see the SIMPLE IRA Custodial Account Agreement for details of these distribution rules, including the special rules that apply if the beneficiary is the participant's surviving spouse.

Under this Plan, a surviving spouse may elect to treat the account as his or her own IRA if that election is made in writing to the Custodian. Alternatively, this election will be deemed to have been made if the surviving spouse makes a contribution to the SIMPLE IRA of the deceased Participant or fails to take minimum required distributions as a beneficiary.

SIMPLE IRA DISCLOSURE STATEMENT

4. Minimum Distribution—Penalty Tax

If retirement distributions are not made at or before the time required, the law imposes a nondeductible 50% penalty tax on the difference between the required minimum distribution amount and the actual distribution. The recipient of the distribution must pay this penalty tax. For example, assume that the required minimum distribution amount for a participant for a year after he reaches age 70½ is calculated to be \$10,000, but at the request of the participant the custodian made distribution to the participant of only \$4,000 for that year. The law would impose a nondeductible penalty tax on the participant of \$3,000 (50% x (\$10,000 - \$4,000)). If the underpayment of the required amount is due to reasonable error and reasonable steps are taken to remedy the error, the Internal Revenue Service may waive the penalty for the taxable year for the underpayment.

A participant may also calculate the required amount for each of his SIMPLE IRAs and take those amounts from any one or more of his SIMPLE IRAs.

5. Federal Gift Tax—Estate Tax

The participant's designation of a beneficiary for his SIMPLE IRA does not constitute a gift for Federal gift tax purposes. The balance in a participant's SIMPLE IRA at the time of the participant's death is includible in his gross estate for Federal estate tax purposes.

H. PROHIBITED TRANSACTIONS

To ensure the proper use of the funds deposited in the SIMPLE IRA, neither the custodian nor any other party may engage directly or indirectly in a prohibited transaction with respect to the participant's SIMPLE IRA, as defined in Internal Revenue Code Section 4975. If a prohibited transaction affecting a participant's SIMPLE IRA occurs, the SIMPLE IRA will lose its tax-exempt status. Furthermore, the participant must include the entire SIMPLE IRA balance in his gross income for the taxable year in which the prohibited transaction occurs.

I. TAX ADVICE

The Disclosure Statement together with the SIMPLE IRA Custodial Account Agreement should answer most questions concerning the SIMPLE IRA, but this should not be construed as tax advice. If a participant has additional questions regarding SIMPLE IRAs, he should consult his tax advisor. Also, the participant may obtain additional information regarding SIMPLE IRAs from any District Office of the Internal Revenue Service. See in particular IRS Publication 590.

J. INVESTMENT OF THE SIMPLE IRA AND FINANCIAL DISCLOSURE

The assets of the SIMPLE IRA will be invested only in accordance with directions from the participant (or the beneficiary after the participant's death) or his duly authorized agent. The custodian of the SIMPLE IRA does not offer investment advice to the participant or the beneficiary. The investments available include a wide range of assets. The assets of the SIMPLE IRA at any given time may contain one or more of the permitted assets depending on which investments the participant or beneficiary has selected. It is therefore impossible to estimate the value of the SIMPLE IRA assets of the participant at any given future point in time. Identification of an investment category as administratively feasible, or not administratively feasible, does not constitute a determination

by the custodian of the prudence or advisability of the investment nor does the custodian provide investment advice or recommend or evaluate the merits or suitability of any investment.

K. FINANCIAL INFORMATION

Disclosure Statement

The growth in value of your account is neither guaranteed nor projected. You will be directing the investment of your account. Growth depends upon making successful investment decisions.

The custodian is entitled to reimbursement for any expenses or costs incurred to appraise or determine the value or fair market value of non-publicly traded limited partnerships or other illiquid or hard-to-value assets as requested by you.

Trust Industrial Bank may receive fees from unrelated product sponsors, their managers, or affiliates. In return for these fees Trust Industrial Bank provides sub-accounting services for the products.

Subaccounts attributable to beneficiaries will incur full annual administration fees and termination fees.