

Traditional IRA Amendment

Dear IRA Owner:

The purpose of this Amendment is to incorporate changes in law and policy that affect your traditional IRA agreement. This Amendment replaces the Form 5305-A Agreement and Disclosure Statement that you received at the time your traditional IRA was established or amended, whichever is later. Our relationship and your traditional IRA will be governed by this Amendment. Please read this Amendment carefully as well as any other legal documents. This Amendment should be kept in a safe place along with your other traditional IRA records.

SUMMARY OF CHANGES

The headings identify the primary changes addressed by this Amendment. The additions and modifications to the Disclosure Statement will depend on when you received your Agreement or when it was last amended. The heading is followed by a brief description of the most recent change. For modifications, the heading also identifies the corresponding section in the Traditional IRA Disclosure Statement. Review the identified sections for the modifications.

Traditional IRA Disclosure Statement

IRA Restrictions and Approval.

3. Beneficiary Designation. Added the following sentence: If there is no beneficiary designation on file at the time of your death, or if none of the beneficiaries on file are alive at the time of your death, your IRA assets will be paid to your estate.

IRA Eligibility and Contributions.

6. Maximum Contribution Limits. Updated the chart to reflect the current years' limits.

Tax Deductions.

2. Deduction Limits. Updated the chart to reflect the current years' limits.

Money Assets To and From IRAs.

2. Rollover-to-IRA Rules. You are limited to one rollover-to-IRA per year per IRA (12-month period (that is, only one nontaxable rollover-to-IRA per year per IRA) and not one rollover for each IRA per year).

TRADITIONAL INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

(Under section 408(a) of the Internal Revenue Code)

Form **5305-A** (Rev. March 2002) Department of the Treasury Internal Revenue Service
The depositor and the custodian make the following agreement:

Do Not File with Internal Revenue Service Amendment

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

Article II. The depositor'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 (as defined in the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (as defined in the meaning of section 408(m)) except as otherwise permitted by section 408(m)(2), which provides an exception for certain gold, silver, and platinum 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 depositor's interest in the custodial account shall be made in accordance with the following requirements and shall be subject to the provisions of section 408(a)(6) and the regulations thereunder, the provisions of which are incorporated by reference.

2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor 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 expectancy of the depositor or the joint lives of the depositor and his or her designated beneficiary, as determined in accordance with section 408(a)(6) and the regulations thereunder.

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

- (a) If the depositor dies on or after the required beginning date and:
 - (i) the designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined in accordance with section 408(a)(6) and the regulations thereunder. Any interest remaining after the spouse's death will be distributed over the 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 depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's remaining life expectancy as determined in the year of the spouse's death of the depositor 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 depositor's remaining life expectancy as determined in the year of the depositor's death and reduced by 1 for each subsequent year.
- (b) If the depositor 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 over the period in paragraph (a)(i) or (a)(ii) above, even if longer, starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But in such case, if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii) above) if longer, over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no designated beneficiary.
 - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

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

5. The minimum amount to be distributed each year, beginning with the year containing the depositor'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 the year beginning with the year the depositor reaches age 70½, is the account'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)-5. However, if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for the year shall not be less than the depositor'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)-5. The required minimum distribution for a year under this paragraph is determined by dividing the depositor's account value at the close of business on December 31 of the preceding year by the applicable number in the table in Regulations section 1.401(a)(9)-5. If the designated beneficiary is the depositor's surviving spouse, the required minimum distribution under paragraphs (a) and (b) begins with the year following the year of the depositor's death. If the depositor 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 applicable number in the table in Regulations section 1.401(a)(9)-5. If the designated beneficiary is the depositor's surviving spouse, the required minimum distribution under paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the depositor reaches age 70½ can be made as late as April 1 following the year the required minimum distribution for any other year is made. The end of such year is the required beginning date.

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

Article V.

The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 408(f) and Regulations sections 1.408-5 and 1.408-6.

The custodian agrees to submit the required reports to the Internal Revenue Service (IRS) and to provide the reports prescribed by the IRS.

Article VI. Notwithstanding any other article which may be added or incorporated, the provisions of Articles I through IV and the related regulations will be controlling. Any additional articles inconsistent with section 408(a)(6) 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 person whose signature appears on the Application that accompanies this Agreement.

Article VIII.

8.01 Your IRA Documents. This Agreement is subject to the Internal Revenue Service (IRS) Forms 5305 series agreement for traditional IRAs and any amendments or additional provisions to such agreement (the "Agreement") that set forth the terms and conditions governing the traditional individual retirement account (IRA) and your or, after your death, your estate's relationship with us. This agreement is accompanied by a disclosure statement, which sets forth various IRA rules in simpler language, and a financial disclosure, and may also be accompanied by other documents such as an application for beneficiary designation.

8.02 Definitions. The IRS Form 5305 series agreement contains a detailed definitions section. The definitions found in such section apply to this Agreement. "You" refers to you as the depositor, and us as the custodian. "Your" and "your" will mean the depositor, and "we" and "us" will mean the custodian. The terms "you" and "your" will apply to you, the event you appoint a third party, or have a third party appointed on your behalf, to handle certain transactions affecting your IRA. The third party will be considered "you" for purposes of this Agreement. Additionally, "IRA" will mean the custodial account.

8.03 Additional Provisions. Additional provisions may be attached to, and made a part of, this Agreement by either party. The provisions must be in writing, agreed to by us, and in a format acceptable to us.

8.04 Our Fees and Expenses. We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your IRA. We may change the fees at any time by providing you with notice of such changes. We will provide you with fee disclosures and policies. Fees may be deducted directly from your IRA assets, and/or billed separately to you. Fees billed separately to you and paid by you may be claimed on your federal income tax return as miscellaneous itemized deductions. The payment of fees has no effect on your contributions. Additionally, we have the right to liquidate your IRA assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

8.05 Amendments. We may amend your IRA in any respect and at any time, including retroactively, to comply with applicable laws governing retirement plans and the corresponding regulations. Any other amendments shall require your consent by action or no action, and will be preceded by written notice to you. If you do not otherwise required, you are deemed to automatically consent to the amendment, which means that your written approval is not required for the amendment to apply to the IRA. In certain instances the governing law or our policies may require us to secure your written consent before an amendment can be applied to the IRA. If you want to withhold your consent to the amendment, you must provide us with a written objection within 30 days of the receipt date of the amendment.

8.06 Notice and Delivery. Any notice mailed to you will be deemed delivered and received by you, five days after the postmark date. This fifth day following the postmark is the receipt date. Notices will be mailed to the last address we have in our records. You are responsible for ensuring that we have your correct mailing address. Upon your consent, we may provide you with notice and delivery format other than by mail. Such formats may include various electronic deliveries. Any notice, including terminations, change in personal information, or contributions mailed to us will be deemed delivered when actually received by us based on our ordinary business practices. All notices must be in writing unless our policies and procedures provide for oral notices.

Applicable Laws. This Agreement will be construed and interpreted in accordance with the laws of, and venue in, our state of domicile.

8.08 Disqualifying Provisions. Any provision of this Agreement that would disqualify the IRA will be disregarded to the extent necessary to maintain the account as an IRA.

8.09 Interpretation. If any question arises as to the meaning of any provision of this Agreement, then we shall be authorized to interpret any such provision, and our interpretation will be binding upon all parties.

8.10 Representations and Indemnity. You represent that any information you and/or your agents provide to us is accurate and complete, and that your actions comply with this Agreement and applicable laws governing retirement plans. You understand that we will rely on the information provided by you, and that we have no duty to inquire about or investigate such information. We are not responsible for any losses or expenses that may result from your information, direction, or actions, including your failure to act. You agree to hold us harmless, to indemnify, and to defend us against any and all actions or claims arising from, and liabilities and losses incurred by reason of your information, direction, or actions. Additionally, you represent that it is your responsibility to seek the guidance of a tax or legal professional for your IRA issues.

We are not responsible for determining whether any contributions or distributions comply with this Agreement and/or the federal laws governing retirement plans. We are not responsible for any taxes, judgments, penalties or expenses incurred in connection with your IRA, or any losses that are a result