

CROSSMARKGLOBAL.COM

APPLICATION ROTH IRA



ROTH IRA APPLICATION INSTRUCTIONS:

Step 1: Complete your Roth IRA Application

To complete the Application, you are required to provide the following:

- · Personal Information
- · Roth IRA Information
- · Investment Information
- · Dealer or Advisor Designation, if any
- · Beneficiary Designation, if any

NOTE: This document is not designed to be used by a nonspouse beneficiary who has inherited IRA assets from a deceased IRA holder and wishes to establish an IRA for those assets. Please contact the Investment Company for forms to be used for that purpose.

NOTE: Important Information About Procedures For Opening a New Account – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

A Shareholder's property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

Step 2: Sign and date your Roth IRA Application

Step 3: Complete the Transfer/Direct Conversion Request Form (if applicable)*

If you are requesting a transfer or direct conversion of assets from an existing retirement plan, please complete the Transfer/Direct Conversion Request Form along with Your Roth IRA Application.

Step 4: Complete the Automatic Investment Plan form (if applicable)

If you would like to make regular investments in this Roth IRA please consider the Automatic Investment Plan—and then complete the Automatic Investment Plan form, included with this Application—to take advantage of this convenient way to invest. Please remember to attach a voided check to this form.

NOTE: Automatic investments are designated as current year contributions ONLY.

Step 5: Send your Roth IRA Application to the Investment Company

Detach and send the original Roth IRA Application, the Transfer/Direct Conversion Request Form (if applicable), and the Automatic Investment Plan form (if applicable), along with your contribution check(s) made payable to the Investment Company:

Crossmark Steward Funds P.O. BOX 183004 Columbus, Ohio 43218-3004 1-800-695-3208 IRA Fee: \$12 per account

Step 6: Retain documents for your records

Keep a copy of the Application with the 5305-RA Plan Agreement, Disclosure Statement, and fund's prospectus (provided separately) for your records.

*Special Information Regarding Transfers and Conversions:

When you move assets in your Roth IRA from one financial organization to another **without** taking control of those assets, the movement is called a **TRANSFER**. There is no federal income tax withheld from transfer assets—and there is no limit on the number of transfers you can do each year.

If eligible, you may convert assets to your Roth IRA. Both Traditional and SIMPLE IRA assets can be distributed in a **DIRECT CONVERSION** to a Roth IRA. If you choose to move these assets to your Roth IRA, you will generally have to pay taxes on the amount that you convert.

To facilitate a transfer or direct conversion, simply complete the Application along with the Transfer/Direct Conversion Request Form and send to the Investment Company at the address above.

The Custodian or its agents will deliver the Transfer/Direct Conversion Request Form to your current financial organization, which will in turn send your transfer/direct conversion assets to fund this Roth IRA. The Transfer/Direct Conversion Request Form may require a signature guarantee.

ROTH IRA APPLICATION (PLEASE PRINT)

Personal Information (The information contained in t	this section is require	ed to establish y	our Roth IRA):			
Name						
Street Address						
Mailing Address (if different from above)						
City		State	ZIP			
Please give us a daytime telephone number where we can rea	ach you		Date of Birth			
Are you a citizen of the United States?		Identification Number (please check and complete one):				
If yes, what is your State of residence?		□ Social Secu	rity Number			
If no, what is your country of residence?		□ Taxpayer Id	lentification Number			
Roth IRA Information: This Roth IRA is a (please check one): Regular Roth IRA Spousal Roth IRA Regular contribution for tax year						
Investment Information: I would like to have the enclosed contribution(s) invested as for *Please mark the box for the appropriate share class, if none in		be used.				
Crossmark Steward Funds	Share Class					
	Class A	Institutional	Amount			
 □ Crossmark Steward Large Cap Enhanced Index Fund □ Crossmark Steward Small-Mid Cap Enhanced Index Fund □ Crossmark Steward Global Equity Income Fund □ Crossmark Steward International Enhanced Index Fund □ Crossmark Steward Select Bond Fund 		_ _ _ _	\$ \$ \$ \$			
☐ Crossmark Steward Covered Call Income Fund		-	\$ Total \$			
Telephone Exchange Privilege: I understand that I will have telephone exchange privileges, su unless I decline this privilege by checking the box below. I und losses resulting from unauthorized transactions when procedu Company, Custodian and their agents harmless for any loss, of for quality assurance purposes and accuracy. □ I do NOT want the telephonic exchange privilege to be available to	derstand that the Investures reasonably designed aim or liability for the dable for this Roth IRA. a Dealer or Advisor any, Custodian and their	conditions provice ment Company, ed to verify caller execution of teleptexecution of tele	ded in the prospectus that was provided to me, Custodian and their agents are not responsible for identity are followed. I agree to hold the Investment chonic instructions. Telephone calls may be recorded the this transaction, please leave this section blank) at instructions from and transmit information to the			
Representative Name	Telephone		Rep. Number			
Branch Address			Branch Number			

BENEFICIARY DESIGNATION:

Address _

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If more than one primary beneficiary is designated and no distribution percentage is indicated, the beneficiaries will be deemed to own equal percentages of this Roth IRA. Multiple contingent beneficiaries with no distribution percentage indicated will also be deemed to share equally. If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis.

In the event of my death, pay the b	palance of this Roth IRA to the following PRIMA	RY beneficiary(ies):				
Beneficiary	Address / City, State, Zip	SSN or TIN	Date of Birth	Relationship	Share %	
				Total	<u>100%</u>	
If all of my primary beneficiaries die	e before me, pay the balance of this Roth IRA to	o the following CONTIN	GENT beneficiary(ies)	:		
				Total	100%	
	rried and the trust or your residence is located in			ite and you have	designated	
a primary beneficiary other than yo	our spouse, your spouse must consent to the be	eneficiary designation as	s follows:			
financial obligations. I understand t tax professional regarding this deci	ed Roth IRA holder. I acknowledge that I have rethat the beneficiary designation(s) indicated about ision. I hereby give the Roth IRA holder any interpretable for any adverse consequences that means the second sequences that the second sequences that the second sequences that the sequence	ove impact my interest in erest I have in this Roth	n this Roth IRA and I h IRA and consent to the	ave been advise e beneficiary de	ed to see a signation(s)	
Spouse		Date				
Witness	Date					
Signature (please read before	signing):					
I understand the eligibility requirem copy of this Application, the 5305-F are contained in this Application an	nents for the type of Roth IRA deposit I am mak RA Plan Agreement, and Disclosure Statement. Ind the Plan Agreement. I agree to be bound by ut penalty by mailing or delivering a written noti	I understand that the te those terms and condition	erms and conditions whons. Within seven (7) o	nich apply to this days from the da	Roth IRA	
obligations of or guaranteed by any	ad the current Prospectus for the investments in y bank and are not insured by the FDIC. I under larged an annual fee for this Roth IRA.					
	rjury that the social security number indicated in x year designation and rollover elections made			al age in my sta	te of	
	or determining that I am eligible for a Roth IRA elaws, and the tax consequences of any contrib				ions I make	
Roth IRA Holder			Date			
Authorized Signature of Custodian			Date			
Custodian Name						

_____ State _____ ZIP ___

AUTOMATIC INVESTMENT PLAN (PLEASE PRINT)

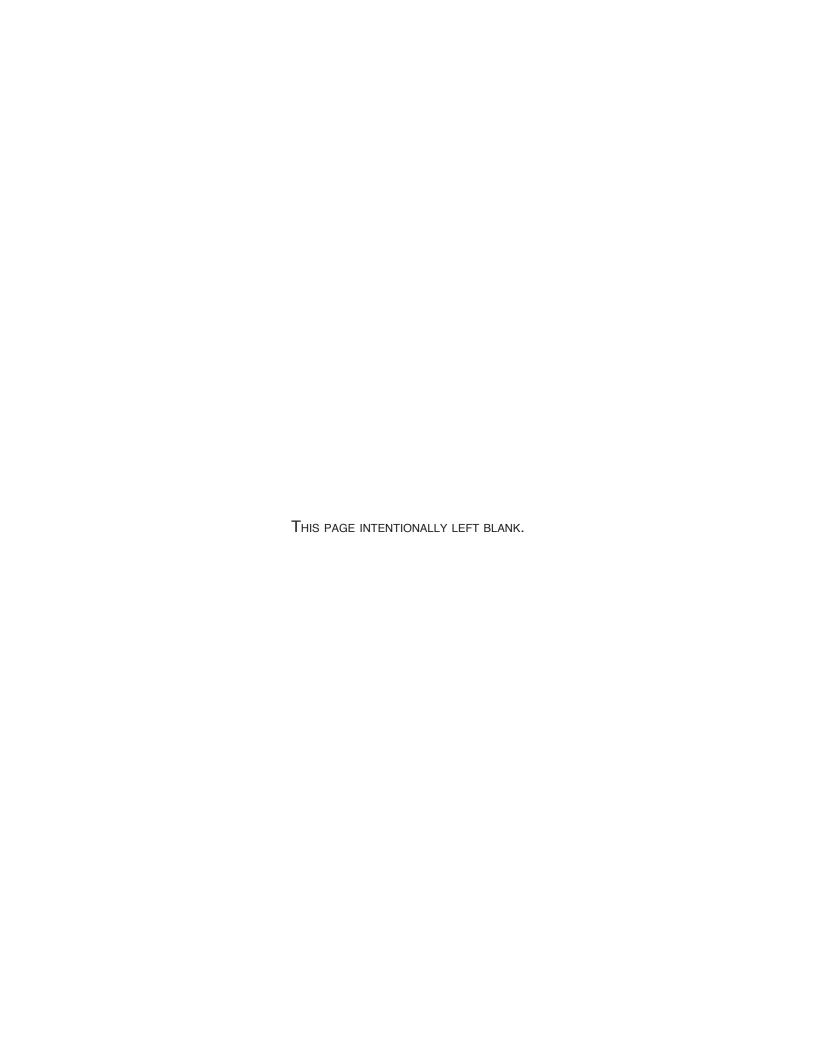
NOTE: Automatic investments are designated as current year contributions ONLY.

Signature _____

Personal Information:						
Name		Social Secur	Social Security Number			
Account Number (if available)			_			
I would	stment Information: d like to have the enclosed contribution(s) invested as follow e mark the box for the appropriate share class, if none is inc		vill be used.			
Crossi	mark Steward Funds	Share Class				
		Class A	Institutional		Amount	
□ Cr □ Cr □ Cr	ossmark Steward Large Cap Enhanced Index Fund ossmark Steward Small-Mid Cap Enhanced Index Fund ossmark Steward Global Equity Income Fund ossmark Steward International Enhanced Index Fund ossmark Steward Select Bond Fund ossmark Steward Covered Call Income Fund	_ _ _ _		\$ \$ \$ \$		
EverEverEver	evestment will occur automatically (please check one): ry month on the 5th ry month on the 20th ry month on the 5th and the 20th ry quarter on the 20th ually on the 5th of(specify month)					
I/we at Investi persor The In	orization: uthorize the financial organization where my bank account is ment Company. I/we understand and agree that the financia nally signed by me/us. I/we further agree to hold the financial vestment Company agrees to indemnify the financial organises drawn for this Automatic Investment Plan.	l organization rig I organization ha	hts in respect to rmless in honori	each check ng or dishon	shall be the same as if it were a check oring any of these checks.	
orioon	Financial Organization Name					
	Address					
	Account Number				□ Checking □ Savings	
	ABA Routing Number					
Signat	ure				Date	

IF THE BANK ACCOUNT IS A JOINT ACCOUNT, BOTH OWNERS MUST SIGN THIS FORM.

_ Date ___



TRANSFER/DIRECT CONVERSION REQUEST FORM (PLEASE PRINT)

Personal Information: Name _ Social Security Number Address __ __ Date of Birth ___ _____ State _____ ZIP ___ City ___ Please give us a daytime telephone number where we can reach you ___ **Transfer/Direct Conversion Information:** Current Custodian or Trustee Address __ _____ ZIP __ City ___ _____ State ___ This request represents a (please check one): □ Transfer from a Roth IRA □ Conversion from a Traditional IRA □ Conversion from a SIMPLE IRA (only AFTER two years of participation) Direct Conversion (For an eligible direct conversion, questions 1 through 3 must be answered either NO or NA.): 1. 70½, CONVERSION RESTRICTION If you are age 70½, or older in this calendar year, does the conversion contribution contain any amounts which constitute a required minimum distribution? 2. RECONVERSION RESTRICTION If this is a reconversion of a prior conversion, is it within the same taxable year of the prior conversion or, if later, within 30 days of recharacterizing the prior conversion? 🗆 YES 🗆 NO 3. TWO YEAR RESTRICTION If this is a conversion from a SIMPLE IRA, has it been less than two years since you first participated in a SIMPLE IRA plan sponsored by your employer? \square YES \square N/A Caution: Limits apply to the number of reconversions which can be made for tax purposes. Direct Conversion Withholding Election (Form W-4P/OMB No. 1545-0074): See Page 3 of this Transfer/Direct Conversion Request Form for the withholding notice information. If you are a nonresident alien, do not complete this section. □ Withhold Federal income tax at a rate of _______ % (not less than 10 percent) from the amount withdrawn. Withhold state tax at a rate of % from the amount withdrawn (complete only as applicable). $_{ m L}$, I elect not to have Federal income tax withheld. I understand that I am still liable for the payment of Federal

income tax on the amount received. I also understand that I may be subject to Federal income tax penalties under the estimated tax payment rules if my

payments of the estimated tax and withholding are insufficient.

ASSET HANDLING INSTRUCTIONS:

Account Number		Amount in IRA	Amount to be Moved	
Please make a check payable as follows: "				(Custodian name, as Custodian,
FBO			(I	nvestment Company name) Roth IRA."
Mail the check to: Crossmark Steward Funds, P.O. Box 183004, C This transfer/direct conversion □ will □ will not close the IRA.	olumbus, OH 43	3218-3004		
Investment Information: □ This is a new Roth IRA – my application is attached. □ I have an existing Roth IRA – account #				
I would like to have the enclosed contribution(s) invested as follows *Please mark the box for the appropriate share class, if none is ind		vill be used.		
Crossmark Steward Funds	Share Class			
	Class A	Institutional		Amount
 □ Crossmark Steward Large Cap Enhanced Index Fund □ Crossmark Steward Small-Mid Cap Enhanced Index Fund □ Crossmark Steward Global Equity Income Fund □ Crossmark Steward International Enhanced Index Fund □ Crossmark Steward Select Bond Fund □ Crossmark Steward Covered Call Income Fund 	_ _ _ _	_ _ _ _	\$ \$ \$ \$	
Signature, Election and Certification: I authorize the movement of the assets in the manner described at upon by the Custodian or Trustee. I understand that I am responsil by tax laws, related regulations and plan agreements. I assume redirect conversion of my assets and agree that the Custodian or Trubue to the important tax consequences of converting funds or propresponsibility for this direct conversion transaction and will not hold hereby irrevocably designate this contribution of the funds and/or propressions.	ble for determini sponsibility for a ustee shall in no perty over to a R I the Custodian	ng my eligibility to ny tax consequenc way be responsible oth IRA, I have been or Trustee liable fo	ransfer or dires or penaltices. en advised to any adverse	rectly convert within the limits set forthes that may apply to the transfer or see a tax advisor. I assume full a consequences that may result. I
Signed			_ Date	
Signature Guarantee, if applicable			Date	
NOTE: Please check with your current Custodian or Trustee to det	termine if signate	ure guarantee is re	quired compl	ete this transaction.
Accepting Roth IRA Custodian: The Roth IRA designated by the above named individual is a valid serve as the Custodian for the Roth IRA of the above-named individuals assets listed above.				
Authorized Signature of Custodian			Date	

Custodial Agreement

This Custodial Agreement ("Agreement") applies to Roth IRAs.

Part I: Provisions applicable only to Roth IRAs

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

The following provisions of Articles I to VIII are in the form promulgated by the Internal Revenue Service ("IRS") in Form 5305-RA (Rev. March 2002) for use in establishing a individual retirement account that meets the requirements of section 408A of the Internal Revenue Code of 1986, as amended, ("Code") for a valid Roth IRA. This IRS approval only relates to the form of Articles I to VIII and is not an approval of the merits of the Roth IRA or of any investment permitted by the Roth IRA.

By executing the Account Application ("Application") with UMB Bank as custodian ("Custodian"), the Depositor whose name appears on the Application is establishing a Roth IRA under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian has given the Depositor the disclosure statement required by Regulations Section 1.408-6. The Depositor has assigned to the custodial account the amount shown on the Application. The Depositor has designated on the Application whether or not this is a Roth Conversion IRA.

The Depositor and the Custodian make the following agreement:

Article I.

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution (defined below), the Custodian will accept only cash contributions up to \$5,500 for 2014. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased by a catch-up contribution in the amount of \$1,000. For tax years after 2014, the above limits may be increased to reflect a cost-of-living adjustment, if any.

Article II.

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$114,000 and \$129,000; for a married Depositor filing jointly, between AGI of \$181,000 and \$191,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000.

Article III.

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

Article IV.

- 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 V.

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

Article VI.

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

Article VII.

Notwithstanding any other articles that may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles that are not consistent with section 408A, the related regulations, and other published guidance will be invalid.

Article VIII.

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

GENERAL INSTRUCTIONS

Purpose of Form

This Agreement is modeled after IRS Form 5305-RA, which meets the requirements of section 408A and has been pre-approved by the IRS. A Roth IRA is established after the Agreement is fully executed by both the Depositor and the Custodian. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

Do not file this Agreement with the IRS. Instead, keep it with your records.

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Depositor's gross income; and distributions after 5 years that are made when the Depositor is 59 ½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor; see **IRS Publication 590**, Individual Retirement Arrangements (IRAs).

Definitions

IRA Conversion Contributions. IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a Traditional IRA to a Roth IRA.

Custodian. The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The Depositor is the person who establishes the custodial account.

SPECIFIC INSTRUCTIONS

Article I. The Depositor may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the Depositor have been made for the same tax year. (2) The Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) The Depositor and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year. The Depositor should see the disclosure statement or IRS Publication 590 for more information.

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

Part Two: Provisions applicable to Traditional IRAs, Roth IRAs and Coverdell Education Savings Accounts

Article I.

1. Investment of Contributions.

- (a) All contributions to the custodial account shall be invested in accordance with proper instructions received from time to time from the Depositor or, if the account is an ESA, the Responsible Individual and shall be applied to purchase full and fractional shares ("Shares") of the Fund and made available as an investment, as shown on the Application. Fund shares held in the custodial account shall be registered in the name of the Custodian or its nominee. The Depositor or, if the account is an ESA, the Designated Beneficiary shall be the beneficial owner of all the assets held in the custodial account.
- (b) Except in the case of a rollover contribution or employer contributions to a simplified employee pension plan as described in Article I of Part One for Traditional IRAs or Part Two for Roth IRAs above, as applicable, the Depositor shall not for any taxable year of the Depositor contribute to the Traditional IRA or Roth IRA custodial account an amount in excess of the lesser of 100% of the compensation includable in his or her gross income or the applicable dollar limits in effect under sections 219(g), 408 and 408A of the Code to a Traditional or Roth IRA. Except in the case of a rollover contribution as described in Article I of Part Three for ESAs, contributions to the account shall not exceed \$2,000 for any tax year. The Depositor or, if the account is an ESA, the Designated Beneficiary shall be fully and solely responsible for all taxes, interest and penalties which might accrue or be assessed by reason of any excess deposit and interest if any, earned thereon. Contributions must be made no later than the due date for filling the Depositor's or, if the account is an ESA, the contributor's tax return for the tax year (excluding extensions) or by such other date as from time to time provided by law. If a contribution is intended to be a rollover contribution referred to in Article I of Parts One and Two, the Depositor hereby certifies that the source of the contribution qualifies the contribution as such, that the contribution is being made to the custodial account no later than 60 days after receipt by the Depositor of the distribution giving rise to the rollover contribution, and that no previous rollover contribution has been made by the Depositor within one year of the date of the rollover contribution to or from such IRA or individual retirement annuity and that the rollover is in all respects permitted by law. It shall be the sole responsibility of the Depositor or, if the account is an ESA, the Responsible Individual or the Designated Beneficiary to determine the amount of the contributions eligibl

2. Reinvestment of Earnings.

All dividends, capital gains, and any other distributions received on Fund Shares held in the account shall be reinvested in Shares of the Fund paying such dividends and distributions, and credited to such account. If any distributions of the Fund may be received at the election of the Depositor or, if the account is an ESA, the Responsible Individual in additional Shares or in cash or other property, the Custodian shall elect to receive additional Shares. If for any reason it is not possible to acquire Shares of the Fund paying the dividends or other distributions, the cash dividends and/or distributions from the Fund attributable to the account shall be invested in accordance with the standing investment instructions or sent in cash to the Depositor's or, if the account is an ESA, the Designated Beneficiary's address of record if the Depositor or the Responsible Individual, as applicable, has not supplied standing investment instructions.

3. Proxies and Other Information.

The Custodian shall forward to the Depositor or, if the account is an ESA, the Responsible Individual all notices, prospectuses, financial statements, proxies and proxy soliciting material that the Custodian receives relating to such Shares. The Custodian shall vote such Shares in accordance with the written instructions of the Depositor or, if the account is an ESA, the Responsible Individual. Absent such instructions, the Custodian is hereby directed to and shall vote such Shares for or against any proposition in the same proportion as all Shares of the relevant Fund for which instructions have been received.

Article II (Distributions)

The Custodian shall, from time to time, make distributions out of the custodial account to the Depositor or, if the account is an ESA, the Designated Beneficiary, in such manner and amounts as may be specified in written instructions of the Depositor or, if the account is an ESA, the Responsible Individual. All such instructions shall be deemed to constitute a certification by the Depositor that the distribution so directed is one that the Depositor is permitted to receive or if the account is an ESA, a certification by the Responsible Individual that the distribution so directed is one that the distributee is permitted to receive. The Custodian shall have no liability with respect to any contribution to the custodial account, any investment of assets in the custodial account or any distribution therefrom pursuant to instructions received from the Depositor or, if the account is an ESA, the Responsible Individual, or for any consequences to the Depositor or, if the account is an ESA, the Designated Beneficiary, arising from such contributions, investments or distributions including, but not limited to, excise and other taxes and penalties which might accrue or be assessed by reason thereof, nor shall the Custodian be under any duty to make any inquiry or investigation with respect thereto.

Article III (Beneficiaries)

If the account is a Traditional or Roth IRA, the Depositor may designate and redesignate his/her beneficiary or beneficiaries in the Application or other beneficiary designation form. To be effective, such designation must be received by the Custodian prior to the death of the Depositor. Such beneficiary or beneficiaries shall be entitled to the balance in the custodial account as provided in Article IV of Part One for Traditional IRAs, Article V of Part Two for Roth IRAs. Unless otherwise provided in the Application or other beneficiary designation form, amounts payable by reason of the Depositor's death will be paid only to the primary beneficiary or beneficiaries who survive the Depositor in equal shares, or, if no primary beneficiary or beneficiaries survive the Depositor to the contingent beneficiaries who survive the Depositor in equal shares. If some but not all primary or contingent beneficiaries, as applicable, do not survive the Depositor, any amounts that such nonsurviving beneficiaries shall have been entitled to receive hereunder shall be divided among the surviving primary or contingent beneficiaries, as applicable, in proportion to the relative interests of the surviving primary or contingent beneficiaries. If no designation of beneficiary is in effect at the time of the Depositor's death or if no designated beneficiary survives the Depositor, the beneficiary shall be deemed to be the surviving spouse, or if there is no surviving spouse, the estate of the Depositor.

A designated beneficiary who becomes entitled to receive benefits hereunder may designate a successor beneficiary, which designation shall be governed by and made in accordance with this Article III. If a designated beneficiary becomes entitled to receive benefits hereunder but dies before all amounts in the IRA account to which the beneficiary is entitled have been distributed to him or her, the successor beneficiary will be entitled to receive any such remaining amounts in the account. Unless otherwise provided in the Application or other beneficiary designation form, the beneficiary may choose the method of distribution from among those permitted by Article IV of Part One for Traditional IRAs and Article V of Part Two for Roth IRAs.

If the account is an ESA, the Responsible Individual may change the Designated Beneficiary to a member of the same family as the prior Designated Beneficiary. If the Responsible Individual does not name a new Designated Beneficiary within 30 days following the death of the Designated Beneficiary, the custodial account will be deemed distributed to the designated death beneficiary of the account on the 30th day following the death of the Designated Beneficiary. The Responsible Individual may designate or change the designation of the death beneficiary of the account from time to time.

To be effective, any such designation made for an ESA pursuant to the preceding paragraph must be received by the Custodian prior to the death of the Designated Beneficiary. Such death beneficiary or beneficiaries, as applicable, shall be entitled to the balance in the custodial account as provided in Article III of Part Three for ESAs. Unless otherwise provided in the Application or other beneficiary designation form, amounts payable by reason of the Designated Beneficiary's death will be paid only to the primary beneficiary or beneficiaries who survive the Designated Beneficiary in equal shares, or, if no primary beneficiaries survive the Designated Beneficiary or beneficiaries who survive the Designated Beneficiary in equal shares. If some but not all primary or contingent beneficiaries, as applicable, do not survive the Designated Beneficiary, any amounts that such nonsurviving beneficiaries shall have been entitled to receive hereunder shall be divided among the surviving primary or contingent beneficiaries, as applicable, in proportion to the relative interests of the surviving primary or contingent beneficiaries. If no designated Beneficiary is in effect at the time of the Designated Beneficiary's death or if no designated death beneficiary survives the Designated Beneficiary, the death beneficiary shall be deemed to be the surviving spouse, or if there is no surviving spouse, the estate of the Designated Beneficiary. A designated death beneficiary who becomes entitled to receive benefits hereunder may designate a successor death beneficiary, which designation shall be governed by and made in accordance with this Article III. If a designated death beneficiary becomes entitled to receive benefits hereunder but dies before all amounts in the account to which the death beneficiary is entitled have been distributed to him or her, the successor death beneficiary will be entitled to receive any such remaining amounts in the account.

Article IV (Responsibility of Depositor)

Depositor acknowledges he or she has read the information distributed to him or her by the Custodian. The Depositor or, if the account is an ESA, the Responsible Individual, as applicable, agrees to assume full responsibility for all decisions as to deposits and withdrawals, and the Depositor or, if the account is an ESA, the Responsible Individual, as applicable, indemnifies the Custodian and saves it free and harmless from any and all claims arising out of any adverse consequences experienced by the Depositor or, if the account is an ESA, the Responsible Individual or the Designated Beneficiary, as applicable, as a result of his or her own decision, action or inaction, including but not limited to excise taxes and penalties. Any taxes which may be imposed upon the custodial account or the income thereof, but not excise taxes imposed upon the Depositor or, if the account is an ESA, the Responsible Individual, be deducted from and charged against the custodial account.

Article V (Acceptance of Reports)

If, within 60 days after the mailing by the Custodian to the Depositor or, if the account is an ESA, the Responsible Individual of a report pursuant to paragraph 2 of Article V for Traditional IRAs, paragraph 2 of Article VI for Roth IRAs, or paragraph 2 of Article VII for ESAs, the Depositor or Responsible Individual, as applicable, has not given the Custodian written notice of any exception or objection thereto, such report shall be deemed to have been approved in its entirety and in such case, or upon written approval of the Depositor or Responsible Individual, as applicable, the Custodian shall be released, relieved, and discharged with respect to all matters and statements set forth therein as though the report had been settled by judgment or decree of a court of competent jurisdiction.

Article VI (Responsibility of Custodian)

The Custodian shall have no duties whatsoever except such duties as it specifically agrees to in writing, and no implied covenants or obligations shall be read into this Agreement against the Custodian. The Custodian shall not be liable under this Agreement, except for its own bad faith, gross negligence or willful misconduct. In performing its duties under this Agreement, the Custodian may hire agents, experts and attorneys. The Custodian may also delegate any of its powers and duties hereunder to an agent.

Article VII (Prohibition Against Assignment)

No interest right or claim in or to any part of the custodial account or any payment therefrom shall be assignable, transferable, or subject to sale, mortgage, pledge, hypothecation commutation, anticipation, garnishment, attachment, execution, or levy of any kind and the Custodian shall not recognize any attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute, or anticipate the same, except as required by law. Notwithstanding the foregoing, in the event of a property settlement between the Depositor or, if the account is an ESA, the Designated Beneficiary and his or her former spouse pursuant to which the transfer of Depositor's or; if the account is an ESA, Designated Beneficiary's interest hereunder, or a portion thereof, is incorporated in a divorce decree or in a written instrument incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate account for the benefit of such former spouse, in accordance with the requirements of the Code.

Article VIII (Amendment)

The Depositor hereby delegates to the Custodian the power to amend this Agreement from time to time as it deems appropriate, provided, however, that all such amendments are in compliance with the provisions of the Code and the regulations there under. All such amendments shall be effective as of the date set forth in a written notice of amendment, which will be sent to the Depositor or, if the account is an ESA, the Responsible Individual.

Article IX (Termination)

The Depositor or, if the account is an ESA, the Responsible Individual may terminate this account and this Agreement at any time by delivering to the Custodian a written notice of termination. In addition, in the event that either (a) all of the funds available for investment hereunder are liquidated or otherwise terminated or (b) Shay Fund as Sponsor of this account ceases to act as such without a successor assuming the duties of the Sponsor, the account and this Agreement shall be terminated and the assets thereof shall be delivered to the Depositor or, if the account is an ESA, the Designated Beneficiary, within a reasonable period, unless prior to such payment the Depositor or, if the account is an ESA, the Responsible Individual provides written instructions to the Custodian to transfer such proceeds to the trustee or custodian of another IRA or ESA, as applicable.

Article X (Resignation or Removal of Custodian)

- 1. The Custodian may resign without liability, cost or expense of any kind, upon written notice to that effect delivered to the Depositor or, if the account is an ESA, the Responsible Individual and the Fund, such resignation to be effective the 30th day following the mailing to the Depositor or the Responsible Individual, as applicable, of such notice. The Depositor or, if the account is an ESA, the Responsible Individual may remove the Custodian upon 30 days' written notice to that effect to the Custodian. Upon such resignation or removal, the Depositor or Responsible Individual, as applicable, shall forthwith appoint a successor custodian that satisfies the requirements of section 408(h) of the Code or, if the account is an ESA, section 530(b) (1)(B) of the Code. Upon receipt by the Custodian of written acceptances by the successor custodian of such appointment, the Custodian shall deliver the assets of the custodial account to the successor custodian. In the event the Depositor or Responsible Individual, as applicable, fails to appoint a successor custodian which has accepted its appointment within 30 days of the mailing of the notice of resignation, or removal, the Custodian shall terminate the account and pay the proceeds to the Depositor or, if the account is an ESA, the Designated Beneficiary.
- 2. The Depositor of this Agreement may at any time remove the Custodian and appoint a successor custodian. The effective date of the removal and appointment shall be as specified by the Depositor and agreed to by the Custodian and the successor custodian. On or after such date the Custodian shall deliver the assets of the custodial account to the successor custodian.
- 3. The Depositor will appoint another custodian upon notification from the Commissioner of the Internal Revenue Service that such substitution is required because the Custodian has failed to comply with the requirements of section 1.408-2(e) of the Regulations or if the account is an ESA, section 530(b)(l)(D) of the Code, or is not keeping such records, or making such returns or rendering such statements as are required by forms, Regulations or the Code, as applicable.

- 4. Notwithstanding the foregoing, the Custodian may reserve such assets of the custodial account as it may deem necessary for the payment of all its fees, compensation, costs and expenses and for the payment of all other liabilities which are a charge on or against the assets of the custodial account or on or against the Custodian, and where necessary for this purpose may liquidate reserved Fund Shares. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor custodian. If the Depositor or, if the account is an ESA, the Responsible Individual has failed to appoint a successor custodian as provided in paragraph 1 above, such balance shall be paid to the Depositor or, if the account is an ESA, the Designated Beneficiary.
- 5. The provisions of this Agreement shall apply to any successor custodian from the effective date of its appointment as such with the same force and effect as if such successor were the initial Custodian hereunder.

Article XI (Notices)

- 1. Any notice herein required or permitted to be given to the Custodian shall not be effective or deemed delivered until actually received by the Custodian at the address specified in the Universal Custodial Account Disclosure Statement ("Disclosure Statement"), or such other address as the Custodian shall provide the Depositor or, if the account is an ESA, the Responsible Individual from time to time in writing, stating that such other address shall be used for purposes of this Agreement.
- 2. Any notice herein required or permitted to be given to the Depositor or, if the account is an ESA, to the Responsible Individual shall be mailed to the Depositor or Responsible Individual, as applicable, at the Depositor's or Responsible Individual's, as applicable, residence address on record with the Custodian or at such other address as he or she shall provide the Custodian from time to time in writing stating that such other address shall be used for purposes of this Agreement, and any such notice shall be deemed accepted by the Depositor or Responsible Individual, as applicable, at the time it is mailed. The Depositor, the Depositor's beneficiary, or the Responsible Individual, as applicable, will be bound by the last address furnished to the Custodian by the Depositor, the Depositor's beneficiary, or the Responsible Individual, as applicable.

Article XII (Minimum Withdrawals)

If the account is a Traditional IRA or Roth IRA, the Depositor shall be fully and solely responsible for all taxes and penalties that might accrue or be assessed for having failed to make any annual minimum withdrawal required by applicable law.

The Depositor's beneficiary or beneficiaries shall be fully and solely responsible for any taxes or penalties which might accrue or be assessed for having failed to make any minimum withdrawal required following the death of the Depositor.

Article XIII (Taxes and Charges to Account)

Any income taxes or other taxes of any kind whatsoever that may be levied or assessed upon or in respect of the custodial account or the assets thereof, or the income therefrom, any transfer taxes incurred in connection with the investment and reinvestment of the assets of the custodial account, all other reasonable administrative expenses incurred by the Custodian in the performance of its duties hereunder, including fees for legal services rendered to the Custodian, and such reasonable compensation to the Custodian for its services under this Agreement as the Custodian may charge from time to time, may, in the discretion of the Custodian, be charged against and paid from the assets of the custodial account. Sufficient Fund Shares may be liquidated from the custodial account to pay any such taxes, expenses, and compensation.

Article XIV (Governing Law)

This Agreement and the custodial account created hereby shall be subject to the applicable laws, rules and regulations, as the same may from time to time be amended, of the Federal government and the State of Delaware and the agencies and instrumentalities of each having jurisdiction thereof, and shall be governed by and construed, administered and enforced according to the law of the State of Delaware, except to the extent superseded by federal law. All contributions to the custodial account shall be deemed to take place in the State of Delaware.

Article XV (Fees and Expenses)

The Custodian shall be entitled to receive and may charge against the custodial account such reasonable compensation for its services in accordance with its fee schedule as from time to time in effect, and shall also be entitled to reimbursement of its expenses as Custodian under this Agreement. The Custodian will provide advance written notice to the Depositor of any change in its fee schedule.

Article XVI (Spousal Consent)

If the account is a Traditional IRA or Roth IRA and if you are married and designate a beneficiary other than your spouse, you are required to and acknowledge that you have provided your spouse with full and reasonable disclosure regarding your property and financial obligations; that your spouse has been advised by you to see a tax professional or legal advisor regarding any possible consequences with giving up his or her community or marital property interests in the IRA; and that your spouse assumes full responsibility for any adverse consequence that may result. Neither the Custodian nor the Sponsor is liable for any consequences resulting from a failure of the Depositor to obtain spousal consent.

Article XVII (Certifications)

If you elect a Traditional IRA rollover of a distribution from another Traditional IRA, you certify and acknowledge that you have not made another rollover within the one-year period immediately preceding this rollover from such IRA; that no portion of the amount rolled over is a required minimum distribution under the required distribution rules or a hardship distribution from an employer's tax-qualified plan 403(b) arrangement or eligible 457 plan; and if the distribution was made to you, that such distribution was received within 60 days of making the rollover to this account.

If you elect a conversion, transfer or a rollover of an existing Traditional IRA to a Roth IRA, you acknowledge that the amount converted will be treated as taxable income (except for any prior nondeductible contributions) for federal income tax purposes, and certify that no portion of the amount converted, transferred or rolled over is a required minimum distribution under applicable rules. If you elect to convert an existing Traditional IRA with the Custodian to a Roth IRA with the Custodian and have elected no withholding, you understand that you may be required to pay estimated tax and that insufficient payments of estimated tax may result in penalties. If you elect a rollover from another Roth IRA, you certify that the information given is correct and acknowledge that adverse tax consequences or penalties could result from giving incorrect information. You certify and acknowledge that any rollover contribution to the Roth IRA was completed within 60 days after your receipt of the distribution from the other Roth IRA. If you elect an ESA rollover, you certify and acknowledge that no other rollover has been made within the one-year period immediately preceding this rollover from the ESA from which the rollover amount was distributed and that, if the distribution was made to you, such distribution was received within 60 days of making the rollover to this account.

You acknowledge that, if a contribution is made to the account between January 1 and your tax return due date and the contributor does not specify in writing whether the contribution is made for the current year or the prior year, the Custodian will treat it as a contribution for the current year.

You acknowledge that it is your sole responsibility to report all contributions to or withdrawals from the account correctly on your tax returns, and to keep necessary records of all of your IRAs and ESAs (including any that may be held by another custodian or trustee) for tax purposes. All forms must be acceptable to the Custodian and dated and signed by you.

Article XVIII (Acceptance)

If all required forms and information are properly submitted, Custodian will accept appointment as custodian of the account. However, this Agreement (and the Application) is not binding upon the Custodian until the Depositor or, if the account is an ESA, the Responsible Individual has received a statement confirming the initial transaction for the account. Receipt by the Depositor or, if the account is an ESA, the Responsible Individual of a confirmation of the purchase of the Fund Shares indicated in the Application will serve as notification of Custodian's acceptance of appointment as custodian of the account.

Based on legal advice relating to current tax laws and IRS meetings, the Custodian believes that the use of the Disclosure Statement and the Agreement containing information and documents for a Traditional IRA, a Roth IRA, and an ESA will be acceptable to the IRS. However, if the IRS makes a ruling, or if Congress enacts legislation, regarding the use of different documentation, Custodian will forward to you new documentation for your Traditional IRA, Roth IRA or ESA (as appropriate) for you to read and, if necessary, an appropriate new Application to sign. By adopting a Traditional IRA, Roth IRA or ESA using these materials, you acknowledge this possibility and agree to this procedure if necessary. In all cases, to the extent permitted, the Custodian will treat your account as being opened on the date your account was opened using the Application provided along with the Disclosure Statement and Agreement.

This Custodial Account Disclosure Statement ("Disclosure Statement") applies to Roth IRAs.

You are receiving this Disclosure Statement for the purpose of ensuring that you are informed and understand the nature of a Roth IRA sponsored by Company Fund (the "Sponsor"), the investment advisor for the Company Fund (the 'Fund"), a registered open-end management investment company. This Disclosure Statement explains the rules governing Roth IRAs.

If you should have any questions, you may contact us at the following address and phone number:

Company Name Address City, State ZIP Phone number

Your Right To Revoke this Roth IRA. If you did not receive this Disclosure Statement at least seven (7) days before your Roth IRA was established, you may revoke this Roth IRA at any time in writing within seven (7) days after the day you established the Roth IRA. To revoke the Roth IRA, you must either mail or deliver a notice of revocation to the address listed above. Oral revocations are not accepted.

If after you have established a Roth IRA and during the period in which you are entitled to revoke the Roth IRA, there becomes effective a material adverse change in the information set forth in the Disclosure Statement or a material change in the Custodial Agreement used in establishing the Roth IRA, you are entitled to revoke your Roth IRA on or before a date not less than seven days after the date on which you receive such amendment under the same revocation procedure set forth above.

If a notice of revocation is mailed, it shall be deemed mailed on the date of the postmark (or if sent by certified or registered mail, the date of certification or registration) if it is so deposited in the mail in the United States in an envelope or other appropriate wrapper, first class postage prepaid and properly addressed. If you revoke your Roth IRA, you are entitled to a return of the entire amount contributed without any adjustment for expenses or market fluctuations.

CONTRIBUTIONS

Contribution Limits. Except in the case of a rollover (described below), the maximum amount that you may contribute to your Roth IRA for any year is the lesser of (i) the Dollar Limit (defined below) applicable to that year or (ii) 100% of your compensation for that year (or the combined compensation of you and your spouse if you file a joint return with your spouse for that year).

Your spouse may also make contributions to his or her Roth IRA up to the lesser of (i) the Dollar Limit applicable to that year or (ii) 100% of your spouse's compensation for that year (or the combined compensation of you and your spouse if you file a joint return with your spouse for that year). You and your spouse may divide the contributions between your Roth IRA and your spouse's Roth IRA in any amounts provided that no more than the applicable Dollar Limit is contributed to either Roth IRA and provided that the total contributions to both Roth IRAs do not exceed the combined compensation of you and your spouse for the year.

Note that any contribution you make to your Traditional IRA for a year will reduce the maximum Roth IRA contribution for the year (described below). You may contribute to a Roth IRA even if you are older than age 70 ½.

Dollar Limit. The Dollar Limit for 2014 is \$5,500. For years after 2014, the Dollar Limit will be indexed to the cost-of-living. If you are age 50 or older by the last day of the year, the Dollar Limit is increased by a catch-up contribution in the amount of \$1,000.

Repayment of Distribution Received During Active Military Duty. If you receive a distribution from your Traditional IRA during a period of active military duty, as further described under the heading "Penalty Tax for Premature Distribution", you may repay the distribution during the two-year period beginning on the day after the end of your active military duty. Such repayment will not count against your contribution Dollar Limit for the year of repayment.

Compensation. For purposes of the Roth IRA contribution limits described above, compensation means amounts required to be reported on Form W-2, other than amounts attributable to distributions from non-tax-qualified retirement plans, including wages, salary, commissions, bonuses, tips, self-employment income and any amounts includable in income as alimony or separate maintenance payments, but does not include income from interest, dividends or other earnings or profits from property, or amounts not includable in gross income. Foreign earned income and unemployment compensation are not included in compensation for purposes of the Roth IRA contribution limits.

Contribution Eligibility. You may or may not be permitted to make the maximum contribution described above for a year depending upon your modified adjusted gross income ("AGI") or, if you are married and file a joint federal income tax return, the combined modified AGI of you and your spouse, for the year, as shown in the chart below:

MARRIED Filing Jointly

Modified AGI Eligibility to Make Contribution

Up to and including \$181,000 Full contribution

Between \$181,000 and \$191,000 Contribution decreases as income rises

\$191,000 or over No contribution permitted

SINGLE

(or married, filing separately and living apart from spouse the entire year)

Modified AGI Eligibility to Make Contribution

Up to and including \$114,000 Full contribution

Between \$114,000 and \$129,000 Contribution decreases as income rises

\$129,000 or over No contribution permitted

If you are married, file a separate return and live with your spouse at any time during the year, your eligibility to make a contribution to your Roth IRA will be phased out if your modified AGI is between \$0 and \$10,000.

If you are entitled to a partial contribution for a year, the amount that you are entitled to contribute is determined by multiplying the maximum contribution for the year by a fraction, the numerator of which is your modified AGI (or the modified AGI of you and your spouse if you are married and file a joint return) in excess of the modified AGI limit for a full contribution (as shown in the chart above) and the denominator of which is \$10,000 (\$15,000 if you are single or you are married, file a separate return and live apart from your spouse the entire year), and then rounding the result to the next lowest \$10, but no less than \$200.

For example, if you are single, your modified AGI is \$117,000, and you are under age 50, you may contribute up to \$3,333 to your Roth IRA:

· Determine modified AGI in excess of full contribution limit:

Modified AGI \$119,000 less Full deduction limit: \$114,000 Excess: \$ 5,000

Multiply maximum contribution by Excess/\$ 15,000:

\$5,000 x \$5,000/\$15,000 = \$3,333

For purposes of the contribution limits, modified AGI is AGI with the following amounts added back: any student loan interest deduction, any savings bond excluded interest, employer-paid adoption expenses, any foreign-earned income exclusion, any foreign house exclusion or deduction, and any qualified tuition and related expense deduction.

Contribution Deadline. Contributions for a year must be made no later than the due date of your tax return for the year, not including any extensions (generally April 15 of the following year). If you make a contribution between

January 1 and your tax return due date and you do not specify whether the contribution is made for the current year or the prior year, UMB Bank (the "Custodian") will treat it as a contribution for the current year.

Rollover Contributions and Transfers. All or a portion of certain distributions to you from another Roth IRA may be rolled over tax-free into your Roth IRA within 60 days after your receipt of the distribution. Rollovers from other Roth IRAs are limited to one per 12-month period. You may also transfer all or a portion of the balance in another Roth IRA directly to your Roth IRA in a tax-free trustee-to-trustee transfer. There is no limit on the number of trustee-to-trustee transfers that may be made from other Roth IRAs.

Strict requirements must be met to qualify for tax-free rollover treatment. Rollover treatment must be elected in writing. You should consult your personal tax advisor i1 connection with rollovers to and from your Roth IRA.

Form of Contribution. All contributions to your Roth IRA, other than rollover contributions, must be in cash.

Recharacterizations. You may recharacterize a regular Roth IRA contribution for a year as a Traditional IRA contribution for that year. Similarly, you may recharacterize a Traditional IRA contribution for a year as a Roth IRA contribution if you are eligible to contribute to a Roth IRA for that year. In either case, the election to recharacterize must be made and the contribution (and any earnings thereon) must be transferred to the new IRA within six months after the due date of your federal income tax return or, if later, the extended due date of your federal income tax return.

Roth IRA Conversions. If you are single, or if you are married and file a joint income tax return (or, effective beginning in 2010, if you are married and file a separate return), you may convert all or part your Traditional IRA to a Roth IRA (other than a required minimum distribution) at any time. The conversion may be completed by receiving a distribution from your Traditional IRA and rolling it over to a Roth IRA within 60 days of the distribution, by direct transfer to a Roth IRA or by redesignating your existing Traditional IRA as a Roth IRA. Upon conversion, you must report the taxable portion of the amount converted as taxable income on Form 8606. The 10% penalty tax applicable to distributions before age 59 ½ does not apply to a conversion.

If you make a contribution to a Roth IRA by means of the conversion of a Traditional IRA to a Roth IRA, the conversion contribution to the Roth IRA may be recharacterized as a Traditional IRA contribution in accordance with the recharacterization rules described above. However, once you recharacterize a Roth IRA conversion contribution as a Traditional IRA contribution, you may not reconvert that amount to a Roth IRA before the beginning of the next taxable year or, if later, the end of the 30-day period beginning on the date of the recharacterization.

Contributions are Nondeductible. Contributions to your Roth IRA are not deductible.

Tax Credit. You may be eligible for a federal income tax credit in an amount equal to a percentage of your annual "Eligible Retirement Plan Contributions." This percentage varies from 10% to 50% depending upon your tax filing status and annual adjusted gross income. Joint filers with AGI over \$60,000, heads of household with AGI over \$45,000 and all other filers with AGI over \$30,000 are not eligible for the tax credit. These figures are indexed to the cost-of-living after 2014. Your Eligible Retirement Plan Contributions include all contributions to a Traditional or Roth IRA as well as all elective deferral contributions under a 401(k) plan, a 403(b) plan, a government deferred compensation plan under Section 457 of the Internal Revenue

Code, a SIMPLE IRA, a SEP-IRA, and all voluntary after-tax contributions to a qualified plan, net of certain retirement plan distributions. The tax credit is in addition to any deductions available to you for your Traditional IRA contributions.

INVESTMENT AND HOLDING OF CONTRIBUTIONS

Contributions to your Roth IRA, and the earnings thereon, are invested in shares of the Fund and made available as an investment, as shown on the Account Application ("Application"). The assets in your account are held in a custodial account exclusively for your benefit and the benefit of such beneficiaries as you may designate in a written notice delivered to the Custodian. The balance in your Roth IRA represents a separate account that is clearly identified as your property and generally may not be combined for investment with the property of another individual. Your right to the entire balance in your account is nonforfeitable.

You control the investment and reinvestment of contributions to your Roth IRA. No part of the assets of your account may be invested in life insurance contracts. Investments in collectibles, such as works of art, metals, gems, rugs, antiques, coins, stamps, or alcoholic beverages, are treated as distributions from your Roth IRA. Investments must be in the Fund. You direct the investment of your Roth IRA by giving your investment instructions to the Fund. Since you control the investment of your Roth IRA, you are responsible for any losses; neither the Custodian nor the Fund or their respective agents have any responsibility for any loss or diminution in value occasioned by your exercise of investment control. Transactions for your Roth IRA will generally be at the applicable public offering price or net asset value for shares of the Fund next established after the Fund (whichever may apply) receives proper investment instructions from you; consult the current prospectus for the Fund for additional information.

Before making any investment, read carefully the current prospectus for the Fund you are considering as an investment for your Roth IRA. The prospectus will contain information about the Fund's investment objectives and policies, as well as any minimum initial investment or minimum balance requirements and any sales, redemption or other charges.

Because you control the selection of investments for your Roth IRA and because mutual fund shares fluctuate in value, the growth in value of your Roth IRA cannot be guaranteed or projected.

DISTRIBUTIONS FROM YOUR ROTH IRA

During Your Life. You may withdraw from your Roth IRA at any time; you are not required to begin receiving distributions from a Roth IRA during your lifetime. If you elect to begin receiving distributions during your lifetime, the distributions may be in the form of a single payment or, in accordance with regulations, in monthly, quarterly, or annual payments over your life, the joint lives of you and your designated beneficiary, or over a certain period not extending beyond your life expectancy or the joint life and last survivor expectancy of you and your designated beneficiary.

After Your Death. If you die before the entire balance of your account has been distributed to you, the general rule is that the entire remaining account balance must be distributed by December 31 of the year in which the 5th anniversary of your death occurs. However, distribution need not be made within this 5-year period if your beneficiary is an individual and receives payments over a period measured by his or her life expectancy beginning no later than December 31 of the year following the year in which you die. If the beneficiary is your spouse, those installment payments do not have to begin until the later of December 31 of the year following the year in which you die or December 31 of the year in which you would have reached age 70 ½.

In addition, the above distribution rules will not apply if your spouse is your beneficiary and he or she treats the entire interest in the Roth IRA (or remaining part of such interest if distribution has already begun) as his or her own Roth IRA, subject to the regular Roth IRA distribution requirements. In such a case, your spouse will be considered to be the Depositor under the Roth IRA. If you die before the entire Roth IRA has been distributed to you and your spouse is not your beneficiary, no additional cash contributions or rollover contributions may be accepted by the Custodian.

INCOME AND PENALTY TAXES

Income Tax Treatment. Distributions from your Roth IRA that represent a return of your contributions are not taxable. To the extent that your Roth IRA contains contributions and earnings, all distributions will be treated as a return of your contributions until all contributions have been distributed. Only then will distributions be treated as distributions of earnings. Distributions of earnings will be taxed as ordinary income in the year they are received unless they are "qualified distributions," as discussed below.

A distribution from a Roth IRA will be a qualified distribution, and therefore not taxable upon distribution, if:

Five-year holding period. The distribution is made after the five-taxable- year period beginning with the taxable year in which you first contributed to your Roth IRA; and

Qualified Purpose: The distribution is:

Age 59 1/2. Made on or after the date you attain age 59 1/2;

Death. Made to your beneficiary or estate on or after your death;

Disability. Attributable to your being disabled; or

First-time Homebuyer Expenses. Used within 120 days of the date the distribution is received to pay first-time homebuyer expenses. First time homebuyer expenses, in general, include the costs of acquiring, constructing, or reconstructing an individual's principal residence, subject to a lifetime dollar limit of \$10,000, as long as the individual for whom the expenses are paid did not own a principal residence for the two prior years. The distribution can be used for the expenses of the Roth IRA account holder, the account holder's spouse, or any child, grandchild or ancestor of the account holder or the account holder's spouse.

Taxable distributions from your account are taxed as ordinary income regardless of their original source. Roth IRA distributions do not qualify for capital gain treatment, nor are they eliqible for special tax treatment that may apply to lump sum distributions from qualified employer plans.

Penalty Tax for Premature Distributions. Your Roth IRA is intended to provide income for you upon retirement. Accordingly, the law generally imposes a penalty on premature distributions. If you receive a taxable distribution from the Roth IRA before reaching age 59 ½, generally, a nondeductible 10% tax penalty will be imposed on the portion of the distribution that is included in your gross income. This penalty is in addition to any income tax that you must pay on the distribution itself. The penalty does not apply to the extent that the distribution is considered a return of contributions or a return of an excess contribution that is permitted tax-free (see below). The penalty also will not apply if the distribution is made due to your permanent disability or death, if the distribution is one of a series of substantially equal periodic payments made over your life (or life expectancy) or over the joint lives (or life expectancies) of you and your beneficiary. Further, the penalty does not apply in the case of a qualifying rollover distribution (described above).

Finally, the penalty will not apply if the distribution (1) does not exceed the amount of your medical expenses that could be deducted for the year (generally speaking, medical expenses paid during a year are deductible to the extent they exceed 7 ½% of your adjusted gross income for the year); (2) subject to certain restrictions, does not exceed the premiums you paid for health insurance coverage for yourself, your spouse and dependents if you have been unemployed and received unemployment compensation for at least twelve weeks; (3) used to pay qualifying first-time homebuyer expenses (described above); (4) used to pay qualified higher education expenses (described below); (5) is a transfer to another Roth IRA pursuant to a decree of divorce or separate maintenance or a written instrument incident to such a decree; or (6) is made during a period of active military duty that began after September 11, 2001, and that is of indefinite duration or for a period of 180 days or longer.

Qualified higher education expenses are tuition, fees, books, supplies, and equipment required for the enrollment or attendance at an eligible educational institution of the Roth IRA account holder, the account holders spouse, or the child or grandchild of the account holder or the account holders spouse. The amount of these expenses is reduced by any amount excludable from income under the rules relating to education savings bonds.

Penalty Tax for Excess Contributions. Contributions to a Roth IRA above the permissible limits are subject to an annual nondeductible excise tax of 6% of the amount of such excess contributions for each year that the excess is not withdrawn or eliminated. If you withdraw the excess amount plus the net earnings attributable to such excess on or before the due date (including extensions) for filing your Federal income tax return for the year for which the contribution was made, the 6% excise tax will not be applied but the 10% tax on premature distributions will be applied to the net earnings if the person has not attained age 59 ½ and is not disabled. Generally, if the excess is withdrawn after the due date (including extensions) for filing your Federal income tax return for the year for which the contribution was made, not only will the excess contribution be subject to the 6% excise tax, but the amount of such excess and the net income attributable to it will also be includable in income; and if you have not attained the age of 59 ½ and are not disabled, you will also be subject to the 10% penalty tax on premature distributions.

As an alternative to withdrawing excess contributions made to a Roth IRA, such amounts may be eliminated by making reduced contributions; however, you will be required to pay the 6% excise tax on the amount of the excess for the year of the contribution and for each subsequent year until the amount of the excess is eliminated in a later year for which you have not contributed the maximum deductible amount.

Prohibited Transactions and Pledging Account Assets. If during any taxable year you engage in a so-called "prohibited transaction" with respect to your Roth IRA, the account will lose its tax-exempt status. In this event, the fair market value of all account assets, valued as of the first day of such taxable year, will be deemed distributed to you and taxable to the extent includable in your gross income. These prohibited transactions would include borrowing money from your account.

If you pledge your account or any portion thereof as security for a loan, such pledged portion will be deemed distributed to you and, to the extent that it does not represent a return of contributions, is includable in your gross income. If you have not yet attained the age of 59 ½ and are not totally and permanently disabled, an additional tax equal to 10% of the amount pledged will be imposed on such funds includable in gross income.

MISCELLANEOUS

Federal Income Tax Withholding. In general, distributions from a Roth IRA to you or your beneficiary are not subject to Federal income tax withholding. You or your beneficiary may, however, elect to have withholding apply.

Federal Estate and Gift Taxes. Generally, your Roth IRA will be included in your estate for Federal estate tax purposes. If your spouse is your beneficiary, your Roth IRA may qualify for a deduction for purposes of that tax. An election under a Roth IRA to have a distribution payable to a beneficiary on the death of the covered individual will not be treated as a gift subject to Federal gift tax.

Reports to the Internal Revenue Service ("IRS"). You are not required to file Form 5329 with the IRS unless you owe one of the Roth IRA penalty taxes. These include the taxes on excess contributions, premature distributions, prohibited transactions and failures to make required minimum distributions after your death.

Financial Information. The growth in value of the mutual fund shares held in your account can be neither guaranteed nor projected.

Custodian Charges. As custodian of your Roth IRA, the Custodian currently charges an annual maintenance fee of \$15.00 per account. The Custodian may change any of its fees from time to time and may pay all or any portion of the fees to the Fund's Transfer Agent or other agents or subcontractors performing services with respect to your Roth IRA. Further information regarding charges in connection with the administration of your Roth IRA is contained in the Application and Fund prospectus.

IRS Approval Status. Your Roth IRA has been approved by the IRS but this determination relates only to form and not to the merits of your account. Further information concerning Roth IRAs can be obtained from any district office of the IRS.