

***TRUST
MANAGEMENT,
INC.***



SELF-DIRECTED IRA

**For Individual Retirement Accounts
and
Simplified Employee Pension Plans**

THE TRUST MANAGEMENT IRA...

YOUR PERSONALIZED SELF-DIRECTED IRA

Yes, now you only need one IRA for the rest of your life!

You no longer need to maintain multiple IRA accounts with numerous financial institutions. You no longer need to incur multiple fees and administrative expenses with multiple IRA accounts. Now with only **One** TRUST MANAGEMENT SELF-DIRECTED IRA account you can combine all your IRA investments for just one low annual maintenance fee.

Whether you choose Government bonds, Corporate bonds, church bonds, mutual funds, stocks, limited partnerships, or other privately-offered investments, you may combine them all into your **One** TRUST MANAGEMENT SELF-DIRECTED IRA account. Each calendar quarter, Trust Management provides a complete statement of your account including all cash and investment activity, as well as current market values for each investment.

You decide when to change or re-direct your investments within your **One** TRUST MANAGEMENT SELF-DIRECTED IRA account to attain your desired investment mix. You may furnish investment direction directly to Trust Management, or through your authorized broker or financial advisor. You can even direct that the income from one investment be invested in another investment to achieve maximum diversification.

ABOUT TRUST MANAGEMENT, INC.:

Trust Management, Inc. is a Fort Worth owned and operated independent trust company founded in 1954. The Texas Department of Banking regularly examines Trust Management to ensure that the company is administering all of the fiduciary accounts according to applicable law and sound fiduciary principles. Trust Management is also subject to annual examinations by independent auditors. The company provides personal attention so that you can maximize your ability to control and manage your IRA assets. Trust Management's experienced personnel are committed to superior service and to serving the needs of our clients. Some of the many benefits include:

- √ Access to friendly, knowledgeable customer service representatives for your technical or service questions
- √ Ability to change your investment portfolio as often as you choose - All purchases and first six sales per year at no fee
- √ Freedom to invest in a wide array of public and private offerings
- √ Automatic investment of dividends/earnings into another investment of your choice
- √ Accurate and timely government reporting for your contributions, rollovers, and withdrawals
- √ Ability to communicate investment directions via recorded phone lines, fax or e-mail.
- √ Easy to read quarterly statements
- √ Two ways to monitor your Trust Management account(s) 24 hours a day, 7 days a week, from the comfort of your own home:
 - Automated voice access to account information by calling our Interactive Voice Response (IVR) System
 - Internet access to your account information and ability to download forms and other account information by logging into our website at www.TMICO.com

PROCEDURES FOR ESTABLISHING A TRUST MANAGEMENT IRA ACCOUNT

1. Complete, sign and date the Adoption Agreement (Pages 3 and 4). (**Note: account cannot be processed without proper signature.**)
2. Write two separate checks, payable to **Trust Management Inc.** for:
IRA Contribution (if making one); and
First year annual fee in the amount of \$37.50 as shown in the fee schedule on page 3 (Section 2) - Any fees owed after 60 days will be billed to the account holder, including late charges.
3. If you desire to have your IRA assets transferred from an existing IRA to your Trust Management IRA, or rolled over directly from an employer-sponsored retirement plan, refer to the instructions on page 5. Then complete and sign the Transfer Request/Direct Rollover Letter on page 6.
4. If your investment instructions include the purchase of a private offering investment, complete and sign the Investor Direction and Certification Form (Page 7). All non-public offerings, including private placements of stock, limited partnership units, and promissory notes must be reviewed for administrative feasibility by Trust Management **prior to** investment and may be rejected for any reason at Trust Management's discretion. Each such product review is subject to a fee as set forth in the Private Placement Review Procedure below.
5. If you desire your initial contribution to be established in connection with a SIMPLIFIED EMPLOYEE PENSION, include a copy of the completed FORM 5305-SEP (Page 9). The original of this form should be retained by the employer.
6. SEND ***all*** completed materials to:

**Trust Management Inc.
PO Box 2288
Fort Worth, Texas 76113**

Upon acceptance of the Custodial Account, Trust Management Inc. will execute the investment instructions provided (if any) and mail a copy of the accepted Adoption Agreement to you, along with your new account number.

Private Placement Administrative Review Procedure

Send all private placement offering documentation, along with a check for the review fee, to Trust Management Inc., Attention: IRA Investment Committee. Offering documentation must be kept on file at Trust Management, and therefore cannot be returned. The private placement review fee is **\$100.00** per private investment to be reviewed. Examples of the types of assets subject to review include the following:

Private Limited Partnerships or REITS
Promissory Notes and Private Offering Corporate Debt
Investment Management Agreements Sponsored by Registered
Investment Advisors or Registered Commodity Trading Advisors

Private Stock Placements
Deeds of Trust
Private Note Participation Offerings
Any other Unregistered Security or Debt

The review performed by Trust Management will be administrative in nature in order to insure that the investment can be serviced by current systems and procedures. This review in no way constitutes a "due diligence" review, and acceptance by Trust Management should not be construed as a favorable opinion as to the prudence or viability of the investment. Review fees for investments rejected by Trust Management will not be refunded. The Administrative Review procedure applies to new purchases as well as to "in-kind" transfers and rollovers of private offerings

For additional assistance in establishing your IRA account or for more information on IRAs in general, you may write to Trust Management, Inc. at the above address or inquire at either of the following numbers:

(817) 335-2933 or (800) 580-2933



TRUST MANAGEMENT, INC.

Individual Retirement Custodial Account Adoption Agreement

IRA ACCOUNT HOLDER

IRA CUSTODIAN'S NAME, ADDRESS & PHONE

Last	First	MI
Street Address		Apt/Suite
City	State	Zip

Trust Management, Inc. (817) 335-2933
P O Box 2288 www.tmico.com
Fort Worth, TX 76113-2288

Social Security No.	Date of Birth	Home Phone	Business Phone	E-Mail Address
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Driver's License or Photo ID #	Contribution Date	Contribution Amount	Contribution Type	Tax Year
<i>(Provide an attached copy)</i>			<input type="checkbox"/> Regular or Spousal <input type="checkbox"/> SEP (Simplified Employee Pension) <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover (Retirement or Employer Plan)	

OPTIONAL APPOINTMENT OF DESIGNATED REPRESENTATIVE AND DEALER IDENTIFICATION

I appoint the person(s) shown below as my Designated Representative, pursuant to Section 9.4 of the Trust Management, Inc., ("TMI") Individual Retirement Custodial Account Agreement, to give investment directions on my behalf until TMI has received my written Notice to Revoke My Appointment, and I authorize TMI to pay for or receive payment from any investment transactions communicated by my Designated Representative, as indicated by broker confirmations of trade or other requests for payment received by TMI and to provide any and all information on my account to my Designated Representative and the Broker/Dealer named below. I understand that all instruction, direction, and/or confirmations received from my Designated Representative or his Broker/Dealer shall be assumed by TMI to have been authorized by me.

Designated Representative's Name: _____ Phone #: _____

Broker/Dealer Firm Name: _____

DESIGNATION OF BENEFICIARY(IES)

My primary and/or contingent beneficiary(ies) are shown below. If neither primary nor contingent is indicated, they shall be deemed a primary beneficiary. Multiple primary beneficiaries with no share percentage will be deemed to share equally in IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally. The interest of any beneficiary who dies before me shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA.

No.	Name and Address	Date of Birth	Social Security Number	Relationship	Primary/Contingent
1.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent %
2.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent %
3.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent %

OPTIONAL AUTHORIZATIONS (Select only those items you wish to authorize)

A. Telephone Authorization

I authorize Trust Management to honor telephone transaction requests from me or my Designated Representative listed above for my Account. My Social Security Number will be required as verification before any requests will be accepted. I understand and agree that Trust Management will not be liable for any loss, expense or cost arising out of any requests affected hereunder. **(Note: This authorization applies only to investment directions given to Trust Management. It does not automatically authorize telephone exchange or redemption privileges for any investment.)**

Telephone Authorization automatically applies **UNLESS** this box is checked. Check this box only if you **DO NOT** want telephone authorization.

B. Payment of Annual Custodial Fees

Annual Custodial Fees for my IRA should be (check one box only):

- Invoiced to me annually at the above address; or
- Automatically withdrawn from the assets of my IRA Account

(NOTE: If no option is chosen above, Trust Management will assume automatic withdrawal of annual Custodial Fees from the Account. The Account holder will be responsible for any fee deficiency should the Account be illiquid or have insufficient funds to cover the fees. Trust Management reserves the right to charge a \$5.00 extra processing fee per month for illiquid or insufficient account.)

Spousal Consent (Married Accountholder with Primary Beneficiary Other Than Spouse)

CURRENT MARITAL STATUS

- I am Not Married. I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiary form.
- I am Married. I understand that if I choose to designate a primary beneficiary other than my Spouse, my Spouse must sign below.
- I am the Spouse of the IRA account holder named above. I agree to my Spouse naming a Primary Beneficiary other than myself. I acknowledge that I have received a fair and reasonable disclosure of my Spouse's property and financial obligations. I have been advised to see a tax professional and no tax or legal advice was given to me by TMI. I acknowledge that I shall have no claim whatsoever against Trust Management, Inc., for any payment to my Spouse's named Beneficiary(ies).

Spouse's Signature: _____ Date: _____

Spouse's Printed Name: _____

CUSTODIAL FEES

ROLLOVER ACCOUNT REGISTRATION

The annual maintenance fee is payable in advance for the year. On each annual anniversary date of the IRA, you will be billed for the upcoming year.

Activity	Fee
Set-up Fee	\$25.00
Standard Annual Maintenance Fee (Church Bonds, Mutual Funds, and investments traded on public exchanges)	\$45.00
Non-Standard Annual Fee (all other investment types)	\$55.00
Distribution Fee	\$5.00
Partial Rollover or Transfer	\$15.00 per asset
Federal Withholding Fee	\$5.00 each
Return of Excess Contribution	\$10.00
Return Check or Stop Payment	\$25.00
Photocopies	\$10.00
Wire Transfers	\$25.00
Cash Management Sweep Fee	.55% per Annum on Undirected Cash Balance
Termination Fee	½ of 1% (.005) highest period 12-month balance Minimum fee \$25.00 Maximum fee \$250.00

Complete this section if you checked "Rollover" on the first page of this Adoption Agreement

This Rollover Contribution is the result of:

- Proceeds which I have actually or constructively received from a qualified pension or profit sharing plan, a 403(b) plan or another IRA
- Direct Rollover from the Trustees of a qualified employer retirement plan. (Please attach completed Transfer Request/Direct Rollover Letter, Page 5)

I hereby certify that the cash and/or in-kind transfer of assets which I deposit as a Rollover Contribution meets all of the requirements for an eligible rollover contribution under applicable law. I further certify that, if I have had constructive receipt of funds or property as indicated by checking "Rollover", that this rollover is being made within 60 days of my receipt of same. I acknowledge that my designation of this account as a "Rollover IRA" is irrevocable, unless I later determine that all or any portion of the assets deposited are an excess contribution.

I understand that if I ever elect to combine regular annual IRA contributions, accumulated regular IRA contributions, or employer Simplified Employee Pension (SEP) plan contributions with funds rolled over from a qualified plan, I forfeit the right to subsequently roll this IRA into another qualified retirement trust. I understand that Trust Management, Inc. will not monitor the nature of contributions to my Account, and has no duty to question my actions should I combine rollover IRA assets with regular contribution IRA assets. I here-by hold harmless Trust Management, Inc. from any liability for any financial loss, damage, or injury which I may sustain as a result of combining rollover and regular contribution IRA Assets.

SIGNATURES

By signing below, the undersigned hereby makes the following representations:

(i) I appoint Trust Management, Inc. ("TMI") as Custodian of the Account(s), acknowledge that I have read the Trust Management, Inc., Individual Retirement custodial Account Agreement and Disclosure Statement on the Date of this Application, and agree to be bound by the terms and conditions therein; (ii) I understand and acknowledge that my Account is self-directed and that I am solely responsible for the selection, management, and retention of all investments held within my Account; (iii) I understand that TMI is not a "fiduciary" for my Account as such term is defined in the Internal Revenue Code, ERISA, or any other applicable federal or state laws, that TMI has no responsibility to question any investment directions given by me or my Designated Representative regardless of the nature of the investment, that TMI does not review the prudence, viability or merits of any investment or whether the investment is acceptable under ERISA, the Internal Revenue code, or any other applicable federal, state, or local laws and I understand that I should have all investments reviewed by my attorney and/or tax advisor; (iv) I understand that TMI is in no way responsible for providing investment advice, monitoring the performance of account investments or for the performance of any investment product in the Account; (v) I understand that my Designated Representative is my agent, that neither my Designated Representative nor any other broker or financial representative who may have suggested that I appoint MTI as custodian for my IRA is in any way an agent, employee, or representative of TMI and that TMI is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any other financial representative; (vi) I understand that investments within my Account are neither FDIC-insured nor guaranteed in any way by TMI and that such investments may lose value; (vii) I consent to TMI's fees as specified in this Adoption Agreement, and any amendments made thereto; (viii) I agree to promptly give instructions to TMI necessary to enable TMI to carry out its duties under the Custodial Agreement; (ix) I represent that whenever information as to any taxable year is required to be filed with the Internal Revenue Service, I will file such information with the Internal Revenue Service unless TMI affirmatively agrees to file such information; (x) I understand that if TMI receives funds from any source, including contributions, transfers, rollovers, or income from any asset of the custodial account for which there is no investment direction on file, TMI is authorized and directed to place such funds in an interest bearing instrument, trust deposit, or common investment fund, including deposits with or common investment funds, of TMI or an affiliate of TMI until further investment direction is received; (xi) I agree to indemnify and hold Trust Management harmless from all loss, cost and exposure in its reliance upon any certificate, notice, confirmation, instruction, or other written or oral (if so elected) communication purporting to have been delivered at my direction on behalf of my retirement plan by my Designated Representative or brokerage firm. TMI shall not be held liable for any loss or breach of any kind which may result from any action that it takes in good faith in accordance with such certificate, notice, confirmation, instruction or other communication; and (xii) **I understand and agree that all claims and disputes of every type and matter which may arise between me and TMI shall be submitted to binding arbitration as provided in Section 17.5 of the Trust Management, Inc., Individual Retirement Custodial Account Agreement.**

Signature: _____

Date (Required) _____

Custodian Acceptance: Trust Management, Inc.

By: _____ Date _____
Trust Officer

INSTRUCTIONS FOR TRANSFERRING AN EXISTING IRA OR INITIATING A DIRECT ROLLOVER TO YOUR TRUST MANAGEMENT IRA

Please refer to the TRANSFER REQUEST/DIRECT ROLLOVER LETTER on the reverse side of this page and follow the instructions below. Please complete a separate TRANSFER REQUEST/DIRECT ROLLOVER LETTER for each account you wish to transfer. You may photocopy this blank form (prior to completing it) if more than one form is needed.

1. Complete the date in the space provided.
2. Write the name, address, and telephone number of your current trustee, custodian, or plan administrator.
3. Then fill in the account number, name, and description of the account you are transferring to Trust Management.
4. Next, choose the appropriate type and form of transfer/direct rollover by completing Section 4. "Liquidate" means that the asset(s) will be sold and the proceeds sent to Trust Management. "Re-registered" means that the asset(s) will **not** be sold, but will simply be reregistered to your Trust Management IRA account. If re-registration is desired, please be sure to list all assets to be re-registered in the spaces provided. **A copy of a recent statement (dated within 6 months) from your current trustee, custodian, or plan administrator is required.**
5. Sign the transfer request in Section 5 and write your Social Security Number in the space provided. If your current trustee/custodian/plan administrator requires a signature guarantee, one should be obtained from an authorized member of the Securities Transfer Agents Medallion Program (STAMP). Check with your local bank or broker/dealer to see if they offer this service and are members of STAMP.
*Note: a notary public is **not** acceptable.*
6. Send the completed transfer request form along with a copy of your most recent statement to **Trust Management Inc.** If you do not have an IRA account already established with Trust Management, this form must be accompanied by a completed IRA Adoption Agreement (found on pages **3 and 4** of this booklet) and payment of *your fees*.

Trust Management will attach our signed letter of acceptance and mail the request to your current trustee/custodian/plan administrator. Please note that some transfers may take from two weeks to several months to complete. Trust Management will follow up with the request until the transfer has been completed.

If your current trustee/custodian/plan administrator sends any additional paperwork to you to complete, please do so promptly and return to them. In addition, please send a copy of this paperwork to Trust Management.



TRUST MANAGEMENT, INC.
Transfer Request/Direct Rollover
Contribution Form
 (TMICO, is not ACAT-eligible)

 Name of Present Trustee, Custodian or Employer Plan

 Address where this request should be mailed

City _____ State _____ Zip _____ Phone _____

Account Number _____ Name as it appears on current account _____ Social Security Number _____

NOTE: A statement dated within 6 months must accompany this form. Your request will not be processed if the statement is not included

PLEASE SELECT ONLY ONE OPTION FROM THE FOLLOWING:

I. Transfer an Existing IRA

- Transfer my entire account In-Kind. Note: Money market funds may not be transferred in-kind, they must be liquidated.
- Liquidate all assets and transfer cash to my Trust Management, Inc., IRA account.
- Transfer only cash. Please transfer All cash in my existing account or Cash in the amount of \$ _____
- Transfer only the assets listed below. If there are more than 3 assets, attach a signed and dated addendum to this form.

Quantity Being Transferred (All, # of Shares, or \$Amount)	Describe Assets Being Transferred (Fund Name, Security, or other Asset)	Instructions (Check only one box for each asset)
		<input type="checkbox"/> Liquidate or <input type="checkbox"/> In-Kind
		<input type="checkbox"/> Liquidate or <input type="checkbox"/> In-Kind
		<input type="checkbox"/> Liquidate or <input type="checkbox"/> In-Kind

II. Annuities I understand that applicable surrender and/or penalty charges may be deducted and are authorized by my signature below.

- Change of ownership and beneficiary. Annuitant information should remain the same.
- Surrender the entire annuity. The original policy or a statement is attached.
- Partial surrender of \$ _____

III. Direct Rollover from a Qualified Plan

Check with your plan administrator to see if additional forms are needed.

- 100% of my vested benefit
- _____% of my vested benefit
- the following amount \$ _____

INSTRUCTIONS TO RESIGNING TRUSTEE/CUSTODIAN:
PLEASE RE-REGISTER ASSETS AND/OR
MAKE ANY CHECKS PAYABLE AS FOLLOWS:

DELIVERY INSTRUCTIONS:

TMICO, Custodian FBO: _____ IRA # _____ P O Box 2288 (817) 335-2933 Fort Worth, TX 76113-2288 Tax ID #75-2707772	<input type="checkbox"/> Send Overnight delivery to Trust Management Via: _____FedEx _____UPS _____Airborne _____USPS Express Mail 3 rd Party Billing Account # _____
	<input type="checkbox"/> Wire Funds <input type="checkbox"/> Other _____

This transfer of assets is to be executed from fiduciary to fiduciary in such a manner that will not place me in actual or constructive receipt of all or any part of my assets. If I have attained age 70 1/2 during the year, I understand IRS regulations require that my current trustee distribute or withhold from this transfer any amount which may be required to be paid to me as a Required Minimum Distribution. I further assume that Trust Management, Inc. will assume that all required distributions are satisfied prior to the transfer.

Signature: _____ Date _____

Signature Guarantee
 Your resigning trustee/custodian may require your signature be guaranteed by a Medallion Program member.

Acceptance by Trust Management, Inc.: (to be completed by Trust Management, Inc.)

Trust Management, Inc., has established an Individual Retirement Account for the above-named individual and agrees to accept the assets listed above. This acceptance is not to be construed as validation of any rollover or conversion contribution, if any. Trust Management, Inc., (Tax ID #75-2707772) is exempt from backup withholding as described in section 3406 (a)(1)(c) of the Internal Revenue Code.

Date: _____ By: _____ Authorized Signatory for Trust Management, Inc.



TRUST MANAGEMENT, INC.

Investor Direction And Certification

For Private Offering Investment Purchases Only

To avoid processing delays, please complete all information in its entirety.

ACCOUNT HOLDER NAME: _____
 ACCOUNT NO.: _____
 INVESTMENT TO BE PURCHASED: _____
 AMOUNT OF PURCHASE \$ _____
 NO. OF UNITS _____
 TYPE OF INVESTMENT: _____

STOCK
 LIMITED PARTNERSHIP
 MORTGAGE/PROMISSORY NOTE
 OTHER – Specify: _____

I understand that Trust Management does not monitor whether there is UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper 990-T tax form and forward it to Trust Management, along with authorization to pay the tax from my Account.

- 9. Trust Management shall have no duty or responsibility to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, nor shall Trust Management be required to monitor the acts of any paid consultant to whom Trust Management may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative;
- 10. I understand that, if Trust Management cannot obtain an annual market valuation on any asset, Trust Management shall carry forward the last known value, if available, or report the asset valuation at acquisition cost;
- 11. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of the Investment(s); and

I direct Trust Management Inc. ("Trust Management") to execute the purchase of the abovenamed privately offered Investment for the benefit of my self-directed Retirement Account. In directing this purchase, I hereby make the following certifications pursuant to Article IX of the Trust Management Inc. Individual Retirement Custodial Account Agreement

- 1. I have read and understand all offering information pertaining to the purchase of this Investment(s), and I meet any and all suitability requirements of the offering;
- 2. My Trust Management IRA Account has sufficient liquid funds to make the initial purchase. If the Investment(s) contain a provision for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by the Account to the extent authorized in payment instructions from me or my Designated Representative, and may reduce or exhaust the value of the entire IRA Account. I further agree to indemnify Trust Management for any and all payments or assessments which may result from holding the Investment(s) within the Account, and further agree that Trust Management shall be under no obligation whatsoever to extend credit to the Account or otherwise disburse payment beyond the cash balance of the Account for any payment or assessment related to the Investment(s);
- 3. I understand that I retain all responsibilities and duties for the purchase, management, and retention of Investment(s) to the exclusion of Trust Management, pursuant to my power as "Settlor" under Section 114.003 of *The Texas Trust Code*;
- 4. If the Investment(s) contain administrative and management requirements or duties beyond Trust Management's capabilities or expertise to provide, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to Trust Management for execution on behalf of my self-directed Retirement Account;
- 5. Trust Management shall have no responsibility to notify me or forward to me any notices, proxies, assessments or other documents received by Trust Management on behalf of the Investment(s) unless I or my Designated Representative so request each such document in writing;
- 6. I agree to furnish payment instructions to Trust Management regarding any invoice, assessment, fee or any other disbursement notification received by Trust Management on behalf of the Investment(s), and Trust Management shall have no duty or responsibility to disburse payment until such instructions are received from me or my Designated Representative;
- 7. If the Investment to be purchased is a promissory note, including a deed of trust note, mortgage note or privately-offered corporate debt, I agree to enter into a Note Servicing Agent Agreement with a third-party Agent, on a form acceptable to Trust Management, in order to administer the terms of Note on behalf of my Account. Should my Agent ever become unwilling or unable to perform the duties outlined in the Note Servicing Agent Agreement, I understand that all duties of the Agent revert to me until I name a successor Agent.
- 8. If the Investment to be purchased is a limited partnership, I understand that such an investment may generate Unrelated Business Taxable Income, or "UBTI." I further understand that if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, that a 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my Account.

- 12. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under Internal Revenue Code Section 4975. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction depends on the facts and circumstances surrounding this purchase. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and have determined among other things, that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code Section 4975, and that the offering entity or any affiliate thereof, is neither a "disqualified person" (as defined in Section 4975(e)(2) of the Internal Revenue Code) nor a "party in interest" (as defined in Section 3(14) of ERISA).

I understand that, should my IRA engage in a prohibited transaction, a taxable distribution equal to the fair market value of my account will result. I further understand that if such a deemed distribution takes place prior to my attaining age 59½, an additional 10% premature distribution excise tax may be imposed.

I ACKNOWLEDGE THAT I HAVE SOLE RESPONSIBILITY FOR DIRECTING THE INVESTMENT OF MY ACCOUNT, AND THE ADMINISTRATIVE REVIEW PERFORMED BY TRUST MANAGEMENT ON THE ABOVE OFFERING WAS SOLELY TO DETERMINE THAT THE INVESTMENT IS ADMINISTRATIVELY FEASIBLE FOR TRUST MANAGEMENT TO HOLD FOR THE BENEFIT OF MY ACCOUNT. I FURTHER ACKNOWLEDGE THAT THIS REVIEW WAS NOT A DUE DILIGENCE REVIEW, AND THAT TRUST MANAGEMENT HAS NOT RENDERED ANY INVESTMENT ADVICE, NOR HAS TRUST MANAGEMENT EXPRESSED ANY OPINION AS TO THE PRUDENCE OR VIABILITY OF THE INVESTMENT. I AGREE TO HOLD TRUST MANAGEMENT INC. HARMLESS FROM ANY LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE WHICH MAY OCCUR AS A RESULT OF THE EXECUTION OF THIS INVESTMENT DIRECTION AND CERTIFICATION.

Account Holder

Date

WHAT IS A SIMPLIFIED EMPLOYEE PENSION?

A Simplified Employee Pension (SEP) is a plan which, subject to certain conditions, enables an employer to make deductible contributions to its employees' IRAs. If the plan meets the SEP requirements, the employer may deduct up to the lesser of \$30,000 or 15% of the employee's compensation for amounts contributed to the IRA by the employer. In addition, an employee may make his or her own contributions to the IRA, up to the lesser of \$2,000 or 100% of compensation, and be entitled to a deduction for such contribution as well as his or employer's contribution.

The following is a general description of the requirements of a Simplified Employee Pension:

1. The employer makes contributions to Individual Retirement Accounts for all of his employees who have (a) attained age twenty-one (21) and (b) performed service during at least three of the five preceding calendar years.
2. The contributions must bear a uniform relationship to the total compensation of each employee. The contributions may not discriminate in favor of officers, 10% shareholders, self-employed or highly compensated individuals.
3. Only the first \$150,000 (indexed for inflation) of compensation may be taken into account in determining the amount of employer contribution.
4. The contributions must be 100% vested when made, and the employer may make no restrictions on withdrawal from the IRAs.
5. The contributions must be made under a written allocation formula specifying the requirements for participation in the allocation and the method of computing the allocation. Contributions must be made no later than the due date of the employer tax return, plus extensions.
6. The regular individual retirement plan tax rules generally govern the IRA of each employee except that the dollar limitation on deductibility of contributions is increased to \$30,000. Also, the employee can make his own contributions to the IRA (up to the lesser of \$2,000 or 100% of compensation).

When the requirements of the Simplified Employee Pension are met, the employer will be entitled to a tax deduction for contributions not exceeding 15% of the compensation paid to his employees during the calendar year ending with or within the taxable year. The employee will not be required to include the amount of the employer's contribution to his IRA in computing his gross income for tax purposes.

An employer establishing a SEP Plan will be responsible for certain administrative tasks, including determination of eligible employees and calculation of contributions for each participant. Trust Management does not perform any of these employer administrative functions, nor does it offer such services at an additional fee. Trust Management's responsibility shall be limited to the custodial duties associated with any participant IRAs established with Trust Management under the Plan.

An employer may establish a Simplified Employee Pension by executing an Agreement on IRS Form 5305-SEP, which is included in this booklet and which describes in more detail the characteristics and requirements of a Simplified Employee Pension. A copy of IRS Form 5305-SEP must be given to each covered employee.

**Simplified Employee Pension—Individual
Retirement Accounts Contribution Agreement****(Under section 408(k) of the Internal Revenue Code)****Do not file
with the Internal
Revenue Service**

_____ makes the following agreement under section 408(k) of the Internal Revenue Code and the instructions to this form.
(Name of employer)

Article I—Eligibility Requirements (check applicable boxes—see instructions)

The employer agrees to provide discretionary contributions in each calendar year to the individual retirement account or individual retirement annuity (IRA) of all employees who are at least _____ years old (not to exceed 21 years old) and have performed services for the employer in at least _____ years (not to exceed 3 years) of the immediately preceding 5 years. This simplified employee pension (SEP) includes **does not** include employees covered under a collective bargaining agreement, includes **does not** include certain nonresident aliens, and includes **does not** include employees whose total compensation during the year is less than \$450*.

Article II—SEP Requirements (see instructions)

The employer agrees that contributions made on behalf of each eligible employee will be:

- A.** Based only on the first \$205,000* of compensation.
- B.** The same percentage of compensation for every employee.
- C.** Limited annually to the smaller of \$41,000* or 25% of compensation.
- D.** Paid to the employee's IRA trustee, custodian, or insurance company (for an annuity contract).

Employer's signature and date_____
Name and title**Instructions**

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

Purpose of Form

Form 5305-SEP (Model SEP) is used by an employer to make an agreement to provide benefits to all eligible employees under a simplified employee pension (SEP) described in section 408(k).

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

For more information on SEPs and IRAs, see Pub. 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans), and Pub. 590, Individual Retirement Arrangements (IRAs).

Instructions to the Employer

Simplified employee pension. A SEP is a written arrangement (a plan) that provides you with an easy way to make contributions toward your employees' retirement income. Under a SEP, you can contribute to an employee's traditional individual retirement account or annuity (traditional IRA). You make contributions directly to an IRA set up by or for each employee with a bank, insurance company, or other qualified financial institution. When using Form 5305-SEP to establish a SEP, the IRA must be a Model traditional IRA established on an IRS form or a master or prototype traditional IRA for which the IRS has issued a favorable opinion letter. You may not make SEP contributions to a Roth IRA or a SIMPLE IRA. Making the agreement on Form 5305-SEP does not establish an employer IRA described in section 408(c).

When not to use Form 5305-SEP. Do not use this form if you:

1. Currently maintain any other qualified retirement plan. This does not prevent you from maintaining another SEP.
2. Have any eligible employees for whom IRAs have not been established.
3. Use the services of leased employees (described in section 414(n)).
4. Are a member of an affiliated service group (described in section 414(m)), a controlled group of corporations (described in section 414(b)), or trades or businesses under common control (described in sections 414(c) and 414(o)), unless all eligible employees of all the members of such groups, trades, or businesses participate in the SEP.
5. Will not pay the cost of the SEP contributions. Do not use Form 5305-SEP for a SEP that provides for elective employee contributions even if the contributions are made under a salary reduction agreement. Use Form 5305A-SEP, or a nonmodel SEP.

Note. SEPs permitting elective deferrals cannot be established after 1996.

Eligible employees. All eligible employees must be allowed to participate in the SEP. An eligible employee is any employee who: (1) is at least 21 years old, and (2) has performed "service" for you in at least 3 of the immediately preceding 5 years. You can establish less restrictive eligibility requirements, but not more restrictive ones.

Service is any work performed for you for any period of time, however short. If you are a member of an affiliated service group, a controlled group of corporations, or trades or businesses under common control, service includes any work performed for any period of time for any other member of such group, trades, or businesses.

Excludable employees. The following employees do not have to be covered by the

SEP: (1) employees covered by a collective bargaining agreement whose retirement benefits were bargained for in good faith by you and their union, (2) nonresident alien employees who did not earn U.S. source income from you, and (3) employees who received less than \$450* in compensation during the year.

Contribution limits. You may make an annual contribution of up to 25% of the employee's compensation or \$41,000*, whichever is less. Compensation, for this purpose, does not include employer contributions to the SEP or the employee's compensation in excess of \$205,000*. If you also maintain a salary reduction SEP, contributions to the two SEPs together may not exceed the smaller of \$41,000* or 25% of compensation for any employee.

You are not required to make contributions every year, but when you do, you must contribute to the SEP-IRAs of all eligible employees who actually performed services during the year of the contribution. This includes eligible employees who die or quit working before the contribution is made.

Contributions cannot discriminate in favor of highly compensated employees. Also, you may not integrate your SEP contributions with, or offset them by, contributions made under the Federal Insurance Contributions Act (FICA).

If this SEP is intended to meet the top-heavy minimum contribution rules of section 416, but it does not cover all your employees who participate in your salary reduction SEP, then you must make minimum contributions to IRAs established on behalf of those employees.

Deducting contributions. You may deduct contributions to a SEP subject to the limits of section 404(h). This SEP is maintained on a calendar year basis and contributions to the

* For 2005 and later years, this amount is subject to annual cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS website at www.irs.gov.

SEP are deductible for your tax year with or within which the calendar year ends. Contributions made for a particular tax year must be made by the due date of your income tax return (including extensions) for that tax year.

Completing the agreement. This agreement is considered adopted when:

- IRAs have been established for all your eligible employees;
- You have completed all blanks on the agreement form without modification; and
- You have given all your eligible employees the following information:

1. A copy of Form 5305-SEP.
2. A statement that traditional IRAs other than the traditional IRAs into which employer SEP contributions will be made may provide different rates of return and different terms concerning, among other things, transfers and withdrawals of funds from the IRAs.
3. A statement that, in addition to the information provided to an employee at the time the employee becomes eligible to participate, the administrator of the SEP must furnish each participant within 30 days of the effective date of any amendment to the SEP, a copy of the amendment and a written explanation of its effects.
4. A statement that the administrator will give written notification to each participant of any employer contributions made under the SEP to that participant's IRA by the later of January 31 of the year following the year for which a contribution is made or 30 days after the contribution is made.

Employers who have established a SEP using Form 5305-SEP and have furnished each eligible employee with a copy of the completed Form 5305-SEP and provided the other documents and disclosures described in *Instructions to the Employer and Information for the Employee*, are not required to file the annual information returns, Forms 5500 or 5500-EZ for the SEP. However, under Title I of the Employee Retirement Income Security Act of 1974 (ERISA), this relief from the annual reporting requirements may not be available to an employer who selects, recommends, or influences its employees to choose IRAs into which contributions will be made under the SEP, if those IRAs are subject to provisions that impose any limits on a participant's ability to withdraw funds (other than restrictions imposed by the Code that apply to all IRAs). For additional information on Title I requirements, see the Department of Labor regulation at 29 CFR 2520.104-48.

Information for the Employee

The information below explains what a SEP is, how contributions are made, and how to treat your employer's contributions for tax purposes. For more information, see Pub. 590.

Simplified employee pension. A SEP is a written arrangement (a plan) that allows an employer to make contributions toward your retirement. Contributions are made to a traditional individual retirement account/annuity (traditional IRA). Contributions must be made to either a Model traditional IRA executed on an IRS form or a master or prototype traditional IRA for which the IRS has issued a favorable opinion letter.

An employer is not required to make SEP contributions. If a contribution is made, however, it must be allocated to all eligible employees according to the SEP agreement. The Model SEP (Form 5305-SEP) specifies that the contribution for each eligible employee will be the same percentage of compensation (excluding compensation greater than \$205,000*) for all employees.

Your employer will provide you with a copy of the agreement containing participation rules and a description of how employer contributions may be made to your IRA. Your employer must also provide you with a copy of the completed Form 5305-SEP and a yearly statement showing any contributions to your IRA.

All amounts contributed to your IRA by your employer belong to you even after you stop working for that employer.

Contribution limits. Your employer will determine the amount to be contributed to your IRA each year. However, the amount for any year is limited to the smaller of \$41,000* or 25% of your compensation for that year. Compensation does not include any amount that is contributed by your employer to your IRA under the SEP. Your employer is not required to make contributions every year or to maintain a particular level of contributions.

Tax treatment of contributions. Employer contributions to your SEP-IRA are excluded from your income unless there are contributions in excess of the applicable limit. Employer contributions within these limits will not be included on your Form W-2.

Employee contributions. You may make regular IRA contributions to an IRA. However, the amount you can deduct may be reduced or eliminated because, as a participant in a SEP, you are covered by an employer retirement plan.

SEP participation. If your employer does not require you to participate in a SEP as a condition of employment, and you elect not to participate, all other employees of your employer may be prohibited from participating. If one or more eligible employees do not participate and the employer tries to establish a SEP for the remaining employees, it could cause adverse tax consequences for the participating employees.

An employer may not adopt this IRS Model SEP if the employer maintains another qualified retirement plan. This does not prevent your employer from adopting this IRS Model SEP and also maintaining an IRS Model Salary Reduction SEP or other SEP. However, if you work for several employers, you may be covered by a SEP of one employer and a different SEP or pension or profit-sharing plan of another employer.

SEP-IRA amounts—rollover or transfer to another IRA. You can withdraw or receive funds from your SEP-IRA if, within 60 days of receipt, you place those funds in the same or another IRA. This is called a "rollover" and can be done without penalty only once in any 1-year period. However, there are no restrictions on the number of times you may make "transfers" if you arrange to have these funds transferred between the trustees or the custodians so that you never have possession of the funds.

Withdrawals. You may withdraw your employer's contribution at any time, but any amount withdrawn is includible in your income unless rolled over. Also, if withdrawals

occur before you reach age 59½, you may be subject to a tax on early withdrawal.

Excess SEP contributions. Contributions exceeding the yearly limitations may be withdrawn without penalty by the due date (plus extensions) for filing your tax return (normally April 15), but are includible in your gross income. Excess contributions left in your SEP-IRA after that time may have adverse tax consequences. Withdrawals of those contributions may be taxed as premature withdrawals.

Financial institution requirements. The financial institution where your IRA is maintained must provide you with a disclosure statement that contains the following information in plain, nontechnical language:

1. The law that relates to your IRA.
 2. The tax consequences of various options concerning your IRA.
 3. Participation eligibility rules, and rules on the deductibility of retirement savings.
 4. Situations and procedures for revoking your IRA, including the name, address, and telephone number of the person designated to receive notice of revocation. This information must be clearly displayed at the beginning of the disclosure statement.
 5. A discussion of the penalties that may be assessed because of prohibited activities concerning your IRA.
 6. Financial disclosure that provides the following information:
 - a. Projects value growth rates of your IRA under various contribution and retirement schedules, or describes the method of determining annual earnings and charges that may be assessed.
 - b. Describes whether, and for when, the growth projections are guaranteed, or a statement of the earnings rate and the terms on which the projections are based.
 - c. States the sales commission for each year expressed as a percentage of \$1,000.
- In addition, the financial institution must provide you with a financial statement each year. You may want to keep these statements to evaluate your IRA's investment performance.

Paperwork Reduction Act Notice. You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping	1 hr., 40 min.
Learning about the law or the form	1 hr., 35 min.
Preparing the form	1 hr., 41 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, Washington, DC 20224. Do not send this form to this address. Instead, keep it with your records.

This Individual Retirement Custodial Account Agreement (hereinafter called the "Agreement"), is made between Trust Management, Inc., a Texas Trust Company (hereinafter called the "Custodian") and each individual (hereinafter called the "Depositor") who executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing an individual retirement account (hereinafter called the "Custodial Account") as described in Section 408(a) of the Internal Revenue Code of 1986, as amended, or any successor statute (hereinafter called the "Code"), upon the terms set forth herein.

ARTICLE I.

1.1 The Custodian may accept additional cash contributions on behalf of the Depositor for a tax year of the Depositor. The total cash contributions are limited to \$2,000 for the tax year unless the contribution is a rollover contribution described in section 402(c) (but only after December 31, 1992), 403(a)(4), 403(b)(8), 408(d)(3), or an employer contribution to a Simplified Employee Pension Plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6). Rollover contributions before January 1, 1993, include rollovers described in section 402(a)(5), 402(a)(6), 402(a)(7), 403(a)(4), 403(b)(8), 408(d)(3), or an employer contribution to a simplified employee pension plan as described in section 408(k).

ARTICLE II.

2.1 The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE III.

3.1 No part of the Custodial 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)).

3.2 No part of the Custodial 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, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV.

4.1 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 otherwise comply with section 408(a)(6) and Proposed Regulations section 1.408-8, including the incidental death benefit provisions of Proposed Regulations section 1.401 (a)(9)-2, the provisions of which are incorporated by reference.

4.2 Unless otherwise elected by the time distributions are required to begin to the Depositor under paragraph 4.3, or to the surviving spouse under paragraph 4.4, other than in the case of a life annuity, life expectancies shall be recalculated annually. Such election shall be irrevocable as to the Depositor and the surviving spouse and shall apply to all subsequent years. The life expectancy of a non-spouse beneficiary may not be recalculated.

4.3 The Depositor's entire interest in the Custodial Account must be, or begin to be, distributed by the Depositor's required beginning date, (April 1 following the calendar year end 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 payment.
- (b) An annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over the life of the Depositor.
- (c) An annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over the joint and last survivor lives of the Depositor and his or her designated beneficiary.
- (d) Equal or substantially equal annual payments over a specified period that may not be longer than the Depositor's life expectancy.
- (e) Equal or substantially equal annual payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Depositor and his or her designated beneficiary.

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

- (a) If the Depositor dies on or after distribution of his or her interest has begun, distribution must continue to be made in accordance with paragraph 4.3.
- (b) If the Depositor dies before distribution of his or her interest has begun, the entire remaining interest will, at the election of the Depositor or, if the Depositor has not so elected, at the election of the beneficiary or beneficiaries, either
 - (i) Be distributed by the December 31 of the year containing the fifth anniversary of the Depositor's death, or
 - (ii) Be distributed in equal or substantially equal payments over the life expectancy of the designated beneficiary or beneficiaries starting by December 31 of the year following the year of the Depositor's death. If, however, the beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before December 31 of the year in which the Depositor would have turned age 70½.
- (c) Except where distribution in the form of an annuity meeting the requirements of Section 408(b)(3) and its related regulations has irrevocably commenced, distributions are treated as having begun on the Depositor's required beginning date, even though payments may actually have been made before that date.
- (d) If the Depositor dies before his or her entire interest has been distributed and if the beneficiary is other than the surviving spouse, no additional cash contributions or

rollover contributions may be accepted in the account.

4.5 In the case of a distribution over life expectancy in equal or substantially equal annual payments, to determine the minimum annual payment for each year if the recalculation method is used, divide the Depositor's entire interest in the Custodial Account as of the close of business on December 31 of the preceding year by the life expectancy of the Depositor (or the joint life and last survivor expectancy of the Depositor and the Depositor's designated beneficiary, or the life expectancy of the designated beneficiary, whichever applies). In the case of distributions under paragraph 4.3, determine the initial life expectancy (or joint life and last survivor expectancy) using the attained ages of the Depositor and designated beneficiary as of their birthdays in the year the Depositor reaches ages 70½. In the case of a distribution in accordance with paragraph 4.4(b)(ii), determine life expectancy using the attained age of the designated beneficiary as of the beneficiary's birthday in the year distributions are required to commence.

4.6 The owner of two or more individual retirement accounts may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524, to satisfy the minimum distribution requirements described above. This method permits an individual to satisfy these requirements by taking from one individual retirement account the amount required to satisfy the requirement for another.

ARTICLE V.

5.1 The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under section 408(i) and Regulations section 1.408-5 and 1.408-6.

5.2 The Custodian agrees to submit reports to the Internal Revenue Service and the Depositor as prescribed by the Internal Revenue Service.

ARTICLE VI.

6.1 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 that are not consistent with section 408(a) and related regulations will be invalid.

ARTICLE VII.

7.1 This agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Adoption Agreement.

ARTICLE VIII. Contributions

8.1 All contributions made to the Custodial Account shall be in cash, except in the case of a rollover or transfer contribution.

8.2 For any year, Depositor may contribute to his or her IRA during the calendar year and not later than the time prescribed by law for filing the return for such taxable year (not including extensions thereof).

8.3 Except in the case of a Rollover IRA or a plan-to-plan transfer, contributions made by or on behalf of Depositor shall not be made during or after the calendar year in which Depositor attains age 70½ years.

8.4 The Depositor assumes sole responsibility for determining that contributions to the Custodial Account do not exceed the limits specified in the Code. With respect to any contribution designated by the Depositor as a rollover contribution, the Depositor warrants:

- (a) that such amount is an "eligible rollover distribution" under section 402 of the Code received from a qualified plan or 403(b) plan, another individual retirement account or annuity, or a U.S. retirement bond, and is rolled over directly from an eligible retirement plan, or contributed to the Custodial Account established hereunder within sixty (60) days of its receipt by Depositor;
- (b) that in the case of a rollover from a qualified plan or 403(b) plan, the amount of such rollover contribution is an amount equal to or less than the excess of the qualified total distribution or partial distribution over amounts contributed thereto by Depositor (other than qualified voluntary employee contributions as described in section 219(e) of the Code) and, if any portion of such rollover consists of property other than cash, such distribution to Depositor consisted of the same property being contributed to the Custodial Account established hereunder; and
- (c) that, in the case of a rollover contribution from another individual retirement account or individual retirement annuity, such other account or annuity was not itself funded by a rollover contribution from another IRA within one (1) year of the date of the contribution to the Custodial Account established hereunder.

8.5 The Custodian will not be responsible for the computation and the collection of any contributions under this Agreement, and shall be under no duty to determine whether the nature or amount of any contributions is in accordance with this Agreement or the Code. In addition, the Custodian shall not be responsible for computing or maintaining a record of the deductible portion of any contribution.

ARTICLE IX. Investments

9.1 Depositor retains all responsibilities and duties for the selection, management, and retention of investments, to the exclusion of the Custodian, pursuant to his power as "Settlor" under Section 114.003 of *The Texas Trust Code*. At the direction of the Depositor, the Custodian shall invest all contributions to the account and earnings thereon. The Custodian shall be responsible for the execution of such orders and for maintaining adequate records thereof. If investment direction orders are not received as required, or, if received, are unclear in the opinion of the Custodian, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation and without liability for interest pending receipt of such orders or clarifications. Upon death of the Depositor, the beneficiary(ies) and/or representative for the estate of the Depositor assume all rights and responsibilities for investment of the account.

9.2 The Custodian shall retain in cash so much of the Custodial Account as the Depositor or his designated agent or representative directs or until other instructions are received from the Depositor or his agent, and to place such cash balances in excess of \$100 in interest-bearing instruments including, but not limited to common investment funds, trust deposits, and instruments of the Custodian or its agent, or an affiliate of the Custodian or its agent as defined in IRC section 1504. The Custodian may perform subaccounting and interest posting functions related to the account as described in this section, and may receive 12(B)-1 fees or other fees directly from the investment sponsor for these services. Depositor agrees that such subaccounting services are necessary for the proper function of the IRA account and further agrees to such fees being paid to Custodian.

9.3 The Depositor may appoint an Investment Advisor, qualified under section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of the IRA. The Depositor shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the Investment Advisor and evidencing the Investment Advisor's acceptance of such appointment, an acknowledgment by the Investment Advisor that it is a fiduciary of the account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisor's Act of 1940. The Custodian shall comply with any investment directions furnished to it by the Investment Advisor, unless and until it receives written notification from the Depositor that the Investment Advisor's appointment has been terminated.

9.4 On a form acceptable to the Custodian, the Depositor may designate a representative for the purpose of communicating investment directions to the Custodian and receiving information on the account. Said Designated Representative ("Rep") may be a registered representative of a broker/dealer organization, a financial advisor or other person as may be acceptable to the Depositor. The Rep shall be the authorized agent of the Depositor, and not of the Custodian. The Custodian shall construe any and all investment directions given by the Rep, whether written or oral, as having been authorized by the Depositor. The Depositor may appoint and/or remove a Rep by written notice to the Custodian provided that removal of a Rep shall not have the effect of canceling any notice, instruction, direction or approval received by the Custodian from the removed Rep before the Custodian receives said notice of removal from the Depositor.

9.5 On a form acceptable to the Custodian, the Depositor may authorize the Custodian to accept verbal investment directions from the Depositor or his Rep. Said verbal investment directions may be given by telephone or in person in the offices of the Custodian or its agent. Depositor agrees that Custodian is not responsible for verifying the propriety of any verbal investment direction which it may receive, other than requiring Depositor's Social Security Number and Account Number for identification purposes. Depositor further agrees that the Custodian is not responsible for unauthorized trades in the account which may be effected under this section.

9.6 If publicly-traded securities are to be included in the specified investments, orders shall be executed through a securities broker/dealer registered under the Securities Exchange Act of 1934 designated by the Depositor upon such form as the Custodian may prescribe. Any brokerage account maintained in connection herewith shall be in the name of the Custodian for the benefit of the Depositor. The Custodian shall be authorized to honor transactions within the brokerage account without obligation to verify prior authorization of same by the Depositor. Any cash received by the brokerage account, whether as income or proceeds of transactions, shall be held by the brokerage account pending directions, and the Custodian shall have no obligation to direct the broker to remit such cash until directed to do so by the Depositor, but may receive remittances without direction if the same are made by the broker. Investments outside the brokerage account shall be made in accordance with the other provisions of this Article. Investment directions may be given directly to the designated broker by the Depositor (in such manner as the broker may require) and the broker shall be responsible for the execution of such orders. When securities are purchased within the brokerage account requiring that funds be remitted by the Custodian to make settlement, Depositor agrees to telephonically notify or instruct the broker or Rep to telephonically notify the Custodian on the trade date of the pending securities transaction, and to request delivery of the Custodial Account assets necessary to settle the trade. Depositor agrees to hold the Custodian harmless for any losses resulting from the Depositor's failure to notify the Custodian of the pending trade and request for settlement in the above prescribed manner.

9.7 Depositor may direct the Custodian to purchase "non-standard" investments which shall include but not be limited to investments which are individually negotiated by the Depositor or his Rep, or part of a private placement of securities offered in reliance with exemptions provided by sections 3(B) and 4(2) of the Securities Act of 1933 and Regulation D promulgated thereunder. The Custodian may identify investments or classes of investments which are unacceptable due to their posing an administrative burden on the Custodian. For such investments, the Custodian reserves the right to

not follow the Depositor's or Rep's direction or process such an investment. The Custodian's decision to reject certain assets for reasons of administrative feasibility should not be construed as investment advice or an opinion of the Custodian as to the investment's prudence or viability.

If the Depositor or his Rep should direct the Custodian to purchase a non-standard investment, as defined above, the following special certifications and provisions shall apply:

(a) Depositor agrees to submit or cause to be submitted all offering documentation related to the non-standard investment for an administrative review by the Custodian. The Custodian reserves the right to charge a reasonable fee for such administrative review so requested by the Depositor or his Rep;

(b) If the non-standard investment(s) contains a provision for future contractual payments or assessments, including margin calls, or otherwise requires future payments, Depositor agrees that Custodian that such future payments shall be borne solely by the IRA account, that authorization to make such payments shall come from Depositor or his Rep, and that making such payments may reduce or exhaust the value of the IRA account. Depositor further agrees to maintain sufficient liquid funds in his IRA account to cover any such payments or assessments, and agrees that the Custodian shall not be responsible for monitoring the balance of the account to verify compliance with this Section.

Depositor agrees to indemnify the Custodian and hold it harmless for any and all payments or assessments which may result from holding the non-standard investment within the IRA account and further agrees that the Custodian shall be under no obligation whatsoever to extend credit to the account or otherwise disburse payment beyond the cash balance of the account for any payment or assessment related to the non-standard investment(s); If the non-standard investment(s) contain administrative and/or management requirements or duties beyond the Custodian's capabilities or expertise to provide, then Depositor agrees to seek out suitable agents or counsel necessary to perform such duties and deliver a written Service Agreement acceptable to the Custodian for execution on behalf of the Depositor's IRA account. Should the Servicing Agent ever become unwilling or unable to perform the duties outlined in the Service Agreement, then Depositor understands and agrees that all duties of the Servicing Agent shall revert to Depositor until a successor Agent is named. Custodian shall have no duty or responsibility to process or accept such investments prior to delivery of the written service agreement. The decision to follow an investment direction relating to any non-standard investment(s), should in no way be construed as a determination concerning the prudence or advisability of investing in the asset;

(c) If the Depositor directs the Custodian to enter into an individually negotiated debt instrument, including a promissory note, deed of trust, real estate contract, mortgage note or debenture, then Depositor agrees to enter into a Note Servicing Agent Agreement with a third-party Agent, on a form acceptable to the Custodian. Said Note Servicing Agent shall be the agent of the Depositor and not of the Custodian, and shall be responsible for administering the terms of the debt instrument on behalf of the Depositor's Account. Should the Note Servicing Agent ever become unwilling or unable to perform the duties outlined in the Note Servicing Agent Agreement, then Depositor understands and agrees that all duties of the Note Servicing Agent shall revert to Depositor until a successor Agent is named. Custodian shall have no duty or responsibility to process or accept such investments prior to delivery of the written Note Servicing Agent Agreement. The decision to follow an investment direction relating to any individually negotiated debt instrument(s), should in no way be construed as a determination concerning the prudence or advisability of investing in the asset.

(d) The Custodian shall have no duty to monitor the sufficiency or adequacy of the Depositor's actions or duties or those of his heirs, successors, agents, or assigns, nor shall the Custodian be required to monitor the acts of any paid consultant to whom the Custodian may have contractually delegated any duties or responsibilities pursuant to Depositor's or his Rep's directions;

(e) Depositor agrees to be responsible for any and all collections actions, including contracting with a collection agency or instituting legal action, and bring any other suits or actions which may become necessary to protect the rights of the account as a result of the operation or administration of the investment(s); and

(f) Depositor may not direct the purchase of a life insurance contract or "collectible" as defined in Code section 408(m).

9.8 The Custodian shall value assets of the account on a quarterly basis utilizing various outside sources available to it. However, the Custodian shall not guarantee the accuracy of prices obtained from quotation services, independent appraisal services, investment sponsors, or parties related thereto or other outside sources. Values for brokerage accounts shall be equal to the total equity value of the account, and shall reflect only those assets which are priced by the brokerage firm. Individual assets held within the brokerage account shall not be listed individually on statements furnished by the Custodian.

In the absence of direction from the Secretary of the Treasury or his authorized representative to the contrary, the value of illiquid assets such as limited partnerships and privately held stock shall be determined by a fair market value from the investment sponsor or other outside source. If the investment sponsor is unwilling or unable to provide a fair market value, then the Custodian may list the value of the illiquid asset at its original cost or as "Not Available."

Assets which have no readily determinable market value, are bankrupt, or for which no original cost or value is otherwise available may have its value reflected as "Not Available" on the Custodian's periodic statement.

- 9.9 If investment(s) selected by the Depositor or his Rep generate Unrelated Business Taxable Income (UBTI), Depositor understands that such income when considered in conjunction with all such income from all IRA accounts, may be taxable to the IRA account to the extent that all UBTI for a given taxable year exceeds the threshold amount set by the IRS (currently \$1000). In such instances, the IRS requires that a Form 990-T be filed for the IRA account along with the appropriate amount of tax.

Depositor understands that the Custodian does not monitor whether there is UBTI in the IRA account, and does not prepare Form 990-T. Depositor agrees to monitor UBTI for this and any other IRA account which he may hold, and further agrees to prepare, or have prepared, the proper 990-T tax form and forward it to the Custodian for filing, along with authorization to pay any tax due from the IRA account.

- 9.10 The Depositor understands that certain transactions are prohibited for tax-exempt IRA accounts under Code Section 4975. Depositor further understands that the determination of whether a transaction directed by Depositor or his Rep is prohibited depends on all of the relevant facts and circumstances surrounding the purchase. The Depositor acknowledges that the determination of whether a transaction directed by Depositor or his Rep is prohibited depends on all of the relevant facts and circumstances surrounding the purchase. The Depositor acknowledges that, should the IRA account engage in a prohibited transaction, that the fair market value of the account will become a taxable distribution to the Depositor in the taxable year in which the transaction was made. In addition, if the Depositor is under age 59½ additional premature distribution penalty taxes may apply.

Depositor hereby warrants that he will not enter into a transaction, or cause a transaction to be entered into, which is prohibited under Section 4975 of the Code, and Custodian shall have no liability for following Depositor's instructions with respect to any transaction which is determined to be a Prohibited Transaction. Depositor is informed and understands that he should consult with counsel or other advisors prior to directing or causing the direction of any transaction that he has any reason to believe may be a Prohibited Transaction.

ARTICLE X. Custodial Accounts

- 10.1 It shall be the sole duty of the Custodian to maintain a Custodial Account in the name of the Depositor and to make payments and distributions as directed by the Depositor or his Rep. Pursuant to the directions of the Depositor or his Rep, the Custodian shall invest and reinvest the assets in the Custodial Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for trust investment, in securities obtainable "over the counter" or on a recognized exchange, savings media and any other acceptable public or non-standard investment which in the sole judgment of the Custodian will not impose an unreasonable administrative burden (with such determination by the Custodian not to be construed in any respect as a judgment concerning the prudence or advisability of such investment). The Custodial Account shall reflect the amounts contributed by the Depositor, receipts, investments, distributions, disbursements, and all other transactions.

- 10.2 The Custodian shall have the following powers and authority in the administration of the Custodial Account:

- (a) Pursuant to the Depositor's or his Rep's directions, to exercise or sell options, conversion privileges or rights to subscribe for additional securities and to make payments therefor, and to invest in any annuity contract issued by any legal reserve life insurance company.
- (b) In the absence of specific investment instructions from the Depositor or his Rep, to vote in person or by proxy upon securities held by the Custodian. The Custodian shall have no responsibility to notify or forward to the Depositor or his Rep any notices, proxies, assessments or other documents received by the Custodian on behalf of the account unless the Depositor or his Rep so requests each such document in writing.
- (c) Pursuant to the Depositor's directions, to consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, transfers or other changes in securities held by the Custodian, and in such connection, to delegate the Custodian's powers and to pay assessments, subscriptions and other charges.
- (d) To make, execute and deliver as Custodian any and all contracts, waivers, releases or other instruments necessary or proper for the exercise of any of the foregoing powers.
- (e) In the absence of specific investment instructions from the Depositor, to leave any property comprising the Custodial Account for safekeeping or on deposit, with or without interest, with such banks, brokers and other custodians as the Custodian may select.
- (f) To hold any securities in bearer form or in the name of banks, brokers and other custodians or in the name of the Custodian without qualifications or description or in the name of any nominee.
- (g) To employ suitable agents and counsel and to pay their reasonable expenses and compensation.
- (h) To do and perform all acts or things reasonably necessary or desirable to carry out the power and authority granted to the Custodian.
- (i) To designate a securities broker/dealer registered under the Securities and Exchange Act of 1934 (including a qualified affiliate) with respect to any mutual funds or publicly-traded securities held in the account as to which either no broker/dealer has been designated by the Depositor or the Depositor has advised the Custodian of its decision to cease its designation of a broker/dealer.

- 10.3 Custodian shall invest funds received from the Participant in accordance with the directions from the Depositor within seven (7) business days of receipt of such funds plus necessary administrative and processing time. Custodian shall be under no duty to credit interest or earnings on the funds received, and Depositor agrees that Custodian shall not be liable for any market value adjustment which may occur during the period of time Custodian has control of the funds received from the Depositor.

- 10.4 The Custodian shall have no duty other than to follow the directions of the Depositor, his Rep, or Investment Advisor, and shall be under no duty to question said instructions. The Custodian does not assume any responsibility for rendering advice with respect to the investment and reinvestment of the Depositor's account, and shall not be liable for any loss which results from the exercise of control over his account by the Depositor, his Rep, or Investment Advisor. The Custodian shall not be responsible for any action taken by the Depositor or his Rep as a result of information concerning the account or any investment which may be transmitted or not transmitted to the Depositor or his Rep.

The Custodian shall have no responsibility or duty to review any securities or other property held within the account, nor shall the Custodian be held liable for its failure to act because of the absence of any directions from the Depositor. The Custodian shall not be liable for the actions or inactions of any prior Custodian, or other service provider or agent of the Depositor which may have occurred prior to the transfer of the IRA account assets to the Custodian. The Depositor shall indemnify and hold Custodian harmless for any losses resulting from the Custodian's action or inaction in relation to investment directions received from the Depositor, his Rep, or Investment Advisor, for the actions or inactions of Agents appointed by the Depositor, or by the Custodian at the direction of the Depositor, and for any tax consequences resulting from the Depositor's or Rep's direction to engage in any unauthorized transaction, including an investment in life insurance contracts, investment in collectibles, or engaging in a prohibited transaction as defined in section 4975 of the Code.

ARTICLE XI. Beneficiary Designation

- 11.1 The Depositor may from time to time designate, upon such form as the Custodian shall prescribe, any person, trust or persons, contingently or successively, to whom the Custodian shall pay the Depositor's interest in the Custodial Account in the event of his death. Such primary and contingent beneficiary designation shall be effective when filed with the Custodian and shall revoke all prior beneficiary designations made before that date by Depositor.

- 11.2 If a Depositor fails to name a beneficiary in accordance with Section 11.1, or if all beneficiaries named by a Depositor, predeceased him, then the remaining balance of the Custodial Account shall be payable to the spouse of the Depositor, or if there is no spouse living, then to the estate of the Depositor.

- 11.3 When and after distributions of the Custodial Account to the Depositor's beneficiary commence, all rights and obligations of the Depositor under this Agreement shall inure to, and be exercised by, such beneficiary.

- 11.4 If the beneficiary designated to receive payments hereunder is a minor or person of unsound mind, whether so formally adjudicated or not, the Custodian, in its discretion, may make such payment to such person as may be acting as parent, guardian, committee, conservator, Custodian, or legal representative of such minor or incompetent and the receipt of any such person as selected by the Custodian shall be a full and complete discharge to the Custodian for any sums so paid.

ARTICLE XII. Payout of Benefits

- 12.1 If the Depositor has selected a distribution option involving life contingencies, the Depositor may direct the Custodian to utilize the amount in the Custodial Account which would otherwise be available as a lump sum distribution to purchase an annuity from such insurance company as the Depositor may select to satisfy the requirements of Article IV of this Plan.

- 12.2 Depositor's election as to the method of distribution under Section 4.3 of this Agreement must be made at least thirty (30) days before the Required Beginning Date, which is defined as April 1 of the calendar year immediately following the calendar year in which the Depositor reaches age 70½. If no election is made, the Custodian will make distributions over a period not to exceed the Depositor's single life expectancy.

- 12.3 When determining the amount to be distributed for the second distribution calendar year and subsequent distribution calendar years, the Depositor's life expectancy (or the joint life expectancy of the Depositor and his named beneficiary) shall be recalculated unless otherwise elected by the Depositor on a form acceptable to the Custodian.

- 12.4 The Depositor shall be solely 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 should be paid, and for timely providing this information to the Custodian in writing in a form acceptable to the Custodian.

ARTICLE XIII. Duties, Records, Reports

- 13.1 The Custodian's sole duties to the Depositor regarding reporting shall be to send Depositor a copy or facsimile of IRS Form 5498 and/or an annual calendar year statement of the assets of the account within time frames established by the IRS. The Custodian may, but is not obligated to, furnish periodic reports to the Depositor detailing transactions performed under this Trust and the value of assets held within the account.

- 13.2 The Custodian shall have no liability or responsibility for transactions reported on any

periodic or annual statement unless the Depositor or his Rep file written exceptions or objections within 60 days after receipt of the report or statement.

Upon receipt of written notification under this Section, the Custodian's liability and responsibility shall be to fully investigate the exceptions or objections, and make any adjustments, correct any entries, or otherwise reconcile the account as may be necessary. If any such adjustments or corrections are required, the Custodian shall issue a revised statement for the reporting period(s) in question.

ARTICLE XIV. Fees and Expenses

14.1 The Depositor shall be charged by the Custodian for its services hereunder in accordance with the current posted fee schedule of the Custodian as it may be amended from time to time. Any income taxes or other taxes of any kind whatsoever that may be levied upon or in respect of the Custodial Account, any transfer taxes incurred in connection with the investment and reinvestment of assets in the Custodial Account, and all other administrative expenses incurred by the Custodian in the performance of its duties, including fees for legal services rendered to the Custodian and compensation of the Custodian shall be paid by the Depositor and the Depositor hereby covenants and agrees to pay the same.

14.2 In the event the Depositor shall at any time fail to discharge any liability under this Article, such liability shall be charged to the Custodial Account, and the Custodian may liquidate such of the assets of the Custodial Account for such purposes as in its sole discretion it shall determine. Notwithstanding any contrary provisions of this Agreement, all payments under this Article and the liquidations of assets to obtain funds therefore may be made without the approval or direction of the Depositor. If the Custodial Account is not sufficient to satisfy such liability, the Depositor shall be liable for any deficiency.

14.3 The Custodian's current posted fee schedule may be amended at any time upon 30 days' written notice to the Depositor. The Custodian reserves the right to charge fees in addition to its posted fee schedule for extraordinary or special services, or for unforeseen expenses to the account, including legal expenses incurred by the Custodian. The Custodian does not prorate fees. On a form acceptable to the Custodian, the Depositor may elect to pay fees directly, or have them withdrawn from the assets of the account. Termination fees are due and payable upon distribution to the Depositor or upon transfer to another Custodian.

ARTICLE XV. Amendment and Termination

15.1 The Depositor irrevocably delegates to the Custodian the right and power to amend this Trust Agreement. Except as hereafter provided, the Custodian will give the Depositor 30 days' prior written notice of any amendment. In case of a retroactive amendment required by law, the Custodian will provide written notice to the Depositor of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Depositor shall be deemed to have consented to any such amendment unless the Depositor notifies the Custodian to the contrary within 30 days after notice to the Depositor and requests a distribution or transfer of the balance of the account. The Custodian's termination fee shall be applicable to any account so distributed or transferred.

15.2 The Depositor may terminate this Agreement at any time by delivery of written notice of such termination to the Custodian. Upon such termination, the Custodian shall continue to hold the assets and distribute them in accordance with the previous instructions of the Depositor and the provisions of this Agreement unless the Custodian receives other instructions from the Depositor (such as those involving a rollover) which the Custodian may follow, without liability and without any duty to ascertain whether such payout is proper under the provisions of the Code or of any other plan.

15.3 Upon request of the Depositor in writing to the Custodian, the Custodian shall transfer all assets in the Custodial Account to the Depositor, to a qualified retirement plan, or to another individual retirement account established by the Depositor. The Custodian is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for any other liabilities constituting a charge against the assets of the Custodial Account or against the Custodian, with any balance of such reserve remaining after the payment of all such items to be paid over to the successor Custodian.

ARTICLE XVI. Resignation or Removal of Custodian

16.1 Upon written notice to the Custodian, the Depositor may remove it from its office hereunder. Such notice, to be effective, shall designate a successor Custodian and shall be accompanied by the successor's written acceptance. The Custodian may at any time resign upon thirty (30) days' prior written notice to Depositor, whereupon the Depositor shall appoint a successor to the Custodian. In the event of resignation of the Custodian and failure of Depositor to complete a transfer of the IRA to a qualified successor within thirty (30) days from the date Custodian mails the resignation notice, the Custodian may, in its sole discretion, appoint a successor Custodian, or distribute the assets of the IRA account to the Depositor. Custodian shall have no liability for any tax consequences resulting from the transfer or distribution under this Section 16.1

16.2 The successor Custodian shall be a bank, insured credit union, or other person satisfactory to the Secretary of the Treasury pursuant to Section 408(a)(2) of the Code. Upon receipt by the Custodian of written acceptance by its successor of such successor's appointment, the Custodian shall transfer and pay over to such successor the assets of the Custodial Account and all records (or copies thereof) of Custodian pertaining thereto. The Custodian is authorized, however, to reserve such sum of

money or property as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Custodial Account or on or against the Custodian, with any balance of such reserve remaining after the payment of all such items to be paid over to the successor Custodian.

16.3 The Custodian shall not be liable for the acts or omissions of its successor.

ARTICLE XVII. Miscellaneous

17.1 Neither the Depositor nor any beneficiary of the Depositor shall have any right to pledge, hypothecate, anticipate or in any way create a lien upon any assets or part of the Custodial Account. Distributions to the Depositor, his beneficiaries, spouse, heirs-at-law, or legal representatives, excepting minors and persons under legal disability, shall be made only to them and upon their personal receipts and endorsements and no interest in the Custodial Account, or any part thereof, shall be assignable in anticipation of payment either by voluntary or involuntary act, or by operation of law, or be liable in any way for the debts or defaults of such Depositor, his beneficiaries, spouse, or heirs-at-law. The provisions of this paragraph shall not apply to the extent that they violate any applicable law.

17.2 The Custodial Account created hereunder is created for the exclusive benefit of the Depositor or his beneficiaries, and at no time shall it be possible for any part of the assets of the Custodial Account to be used for or diverted to purposes other than for the exclusive benefit of the Depositor or his beneficiaries.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2 above, in the event the Depositor and the Depositor's spouse obtain a Separation Instrument, as described in Section 408(d)(6) of the Code, the Depositor may direct the Custodian in writing to transfer the appropriate portion of the assets in the Depositor's account directly to the Depositor's former spouse or to an IRA maintained by the Depositor's former spouse, provided the transfer is in accordance with the Separation Instrument, a copy of which shall be furnished to the Custodian. The transfer of assets to the Depositor's former spouse may be in cash or in-kind, pursuant to directions contained in the Separation Instrument.

17.4 The Custodian shall be under no duties whatsoever except such duties as are specifically set forth in this Agreement. The Custodian shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Depositor shall at all times duly indemnify and save harmless the Custodian from any liability which may arise hereunder except liability arising from the negligence or willful misconduct of the Custodian.

17.5 The Depositor agrees that all claims and disputes of every type and matter which may arise between the Depositor and the Custodian will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association; that such arbitration proceedings shall take place only in Tarrant County, Texas; and that to the extent not preempted by federal law, Texas law will apply. The Depositor expressly waives any right the Depositor may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body. Arbitration is final and binding on the parties.

17.6 The Custodial Account created hereunder may be utilized by an Employer in conjunction with IRS FORM 5305-SEP or other approved prototype or individually-designed document to establish a Simplified Employee Pension (SEP) Plan.

17.7 Any notice or statement which the Custodian is required to give hereunder shall be deemed given when mailed to the intended recipient at his last known address. Any notice or statement to be given to the Custodian shall be deemed given only when actually received by the Custodian.

17.8 Words used in the masculine shall apply to the feminine where applicable and wherever the context of this Agreement indicates the plural shall be read as the singular, and the singular as the plural

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

17.10 This agreement is intended to qualify under Section 408(a) of the Code and if any term or provision hereof is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with that intent.

17.11 This Agreement is accepted by the Custodian in, and administered under, the laws of the State of Texas. All contributions to the Custodian shall be deemed to take place in the State of Texas.

VENUE. Venue for any cause of action arising hereunder will be held in Tarrant County, Texas. If either diversity of citizenship or federal subject matter jurisdiction exists, then venue for an action shall be held in the federal district court in the Northern District of Texas,

GOVERNING LAW. THIS AGREEMENT AND ALL AMENDMENTS HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN.

**DISCLOSURE STATEMENT
TRUST MANAGEMENT INDIVIDUAL RETIREMENT ACCOUNT**

Trust Management Inc. presents the following Disclosure Statement pursuant to Internal Revenue Service Regulations which require that the information contained therein be given to individuals for whom an Individual Retirement Account (hereinafter "IRA" or "account") is established. The details under which the IRA is governed are specified by law and as covered in the Custodial Account Agreement. This Disclosure Statement is only a summary of the rules, and is not intended to provide legal or tax advice. Your legal counsel, accountant or other competent professional should be consulted regarding specific questions. This Disclosure also does not include explanatory information regarding the specific requirements of the simplified employee pension (SEP). If a Depositor has additional questions regarding IRAs, he should consult his tax or legal advisor. Also, the Depositor may obtain additional information regarding IRAs from any District Office of the Internal Revenue Service. See in particular IRS Publication 590.

A. RIGHT OF REVOCATION

Regulations of the Internal Revenue Service require that this Disclosure Statement be given to a participant at least seven days before the account is established, or, the participant may revoke the account within at least seven days after it is established. Copies of the Adoption Agreement establishing the IRA and related documents are included in the booklet containing this Disclosure Statement. By executing the Adoption Agreement, you acknowledge receipt of this Disclosure Statement. Accordingly, you are entitled to revoke the IRA within seven days after the date of your execution of the Adoption Agreement. Such revocation may be made only by written notice which at your option may be mailed or delivered to Trust Management Inc. as follows:

Trust Management, Inc.
PO Box 2288
Fort Worth, Texas 76113

If mailed, the revocation notice shall be deemed mailed on the date of the postmark (or if by registered or certified mail, the date of registration or certification) if deposited in the mail in the United States in an envelope or other appropriate wrapper, first class postage prepaid, properly addressed. Upon revocation within the seven-day period, the Custodian will return the current fair market value of the amount contributed to the IRA, without penalty, service charge, or administrative expense.

B. STATUTORY REQUIREMENTS OF AN IRA - CODE SEC. 408(a)

A Custodial Account created or organized in the United States for the exclusive use of a participant or his beneficiary will qualify as an IRA if the written governing instrument creating the Custodial Account meets the following requirements:

1. The Trustee or Custodian must be a bank, federally insured credit union, savings and loan association, or another person eligible to act as a Trustee or Custodian. Trust Management is qualified to act as Custodian.
2. Except for rollovers and direct transfers (the tax free transfer of retirement funds from one retirement plan to another, described below) and employer contributions to a simplified pension plan or SIMPLE plan, contributions may not exceed the lesser of 100% of your compensation, or \$2,000 in any tax year and the contribution must be in cash.
3. You will have a nonforfeitable interest in the account.
4. No part of the Custodial funds will be invested in life insurance contracts nor, may the assets be commingled with other property except in a common trust fund or common investment fund.
5. You may not invest the assets of your IRA in collectibles (as described in Section 408(m) of the Internal Revenue Code). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the IRS. However, if the Custodian permits, specially minted US Gold and Silver bullion coins and certain state-issued coins are permissible IRA investments.
6. Your interest in your IRA must begin to be distributed to you by the April 1st following the calendar year you attain the age of 70½. The methods of distribution, election deadlines, and other limitations are described in detail below.

**C. LIMITATIONS AND RESTRICTIONS ON THE DEDUCTION FOR AN IRA - CODE SEC. 219
ELIGIBLE INDIVIDUALS**

You are permitted to make a regular contribution to your IRA for any taxable year prior to the taxable year you attain age 70½, and if you receive compensation for such taxable year. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employed. The amount which is deductible, depends upon whether or not you are an active participant in a retirement plan maintained by your employer; your adjusted gross income (AGI); your marital status; and your tax filing status.

MAXIMUM CONTRIBUTION ALLOWANCE

The maximum amount you may contribute for any one year is the lesser of 100% of your compensation or \$2,000. This is your contribution limit. The deductibility of regular IRA contributions depends upon your marital status, tax filing status, whether or not you are an "active participant" and your AGI.

ACTIVE PARTICIPANT

You are considered an active participant if you participate in your employer's qualified pension, profit-sharing, or stock bonus plan qualified under Section 401(a) of the Internal Revenue Code ("the Code"); qualified annuity under Section 403(a) of the Code; a simplified employee pension plan (SEP); a Savings Incentive Match Plan for Employees (SIMPLE); a retirement plan established by a government for its employees (this does not include a Section 457 plan); tax-sheltered annuities or custodial accounts under Section 403(b) of the Code; and pre-1959 pension trusts under Section 501(c)(18) of the Code.

If you are not sure whether you are covered by an employer-sponsored retirement plan, check with your employer or check your Form W-2 for the year in question. The W-2 form will have a check in the "pension plan" box if you are covered by a retirement plan. You can also obtain IRS Publication 923 for more information on active participation in retirement plans for IRA deduction purposes.

General Deduction Limitations

A contribution to the IRA may or may not be fully deductible for Federal income tax purposes. However, the deduction limits do not affect the allowable contributions (see NONDEDUCTIBLE CONTRIBUTIONS below). If you are a single individual who is not considered an "active participant" in a retirement plan, or you are married and neither you nor your spouse is an active participant, the allowable contribution for the year will be fully deductible, regardless of your income or whether you file a joint or separate return.

If you are an active participant, you must look at your Adjusted Gross Income for the year (if married and you file a joint tax return, use your combined AGI) in determining to what extent an IRA contribution is deductible. Your tax return will show how to calculate your AGI for this purpose. For these purposes, a taxpayer is not considered married for any year if the taxpayer and his spouse (a) did not live together at any time during the taxable year, and (b) did not file a joint return for the taxable year. If your AGI is at or below a certain level, called the Threshold Level, you will be treated as if you were not an active participant and therefore can make a deductible contribution under the same rules as a person who is not an active participant. If you are single, the Threshold Level for 2000 is \$32,000. The 2000 Threshold Level for a married taxpayer who files a joint return is \$52,000. If the individual is married but files a separate tax return, the Threshold Level for 1998 and beyond is \$0. When the AGI reaches the applicable Threshold Level for the tax year, the deduction is gradually phased out until it is eliminated for Participants with AGI above the Applicable Phaseout Range in effect for that year.

If you are a single taxpayer who is considered an active participant, or you are married, file a joint return and both you and your spouse are active participants, your IRA contribution will be deductible if your ADJUSTED GROSS INCOME (AGI) falls below the Threshold Levels shown below. If your AGI falls within the Applicable Phaseout Range your contribution will be partially deductible and if your AGI is over the Applicable Phaseout Range, no deduction will be permitted. [Note: Consult IRS Publication 590 or a tax advisor for a full discussion of the rules for married couples filing separately.]

If you are married filing jointly and one spouse is an active participant and the other is not, the spouse who is an active participant must use the Applicable Phaseout Ranges table below to determine whether or not his or her individual contribution is fully deductible. The spouse who is not an active participant may make a fully deductible contribution if the combined AGI falls below \$150,000 for the year. The deduction is eliminated when the combined AGI is greater than \$160,000, and is phased out within those two limits using the formula described below

Applicable Phaseout Ranges

Year	Married Couples	
	Single Taxpayer	Filing Joint Return
2000	\$32,000 - 42,000	\$52,000 - 62,000
2001	\$33,000 - 43,000	\$53,000 - 63,000
2002	\$34,000 - 44,000	\$54,000 - 64,000
2003	\$40,000 - 50,000	\$60,000 - 70,000
2004	\$45,000 - 55,000	\$65,000 - 75,000
2005	\$50,000 - 60,000	\$70,000 - 80,000
2006	\$50,000 - 60,000	\$75,000 - 85,000
2007 & beyond	\$50,000 - 60,000	\$80,000-100,000

Within the individual's Applicable Phaseout Range, the individual will still be able to make a deductible contribution but it will be limited in amount. The amount by which AGI exceeds the Threshold Level (AGI minus the Threshold Level) is called Excess AGI. The Maximum Allowable Deduction Limit is \$2,000. The deduction limit for each Spousal IRA also is reduced for AGI above the applicable dollar amount. An individual can calculate the deductible portion of his IRA contribution - the "Deduction Limit" - as follows:

The Deduction Limit cannot, in any event, exceed 100% of compensation. Note: Beginning 2007, use "\$20,000" in place of "\$10,000" for married couples filing jointly for the active participant individual's deductible contribution equation.

If you are an active participant and are single, the deductible amount of your contribution is determined as follows: Subtract your Modified AGI from the Phase-out Maximum for the applicable year (specified below) multiply the difference by 20%. For example, if your 2000 MAGI is \$37,000, your maximum deductible contribution is \$1,000 (the 2000 Phase-out Maximum of \$42,000 minus your MAGI of \$37,000, multiplied by 20%). Round up the result to the next highest \$10 level (the next highest number which ends in zero). For example, if the result is \$611.40, round it up to \$620. If the final result is below \$200 but above zero, the Deduction Limit is \$200.

If you are an active participant, are married and you file a joint tax return, the deductible amount of your contributions is determined as follows: Subtract your Modified AGI from the Phase-out Maximum for the applicable year (specified below) and multiply the difference by 20%. (Multiply the difference between the Phase-out Maximum and your MAGI by 10% beginning in 2007.) For example, if your MAGI in 2000 is \$57,000, your maximum deductible contribution is \$1,000: ((\$62,000 minus \$57,000) multiplied by 20%. Round up the resulting number to the next highest \$10 level (the next highest number which ends in zero).

If you are married filing jointly and are not an active participant in an employer-maintained retirement plan, but are married to someone who is an active participant, your maximum deductible contribution is determined by taking \$160,000 minus your MAGI and multiplying the result by 20% (subject to the maximum combined annual contribution limit for Traditional and Roth IRAs of the lesser of \$2,000 or 100 percent of earned income).

Nondeductible Annual Contributions

Even if the individual may not make a fully deductible contribution, he may still make the maximum allowable contribution to the IRA. The amount of the contribution which is not deductible will be a nondeductible contribution to the IRA. An individual may also choose to make a contribution nondeductible even if he could have deducted part or all of the contribution. Interest or other earnings on the IRA contribution, whether from deductible or nondeductible contributions, will not be taxed until taken out of the IRA and distributed to the Participant. If the individual makes a nondeductible contribution to an IRA, he must report the amount of the nondeductible contribution to the IRS as a part of his tax return for the year, using Form 8606 attached to the Form 1040. An individual may make a contribution of up to \$2,000 at any time during the year, without having to know how much will be deductible. When the individual fills out his tax return, he then may figure out how much is deductible. If some portion of the contribution is not deductible, the individual may decide either to withdraw the nondeductible amount, or to leave it in the IRA and designate that portion as a nondeductible contribution on his tax return. If the individual decides to remove the nondeductible portion, it must be withdrawn before the tax filing deadline (plus extensions) and the amount withdrawn must include any earnings on such amount. The earnings are treated as income in the year in which the contribution was made and are subject to a 10% penalty tax if applicable. See paragraph F(2) below. Distributions of nondeductible contributions that are paid out after the tax filing deadline are subject to the taxation rules for regular distributions including extensions. See paragraph G(1). D. Rollover Contribution by the Participant

AGE 70½

No deduction will be allowed for contributions made for the tax year in which you attain age 70½ .

MARITAL STATUS.

Since a deduction is available to each eligible individual, your marital status and whether or not you file a joint return will have no effect on contributions to an IRA. Both husband and wife can claim the deduction if each individually is eligible and each adopts a separate IRA. If they do, the deduction is computed separately for each spouse whether or not they file a joint tax return.

Community property laws of a State or other jurisdiction do not apply to IRAs. Therefore, you and your spouse must meet the qualifications individually and determine the amount of deductible contributions on the income that each of you has earned individually. You may not claim a deduction based on the earnings of your spouse, even though a State's law may provide that each spouse owns half of the income.

The deductible contribution limitation is increased if you make a contribution to an IRA established for your non-compensated spouse. (See SPOUSAL IRA below.)

D. PROHIBITED TRANSACTIONS

If you or your beneficiary engage in a prohibited transaction described in Code Sec. 4975, the entire account will lose its exemption from tax and you must include the fair market value of the account in your income for the year in which the prohibited transaction took place. In addition, you may be liable for a penalty tax on premature distribution (see below). Examples of prohibited transactions are the borrowing of the income or corpus from an account, selling property to or buying property from the account, or receiving more than reasonable compensation for service performed for the account.

E. PLEDGING ACCOUNT AS SECURITY

If you use your account or any portion thereof as security for a loan, the portion so used is treated as distributed to you and may be subject to the 10% penalty tax on premature distributions (see below). Accordingly, if you invest in securities, you may not sell short or execute purchases in an amount greater than available cash.

F. PREMATURE DISTRIBUTIONS

If you receive a payment from your IRA before you attain the age of 59½, the payment will be considered a premature distribution, unless it falls under one of the following exceptions:

- (1) distributions made due to your death;
- (2) distributions made due to your disability;
- (3) any distribution to an alternate payee under a qualified domestic relations order;
- (4) a series of substantially equal periodic payments at least annually over a period not to exceed single or joint life expectancy;
- (5) distributions made to pay for medical expenses that exceed 7.5% of your adjusted gross income; or
- (6) distributions made to pay health insurance premiums by certain unemployed individuals;
- (7) distributions made to pay for certain qualified higher education expenses;
- (8) distributions made to pay for qualified first-time home purchases, not to exceed \$10,000;
- (9) a qualifying rollover distribution; or

(10) the timely withdrawal of the principal amount of an excess or nondeductible contribution.

If you receive a premature distribution, the amount received is included in your gross income in the taxable year of receipt. In addition, your income tax liability for that tax year is increased by an amount equal to 10% of the premature distribution includible in your gross income.

If your account is disqualified because you engaged in a prohibited transaction, discussed above, the amount deemed distributed to you is included in your gross income. The premature distribution penalty tax (10% of the amount of the deemed distribution) will also apply if you had not attained the age of 59½ before the beginning of such tax year.

If you request a distribution in the form of a series of substantially equal payments, and you modify the payments before 5 years have elapsed and before attaining age 59½ the 10% additional income tax will apply retroactively to the year payments began through the year of such modification.

G. FEDERAL ESTATE AND GIFT TAXES

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

H. TAXATION OF DISTRIBUTIONS

Taxable distributions from your IRA are taxed as ordinary income regardless of their source. They are not eligible for capital gains treatment or the special 5-year or 10-year averaging rules that may apply to lump-sum distributions from qualified employer plans.

All withdrawals from your IRA (except a direct transfer) are subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA distribution in most cases. If withholding does apply to your distribution, it is at the rate of 10% of the amount of the distribution.

I. EXCISE TAX ON EXCESS CONTRIBUTIONS

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

METHOD OF WITHDRAWING EXCESS IN A TIMELY MANNER.

This 6% penalty may be avoided, if the excess amount plus the earnings attributable to the excess are distributed by your tax filing deadline including extensions for the year the excess contribution was made, and you do not take a deduction for such excess amount. If you decide to correct your excess in this manner, the principal amount of the excess returned is not taxable, however, the earnings attributable to the excess are taxable to you in the year in which the contribution was made. In addition, if you are under age 59½ the earnings attributable are subject to a 10% premature distribution penalty. THIS IS THE ONLY METHOD OF CORRECTING AN EXCESS CONTRIBUTION THAT WILL AVOID THE 6% PENALTY.

METHOD OF WITHDRAWING EXCESS AFTER TAX FILING DUE DATE.

If you do not correct your excess contribution in the manner prescribed above by the due date for filing your tax return, then you may withdraw the principal amount of the excess (no earnings need be distributed). The 6% penalty will, however, apply first to the year in which the excess was made and each subsequent year until it is withdrawn.

\$2,000 RULE.

If the principal amount of your excess contribution is withdrawn after your tax filing deadline for the year during which the contribution was made it is not taxable unless the total amount of contributions you made during the year the excess was made exceeded \$2,000. In this case, the principal amount of the excess withdrawn is taxable and would be subject to the 10% premature distribution penalty if you are not yet age 59½.

UNDERCONTRIBUTION METHOD.

Another method of correcting an excess contribution is to treat a prior year excess as a regular contribution in a subsequent year. Basically all you do is undercontribute in the first subsequent year where you have an unused contribution limit until your excess amount is used up. However, once again you will be subject to the 6% penalty in the first year and each subsequent year that an excess remains.

J. REQUIRED DISTRIBUTIONS

TAXATION OF DISTRIBUTIONS.

When you start withdrawing from your IRA, you may take the distributions in regular payments, random withdrawals or in a single sum payment. Generally all amounts distributed to you from your IRA are included in your gross income in the taxable year in which they are received. However, if you have made nondeductible contributions to your IRA, the nontaxable portion of the distribution, if any, will be a percentage based upon the ratio of your unrecovered nondeductible contributions to the aggregate of all IRA balances, including SEP and rollover contributions, as of the end of the year in which you take the distribution, plus distributions from the account during the year. All taxable distributions from your IRA are taxed at ordinary income tax rates for federal income tax purposes and are not eligible for either capital gains treatment or 5/10 year averaging.

AGE 70½ REQUIRED MINIMUM DISTRIBUTIONS.

You are required to begin receiving minimum distributions from your IRA by your required beginning date (the April 1 of the year following the year you attain age 70½). The year you attain age 70½ is referred to as your "first distribution calendar year." Your minimum distribution is based upon the value of your account at the end of the prior year (less any required distributions you received between January 1st and April 1st of the year following your first distribution calendar year) divided by the joint life expectancy of you and your designated beneficiary. If you do not have a designated beneficiary then the minimum distribution will be based upon your single life expectancy.

As you can see, who you designate as beneficiary under your IRA will affect the period over which distributions may be made. If you have more than one primary beneficiary, generally the beneficiary with the shortest life expectancy will be the measuring life expectancy used for determining the period over which distributions will be made. If no beneficiary is named or you name a beneficiary which is not an individual (i.e., your estate), distributions will be based upon your single life expectancy.

By 30-days prior to April 1 following your first distribution calendar year, you must make certain elections on a form provided by the Custodian. If no election is made, you will be deemed to have elected to take your distributions over a period not to exceed your single life expectancy.

The required distributions for the second distribution calendar year and for each subsequent distribution calendar year must be made by December 31 of such year.

Unless otherwise elected by the Custodian (or by you, if the Custodian permits) in determining the amount to be distributed for the second distribution calendar year and subsequent distribution calendar years, your life expectancy (and your designated beneficiary's life expectancy) shall not be recalculated.

If the Custodian elects (or you elect, if the Custodian permits) to recalculate your life expectancy or your spouse's life expectancy, you will generally have a longer period of time over which payments will be made and therefore the minimum distribution will be less.

In any distribution calendar year you may take more than the required minimum. However, if you take less than the required minimum with respect to any distribution calendar year, you are subject to a federal excise tax of 50% of the difference between the amount required to be distributed and the amount actually distributed.

CAUTION: If you or your spouse should die, the decedent's life expectancy is reduced to zero which will reduce the period of distribution to the survivor's single life expectancy. If recalculation

is not elected, the death of either spouse will not have an effect on the payment period.

MINIMUM DISTRIBUTION INCIDENTAL BENEFIT (MDIB) RULE.

Basically, this rule specifies that benefits provided under a retirement plan must be for the primary benefit of a participant rather than for his/her beneficiaries. If your spouse is your sole beneficiary, these special MDIB rules do not apply. The amount required to be distributed under the MDIB rule may in some cases be more than the amount required under the normal age 70½ required minimum distribution rules.

The minimum amount to be distributed under the MDIB rules is the amount determined by taking the balance in your IRA account and dividing it by a factor taken from an IRA table specified in IRS regulations. The table provides life expectancies for you and a beneficiary who is assumed to be 10 years younger.

DEATH DISTRIBUTIONS.

If you die after your required beginning date, the balance in your IRA will be distributed in a manner which is at least as rapid as the method of distribution being used on the date of your death.

If you die before your required beginning date, the balance in your IRA must generally be distributed within 5 years from the date of your death. However your beneficiary(ies) may elect to receive the balance in your account over the single life expectancy of your designated beneficiary if distributions begin no later than the end of the year containing the one year anniversary of your death. In addition, if your only beneficiary is your surviving spouse, distributions need not commence until December 31st of the year you would have attained age 70½.

K. ROLLOVER CONTRIBUTIONS

ROLLOVER CONTRIBUTION FROM ANOTHER IRA.

A rollover from another IRA is any amount you receive from one IRA and roll some or all of it over into another IRA. You are not required to roll over the entire amount received from the first IRA. However, any amount you do not roll over will be taxed at ordinary income tax rates for federal income tax purposes.

The following special rules also apply to rollovers between IRAs:

1. The rollover must be completed no later than the 60th day after the day the distribution was received by you.
2. You may have only one IRA to IRA rollover during a 12 consecutive month period measured from the date you received a distribution of an IRA which was rolled over to another IRA. (See IRS Publication 590 for more information.)
3. The same property you receive in a distribution must be the same property you roll over into the second IRA. For example, if you receive a distribution from an IRA of property, such as stocks, that same stock must be rolled over into the second IRA.
4. You are required to make an irrevocable election indicating that this transaction will be treated as a rollover contribution.
5. You are not required to receive a complete distribution from your IRA in order to make a rollover contribution into another IRA, nor are you required to roll over the entire amount you received from the first IRA.
6. If you inherit an IRA due to the death of the participant, you may not roll this IRA into your own IRA unless you are the spouse of the decedent.
7. If you are age 70½ or older and wish to roll over to another IRA, you must first satisfy the minimum distribution requirement for that year and then the rollover of the remaining amount may be made.
8. Rollovers from a SEP or an Employer IRA follow the IRA to IRA rollover rules since your contributions under these types of plans are funded directly into your own IRA.

ROLLOVERS FROM EMPLOYER-SPONSORED PLANS.

Employer-Sponsored Plans Eligible for Rollovers to IRAs - Rollovers to IRAs are permitted if you have received an eligible rollover distribution from one of the following:

1. A qualified plan under Section 401 (a);
2. A qualified annuity under Section 403(a); or
3. A Tax Sheltered Annuity (TSA) or Custodial Account under Section 403(b).

ELIGIBLE ROLLOVER DISTRIBUTIONS BEFORE 1/1/93:

Eligible rollover distributions from a qualified Plan, annuity or TSA include a qualified total distribution, a partial distribution or a total distribution to you as an eligible alternate payee under a qualified domestic relations order (QDRO). (The following citations are from the Internal Revenue Code prior to its amendment under the Unemployment Compensation Amendments Act of 1992.)

A Qualified Total Distribution includes either a lump sum distribution (as defined under §402(e)(4)(A)), a plan termination distribution (as defined under §402(a)(5)(E)(i)(I)), or a distribution of accumulated deductible employee contributions (as defined under §402(a)(5)(E)(i)(II)). A Partial Distribution is also permitted to be rolled over if it meets the requirements under §402(a)(5)(D). A spouse or former spouse may make a rollover pursuant to a QDRO (as defined under §414(p)) if it meets the requirements under §402(a)(6)(F).

The following special rules apply to a rollover from an employer-sponsored plan to an IRA:

1. The rollover must be completed no later than the 60th day after the day the distribution was received by you.
2. You are required to make an irrevocable election indicating that this transaction will be treated as a rollover contribution.
3. You are not required to contribute the entire amount you received from the qualified plan, qualified annuity or TSA distribution.
4. If you are age 70½ or older and wish to roll over your qualified plan, qualified annuity or TSA distribution to an IRA, you must first satisfy the minimum distribution requirement for that year and then the rollover of the remaining amount may be made.
5. If your distribution consists of money which was nondeductible employee contributions, these amounts may not be rolled over to an IRA.
6. If your distribution consists of property (i.e., stocks) you may either roll over the same property (the same stock) or you may sell the distributed property and roll over the proceeds from the sale. This is true whether the proceeds from the sale are more or less than the fair market value of the property on the date of distribution. You may not keep the property received in the distribution and roll over cash which represents the fair market value of the property.

CONDUIT IRAS BEFORE 1/1/93.

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities and TSAs. The IRA is then used as a "holding account" until you subsequently roll that IRA back into another qualified plan, annuity or TSA. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which the qualified total distribution will be rolled over. When you decide to roll the conduit IRA back into a qualified plan or TSA, the entire balance in the IRA plan must be distributed. However, you are not required to roll over the entire amount into a qualified plan or TSA. Any amounts not rolled back into a qualified plan or TSA will be taxed to you at ordinary income tax rates. A surviving spouse who rolls a qualified total distribution to the spouse's own IRA may not use that IRA as a Conduit IRA.

ELIGIBLE ROLLOVER DISTRIBUTIONS AFTER 12/31/92:

Eligible rollover distributions from a qualified plan, annuity, or TSA generally include any distribution which is not:

1. part of a series of substantially equal payments that are made at least once a year and that will last for-
 - a.) your lifetime (or your life expectancy), or
 - b.) your lifetime and your beneficiary's lifetime (or joint life expectancies), or
 - c.) a period of ten years or more.
2. attributable to your required minimum distribution for the year; and
3. attributable to your "after-tax" employee contributions to the plan, since these amounts will be nontaxable when they are paid to you.

DIRECT ROLLOVER TO ANOTHER PLAN.

You can elect a direct rollover of all or any portion of your payment that is an "eligible rollover distribution," as described above. In a direct rollover, the eligible rollover distribution is paid directly from the Plan to an IRA or another employer plan that accepts rollovers. If you elect a direct rollover, you are not taxed on the payment until you later take it out of the IRA or the employer plan, and you will not be subject to the 20% mandatory income tax withholding otherwise applicable to Eligible Rollover Distributions which are paid directly to you. Your employer is required to provide you with a Notice regarding the effects of electing or not electing a direct rollover to an IRA or another employer plan. Although a direct rollover is accomplished similar to a transfer, the Custodian must report the direct rollover on Form 5498 as a rollover contribution.

ELIGIBLE ROLLOVER DISTRIBUTION PAID TO YOU.

If you choose to have your eligible rollover distribution paid to you (instead of electing a direct rollover), you will receive only 80% of the payment, because the plan administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. However, you may still roll over the payment to an IRA within 60 days of receiving the distribution. The amount rolled over will not be taxed until you take it out of the IRA. If you want to roll over 100% of the payment to an IRA, you must replace the 20% that was withheld from other sources. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over. In either event, the 20% that was withheld can be claimed on your income tax return as a credit toward that year's tax liability.

CONDUIT IRAs AFTER 12/31/92.

A direct rollover (or rollover within 60 days of receipt of any eligible rollover distribution may be treated as a "Conduit IRA, provided that a separate IRA is established for purposes of retaining the ability to later roll these funds back into a qualified plan or 403(b) plan, however, the amount distributed must be rolled over to the qualified plan or 403(b) plan. In addition, a surviving spouse may also treat such conduit IRA for purposes of rolling over into the surviving spouse's qualified plan or 403(b) plan.

SPECIAL RULES FOR SURVIVING SPOUSES, ALTERNATIVE PAYEES, AND OTHER BENEFICIARIES.

If you are a surviving spouse, you may choose to have an eligible rollover distribution paid in a direct rollover to an IRA or paid to you. If you have the payment paid to you, you can keep it or roll it over yourself to an IRA, but you cannot roll it over to an employer plan. If you are the spouse or former spouse alternate payee with respect to a Qualified Domestic Relations Order, you may have the payment paid as a direct rollover or paid to you which you may roll over to an IRA or another employer plan. If you are a beneficiary other than the surviving spouse, you cannot choose a direct rollover and you cannot roll over the payment yourself.

L. SPOUSAL IRA CONTRIBUTIONS

ELIGIBILITY.

An individual may make spousal IRA contributions on behalf of himself and his spouse if he is eligible to establish and contribute to an IRA in his own right (i.e., he must have "compensation" which is includible in his gross income). If you (the compensated spouse) are over the age of 70½ and your noncompensated spouse is under age 70½, then a contribution may still be made for the year into the IRA established by your non-compensated spouse. Such contribution, however, is limited to the lesser of 100% of your compensation or \$2,000.

LIMITATIONS ON CONTRIBUTIONS.

In order to make spousal IRA contributions, separate IRAs are established for the individual and for his spouse. For tax years beginning after 1996, the maximum limit on spousal contributions which may be deducted by the contributing spouse in a given tax year is the lesser of \$4,000 or 100% of his compensation. The maximum amount allowed as a deduction may be divided between the individual's IRA and the Spousal IRA in any manner provided the amount contributed to either IRA is not more than \$2,000. You must file a joint tax return for the year for which the contribution is made.

MISCELLANEOUS.

Each spouse becomes the owner or "Depositor" of his own IRA account and must execute the Adoption Agreement establishing the account. Once an IRA is established for a non-working spouse, the spouse, as the owner and "Depositor" of that IRA, becomes subject to all of the privileges, rules and restrictions applicable to IRAs generally.

M. FORM 5329

You must file IRS Form 5329 with your tax return for each tax year during which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed.

If you are under age 59½ and receive a premature distribution from your IRA, an additional 10% income tax will apply on the taxable amount of the distribution.

If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess which remains in your account.

If you are age 70½ or over or if you should die, and the appropriate required minimum distributions are not made from your IRA, an additional tax of is imposed upon the difference between what should have been distributed and what was actually distributed.

For tax years before January 1, 1997, you will be taxed an additional 15% on any amount you receive and include in income during a calendar year from qualified plans, TSAs and IRAs which exceeds the greater of \$150,000 (unindexed) or \$112,500 (indexed for cost of living). For tax years 1997, 1998, and 1999, the 15% excess distribution tax will not apply. Before you receive an excess distribution, you should seek advice from your tax advisor with respect to the application of these rules. In the event of your death, your estate may be subject to a 15% tax on the "excess accumulation" in all of your qualified plans, TSAs and IRAs. You should seek the advice of your own tax advisor with respect to the application of this excess accumulation penalty tax.

N. ADDITIONAL SELF-DIRECTION REQUIREMENTS UNDER THE TRUST MANAGEMENT INC. IRA-FINANCIAL DISCLOSURE

Under the Trust Management Inc. Individual Retirement Custodial Account, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you, or your Designated Representative (as described in Section "O" below), the Custodian will not make or dispose of any investments or distribute any funds held in the account. The Custodian has no power or duty to question the direction of a specified investment, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your Designated Representative, or by reason of any failure to act because of the absence of any directions. The Custodian may refuse to execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

INVESTMENT OF IDLE CASH.

In the event that cash is received by the Custodian for which there is no investment direction, or if cash in the account is less than the Custodian's applicable minimum reinvestment amount, the Custodian shall transfer said cash to an interest-bearing cash account of the Custodian's choice. All such cash shall remain invested in the interest-bearing cash account, earning interest which shall be posted to the account no less than monthly, until investment direction is received, or until the accumulated balance equals or exceeds the minimum reinvestment amount.

UNRELATED BUSINESS TAXABLE INCOME.

There is an exception to the tax-exempt status of your IRA when you invest in any security which is debt financed, or a limited partnership which actively conducts a trade or business rather than receiving passive income or which is publicly traded.

Unrelated Business Taxable Income (UBTI) from such an investment may be taxable to your account if it exceeds \$1,000 in any tax year. For purposes of the \$ 1,000 limit, all of your IRA accounts are considered to be one account. These taxes are an expense of your account and should be paid by you using assets in the account, and should be filed utilizing IRS Form 990-T. Trust Management does not calculate UBTI for your account and does not prepare Form 990-T. If your account has any investment which generates UBTI, you are responsible for preparing or having prepared on behalf of your IRA account the appropriate 990-T form. Upon completion, the form should be forwarded to the Custodian for filling along with instructions to pay any required tax.

ASSET VALUATION.

Trust Management shall periodically value the assets in your IRA account utilizing various outside sources available to it. However, the Custodian shall not guarantee the accuracy of prices obtained from quotation services, independent appraisal services, investment sponsors or parties related thereto or other outside sources.

Values for brokerage accounts shall be equal to the total equity value of the account, and shall reflect only those assets which are priced by the brokerage firm. Individual assets held within the brokerage account shall not be listed or priced individually on statements furnished by the Custodian.

In the absence of direction from the Secretary of the Treasury or his authorized representative to the contrary, the value of illiquid assets, such as limited partnerships and privately-held stock, shall be determined by a fair market value from the investment sponsor or other outside sources. If the investment sponsor is unwilling or unable to provide a fair market value or if the value is not provided to the Custodian, then the Custodian may list the value of the illiquid asset at its original cost or as price "Not Available." Assets which have no readily determinable market value, are bankrupt, or for which no original cost or value is otherwise available may have values reflected as "Not Available" on the Custodian's periodic statement.

GROWTH IN VALUE.

As stated in Articles IX and X of the Trust Management Inc. Individual Retirement Custodial Account Agreement, the assets of the IRA will be invested only in accordance with directions received from you or your Designated Representative. Trust Management Inc. permits you to invest the assets of your IRA in a wide variety of acceptable investments, but Trust Management, Inc. offers no investment advice as to which investments may be best for your Account. The value of assets in the Account that will be available to you at any given time will depend upon the amount of your contributions, the mix of permitted assets, and the success of your investment strategy. Accordingly, growth in value of the Account is not guaranteed, and the value at any given point in time in the future is impossible to predict.

Types of investments deemed to be acceptable to Trust Management Inc. are based on administrative factors unrelated to the prudence or viability of the investment. Trust Management Inc. evaluates only administrative feasibility with respect to any investment, and does not recommend or evaluate the merits or suitability of any investment. The decision by Trust Management Inc. to accept or reject any investment or category of investments does not constitute an opinion as to the prudence, viability, or advisability of the investment, nor does it constitute investment advice to you on the part of Trust Management, Inc.

O. DESIGNATED REPRESENTATIVE PROVISIONS

If you have designated a Representative in Section 5 of the Trust Management Inc. Individual Retirement Custodial Account Adoption Agreement, your designation is subject to the following provisions

1. You recognize that Trust Management Inc. is entitled to rely on directions from your Designated Representative, and you agree that Trust Management shall be under no duty to make an investigation with respect to any instructions received from your Designated Representative. You also recognize that your Designated Representative may choose to communicate investment directions to the Custodian via an agent, such as his office staff or broker/dealer organization
2. You are solely responsible for managing the investment of your IRA Custodial Account, and for directing your Designated Representative. All instructions, directions, and/or confirmations received by Trust Management Company, from your Designated Representative, shall be assumed to have been authorized by you
3. You recognize that the Designated Representative is your agent, and not an agent of Trust Management Inc.;
4. You may remove your Designated Representative and designate a new Representative by written notice to Trust Management Inc. However, removal of Designated Representative will not have the effect of canceling any instruction, direction, or confirmation which has been received by Trust Management from the Designated Representative prior to the date that notice of removal is received and processed by Trust Management; and
5. You agree to indemnify and hold Trust Management Inc. harmless from any and all liability or claims, including, but not limited to, damages, court costs, legal fees, and costs of investigation as a result of (i) any loss or diminution of your IRA funds resulting from changes in the market value of such funds; (ii) reliance or action taken in reliance on written or oral instructions received from you or your Designated Representative; (iii) any exercise or failure to exercise investment direction authority by you or by your Designated Representative; (iv) Trust Management, Inc.'s refusal on advice of counsel to act in accordance with any exercise of investment direction by you or your Designated Representative; (v) any other act or failure to act by you or your Designated Representative; (vi) any prohibited transaction or plan disqualification due to any actions taken or not taken by Trust Management Inc. in reliance on directions from you or your Designated Representative; or (vii) any other act Trust Management Inc. takes in good faith hereunder.

P. CUSTODIAN FEES

A schedule of the fees and charges of Trust Management Inc., including a Cash Management Sweep Fee for daily investments of undirected cash balances, is included in the Adoption Agreement. This schedule may be amended from time to time upon 30 days' prior written notice to you. The Custodian reserves the right to charge additional fees over and above those shown on the fee schedule for extraordinary services or expenses. Examples of extraordinary services include, but are not limited to, stop-payment fees, incoming or outgoing wire charges, checks returned for insufficient funds, safekeeping fees for tangible assets, or the administrative review of a private placement. You are responsible for the payment of any fees, expenses or other charges relating to your IRA account. If you do not pay such charges upon billing, or if you make an automatic withdrawal election, the fee expenses and charges will be withdrawn from the assets of your account.

Trust Management Inc. performs all subaccounting and interest posting functions (where applicable) for the omnibus demand deposit and interest-bearing money market accounts. Trust Management Inc. may receive a fee for these services, paid directly from the bank, money market sponsor, or affiliate of either entity. Such fees, if any, shall be a per-account administrative charge similar to costs which would be borne directly by the bank or fund sponsor, or paid to a third-part transfer agent for similar services. No subaccounting fee will be charged to or collected from your IRA account.

Q. IRS APPROVAL AS TO FORM

The Trust Management Inc. Individual Retirement Account is treated as approved as to form by the Internal Revenue Service since it utilizes precise language of Form 5305-A currently provided by the Internal Revenue Service, plus additional language permitted by such form. The Internal Revenue Service approval is determination only as to the form of the account, and does not represent a determination of the merits of the account.

R. ADDITIONAL INFORMATION

Additional information regarding Individual Retirement Accounts may be obtained from any district office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590 (Individual Retirement Arrangements).