

# Preferred Trust Company Custodial Agreement | Roth IRA

IRS Form 5305-RA (Rev. April 2017) Roth Individual Retirement Custodial Account under section 408(a) of the Internal Revenue Code

You (hereinafter "Depositor") are establishing a Roth individual retirement account (Roth IRA) under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

Preferred Trust Company, LLC (hereinafter "Custodian") has provided the depositor the disclosures statement required by Regulations section 1.408-6.

The Depositor has assigned the custodial account with the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

## Article I

Except in the case of a qualified rollover contribution described in section 408A(e), a re-characterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the custodian will accept only cash contributions up to \$5,500 per year for tax years 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

## Article II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a grantor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married grantor filing jointly, between AGI of \$186,000 and \$196,000; and for a married grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

## Article III

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

## Article IV

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

## Article V

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

3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

#### **Article VI**

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

#### **Article VII**

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

#### **Article VIII**

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

#### **Article IX**

Article IX may be used for any additional provisions. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code and may not imply that they have been reviewed or pre-approved by the IRS.

1. *Definitions.* In this part of the agreement (Article IX), the words "you" and "your" mean the Depositor. The words "we", "us", and "our" mean the custodian. The word "code" means the Internal Revenue Code, and "regulations" mean the Treasury Regulations.
2. *Notices, Correspondence, and Change of Contact Information.* Any required notice regarding your Roth IRA will be considered effective when we send it to the intended recipient at the Email address which we have on file, provided by you, in your Roth IRA application. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of contact information including email address and mailing address.
3. *Representations and Responsibilities.*
  - a. **General.** You represent and warrant to us that any information you have provided or will provide us with, with respect to this agreement, is complete and accurate. You acknowledge and agree that any representations, warranties, and agreements you have made as a part of or in connection with your application are hereby incorporated herein and made a part of this Account agreement. You agree that any direction you provide us with, or action you take will be in compliance with applicable federal and state laws and proper under this agreement. You agree that we are entitled to rely upon such information or directions. If we fail to receive direction from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification that is acceptable to us is received from you or the appropriate government or judicial authority. We will not be responsible for losses of any kind that may result from your direction to us or your actions or failures to act. We will not be responsible for losses of any kind that may result from our exercising our right to take no action until we have received further clarification acceptable to us, and you agree to reimburse and indemnify us for any loss we may incur as a result of such direction, actions or failure to act. We will not be responsible for any penalties, taxes, judgments, and/or expenses you incur in connection with your Roth IRA.

We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings, or this agreement. We may permit you to appoint, through a written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement; however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent. You agree to reimburse and indemnify us for any loss we may incur as a result of such direction, actions, or failures to act by your authorized agent. You will have thirty (30) days after you receive any documents, statements, or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If you do not notify us within thirty (30) days, the documents, statements, or other information will be

deemed correct and accurate, and we will have no further liability or obligation for such documents, statements, or other information or the transactions described herein.

By performing services under this agreement, we are acting as your agent. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement and as directed by you, or as required under the Code and the Regulations promulgated herewith respect to Roth IRAs. We may employ agents and organizations, including but not limited to Preferred Trust Company, LLC, for the purpose of performing administrative or other custodial-related services with respect to your Roth IRA for which we otherwise have responsibility under this agreement. The limitations on our duties to you under this agreement or otherwise shall also apply with respect to each agent or organization employed. You agree to release and indemnify, hold harmless and defend us from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss, resulting to the Roth IRA, to you or to any beneficiary or incurred by or asserted against us, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by you or your investment advisor or resulting from serving as the custodian, including, without limitation, claims, damages, liability, actions and losses asserted by you. You agree to reimburse or advance to us, on demand, all legal fees, expenses, costs, fines, penalties and obligations incurred or to be incurred in connection with the defense, contest, prosecution or satisfaction of any claim made, threatened or asserted pertaining to any investment or action you or your investment advisor directed through the custodian, including, without limitation, claims asserted by you, any state or federal regulatory authority self-regulatory organization. To the extent written instructions or notices are required under this agreement; we may accept or provide such information in any other form permitted by the Code or applicable regulations.

Under no circumstances shall custodian, or its officers, directors, employees, members, agents, licensors, or representatives be subject to or liable for any consequential, incidental, indirect, special exemplary, or similar damages, including without limitation, damages or costs incurred as a result of loss of time, loss of savings, loss of data, loss of revenues, and/or profits, whether foreseeable or unforeseeable, that may arise out of or in connection with this agreement or custodian or administrator complying with your directions, regardless if such damages are based in contract, tort, warranty, negligence, strict liability, products liability or otherwise.

- b. **Prohibited Transactions.** You understand that certain transactions are prohibited in Roth IRA plans under IRC Sec. 4975. You further understand that the determination of a prohibited transaction depends on the facts and the circumstances that surround the particular transaction. You understand that should your Roth IRA engage in a prohibited transaction; you will incur a taxable distribution as well as possible penalties. We will not determine as to whether or not any IRA investment constitutes a prohibited transaction. You represent to us that you have consulted or will consult with your own tax or legal professional to ensure that your directions or instructions or Roth IRA investments will not constitute a prohibited transaction and that your Roth IRA investments will comply with all applicable state and federal laws, regulations, and requirement.
- c. **Unrelated Business Income Tax (UBIT).** Since your Roth IRA is a tax-exempt organization under IRC, if your Roth IRA earns income from an investment which utilizes debt-financing, or which is derived from a business regarded as not related to the exempt purpose of your Roth IRA, it may be subject to "Unrelated Business Income Tax" if it is in excess of permitted deductions. In the event that your investment results in taxable income (unrelated or debt-financed) pursuant to IRC Section 511-514 in excess of the \$1,000 exclusion (that amount may be adjusted) for any taxable year, you agree to prepare or have prepared the applicable IRS form, and any other documents that may be required, and to submit them to us, for filing with the Internal Revenue Service. You agree to provide the appropriate payment directive authorizing the Custodian to execute the forms on behalf of your Roth IRA and to pay the applicable unrelated business income tax from your Roth IRA.
- d. **Listed Transactions and Reportable Transactions.** You understand that certain transactions are or may be identified by the Internal Revenue Service as abusive tax shelter schemes or transactions. You further understand that the determination of a listed or reportable transaction may depend upon the facts and circumstances that surround the particular transaction. We will not determine as to whether or not any Roth IRA investment constitutes a listed or reportable transaction. You represent to us that you have consulted or will consult with your own tax or legal professional to ensure that any listed or reportable transactions engaged in by your Roth IRA are identified. You further represent and acknowledge to us that with respect to any listed or reportable transaction, you are considered the entity manager who approved or caused your Roth IRA to be a party to the transaction and that you are responsible for: reporting each such transaction to the Internal Revenue Service, using the applicable Roth IRA form, paying any applicable excise taxes, disclosing to the Roth IRA custodian that such transaction was a prohibited tax shelter transaction; and directing us as to any necessary corrective action to be taken by your Roth

- IRA. You acknowledge that the foregoing representations are being relied upon by us and you agree to indemnify us with respect to all costs, expenses (including attorney's fees), fines, penalties, liabilities, damages, actions, judgments, and claims arising out of the breach of the foregoing representations, including, without limitation, claims asserted by you.
- e. **Custodian Provides No Investment Advice.** You acknowledge and agree that we are strictly a passive Custodian and as such do not provide legal or tax services or advice with respect to your Roth IRA investments. You release and indemnify and agree to hold harmless and defend us in the event that any investment or sale of your Roth IRA assets pursuant to an Investment Authorization and Direction form violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine, or tax imposed upon you, your Roth IRA, or the Custodian.
- f. **Investments and Applicable Securities Laws.** You represent to us that if any investment by your Roth IRA is a security under applicable federal or state securities laws, said investment has been registered or is exempt from registration under federal and state securities laws; and you release and waive all claims against us for our role in processing your instructions with respect to said investment. You acknowledge that the foregoing representation is being relied upon by us in accepting your investment directions and you agree to indemnify us with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments, and claims arising out of such investment and/or breach of the foregoing representation, including, without limitation, claims asserted by you.
- g. **Investment Insurance.** Custodian will not assume any responsibility to notify you, secure or maintain fire, casualty, liability, or other insurance coverage on any real property held by your Roth IRA or which serves as collateral under any mortgage or other security instrument held by your Roth IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you as the Roth IRA owner to arrange for such insurance as you determine necessary or appropriate to protect your Roth IRA assets and to direct us in writing as to the payment of any premiums. It is your responsibility to determine that payment has been made upon your written request by verifying them with your Roth IRA statements. We will not be responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges with respect to any investment held in your Roth IRA, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay from your Roth IRA. It is your responsibility to determine that payment has been made from the custodial account. You must utilize an appropriate payment directive form available from us within a sufficient period of time for such direction to be accomplished in accordance with Custodian's normal business practices.
- h. **Service Fees.** We have the right to charge an annual fee or other designated fees for maintaining your Roth IRA. We have the right to collect or otherwise receive as an additional fee, any interest or other earnings generated from the pooled trust account and any un-invested cash funds. We have the right to be reimbursed for all expenses, including legal expenses, which we incur in connection with the administration of your Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your Roth IRA at our discretion. We reserve the right to charge any additions fee upon thirty (30) days' written notice to you that the fee will be effective.
- i. **Invoices.** All invoices are due and payable upon receipt. If such a charge cannot be consummated, we will submit an invoice to you for all outstanding fees and expenses plus any applicable invoice costs and late fees. To collect such fees and/or expenses, we may, and you expressly authorize us to bill any credit card we have in our records related to your account.  
Fees are generally based upon the fair market value of the assets held in the Roth IRA; provided that where such assets are non-marketable investments or do not have a readily available market value, the fees shall be based upon cost or the estimated fair market value of such assets, whichever is greater. Publicly traded securities shall be valued at their fair market value. If cost is not reflective of fair market value with respect to the assets held in your Roth IRA, you may provide us with a qualified independent valuation of such assets for purposes of determining an appropriate fee; and we will give consideration to such independent valuation. Our determination shall be binding and conclusive for purposes of Roth IRA fees based upon value.
- j. **Earned Interest.** Depositor hereby specifically acknowledges that cash in the Depositor's Roth IRA, which the Depositor has not yet directed to be invested, will be placed temporarily in an interest-bearing account of Custodian's choosing. Depositor further acknowledges that, until such time as Depositor provides instruction as to how funds are to be invested, Depositor funds not yet invested will earn interest at the market interest rate currently offered by the Custodian. Depositor acknowledges that such rate is not fixed and may be subject to fluctuation. Depositor's cash account will be credited at the end of each month for interest earned during the month at the current rate in effect. Interest earned on invested cash that exceeds the rate currently offered by the

Custodian will be retained by Preferred Trust Company, LLC as income. The Custodian shall be entitled to retain this income net of related service fees.

4. *Investment of Funds in the Roth IRA.*

- a. **General.** You have exclusive responsibility for and control over the investment of assets in your Roth IRA. All transactions shall be subject to any and all restrictions and/or limitations, direct or indirect, which are imposed by our Articles of Incorporation, or bylaws; any and all applicable state and federal laws and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearing house where the transaction is executed; our internal policies, standards and practices; and this agreement. After your death, your beneficiary(ies) will have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this agreement (including, without limitation, Section 3 of this article). We will not exercise the voting rights and other shareholder rights with respect to investments in your Roth IRA unless you provide timely written directions acceptable to us according to our current policies and procedures. You will select the type of investment for your Roth IRA assets, provided that your selection of investments shall be limited to those types of investments that are permitted by federal and state law and approved by the Internal Revenue Service and comply with our internal policies, practices, and standards and are deemed administratively feasible by us. We may, or one or more of our affiliates may, in our, or our affiliates, sole discretion, make available to you, additional investment offerings, which shall be limited to publically traded securities, mutual funds, money market instruments and other investments that are obtainable by us, or our affiliates, and that we, or our affiliates, are capable of holding in the ordinary course of business.
- b. **Custodian Acting in a Passive Capacity Only.** We act solely as a passive custodian to hold Roth IRA assets, and we have no discretion to direct any investment in your Roth IRA. Accordingly, we are not a fiduciary (as said term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state, or local laws) with respect to your Roth IRA account. You acknowledge and agree that we are not a fiduciary with respect to your Roth IRA account. It is not our responsibility to review the prudence, merits, viability, or suitability of any investment directed by your or your investment advisors or to determine whether the investment is acceptable under ERISA, the Code, or any other applicable law. We do not offer investment advice, nor do we endorse any investment, investment product, or investment strategy; and we do not endorse any investment advisor, representative, broker, or other party selected by you. We have no responsibility to question or otherwise evaluate any investment directions provided by you or by an investment advisor or representative appointed by you. It is your responsibility to perform proper due diligence with regard to any such representative, investment advisor, broker, or other party. We will follow the directions of any such investment advisor, representative, broker, or other party selected by you provided that you furnish us with written authorization and documentation acceptable to us. We will be entitled to all the same protections and indemnities in our reliance upon and execution of the directives of such investment advisor or other party as if such directives were given by you. We are not under obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate or perform due diligence for any investment directed by you or your investment advisor, representative, or agent. We are not responsible for notifying you or take any action should there be any default or other obligation with regard to any investment. Any review performed by us with respect to an investment will be solely for our own purposes of determining compliance with our internal policies, practices and standards, and the administrative feasibility of the investment and neither such review nor its acceptance should be construed in any way as an endorsement of any investment, investment company, or investment strategy. We also have the right not to affect any transaction/investment which we deem to be beyond the scope of our administrative responsibilities, capabilities or expertise or that we determine in our sole discretion does not comply with our internal policies, practices, or standards. We have no duty or obligation to notify you with respect to any information, knowledge, irregularities or our concerns relating to your investment or your investment advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by us. We will make reasonable efforts to acquire or sell investments in accordance with your directions within a reasonable period of time after we have received an investment direction and we will make reasonable efforts to notify you if we are unable or unwilling to comply with an investment direction. Subject to the foregoing, we shall remit funds as directed, but have no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by you.
- c. **Investment Documentation.** In directing us with respect to investments, you must utilize our Investment Authorization and Direction form or such other form acceptable to us. We shall be fully protected in acting upon any instrument, certificate, paper, or transmission believed to be genuine and to be signed or presented by the proper person(s) whether or not by facsimile, email, or other form acceptable to the Custodian, and the Custodian shall under no obligation to make any investigation or inquiry as to any statement contained in any such communication, but may accept the same as conclusive evidence of the truth and accuracy of the statements

therein contained. You authorize and direct us to execute and deliver, on behalf of your Roth IRA, any and all documents delivered to us in connection with your Roth IRA investments; and we shall have no responsibility to verify or determine that any such documents are complete, accurate, constitute the documents necessary to comply with your investment direction. You authorize and direct us to correct errors in investment titling without notice to you and to correct other minor clerical errors with email consent from you upon verification of your identity.

- d. **Un-Invested Cash Funds.** From time to time you may deposit funds with us, have available free credit balances or otherwise direct us to hold funds for you not subject to a current Direction of Investment, or otherwise awaiting your direction for investment or deposit. You acknowledge and agree that un-invested cash funds from your account may be pooled with un-invested cash funds from your account may be pooled with un-invested cash funds from other accounts.

You direct us to sweep or deposit all un-invested cash funds automatically into an FDIC insured bank account (which may be pooled with un-invested cash funds from other accounts) until such time as further direction is received from you or your designated representative(s). You authorize us to transfer any uninvested cash funds to a different FDIC insured bank account without any further approval from you. FDIC insured bank accounts used to hold un-invested cash funds may include, without limitation, certificates of deposit, money market accounts or similar FDIC or government insured accounts at state or national banks or credit unions. Any FDIC insurance, which may be applicable to your account, will be subject to all applicable laws and regulations, including those laws and regulations related to FDIC insurance limitations. We will be entitled to retain and have paid to us as a fee any interest or other income earned or otherwise generated from the un-invested cash funds deposited in such accounts. You acknowledge and agree that this fee may be retained by us as additional compensation for the services provided by Custodian under this agreement. In the event un-invested cash funds are deposited in an account that is subject to any breakage fee, early withdrawal fee or similar fee or penalty, we will be responsible for and pay any such account fee without deduction to or offset from the amount of any un-invested cash funds. You understand and agree that we may pay such account fee either from our general operating funds or by drawing on a line of credit or other credit facility from the relevant account institution. You further understand and agree that such a credit facility may be subject to a general or specific collateral pledge from us to the bank that may include a pledge of any of our deposit accounts at such institution.

5. *Beneficiary(ies).*

You may designate one or more persons or entities as beneficiary of your Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your Roth IRA. If you do not designate a beneficiary, or if all your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary. A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your Roth IRA as his or her own. We may allow, if permitted by state law, an original Roth IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distributions from an inherited Roth IRA at the time of your death) to name a successor beneficiary(ies) for the inherited Roth IRA.

6. *Required Minimum Distributions.*

Roth IRAs do not require withdrawals until after the death of the account owner. You can leave amounts in your Roth IRA as long as you live.

7. *Termination of agreement, Resignation, or Removal of Custodian.*

Either party may terminate this agreement at any time by providing written notice to the other. We can resign as Custodian at any time effective thirty (30) days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your Roth IRA to another financial institution or complete an account closure request. If you do not complete a transfer or closure of your Roth IRA within thirty (30) days from the date we send the notice to you, we have the right to pay or distribute your Roth IRA assets to you in a single sum or assignment. We will not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If this agreement is terminated, we may charge your Roth IRA, a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- Any fees, expenses or taxes chargeable against your Roth IRA;

- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth IRA after you Roth IRA account with us is closed. If there are additional assets remaining in or subsequently credited to your Roth IRA account, we will endeavor to distribute or transfer such assets in accordance with your prior direction, but after offsetting any applicable administrative expenses and custodial fees (per our then current fee schedule). If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another custodian or trustee.
- We may establish a policy requiring distribution of the entire balance of your Roth IRA to you in cash or property if the balance of your Roth IRA drops below the minimum balance required under the applicable investment or policy established.

If the former custodian of the account has resigned and we were appointed as the new custodian, we will acquire all of the powers conferred upon the former custodian, but, notwithstanding any provision of this Agreement to the contrary: (i) we are not liable for any act or failure to act of any former custodian; (ii) we have no duty to review the acts or omissions of any former custodian; (iii) we have no duty to review the assets of the account delivered to us as the new custodian; and (iv) by virtue of its acceptance of its appointment as the new custodian, are not rendering, and shall not be deemed to render, any investment, legal or tax advice with respect to the account or any assets held in the account, including as to whether any of the assets qualify to be held in an IRA.

8. *Successor Custodian.*

If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your Roth IRA) is bought by another organization, that organization (or agency) shall automatically become the Custodian or trustee of your Roth IRA, but only if it is the type of organization authorized to serve as an Roth IRA custodian or trustee.

9. *Amendments.*

We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within thirty (30) days from the date we send the amendment, you notify us in writing that you do not consent.

10. *Withdrawals or Transfers.*

All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals/Distributions will be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

11. *Transfers from other Plans.*

We can receive amounts transferred to this Roth IRA from the custodian or trustee of another Roth IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by Internal Revenue Code. We reserve the right not to accept any transfer or direct rollovers.

12. *Liquidation of Assets.*

- a. We have the right to liquidate assets in your Roth IRA if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies, penalties, or surrender charges properly chargeable against your Roth IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.
- b. In the event you fail to pay any fees, costs, indemnities, penalties, expenses or payments due to Custodian required by this Agreement or otherwise, and such amounts remain unpaid 10 days after notice from Custodian, immediately upon the expiration of such 10 day cure period you shall be deemed to, as collateral security for the prompt and complete payment of such unpaid fees or other amounts, pledge, assign and grant to Custodian to the maximum extent permitted by law and the Regulations, a lien on and security interest in all of your rights, title and interests in such portion of the custodial account, the Un-Invested Cash Funds and any other deposit, monies, accounts and other assets in such accounts or otherwise deposited with Custodian at such time in an amount

equal to the amounts necessary to pay in full such amounts then due to Custodian. Upon the grant of such security interest as described in this Section 8.12(b), you hereby authorize Custodian to file all financing statements and other documents and take such other actions as may from time to time be necessary or desirable in the Custodian's sole discretion to perfect and to maintain the perfection and priority of such security interest. You understand and agree that pursuant to Section 408(e) of the Code the portion of any Roth IRA funds pledged as collateral may be treated as distributed to that individual and subject to taxes, interest and penalties which you will be responsible for and agree to indemnify and hold Custodian harmless therefrom.

13. *Restrictions.*

Neither you nor any beneficiary may sell, transfer, or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this agreement. The assets in your Roth IRA shall not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.

14. *Applying Laws.*

This Agreement is subject to all applicable federal laws and regulations and shall be governed by and construed under the applicable laws of the State of Nevada. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision. Any suit filed against Custodian arising out of or in connection with this Agreement shall only be instituted in the county courts of Clark County, Nevada where Custodian maintains its principal office and you agree to submit to such jurisdiction both in connection with any such suit you may file and in connection with any suit which we may file against you.

15. *Asset Valuation Policy.*

- a. A statement of fair market value ("FMV") of your IRA will be transmitted to you by January 31 of each year, reflecting the FMV of your IRA as of December 31 of the previous year.
- b. With respect to securities that have publicly available prices, we will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources, we believe to be reliable, we cannot and do not guarantee their accuracy and shall not be liable for its good-faith reliance on those quotation services. Where a brokerage account is held as an asset of your account, the FMV shall reflect only the total value of the brokerage account as reported by the brokerage firm to us for the IRA.
- c. With respect to Alternative Assets, you or another party (the "Valuation Agent") chosen by you and identified in writing to us must provide the FMV of such Alternative Assets to us at the time you direct us to acquire such Alternative Asset for your account and, with respect to the FMV of such Alternative Asset as of December 31 of each year (the "December 31 FMV"), you must provide such value by the fifteenth (15<sup>th</sup>) business day in January, or such later date as we in our sole discretion provide in our asset valuation procedures, of the following year (the "Cut-off Date"). For purposes of this section of the Agreement, "Alternative Assets" means investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages, precious metals, and interests in certain entities, including but not limited to limited liability companies, limited partnerships, private equity funds and hedge funds.
- d. You agree that the Alternative Assets such as limited liability companies, limited partnerships, private equity funds, hedge funds, and other similar entities you direct us to accept the FMV for any such Alternative Asset held in your account from the investment entity itself and hereby appoint each such entity (the "Investment Sponsor") as the Valuation Agent for your account's investment in the entity itself. You shall cooperate with us to cause each Valuation Agent to sign such documents as we shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to us by the Cut-off Date. Failure of any Valuation Agent to provide a timely valuation shall be your sole responsibility, and we shall not be required to take any steps to secure an updated FMV for your account.
- e. We shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by you or a Valuation Agent. If you or any Valuation Agent furnish valuations in addition to the required December 31 FMV, we shall reflect the latest valuation received on an asset in your account statements on a timely basis, but we shall have no duty to inform you or to follow up with any Valuation Agent with respect to the status of any such additional valuation. Due to the nature of the Alternative Assets and the manner in which their valuations are reported to us, we cannot be, and are not, responsible for their accuracy and such valuations may not be as of the date of the account statement or online account viewing. Calculations for Alternative Assets from any source should not be solely relied upon by you or your agent for making purchase,



investment or sale decisions; you and your agent should consider whether to take additional steps to substantiate the then current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

- f. We shall have no duty or responsibility to solicit any valuation for any Alternative Asset, including the December 31 FMV, from either you or the Valuation Agent. If we do not receive a December 31 FMV for an Alternative Asset for any year by the Cut-off Date, you hereby direct us to use as the December 31 FMV for such year, the last FMV provided to us, or if none, the original purchase price (each, as the case may be, the "Last Value").
- g. At any point after there has been a failure to provide us with a December 31 FMV for any Alternative Asset for a period exceeding 12 months, (A) we may, but shall not be required to, distribute such Alternative Asset at its Last Value to you, and we shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution, or (B) if such December 31 FMV is required to calculate the amount of a required minimum distribution (in accordance with IRC section 401(a)(9)); or if a FMV is required due to a court order or similar circumstance, we may, but shall not be required to, obtain an appraisal for such Alternative Asset from an independent third party, and the cost of such appraisal shall be paid by you or from the IRA. In addition, we may, in our sole discretion and upon notification to you, distribute the entire IRA in satisfaction of the requirements of IRC section 401(a)(9), with any Alternative Assets valued at the Last Value, either (a) at any point after there has been a failure to provide us with a December 31 FMV for an Alternative Asset for a period exceeding 12 months; (B) if a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to us; or (C) if we know or have reason to believe that the FMV of the account is or reasonably appears to be unreliable or inaccurate.
- h. If it is necessary to value an Alternative Asset due to your death, and a FMV is not supplied to us in a timely manner by the estate, your beneficiaries or Valuation Agent, we may, but shall not be required to, obtain an appraisal for such Alternative Asset from an independent third-party, and the cost of such appraisal shall be paid from the IRA.
- i. We shall have no responsibility or liability for acting in reliance on a FMV reported by you or any Valuation Agent (including any Investment Sponsor) or for the accuracy of a required minimum Distribution calculated based upon the December 31 FMV of an Alternative Asset.
- j. You shall indemnify and hold us harmless from any loss, damages tax or other consequences to you or the IRA arising from or relating to the valuation of an Alternative Asset, including us accepting, reporting and acting upon any FMV supplied by you or a Valuation Agent, or for using the Last Value as provided in this Agreement.

16. *Affiliated Business Disclosure.*

This is to give you notice that Preferred Trust Company, LLC has an affiliated business relationship with Ignite Funding, LLC and I Management Group, LLC. The controlling principles of Preferred Trust Company maintain an ownership interest in Ignite Funding and I Management Group. Ignite Funding provides mortgage broker services and investment opportunities. I management Group provides real estate management and operational oversight services. I understand that as an IRA account owner at Preferred Trust Company, I may be introduced to products and services, including those offered by our affiliates. Due to the affiliation with Preferred Trust Company, Ignite Funding and I Management Group may receive a financial or other benefit.

17. *Resolving Disputes and Binding Arbitration.*

- a. You, and your representatives and agents or beneficiaries and we must first attempt in good faith to resolve by negotiation any dispute that in any way arises out of or relates to this agreement. In the event that the parties are unable to resolve their dispute by negotiation, any controversy, claim, counterclaim, cross claim, or other dispute arising out of relating to the account or this agreement, or breach, termination, interpretation or validity thereof, including any challenge to the making of this agreement or the determination of the scope or applicability or enforceability of this agreement or arbitrate, whether sounding in tort, contract, equity, statute or otherwise, must be settled by individual, confidential, binding arbitration before a sole arbitrator, in accordance with the laws of the State of Nevada for agreements made in and to be performed in Nevada. ARBITRATION MEANS YOU WAIVE THE RIGHT TO A JURY TRIAL.
- b. Any and all claims arising out of or relating to the account or this agreement are barred unless an arbitration is filed within two (2) years from the date that you, your representatives or agents, or beneficiaries knew or could have known of the facts giving rise to such claim or claims.
- c. The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures, as may be in effect from time to time ("JAMS Rules"). The parties acknowledge that you are an investor, not a consumer, and this agreement concerns investment transactions in an account that are controlled by you. Therefore, the parties specifically agree and acknowledge that the JAMS Consumer Arbitration Minimum Standards that allocate the costs and fees associated with the arbitration, that set the venue for the arbitration, or any other provision of those Standards that conflicts with the terms of this Agreement.

- d. Any arbitration award will not include factual findings or conclusions of law, and no consequential, punitive, indirect, incidental, exemplary or special damages will be awarded. The arbitrator will not have any power or authority to render any award or issue any order at any time except as permitted in this agreement. The award of the arbitration will be binding on both parties, is not appealable, and may not be disputed in any court. Notwithstanding any other rules, no arbitration proceeding brought against us will be consolidated with any other arbitration proceeding without our consent. Judgement may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Las Vegas, Nevada, or in any other court having jurisdiction for this limited purpose only. You and your representatives and agents or beneficiaries agree that claims and disputes may only be brought to arbitration in your individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The prevailing party in any judicial motion to compel arbitration or confirm or enforce an arbitration award rendered pursuant to this paragraph shall be entitled to reimbursement of its reasonable attorney's fees and costs from the non-moving party.

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

**Purpose of Form.** Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

**Do not** file Form 5305-RA with the IRS. Keep in with your records.

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

## Definitions

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

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

## Specific Instructions.

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

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

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