

**Traditional IRA, Rollover,  
SEP, SAR-SEP,  
Bene IRA  
APPLICATION BOOKLET**

# TABLE OF CONTENTS

Instructions.....	1-1
Disclosure Statement.....	2-1
Application (5305-A form).....	3-1
5305-SEP.....	4-1
Beneficiary Designation / Change form.....	5-1
Fee Schedule.....	6-1

# **Instructions for Self-Directed Traditional, Rollover, SEP IRA**

## **Consult with Your Attorney**

Carefully read the enclosed information. Please consult with your attorney or tax advisor if you are thinking about starting your own trust.

## **Disclosure Statement & Custodial Account Agreement**

Before you complete any forms, read the Disclosure Statement and Traditional Individual Retirement Custodial Account Agreement in their entirety.

## **Important Information about Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires Mesirow Financial, Inc. to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

## **Contributions**

Forward all contributions to Mesirow Financial, Inc. To make sure the contributions are associated with the proper tax year, the firm's cash statement must designate the tax year for which the contribution is made. If no year is designated, the contribution will be considered made in the tax year in which it is deposited.

With the exception of rollovers, contributions in excess of the allowable amount per year (as indexed), plus excess of allowable catch-up contributions (as indexed) (or such limits as may be established by law) cannot be accepted. Do not over-invest as this will cause a debit balance and may disqualify your Plan. Commissions are part of the cost of the investment and may not be paid separately. Send contributions to:

Mesirow Financial, Inc.  
Attn: Cash Management  
353 North Clark Street  
Chicago, Illinois 60654

## **Required Forms**

	<b>IRA</b>	<b>Rollover IRA</b>	<b>Beneficiary IRA</b>	<b>SEP IRA</b>	<b>SAR-SEP</b>
<b>Application (5305-A)</b>	Required	Required	Required	Required	Required
<b>Form 5305-SEP</b>	n/a	n/a	n/a	Required	n/a
<b>Form 5305-A-SEP</b>	n/a	n/a	n/a	n/a	Required
<b>Designation of Beneficiary Form</b>	Required	Required	Required	Required	Required
<b>Death Certificate</b>	n/a	n/a	Required	n/a	n/a

## **Instructions for Self-Directed Traditional, Rollover, SEP IRA**

---

### **Application (Form 5305-A) Traditional Individual Retirement Custodial Account**

This is the basic legal document through which you establish a custodial account. It should be carefully considered. Please read all articles of the agreement and the Miscellaneous section before signing and dating. We cannot accept an incomplete or unsigned application. Send the original to:

Mesirow Financial, Inc.  
Attn: New Accounts Department  
353 North Clark Street  
Chicago, IL 60654

Enter your name, birth date, address and social security number at the top of the first page.

In the next section, enter in the anticipated amount of the initial deposit.

Sign and date the last page

---

### **Form 5305-SEP Simplified Employee Pension-Individual Retirement Accounts Contribution Agreement**

This is the form that makes your IRA a SEP IRA. You may use the form included in this application booklet or provide a copy of the form the employer has on file. This form must be completed and signed by the employer.

Enter in the name of your business, which will be the employer to make the agreement with Mesirow Financial, Inc.

By default, 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 in Article I.

#### Article I- Eligibility Requirements

Enter the age of eligibility (not to exceed 21 years old).

Enter the number of service years required to be eligible (not to exceed 3 years).

Check the applicable boxes if you wish to **include** or **not include**: employees covered under a collective bargaining agreement, certain nonresident aliens, and/or employees whose compensation for the year is less than \$450.

Article II - A representative of the employer must sign and date the agreement and then print their name and title.

---

### **Form 5305-A-SEP Salary Reduction Simplified Employee Pension-Individual Retirement Accounts Contribution Agreement**

SEPs permitting elective deferrals cannot be established after 1996. If you established a SAR-SEP before 1997, under current law you may continue to maintain it. You should obtain a copy of the existing form on file with your employer.

---

## **Instructions for Self-Directed Traditional, Rollover, SEP IRA**

---

### **Designation/Change of Beneficiary Form**

This is the form used to designate the beneficiaries of your account. If you do not provide this form or if we are unable to accept the form due to incomplete or inaccurate information, your spouse will be deemed to be your beneficiary. If you do not have a spouse or they predecease you, your estate will be deemed to be your beneficiary.

When completing this form, you must name at least one primary beneficiary. If more than one primary beneficiary is named, all percentages must total 100%. All contingent beneficiary percentages must total 100%.

Each beneficiary designation must be clear and complete. We can not accept designations that include “or” or “and/or”. Designations for a class will not be accepted (eg. “children”, “grandchildren”) – specific individuals must be named. Any changes to the form must be initialed by the account owner.

For each beneficiary, you must enter:

- whether they are to be a primary or contingent beneficiary
- the beneficiary’s full name,
- their relationship to you,
- their social security number,
- their date of birth, and
- the percentage you wish them to receive.

Unless specified otherwise, if a primary beneficiary predeceases you, the remaining primary beneficiaries will be entitled to a pro-rated portion of their share based on the percentages you assigned to them. If all primary beneficiaries predecease you, the contingent beneficiaries will be entitled to the proceeds of the account.

If you require more room than our form allows, you may include an attachment with this form as long as it contains your account number and all of the information normally supplied on our form for each beneficiary and you have signed and dated it as well.

The beneficiary designations can be changed at any time by submitting a new Designation/Change of Beneficiary Form to Mesirow Financial Inc., IRA Department.

---

### **Death Certificate**

A copy of the death certificate must be provided for any Beneficiary IRA.

---

**MESIROW FINANCIAL  
TRADITIONAL INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT  
DISCLOSURE STATEMENT**

This Disclosure Statement contains information concerning certain legal and financial aspects of the Mesirow Financial, Inc. Traditional Individual Retirement Custodial Account (the "Mesirow Traditional IRA" or the "Mesirow IRA"). Mesirow Financial, Inc. is the "Sponsor" and "Custodian" of the Mesirow Traditional IRA. This Disclosure Statement should be read in conjunction with the Mesirow Traditional IRA.

This Disclosure Statement does not restate the specific terms of the Mesirow Traditional IRA itself. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS DISCLOSURE STATEMENT AND THE TERMS OF THE MESIROW TRADITIONAL IRA, THE LATTER SHALL CONTROL.

Internal Revenue Service ("IRS") regulations require that you be given this Disclosure Statement to make certain that you fully understand the nature of an individual retirement account ("IRA"). Please read this Disclosure Statement carefully.

This Disclosure Statement describes the rules applicable to traditional IRAs as of July 1, 2010. It does not describe any changes in those rules that may occur after July 1, 2010.

**A. RIGHT OF REVOCATION**

If you establish a Mesirow Traditional IRA, you may revoke it by notifying Mesirow Financial, Inc. in writing by first class mail, postmarked within seven days after the date you established your Mesirow Traditional IRA. Send the notice to the following address:

Mesirow Financial, Inc.  
Attn: New Accounts  
353 North Clark Street  
Chicago, IL 60654

In the event of revocation, all contributions made to the Mesirow Traditional IRA and the initial acceptance fee will be returned to you, without adjustment for administrative expenses or for fluctuation in market value.

**B. OPERATION AND TAX TREATMENT OF A MESIROW TRADITIONAL IRA**

**1. What Is a Mesirow Traditional IRA?** A Mesirow Traditional IRA is a custodial account which allows you, if you are an eligible individual described in Question 2, to save for your retirement more rapidly than is possible with investments that are not tax-deferred. More rapid saving is possible because, if a traditional IRA meets the applicable rules under the Internal Revenue Code (the "Code") –

Contributions to it (except for rollover contributions and direct transfers discussed in Question 9) may be deductible from your gross income for the taxable year for which you make the contribution; and

An IRA, including earnings, is generally exempt from taxation until distributions from it occur.

**2. Who Is Eligible to Contribute to a Traditional IRA?** You may make a contribution to a traditional IRA if you have earned income and you will not attain age 70-1/2 before the close of the taxable year for which the contribution is made (except in the case of contributions for your non-working spouse under the age of 70-1/2 – see Question 5; or in the case of rollover or transfer contributions – see Question 9). The fact that you are covered under any other type of retirement plan will not prevent you from making contributions to the IRA.

**3. What Amount May I Contribute?** You may generally contribute to your traditional IRA up to the lesser of the contribution limit (\$5,000 for 2010) or 100% of your compensation. If you will attain age 50 or older during the contribution year, your contribution limit is increased by a "catch-up" contribution amount (an additional \$1,000 for 2010, bringing the limit to \$6,000 for 2010) You may also make contributions to a spousal IRA based on your spouse's age (see Question 5). The total of all IRA contributions to any of your IRAs may not exceed the limits outlined above. The IRA contribution limits will increase in later years in increments of \$500 if warranted by changes in the cost of living. Except for rollover contributions and direct transfers as described in Question 9 and "SEP" contributions as described in Question 11, contributions may not be accepted from you or on your behalf if they exceed the above limits. "Compensation" for purposes of the limit described above is subject to a number of different rules. However, the IRS permits you to use the amount properly shown in box 1 (Wages, tips, other compensation), less any amount properly shown in box 11 (Nonqualified plans), on your Form W-2 (Wage and Tax Statement) as your compensation for purposes of the limit described above. Contributions must be made in cash (e.g. check, wire, ACH).

**4. Is My Contribution Deductible?** If neither you nor your spouse is an “active participant” (see (a) below), you may take a deduction for the entire amount contributed to your traditional IRA. If either you or your spouse is an active participant, but your “AGI” (see (b) below) is below a certain level, you may also make a fully deductible contribution to a traditional IRA.

- a) **Active Participant.** You are an “active participant” for a year if you are covered by a retirement plan. You are covered by a retirement plan for a year if your employer or union has a retirement plan under which money is added to your account or if you are eligible to earn retirement credits. Your Form W-2 for the year should indicate your participation status.

You are an active participant for a year even if you are not yet vested in your retirement benefit. Also, if you make required contributions or voluntary employee contributions to a retirement plan, you are an active participant. In certain plans, you may be an active participant even if you were only with the employer for part of the year.

- b) **AGI.** If you are an active participant, you must look at your adjusted gross income (“AGI”) for the year (if you and your spouse file a joint tax return, use your combined AGI) to determine whether you can make a deductible contribution to a traditional IRA. Your tax return will show you your AGI, but your AGI for this purpose is unreduced by your deductible contributions to any IRA. If you are at or below a certain AGI level, called the “threshold level,” you are treated as if you were not an active participant and can make a deductible contribution under the same rules as a person who is not an active participant.

If you are single or you file a head-of-household return, your threshold level for 2010 is \$56,000. If you are married and file a joint tax return, your threshold level for 2010 is \$89,000. These two threshold levels will increase in later years in increments of \$1,000 if warranted by changes in the cost of living. If you are married but file a separate tax return, your threshold level is \$0.

If your AGI is less than \$20,000 above your threshold level (\$10,000 if you do not file a joint return), you will still be able to make a deductible contribution, but it will be limited in amount. The amount by which your AGI exceeds your threshold level (AGI - threshold level) is called your “excess AGI.” The maximum allowable deduction is \$5,000 for 2010 (\$6,000 if you will attain age 50 or older during 2010; \$10,000-\$12,000 with the use of a spousal IRA).

If you file a joint return with your spouse, you can calculate your deduction limit as follows –

$$\frac{\$20,000 - \text{Excess AGI}}{\$20,000} \times \text{Maximum Allowable Deduction} = \text{Deduction Limit}$$

If you are single or you file a head-of-household return (or if you are married but do not file a joint return with your spouse), you can calculate your deduction limit as follows –

$$\frac{\$10,000 - \text{Excess AGI}}{\$10,000} \times \text{Maximum Allowable Deduction} = \text{Deduction Limit}$$

In either of the above deduction calculations, round up the result to the next highest \$10 level. For example, if the result is \$4,523, round it up to \$4,530. If the result is below \$200 but above zero, your deduction limit is \$200. Your deduction limit cannot, in any event, exceed 100% of your compensation (your combined compensation if you file a joint return). See Question 3.

For 2011 and later years, the amount of your deduction will be phased out if your AGI is between the threshold level announced for that later year and \$20,000 or \$10,000 above that threshold level (as applicable).

- c) **If One Spouse is an Active Participant.** If you are a married taxpayer who files a joint return and only one spouse is an active participant, a contribution to the non-active participant spouse’s traditional IRA is fully deductible if your combined AGI for 2010 is \$167,000 (the threshold level) or less. If your combined AGI is above \$167,000 but less than \$177,000, a contribution to the non-active participant spouse’s IRA will be partly deductible (calculated as described in (b) above, using \$10,000 not \$20,000 in the fraction). If your combined AGI is \$177,000 or more, the contribution will not be deductible. The \$167,000 and \$177,000 will increase in later years in increments of \$1,000 if warranted by changes in the cost of living.
- d) **Nondeductible Contributions.** Even if you are above the threshold level and thus may not make a fully deductible maximum contribution, you may still contribute up to the lesser of 100% of compensation or \$5,000 for 2010 to a traditional IRA (\$6,000 if you will attain age 50 or older during 2010; \$10,000-\$12,000 with the use of a spousal IRA). The amount of your contribution which is not deductible will be a nondeductible contribution to the IRA. You may also choose to make a contribution nondeductible even if you could have deducted part or all of the contribution. You might do this in order to avoid tax on the amount when it is paid out. Interest or other earnings on your IRA contribution, whether from deductible or nondeductible contributions, will not be taxed until taken out of your IRA and distributed to you.

If you make a nondeductible contribution to an IRA for a year, you must report the amount of the nondeductible contribution to the IRS as part of your tax return for the year.

**5. Can My Non-Working Spouse Have a Mesirow Traditional IRA?** If you are an eligible individual described in Question 2 and file a joint federal income tax return with your spouse for a taxable year, contributions may be made to a separate traditional IRA for that year on behalf of your spouse, even if your spouse has little or no compensation. The overall contribution on behalf of both you and your spouse for any taxable year may not exceed the lesser of –

Your combined compensation for the year, or

\$10,000 for 2010 (\$12,000 if both you and your spouse will attain age 50 or older during 2010).

In no event, however, may the contribution to either your IRA or your spouse's IRA exceed \$5,000 for 2010 (\$6,000 if you will both attain age 50 or older during 2010). However, if you decide to contribute less than \$10,000 or \$12,000 (as applicable) for 2010, there is no requirement that the contributions be divided equally between your spouse's IRA and your IRA. If you will attain age 70-1/2 before the close of the taxable year, contributions may nevertheless be made to a separate IRA for your spouse, provided your spouse will not attain age 70-1/2 before the close of the taxable year.

If you are an active participant, see Question 4 for contribution and deduction information relating to an IRA established for the benefit of your non-working spouse (the non-active participant spouse's IRA).

**6. How Will My Contributions Be Invested and Held?** Contributions to your Mesirow Traditional IRA are held in a custodial account for your exclusive benefit and that of your beneficiaries, who may include your estate or any other persons or legal entity you have designated in writing and that has been received and recorded by the Custodian. Your Mesirow IRA will be identified as your property and will not be commingled with the property of any other investor. The Custodian will initially invest the funds in your Mesirow IRA in the manner you indicate in the application signed by you and the Custodian. You may change your investments by notifying the Custodian.

It is your responsibility to select and direct the investments of your Mesirow IRA, either in person or through a broker, account executive, or investment adviser. The investments you choose must be permitted by the custodial account agreement. For example, you may invest in stocks, bonds, mutual funds, savings programs, and other lawful transactions as stated in the custodial account agreement. Investments that do not generate confirmations must be accompanied by additional written instructions.

No part of the funds held in your traditional IRA may be invested in life insurance contracts or in collectibles (i.e., any work of art, rug, antique, metal, gem, stamp, alcoholic beverage, or other type of tangible personal property specified by the IRS).

**7. Am I Vested In My Contributions?** The funds in your Mesirow Traditional IRA are nonforfeitable, except that applicable taxes, expenses and fees may reduce your funds.

**8. When Must My Contribution Be Made?** Contributions to your traditional IRA for a particular taxable year may be made up until the initial date you are required to file your federal income tax return for that year, not including extensions (April 15 if you figure your taxes on a calendar year basis). (For the time to make SEP contributions, see Question 11.)

**9. Can I Roll Over Contributions and/or Directly Transfer Contributions to a Mesirow Traditional IRA?**

- a) **Rollover Contributions from One Traditional IRA to Another.** You may generally move assets from another traditional IRA to your Mesirow IRA or from your Mesirow IRA to another IRA without incurring federal income tax at the time of distribution to you. Such a tax-free move is called a "rollover contribution." You may elect not to have federal income tax withheld on the rollover contribution at the time of the rollover (see Question 20). However, you may make a rollover contribution from one IRA to another IRA only if you have made no other rollover contribution from the first IRA to another within a one-year period, measured from the date of the last distribution to the date of the next distribution. This rule applies to each separate IRA you own. You may roll over all or any portion of the money or other property distributed from an IRA. However, the amount to be rolled over must be reinvested in another IRA within 60 days of the date it is received. The limitations on contributions the Custodian may accept for any taxable year on your behalf do not apply to rollovers from one IRA to another.

A beneficiary other than your surviving spouse is prohibited from rolling over his or her beneficiary interest in your IRA to another IRA. Of course, if your beneficiary is your surviving spouse and he or she elects to treat his or her interest in your IRA as his or her own IRA (see Question 17), he or she may make a rollover contribution as described in the previous paragraph.

- b) **Direct Transfers from One Traditional IRA to Another.** The IRS has ruled that the funds in a traditional IRA may be moved to another IRA more frequently than the limitation on the frequency of rollover contributions described above (once a year), provided that the funds are transferred directly from the trustee or custodian of the first IRA to the trustee or custodian of the second IRA, so that the funds are at no time within the control or use of the IRA owner. The limitations on contributions the Custodian may accept for any taxable year on your behalf do not apply to direct transfers from one IRA to another. Federal income tax will not be withheld on the direct transfer at the time of the direct transfer.

A beneficiary other than your surviving spouse is prohibited from transferring his or her beneficiary interest in your IRA to his or her own IRA. However, a non-spouse beneficiary may make a trustee-to-trustee transfer to an account that is set up in the name of the deceased IRA owner for the benefit of the beneficiary (commonly called a "Beneficiary IRA" or "Inherited IRA"). If your beneficiary is your surviving spouse and he or she elects to treat his or her interest in your IRA as his or her own IRA (see Question 17), he or she may request a direct transfer of assets as described in the previous paragraph.

- c) **Qualifying Rollover Distributions from Certain Employer Retirement Plans to a Traditional IRA.** All or any part of an "eligible rollover distribution" from certain employer retirement plans may be moved to a traditional IRA and qualify for tax-free rollover treatment for federal income tax purposes. Generally, an "eligible rollover distribution" is a distribution of all or any portion of your benefit in a tax-qualified plan or a tax-sheltered annuity arrangement other than payments made in the form of a joint and survivor annuity, a life annuity or installments over a period of 10 or more years, required minimum payments made because you have attained age 70-1/2, or a return of after-tax employee contributions.

There are two methods of rolling over an eligible rollover distribution to a traditional IRA: direct rollovers and regular (60-day) rollovers. In a direct rollover, you tell your employer's or former employer's plan not to pay the eligible rollover distribution to you, but rather to pay the distribution directly to the Custodian of your traditional IRA (or to give you a check payable to the Custodian which you then deliver to the Custodian). The advantage of a direct rollover is that federal income tax (under the 20% income tax withholding requirement described below) is not withheld from an eligible rollover distribution that is directly rolled over.

In a regular rollover, the distribution from your employer's or former employer's plan is paid to you or to a taxable account for your benefit; the check is not payable to Mesirow Financial, Inc. in its capacity as the Custodian of your Mesirow IRA. Unlike a direct rollover, your employer or former employer must withhold federal income tax in the amount of 20% of your eligible rollover distribution at the time of your distribution even though you reinvest the distribution into a traditional IRA within 60 days. The amount of the eligible rollover distribution which you wish to qualify for tax-free rollover treatment for federal income tax purposes must be reinvested in a traditional IRA within 60 days of your receipt of the distribution. Therefore, for example, if you receive an eligible rollover distribution of \$10,000, and you want the entire \$10,000 distribution to be excluded from your income for federal income tax purposes, you must find other money to replace the \$2,000 which was automatically withheld at the time of the distribution. The \$2,000 which was withheld will offset your other tax liabilities for the year (or will be refunded to you in whole or in part).

With certain exceptions, any cash or other property received in the distribution which is not rolled over will be taxed for federal income tax purposes as ordinary income in the year it is received.

- d) **Rollovers from Traditional IRAs to Certain Employer Retirement Plans.** All or any part of an eligible rollover distribution from your traditional IRA may be rolled over into a tax-qualified employer retirement plan, a tax-sheltered annuity, or a deferred compensation plan (provided the plan or annuity accepts rollover contributions from IRAs). An "eligible rollover distribution" from an IRA is generally the amount of the distribution from the IRA that is includible in your gross income. Distributions of after-tax contributions from an IRA are not eligible for rollover to a tax-qualified employer retirement plan, a tax-sheltered annuity, or a deferred compensation plan (after-tax contributions may be rolled over only to another IRA).
- e) **Separate Accounting for Certain Rollover Contributions and Direct Transfers.** If you were born before January 1, 1936, you should consider making any rollover contribution or direct transfer that consists of funds derived, directly or through another traditional IRA, from an employer retirement plan to a separate IRA holding only that rollover contribution or direct transfer and the earnings thereon. By having such funds held in a separate IRA, you can later roll over the funds to a new employer's retirement plan and preserve any special tax treatment – such as 10-year averaging – that is available on a lump-sum distribution from that plan.
- f) **No Rollover or Transfer of Required Distributions.** You may not roll over or transfer any assets attributable to a required minimum distribution (see Question 16).

**10. Why Should I Make a Direct Rollover from My Employer or Former Employer's Retirement Plan to a Traditional IRA?** As discussed in Question 9, if you directly roll over an eligible rollover distribution from your employer or former employer's plan to a traditional IRA, the amount rolled over is not subject to the 20% mandatory withholding requirement. In addition, distributions from an IRA are not subject to the 20% withholding requirement even if you do not roll them over (although they are subject to federal income tax – see Question 14). Therefore, if you are not sure of what you want to do with your eligible rollover distribution, your first step could be a direct rollover to an IRA so that the 20% withholding requirement can be avoided.

**11. Can I Participate in a Simplified Employee Pension ("SEP")?** If your employer adopts a SEP, your employer may make SEP contributions directly to your Mesirow Traditional IRA (called your "SEP-IRA") each year in an amount up to the lesser of \$49,000 (for 2010; this limit will increase in later years in increments of \$500 if warranted by changes in the cost of living) or 25% of the first \$245,000 (for 2010; this limit will increase in later years in increments of \$5,000 if warranted by changes in the cost of living) in compensation paid to you by your employer (20% of your adjusted net earnings up to \$245,000 – for 2010 – before the contribution if you are self-employed). Of course, you must meet the eligibility requirements of your employer's SEP in order to be entitled to contributions. Your employer will tell you what the eligibility requirements are.

- a) **Contributions After Age 70-1/2.** Your employer may make contributions on your behalf to your SEP-IRA through a SEP even after you have attained age 70-1/2.
- b) **Active Participant.** You will generally be considered an active participant in a retirement plan for a year (see Question 4) if you are covered by your employer's SEP in that year. As an active participant, the amount of deductible contributions you may make to a traditional IRA may be limited.
- c) **Time of Contribution.** Your employer's SEP contributions to your SEP-IRA, for a particular taxable year of your employer, may be made up until the date your employer is required to file its federal income tax return for that year (including extensions of that date).

**12. What Happens If I Make an Excess Contribution to my Mesirow Traditional IRA?** An excess contribution is a contribution to a traditional IRA in excess of the maximum contribution amount or maximum amount permitted to be rolled over into an IRA for that taxable year. An excess contribution is subject under the Code to an annual federal excise tax of 6% of the amount of the excess contribution until it is eliminated.

You will not have to pay the 6% tax if you withdraw an excess contribution made during a tax year and you also withdraw any interest or other income earned on the excess contribution. You must complete your withdrawal by the date your tax return for that year is due, including extensions.

**13. When Must I Begin to Receive Distributions From My Traditional IRA?** Distributions from your Traditional IRA must begin no later than April 1 following the calendar year in which you attain age 70-1/2. This is called your "Required Beginning Date." You will still be required to take your required distribution for the following year by December 31 of that year.

**14. How Are Distributions From My Traditional IRA Taxed?** Distributions from a traditional IRA are, for federal income tax purposes, taxed in full to you or your beneficiaries at ordinary income tax rates unless you have made nondeductible contributions. Because nondeductible contributions are made using income which has already been taxed (that is, they are not deductible contributions), the portion of an IRA distribution consisting of nondeductible contributions will not be taxed again when received by you. If you make any nondeductible contributions to an IRA, each distribution from any of your IRAs will consist of a pro-rated nontaxable portion (return of nondeductible contributions) and taxable portion (return of deductible contributions, if any, and account earnings). Thus, you may not take a distribution that is entirely tax-free. The nontaxable portion (if any) of your distribution in any taxable year is the ratio of the remaining nondeductible contributions in all of your IRAs to the year-end total of all of your IRA balances (including any distributions taken during the year).

**15. What Is a Premature Distribution from a Traditional IRA?** A traditional IRA is intended to provide income to you when you retire. For this reason, the law imposes certain restrictions on your right to withdraw this money before your retirement. Funds generally cannot be withdrawn from your IRA without adverse tax consequences prior to the date on which you attain age 59-1/2. Any distributions prior to that time (except those described in Questions 9 and 17), including amounts considered to have been distributed as a result of prohibited transactions or the use of part or all of the IRA as security for a loan (see Questions 18 and 19, respectively), are considered to be premature distributions.

If you receive a premature distribution, the amount received is includible in your gross income and subject to federal income tax in the taxable year of receipt (except to the extent the amount received is a return of your nondeductible contributions – see Question 14). Also, you may owe an additional tax equal to 10% of the premature distribution includible in your gross income.

The 10% additional tax, however, may not apply in the case of distributions –

- a) That do not exceed the amount of your deductible medical expenses for the year (generally, those in excess of 7.5% of your adjusted gross income for the year);
- b) That do not exceed the amount of your (and your spouse and dependents') health insurance premiums for the taxable year after your separation from service, if you have received state or federal unemployment compensation for at least 12 consecutive weeks during the current or prior taxable year (or would have received such compensation if you were not self-employed);
- c) Used to pay the acquisition costs, subject to a \$10,000 lifetime limitation, of acquiring, constructing or reconstructing a principal residence (if you and, if you are married, your spouse, did not own a principal residence during the two years preceding the "acquisition");
- d) That do not exceed the qualified higher education expenses for you, your spouse, or your or your spouse's children or grandchildren, including tuition at a post-secondary educational institution, as well as room and board, fees, books, supplies and equipment;
- e) After you die;

- f) After you become disabled;
- g) After you attain age 59-1/2;
- h) In substantially equal periodic payments (made at least annually) over your life or life expectancy (or over the joint life or life expectancies of you and your beneficiary);
- i) Made on account of an IRS levy; or
- j) That are qualified reservist distributions, if you were a member of a reserve component and you were called to active duty after September 11, 2001 for a period of 179 days or more or for an indefinite period, provided the distribution is made in the period beginning on the date of such call-up and ending at the close of the active duty.

**16. What If I Do Not Receive the Minimum Required Amounts from My Mesirow Traditional IRA?** The Code requires that you begin to take distributions from your traditional IRA on or before April 1 of the calendar year following the calendar year in which you attain age 70-1/2. The Code further requires that a minimum distribution be made by December 31 of each following year. (Under a special rule, a minimum distribution was not required for 2009.) This minimum distribution is based on your life expectancy or the joint life expectancy of you and your designated beneficiary and is computed under annuity tables published by the IRS. In determining the amount of the minimum distribution from your IRA for any year, any amounts withdrawn from your IRA for the purpose of making a rollover or transfer to another IRA will be considered as part of your IRA for such year.

If the minimum amount required to be distributed after you attain age 70-1/2 or after you die is not paid out to you or your beneficiary, a 50% federal excise tax is imposed on the difference between the amount of the distribution actually made and the amount that should have been distributed. However, the IRS may waive the penalty, if it finds that the minimum requirement has not been met because of a reasonable error and appropriate steps are being taken to correct the error.

The minimum requirement discussed above applies to each of your IRAs. However, under current IRS rules, the total minimum distributions from all of your IRAs may be taken from the IRA(s) of your choice.

**17. How Will Funds in my Mesirow Traditional IRA Be Distributed to My Beneficiary If I Die?**

- a) **If you die after your "Required Beginning Date"** (April 1 following the calendar year in which you attain age 70-1/2), the payments to your beneficiary from a traditional IRA must continue so that the funds will be distributed over the longer of (i) your beneficiary's life expectancy, or (ii) your remaining life expectancy (as determined from an IRS table) as of the day before the date of your death.
- b) **If you die before your Required Beginning Date**, your beneficiary has the following options:
  - i. The beneficiary may withdraw the entire account balance in any manner so that the account is depleted by December 31 of the fifth year following the year of your death.
  - ii. The beneficiary may withdraw the funds in a series of payments over a period which does not exceed the beneficiary's life expectancy. These payments must begin by December 31 of the year following the year of your death. If your designated beneficiary is your surviving spouse, however, this distribution is not required to begin before December 31 of the year you would have attained age 70-1/2.

The beneficiary must elect to take distributions under one of the options above by December 31 of the year following the year of your death. If no election is made, the beneficiary is presumed to have elected the second option.

A spouse beneficiary may elect to roll over a distribution into his or her own account or to treat the IRA as his or her own. If your beneficiary is your surviving spouse and he or she elects to treat the IRA as his or her own or is deemed to have made this election, your spouse will become subject to all the terms, conditions and restrictions of the IRA which are applicable to you. Thus, withdrawals prior to age 59-1/2 may be subject to adverse tax consequences (see Question 15), distributions must commence on or before your spouse's Required Beginning Date (see Question 16), and additional contributions may be made on a tax-deductible basis (see Questions 3, 4, 8 and 11).

**18. What If My Traditional IRA Is Involved In a Prohibited Transaction?** If you (or your beneficiary) engage in an activity considered to be a "prohibited transaction" (as described in section 4975 of the Code) (e.g., borrowing money from your IRA or selling real or personal property to your IRA) with respect to your IRA, your IRA will lose its exemption from tax as of the first day of the year in which the prohibited transaction occurs. In this event, you must include the entire before-tax amount in your IRA in your gross income for federal income tax purposes in the taxable year in which you (or your beneficiary) engaged in the prohibited transaction and, if you have not attained age 59-1/2, you must also pay a 10% additional federal income tax on the amount included in your gross income.

**19. What If I Use My Traditional IRA as Security?** If you use all or any portion of an IRA as security for a loan, and even if such transaction is not a "prohibited transaction" (as described in section 4975 of the Code), the amount so used is nevertheless considered to be distributed to you and must be included in your gross income to the extent it is a before-tax amount. In addition, if you have not attained age 59-1/2, you will have to pay an additional federal income tax equal to 10% of the amount considered distributed to you and included in your gross income.

**20. Will Federal Income Tax Be Withheld from Distributions to Me from my Mesirow Traditional IRA?** Federal income tax will be withheld on any distributions you receive from your traditional IRA unless you elect not to have tax withheld. Generally, tax will be withheld at the rate of 10% of each distribution. Notice of your right to elect not to have federal income tax withheld will be given at the time you request a withdrawal from your IRA. When distributions from your IRA have begun and are being made on an annual, quarterly, or monthly basis, you will be provided with a notice of your right to elect not to have tax withheld prior to the beginning of each calendar year to which the notice relates.

**21. What Are the Federal Estate and Gift Tax Consequences For My Mesirow Traditional IRA?**

**Gift Tax.** Your designation of a beneficiary to receive distributions from your traditional IRA upon your death will not be considered a transfer of property for federal gift tax purposes.

**Estate Tax.** Generally, amounts remaining in your traditional IRA after your death will be includible in your gross estate for federal estate tax purposes.

**22. What IRS Reporting Must I Do and What Reporting Will the Custodian Provide to the IRS About My Mesirow Traditional IRA?**

You are required to file Form 5329 (Additional Taxes on Qualified Plans (Including IRAs) ...) with the IRS if you owe one of the penalty taxes for premature distributions, excess contributions, or under-distributions. You are also required to file Form 8606 (Nondeductible IRAs) for any year for which you choose to make nondeductible contributions to your Mesirow IRA. The Custodian will file Form 5498 (IRA Contribution Information) and Form 1099-R (Distributions From ...IRAs...) with the IRS for each year for which a contribution is made to or a distribution is taken from, respectively, your Mesirow IRA.

**23. Has the IRS Approved the Mesirow Traditional IRA?** The Mesirow IRA is derived from IRS Form 5305-A which has been approved as to form by the IRS. IRS approval does not represent any opinion by the IRS as to the merits of a Mesirow IRA.

**24. Where Can I Obtain Further Information About Traditional IRAs?** Further information concerning IRAs may be obtained from any District Office of the IRS or from IRS Publication 590 (Individual Retirement Arrangements . . .). Publications are available on the IRS website [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM.

**25. How Will My Mesirow Traditional IRA Grow?** The value of your Mesirow IRA may increase or decrease as a result of the assets in which your contributions are invested. Thus, the rate of growth of your Mesirow IRA cannot be guaranteed or reasonably projected.

Assets held in your Mesirow IRA are not bank deposits, are not insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency, are not guaranteed by Mesirow Financial, Inc., and are not otherwise obligations of Mesirow Financial, Inc.

**26. What Are the Custodian's Charges?** Mesirow Financial, Inc., as Custodian of your IRA, charges fees in accordance with the current fee schedule.

You may pay the Custodian's fees directly. If you do not make such payments within a reasonable time after payment is requested, then such fees will be deducted by the Custodian from the assets in your Mesirow IRA. Of course, the Custodian may change the fee schedule after giving you notice of the change. In addition to the annual fee discussed above, trading costs such as brokerage commissions, stock transfer taxes, or other similar charges due on account of transactions for your Mesirow IRA will be paid from the assets in your Mesirow IRA. Finally, the Custodian reserves the right to charge separately for substantial and extraordinary administrative costs incurred in administering your Mesirow IRA.

**27. How Will Any Dispute Be Resolved?** Any dispute between you or your beneficiary and the Custodian or any of its officers, directors or employees (present or former) arising from:

- a) Your Mesirow Traditional IRA;
- b) Any transaction involving your Mesirow Traditional IRA, whether or not the transaction occurred in the Mesirow Traditional IRA; or
- c) The construction, performance or breach of the Custodial Agreement entered into between Mesirow Financial, Inc. and you;

shall be determined under the commercial arbitration rules of the American Arbitration Association. Any dispute as to the arbitrability of a matter or how such arbitration is to be conducted will be determined in such arbitration itself. The arbitration will be held in Chicago, Illinois.

**Additional Facts About Arbitration:**

Arbitration is final and binding on the parties.

The parties waive their right to seek remedies in court, including the right to a jury trial.

Pre-arbitration discovery is generally more limited than and different from court proceedings.

The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

**C. QUALIFIED ADVICE.** THE PRECEDING IS A GENERAL DESCRIPTION OF THE MANNER IN WHICH TRADITIONAL IRAS ARE TAXED UNDER THE INTERNAL REVENUE CODE. BECAUSE OF THE UNFAVORABLE TAX CONSEQUENCES WHICH COULD RESULT FROM IMPROPER ESTABLISHMENT OR USE OF A MESIROW TRADITIONAL IRA, YOU SHOULD CONSULT WITH AN ATTORNEY OR OTHER QUALIFIED TAX ADVISER. MESIROW FINANCIAL, INC. DOES NOT GIVE TAX OR OTHER LEGAL ADVICE AND DOES NOT ASSUME ANY LIABILITY FOR TAX OR OTHER CONSEQUENCES TO INVESTORS, THEIR SPOUSES, THEIR BENEFICIARIES, OR ANY OTHER PARTIES ARISING FROM A MESIROW TRADITIONAL IRA.

**Traditional Individual Retirement Custodial Account**  
**(Under section 408(a) of the Internal Revenue Code)**

**Do not file**  
with the Internal  
Revenue Service

Name of depositor	Date of birth of depositor	Identifying number (see instructions)
Address of depositor		Check if amendment . . . <input type="checkbox"/>
Name of custodian <b>Mesirow Financial, Inc.</b>	Address or principal place of business of custodian <b>353 North Clark Street, Chicago, IL 60654</b>	

The depositor named above is establishing a traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named above has given the depositor the disclosure statement required by Regulations section 1.408-6.

The depositor has assigned the custodial account ..... dollars (\$ ..... ) in cash.  
The depositor and the custodian make the following agreement:

**Article I**

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

**Article II**

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

**Article III**

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

**Article IV**

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the 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 the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
  - (a) A single sum or
  - (b) Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.
3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - (a) If the depositor dies on or after the required beginning date and:
    - (i) the designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
    - (ii) the designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
    - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.

- (b) If the depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
  - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But, in such case, if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
  - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
- 4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.
- 5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:
  - (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 70½, is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor and spouse's) attained age (or ages) in the year.
  - (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
  - (c) The required minimum distribution for the year the depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
- 6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

#### **Article V**

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

#### **Article VI**

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

#### **Article VII**

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

#### **Article VIII**

##### **Investment of Account Assets**

Subject to the direction of the Depositor, the Custodian shall have the following powers with respect to the Depositor's contribution(s) or rollover contribution(s) described in Article I:

- 1. to invest and reinvest all or any part of the principal and income of the custodial account in cash, cash equivalents, exchange traded debt or equity securities (including options thereon and collectively defined as securities), mutual fund shares, savings media, and any other investment for the custodial account under applicable law, to the extent they are not prohibited by Code Section 408(m) and the regulations thereunder, and with respect to which the Custodian agrees to provide custodial services. Allowable investments shall include, without limitation, any options on any security that may be held by the Custodial account under this Agreement and applicable law which is obtainable through Mesirow Financial, Inc., either "over the counter" or on a recognized exchange. Any and all such investments and reinvestments must be acceptable to the Custodian without any duty on the part of the Custodian to diversify the investments or to make inquiry with regard to the investments or the written directions. A decision by the Trustee that an investment is not administratively acceptable shall not constitute a determination by the Trustee of the prudence or advisability of the investment nor shall it constitute investment advice on the part of the Trustee. In following the Depositor's direction at any time under this Article VIII, the Custodian shall not be limited by any statute or rule of court regarding investments by trustees. The Custodian may hold a reasonable portion of the amounts of the custodial account in cash pending payment of current expenses or benefits.
- 2. to sell or contract to sell, at public or private sale, exchange, convey, transfer or dispose of, and also grant options with respect to, insure and otherwise deal with, any property, at any time held by it as Custodian, for cash or upon credit, and no person dealing with the Custodian shall be bound to see the application of such funds or to inquire into the validity, expediency or propriety of any such sale or other disposition.

3. To make such warranties, representations and indemnifications in connection with the sale or other disposition of any securities owned by the custodial account, for the benefit of the issuer of such securities, the purchases thereof, and any underwriters and securities dealers involved in such sale or other disposition.
4. To compromise, compound and settle any debt or obligation due to or from it as Custodian, and reduce the rate of interest thereon, extend or otherwise modify, or foreclose upon, default or otherwise enforce any such obligation.
5. To exercise any option appurtenant to any stocks, bonds, or other securities for the conversion thereof into other stocks, bonds or other securities, and to make any necessary payments therefor.
6. To join in or dissent from and oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which it may be interested as Custodian.
7. To hold any securities or other property in the name of the Custodian or a nominee, in bearer form or in such other form as the Custodian deems best, with or without disclosing the custodial account relationship but the books and records of the Custodian shall at times reflect that all such investments are part of the custodial account.
8. To not vote, in person or by proxy, on any stocks, bonds or other securities held by the custodial account.
9. To make, execute and deliver any and all deeds, assignments, proxies, leases, powers of attorney and all other instruments which may be necessary or appropriate to carry out the powers herein granted.
10. To begin, maintain or defend any litigation necessary in connection with the administration of the custodial account, except that the Custodian shall not be obligated or required to do so unless indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by it by reason thereof.
11. To retain any cash or property subject to any dispute without liability for payment of interest, or to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction or the dispute shall have been settled by the parties concerned.
12. To have, engage, employ and retain suitable agents, counsel, investment counsel and accountants and to charge the custodial account for the proper and reasonable expenses incurred by them, and be fully protected with respect to any action taken or omitted in good faith upon the advice of such persons.
13. To delegate any of its rights, duties and responsibilities hereunder to an agent under terms and conditions as shall be contained in a written instrument executed by the Custodian and such agent.
14. To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, protection, investment and distribution of the assets of the custodial account.
15. To deal in any way with any fiduciary of any other trust or estate in which the Depositor or a beneficiary of the custodial account has any interest, even though the Custodian is acting as a fiduciary of such other trust or estate.
16. To have and maintain safe deposit boxes and banking (checking, savings or both), agency, custodian, investment, advisory and depository accounts as may be maintained in the name of the Custodian or nominee.
17. To engage in the writing (sale) of covered call option contracts against existing positions and to liquidate or close such option contracts and the purchase of put options on existing long positions (the same securities can not be used to simultaneously cover more than one position).

The depositor warrants that no investment made at his direction to the Custodian shall cause his custodial account to lose its exemption as provided in Section 408(e)(2) of the Internal Revenue Code.

## **Article IX The Custodian**

To the extent permitted by law, the Custodian shall not be responsible in any way for: the collection of contributions provided for under this Agreement; the determination of the purpose or propriety of whether information furnished to it by the Depositor is correct. The Depositor and the Depositor's legal representatives, heirs, successors or assigns agree to indemnify and hold the Custodian (including its employees, affiliates, representatives and agents) harmless against any loss, claim damage, expense, and liability (including reasonable attorney's fees) and other costs it may incur in acting according to the Custodial Agreement provisions or in acting upon notice, instructions, or directions given to the Custodian by the Depositor. Except for the Custodian's own gross negligence, the Custodian shall incur no liability for any act or failure to act pursuant to this Custodial Agreement and applicable federal law. The Custodian will not be liable for any loss that may result by reason of investment made in accordance with the Depositor's direction nor shall the Custodian be under any obligation to invest or otherwise manage the custodial account except at the direction of the Depositor. The Custodian shall be under no duty to review any securities or other property held in the custodial account or to make suggestions to the Depositor with respect to investments. The Custodian shall be protected in action upon any order of direction from the Depositor or any other notice, request, consent, certificate or other instrument or paper believed by it to be genuine and to have been properly executed and, so long as it acts in good faith, in taking or omitting to take any other action. The Custodian will not be liable for any loss resulting from an investment direction by the Depositor which constitutes a prohibited transaction under Section 4975 of the Internal Revenue Code ("code").

No other person other than the Depositor, or such other person authorized by the Code, may require an accounting or bring any action against the Custodian with respect to the custodial account or their actions as Custodian.

## **Article X Resignation or Removal of Custodian**

1. The Custodian may resign at any time upon thirty (30) days advance written notice to the Depositor or, if the Depositor is then deceased, to his Executor, Administrator, or beneficiary.

2. The Depositor may remove the Custodian at any time upon thirty (30) days advance notice in writing to the Custodian.
3. Upon the Custodian's resignation or the Depositor's removal of it, the Depositor shall appoint a successor trustee or custodian provided that such successor trustee or custodian is a bank or an entity approved by the Secretary of the Treasury to hold assets of individual retirement accounts. Upon receipt by the Custodian of written acceptance of such appointment by the successor trustee or custodian, the Custodian shall transfer and pay over to such successor the assets of the custodial account and all records pertaining thereto. The successor shall hold the assets paid over to it under terms similar to those of this Agreement that qualify under the provisions of the Code. If the Depositor has not named a successor within the thirty (30) day period following the date the Custodian gives Depositor notice of its resignation hereunder, the Custodian may in its discretion, appoint a successor Custodian of its choosing and transfer the assets to the successor or liquidate and distribute to the Depositor the assets of the custodial account. The Custodian is authorized to reserve such sum of money as it may deem advisable for payment of all its fees, costs and expenses, or for payment of any other liability constituting a charge on or against the assets of the custodial account or the Custodian, with any balance of such reserve remaining after the payment of all such items to be paid over to the successor or Depositor.
4. Each successor shall succeed to the title of the custodial account vested in its predecessor without the signing or filing of any further instruments, but any resigning or removed custodian shall execute all documents and do all acts necessary to vest such title in any such successor and shall turn over to such successor copies of all such records pertaining to the custodial account that such successor trustee or custodian may properly need to administer the account. No successor trustee or custodian shall be liable for any act or failure of any predecessor trustee or custodian. The successor may accept the account rendered and the property delivered to it by the predecessor trustee or custodian as a full and complete discharge to the predecessor trustee or custodian without incurring any liability or responsibility for doing so.
5. In the event that the Commissioner of Internal Revenue determines that a custodian who has received approval by the Secretary of the Treasury to hold assets of individual retirement accounts fails to comply with applicable regulations governing such approval, the Custodian shall immediately resign, without regard to the thirty (30) day advance notice, and the Depositor shall then name a successor trustee or custodian.

### **Article XI Termination of Account**

1. This Agreement shall terminate upon the distribution of all of the assets of the custodial account in accordance with Article IV, or, if earlier, when the Depositor delivers written direction to the Custodian to transfer all assets of the custodial account to a successor trustee, custodian of another retirement plan or directly to the Depositor. Upon completion of such distribution, the Custodian shall be relieved from all further liability with respect to all amounts so paid and shall be fully acquitted and discharged from its responsibilities hereunder.
2. Upon termination of the Agreement, the Custodian shall continue to have all the powers provided herein as are necessary or desirable for the orderly liquidation and distribution of the assets of the custodial account, and shall be entitled to reserve such reasonable amounts as it may deem necessary to provide for the payment of any expenses then or thereafter chargeable to the custodial account.

### **Article XII Miscellaneous**

1. The Depositor shall have the right, by written notice to the Custodian, to designate or change a beneficiary to receive any benefit to which such depositor may be entitled in the event of the Depositor's death prior to the complete distribution of such benefit. If no beneficiary designation is filed with the Custodian or if no designated primary or contingent beneficiary is living at the time any distribution remains to be made, then the beneficiary shall be the spouse of the account holder, or if there is no living spouse at the time of the Depositor's death, the beneficiary shall be the Depositor's estate.
2. If any payment or distribution is made under the custodial account to a person who is a minor or who is subject to any incapacity which in the Custodian's opinion would make it impossible or impracticable for such person to give prompt and intelligent consideration to business matters, and to give valid release for any payment due him under this Agreement, then the Custodian (unless claim therefore shall have been made to the Custodian by a duly appointed legal representative of such payee) may make such payment or distribution to which such person is entitled in any one or more of the following ways, and without responsibility for the application of such funds; (i) directly to such person; (ii) to his spouse or any other person, to be expended for his benefit; or (iii) to a custodian under the Uniform Transfer to Minors Act. Any payment so made shall, to the extent thereof, be in full settlement of liability for payments to such person.
3. If payment of any distribution hereunder shall give rise to any liability for estate, inheritance, income, personal property or other tax, charge or assessment which, in the Custodian's opinion, it shall or may be required to pay, the Custodian shall have full power and authority to pay such tax, charge or assessment out of any monies or other property in its hands for the account of the person whose interest hereunder is liable for such tax, but the Custodian shall give the Depositor notice of its intention to make such payment as far in advance as may be practicable. If the Depositor requests the Custodian to defer making payment of such tax, charge or assessment, the Custodian shall be indemnified to its satisfaction. The Custodian, before making payment of distribution, may require such release of other documents from any lawful taxing authority and may require such indemnity for the intended payee as it respectively considers necessary for its protection.
4. All reasonable costs, charges, and expenses incurred by the Custodian in connection with its administration of the custodial account including fees for legal services rendered to the Custodian, and reasonable compensation to the Custodian, shall be billed to the Depositor and if not paid then shall be a charge against and paid from the assets of the custodial account in such manner and proportion as the Custodian in its discretion deems equitable.
5. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.
6. If, because of a mistake as to earned income or for any other reason, an excess contribution is made on behalf of the Depositor for any year, adjustment of such excess contributions and any net income attributable thereto shall be distributed to the Depositor, in cash or in kind, upon written notice to the Custodian from the Depositor which states the amount of such excess contribution.

7. On written notice from the Depositor to the Custodian that for any year the custodial account has lost its exemption, including loss of exemption as provided in Section 408(e)(2) of the Code, by reason of any transaction prohibited by Section 4975 of the Code, the Custodian shall, on or before the close of the ninety (90) day period beginning with the date of the receipt of such notice, in its sole discretion distribute the entire balance credited to the custodial account to the Depositor in cash or in kind.
8. In interpreting this Agreement, words in the masculine gender shall include the feminine gender, words in the singular shall include the plural, as may be appropriate. The word "person" shall include natural and legal persons.
9. 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 given to the Custodian shall be deemed given only when actually received by the Custodian.
10. This agreement shall be construed, constructed, administered and enforced according to the laws of the State of Illinois except to the extent preempted by the Employee Retirement Income Security Act of 1974, as amended.
11. Except as otherwise provided by law, the Custodian shall have no obligation to account for or distinguish between deductible and nondeductible contributions made hereto.

Depositor's signature ..... Date .....

Custodian's signature ..... Date .....

Witness' signature .....  
 (Use only if signature of the depositor or the custodian is required to be witnessed.)

<p><b>General Instructions</b></p> <p><i>Section references are to the Internal Revenue Code unless otherwise noted.</i></p> <p><b>Purpose of Form</b></p> <p>Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (depositor) and the custodian and must be completed no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.</p> <p><b>Do not</b> file Form 5305-A with the IRS. Instead, keep it with your records.</p> <p>For more information on IRAs, including the required disclosures the custodian must give the depositor, see <b>Pub. 590</b>, Individual Retirement Arrangements (IRAs).</p>	<p><b>Definitions</b></p> <p><b>Custodian.</b> 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.</p> <p><b>Depositor.</b> The depositor is the person who establishes the custodial account.</p> <p><b>Identifying Number</b></p> <p>The depositor's social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.</p> <p><b>Traditional IRA for Nonworking Spouse</b></p> <p>Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse.</p>	<p>Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.</p> <p><b>Specific Instructions</b></p> <p><b>Article IV.</b> Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the depositor reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.</p> <p><b>Article VIII.</b> Article VIII and any that follow it may incorporate additional provisions that are agreed to 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. Attach additional pages if necessary.</p>
---	--	---

**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:

<b>Recordkeeping</b> . . . . .	1 hr., 40 min.
<b>Learning about the law or the form</b> . . . . .	1 hr., 35 min.
<b>Preparing the form</b> . . . . .	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.

## Designation/Change of Beneficiary Form for IRA, Roth, SEP IRA, Health Savings & Coverdell ESA

I. PARTICIPANT INFORMATION (Please print or type)				
PARTICIPANT NAME			ACCOUNT NUMBER	
STREET ADDRESS			SOCIAL SECURITY NUMBER	
CITY	STATE	ZIP CODE	DAYTIME PHONE NUMBER	
II. BENEFICIARY DESIGNATIONS				
I hereby designate the following individuals as primary and contingent beneficiaries of my account. If more than one beneficiary is designated under a class (primary/contingent), such beneficiaries share equally unless otherwise specified. This beneficiary designation will supersede any and all previous beneficiary designations. The right to revoke or change any beneficiary designation is hereby reserved. All prior beneficiary designations (if any) are hereby revoked. <b>Note: Please check the appropriate Primary or Contingent box for each beneficiary. Percentages must total 100% for primary and 100% for contingent (if applicable).</b>				
PRIMARY BENEFICIARY INFORMATION			ADDITIONAL BENEFICIARY INFORMATION	
			CHOOSE ONE: <input type="checkbox"/> ADDITIONAL PRIMARY <input type="checkbox"/> CONTINGENT	
NAME			NAME	
RELATIONSHIP	PERCENTAGE		RELATIONSHIP	PERCENTAGE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		SOCIAL SECURITY NUMBER	DATE OF BIRTH
ADDITIONAL BENEFICIARY INFORMATION			ADDITIONAL BENEFICIARY INFORMATION	
			CHOOSE ONE: <input type="checkbox"/> ADDITIONAL PRIMARY <input type="checkbox"/> CONTINGENT	
NAME			NAME	
RELATIONSHIP	PERCENTAGE		RELATIONSHIP	PERCENTAGE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		SOCIAL SECURITY NUMBER	DATE OF BIRTH
ADDITIONAL BENEFICIARY INFORMATION			ADDITIONAL BENEFICIARY INFORMATION	
			CHOOSE ONE: <input type="checkbox"/> ADDITIONAL PRIMARY <input type="checkbox"/> CONTINGENT	
NAME			NAME	
RELATIONSHIP	PERCENTAGE		RELATIONSHIP	PERCENTAGE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		SOCIAL SECURITY NUMBER	DATE OF BIRTH
ADDITIONAL BENEFICIARY INFORMATION			ADDITIONAL BENEFICIARY INFORMATION	
			CHOOSE ONE: <input type="checkbox"/> ADDITIONAL PRIMARY <input type="checkbox"/> CONTINGENT	
NAME			NAME	
RELATIONSHIP	PERCENTAGE		RELATIONSHIP	PERCENTAGE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		SOCIAL SECURITY NUMBER	DATE OF BIRTH
PARTICIPANT ACKNOWLEDGEMENT				
<b>The right to revoke or change any beneficiary designation is hereby reserved. All prior designations (if any) or beneficiaries are hereby revoked. If the beneficiary is a Trust, please attach a copy of the title page and the signature page of the Trust.</b>				
GRANTOR'S SIGNATURE			DATE	
SIGNATURE GUARANTEE OR NOTARY PUBLIC				

Please send the original to Mesirow Financial. Please retain a copy for your records.

**Mesirow Financial, Inc.**  
**Custodial Fee Schedule**  
**for**  
**Traditional IRA, Rollover, SEP, SAR-SEP, Bene IRA**  
(effective 8/1/10)

---

**Acceptance Fee**

Initial setup fee.....\$45.00

**Annual Fees**

Annual fees (per account).....\$45.00

**Transfer/Termination Fees**

Plan transfer or termination in addition to annual fees.....\$75.00

Additional fees / charges may apply  
We reserve the right to amend our fees at any time upon 30 days' notice.

