

PLAN TYPE

Regular Roth IRA Roth Conversion IRA (see below)

ACCOUNT TYPE

Participant Spousal Account Number _____ - _____ - _____
 Guardian Inherited Account Category DLJI RR

NEW CONVERSION

If you are converting from your ordinary IRA held with us to this new Roth IRA, please provide your ordinary IRA Account Number below:

I am converting to a Roth IRA from DLJSC Ordinary IRA Account Number: _____

Note: Please attach a completed *Roth Conversion Form* found in your Roth IRA kit, or available from your Account Representative.

PRIOR CONVERSION

If any of the assets intended for this account were converted from an ordinary IRA at another custodian, please indicate the date of conversion:

Prior Conversion date: Month _____ Day _____ Year _____

BROKER/DEALER OR BANK INFORMATION

I hereby designate _____ as the brokerage firm or bank authorized to enter securities transactions for my Roth IRA.

Your Name _____
(First Name, Middle Initial, Last Name) Your Social Security Number _____

Sex: Male Female Date of Birth _____
Month Day Year

Your Mailing Address _____

City _____ State _____ Zip _____

Your Home Telephone (_____) _____ Your Business Telephone (_____) _____

UNINVESTED CASH

Please be advised that idle cash in your Roth IRA may be invested pursuant to the current prospectus, as may be amended, available from your account representative or from Donaldson, Lufkin & Jenrette Securities Corporation (DLJSC), unless you elect otherwise by checking the box below:

Do **not** invest idle cash in my Roth IRA pursuant to the current prospectus.
I understand that DLJSC has no responsibility to credit interest on uninvested cash in my Roth IRA.

BENEFICIARY DESIGNATIONS

MARITAL STATUS Single Married (NOTE: If you are married, spousal consent may be required. See below.)

The following shall be my beneficiary or beneficiaries. If any primary beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary or beneficiaries shall be increased on a pro rata basis. If no primary beneficiary survives me, the contingent beneficiary or beneficiaries shall acquire the designated share of my Roth IRA. If I choose to not designate a beneficiary, my estate will be the beneficiary.

PRIMARY BENEFICIARIES

Name	Sex	Relationship	Date of Birth	S.S.#	Address	Percentage %
_____	_____	_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____	_____	_____%

CONTINGENT BENEFICIARIES

(Paid if primary beneficiaries predecease participant.)

Name	Sex	Relationship	Date of Birth	S.S.#	Address	Percentage %
_____	_____	_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____	_____	_____%

SPOUSAL CONSENT

If you are married, reside in a community or marital property state (currently AZ, CA, ID, LA, NV, NM, TX, WA and WI) and you have named someone other than your spouse as the sole primary beneficiary of your Roth IRA, your spouse must sign this form below. If required in your state, spousal signature must be witnessed by a Notary Public.

I am the spouse of the above-named account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this Roth IRA, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or property deposited in this Roth IRA and consent to the beneficiary designation indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by DLJSC.

CERTIFICATION

Signature of Your Spouse (Required by Residents of Community or Marital Property States) _____ Date _____

I hereby adopt the DLJSC Roth IRA. I understand the eligibility requirements for the type of deposit I am making and I do state that I do qualify to establish a Roth IRA and make the deposit. I understand that DLJSC assumes no responsibility for determining my eligibility for contributions made to this Roth IRA nor does DLJSC bear any responsibility for any tax consequences relating to such contributions or distributions from this Roth IRA. I have received a copy of the DLJSC Roth Individual Retirement Custodial Account Plan and Disclosure Statement. I understand that the terms and conditions which apply to this Roth IRA are contained in this DLJSC Roth Individual Retirement Custodial Account Plan and Disclosure Statement. I agree to be bound by those terms and conditions. If I elect to make a rollover or conversion contribution to this account, I hereby certify that I understand the rollover or conversion rules and conditions as they pertain to this Roth IRA and I have met the requirements for making a rollover or conversion from an ordinary IRA. Due to the important tax consequences of rolling over funds or property or converting from an ordinary IRA, I have been advised to consult with a tax professional. All information provided by me is true and correct and may be relied upon by DLJSC. I assume full responsibility for establishing this Roth IRA and for rollover and conversion transactions and will not hold DLJSC liable for any adverse consequences that may result. I hereby irrevocably designate the rollover or conversion of funds or other property as rollover or conversion contributions.

YOUR SIGNATURE

(Guardian must sign for minor) _____ Date _____

Note: This Roth IRA Adoption Agreement may be used only in conjunction with the Roth IRA plan document stipulated by DLJSC.

Donaldson, Lufkin & Jenrette

Securities Corporation

ROTH Individual Retirement Custodial Account

FORM 5305-RA UNDER SECTION 408(A) OF THE INTERNAL REVENUE CODE

FORM (REV. JAN. 1998)

The Depositor whose name appears on the Application is establishing a Roth Individual Retirement Account under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Application has given the Depositor the disclosure statement required under Regulations section 1.408-6.

The Depositor has assigned the Custodial account the sum indicated on the Application.

THE DEPOSITOR AND THE CUSTODIAN MAKE THE FOLLOWING AGREEMENT:

Article I

1. If this Roth IRA is not designated as a Roth Conversion IRA, then, except in the case of a rollover contribution described in section 408A(e), the Custodian will accept only cash contributions and only up to a maximum amount of \$2,000 for any tax year of the Depositor.
2. If this Roth IRA is designated as a Roth Conversion IRA, no contributions other than IRA Conversion Contributions made during the same tax year will be accepted.

Article II

The \$2,000 limit described in Article I is gradually reduced to \$0 between certain levels of adjusted gross income (AGI). For a single depositor, the \$2000 annual contribution is phased out between AGI of \$95,000 and \$110,000; for a married depositor who files jointly, between AGI of \$150,000 and \$160,000; and for a married depositor who files separately, between \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for that tax year exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.

Article III

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

Article IV

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

Article V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the sole beneficiary, the entire remaining interest will, at the election of the Depositor or, if the Depositor has not so elected, at the election of the beneficiary or beneficiaries, either:
 - a) Be distributed by December 31 of the year containing the fifth anniversary of the Depositor's death, or
 - b) Be distributed over the life expectancy of the designated beneficiary starting no later than December 31 of the year following the year of the Depositor's death.

If distributions do not begin by the date described in (b), distribution method (a) will apply.

2. In the case of distribution method 1.(b) above, to determine the minimum annual payment for each year, divide the Depositor's entire interest in the Custodial account as of the close of business on December 31 of the preceding year by the life expectancy of the designated beneficiary using the attained age of the designated beneficiary as of the beneficiary's birthday in the year distributions are required to commence and subtract 1 for each subsequent year.

3. If the Depositor's spouse is the sole beneficiary on the Depositor's date of death, such spouse will then be treated as the Depositor.

Article VI

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

Article VII

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

Article VIII

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

Article IX

1. Definitions

- a. *"Adoption Agreement"* shall mean the Agreement or Application signed by each individual adopting the Plan and establishing an Account on behalf of that individual
- b. *"Account"* shall mean the Contributory Account, Spousal Account, Conversion Account or Rollover Account established in accordance with Article IX, Section 3 of the Plan.
- c. *"Beneficiary"* shall mean the person or persons designated from time to time by a Participant or Participant's surviving spouse to receive benefits by reason of the death of the Participant or of such spouse, or the person or persons described in Article IX, Section 5b of the Plan who would otherwise be entitled to receive such benefits.
- d. *"Code"* shall mean the Internal Revenue Code of 1986, as amended from time to time.
- e. *"Compensation"* shall mean total Compensation, including wages, salary, professional fees and other amounts received by a Participant during his or her current taxable year for personal services rendered during that year and includable in his or her gross income for Federal income tax purposes. If the Participant is self-employed, his or her Compensation shall include net earnings from self-employment in which personal services of the Participant are a material income-producing factor. Compensation also includes amount includable in gross income with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code.
- f. *"Contributory Account"* shall mean an Account established by a Participant to which he or she makes contributions out of his or her Compensation.
- g. *"Conversion Account"* shall mean an Account established by a Participant in which amounts are deposited in accordance with Article IX, Section 3b of the Plan.
- h. *"Custodian"* shall mean Donaldson, Lufkin & Jenrette Securities Corporation.
- i. *"Depositor"* shall mean Participant as defined herein below.
- j. *"IRA Conversion Contributions"* are amounts rolled over, transferred, or considered transferred from an "Ordinary IRA" to a Roth IRA. An Ordinary IRA or "Traditional IRA" is an individual retirement account or annuity described in Code section 408(a) or 408(b).

- k. *"Participant"* shall mean the Depositor and an individual who adopts the Plan and who makes contributions or on whose behalf contributions are made to his or her Account pursuant to the Plan. If a Spousal Account is established, "Participant" shall also mean the spouse on whose behalf such Account is established, where the context so requires.
- l. *"Plan"* shall mean this Donaldson, Lufkin & Jenrette Securities Corporation Roth Individual Retirement Custodial Account Plan, as it may be amended from time to time, in accordance with Article VIII of the Plan.
- m. *"Roth Conversion IRA"* is a Roth IRA that accepts only IRA Conversion Contributions made during the same tax year.
- n. *"Spousal Account"* shall mean an Account established by a Participant on behalf of the Participant's non-employed spouse or by an eligible divorced or legally separated spouse.

2. Notices and Change of Address

- a. Any required notice regarding this Roth IRA will be considered effective when mailed by the Custodian to the last address of the intended recipient which is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The Participant will notify the Custodian of any change of address.
- b. *Representations and Responsibilities.* The Participant represents and warrants to the Custodian that any information the Participant has given or will give to the Custodian with respect to this Agreement is complete and accurate. Further, the Participant promises that any direction given by the Participant to the Custodian, or any action taken by the Participant will be proper under this Agreement. The Custodian will not be responsible for the Participant's actions or failures to act. Likewise, the Participant shall not be responsible for the Custodian's actions or failure to act; provided however, that the Custodian's duties and responsibilities under this Agreement are limited to those specifically stated in the Agreement and no other or further duties or responsibilities shall be implied.

3. Contributions

- a. *No Maximum Age for Contributions.* A Participant may continue to contribute to a Roth IRA so long as the Participant has earned income and has adjusted gross income within the range set forth in Article II, regardless of age.
- b. *Combining of Accounts.* A separate Account shall be established for the benefit of a Participant who makes a rollover contribution traceable solely to a conversion from a Traditional IRA as permitted under Code Section 408A(c)(6) and no further contributions shall be made to that Roth Conversion Account, unless the Participant directs the Custodian in writing on a form prescribed by the Custodian to combine the Conversion Account with the Participant's other Accounts under the Plan. Any other rollover contribution made by a Participant may be combined with a Contributory or Spousal Account held for the benefit of that Participant and further contributions may be made to that Account.

4. Investment of Contributions

- a. *Direction by Participant.* Each Participant shall direct the Custodian with respect to the investment of all contributions to his or her Account and the earnings thereon. Such direction shall be limited to publicly traded securities, covered call options, mutual funds, money market instruments, and other investments, to the extent that they are obtainable through and subject to the custody of the Custodian in its regular course of business. In the absence of such directions, the Custodian shall have no investment responsibility. All transactions directed by the Participant shall be subject to the rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations, and to internal policies of the Custodian. The Custodian reserves the right not to accept assets intended for deposit to the Account and may at any time require liquidation of any asset held in the Custodial Account if the Custodian determines that such asset is no longer in accordance with the Custodian's administrative or operational requirements.
- b. *Delegation of Investment Responsibility.* The Participant may delegate the investment responsibility for all his or her Account to an agent or attorney in fact acceptable to the Custodian by notifying the Custodian in writing on a form acceptable to the Custodian of the delegation of such investment responsibility and the name of the person or persons to whom such responsibility is delegated. The Custodian shall follow the directions of such agent or attorney in fact and shall be under no duty to review or question any direction, action or failure to direct or act of such agent or attorney in fact. The Participant may revoke the authority of any agent or

attorney in fact at any time by notifying the Custodian in writing of such revocation and the Custodian shall not be liable in any way for transactions initiated prior to receipt of such notice.

- c. *Uninvested Cash.* The Participant shall direct the Custodian as to the investment of all cash which is not currently invested in assets described in Article IX, Section 4a of the Plan, and the Participant or his or her legal representative shall direct the Custodian with respect to the investment of cash pending distribution. In the absence of such direction, the Custodian shall have no investment responsibility.

5. Withdrawals

All requests for withdrawal shall be in writing on a form provided by or acceptable to the Custodian. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements.

- a. *Required Distributions.* You are not required to take a distribution from your Roth IRA at age 70½. At your death, however, your beneficiaries must begin taking distributions. We will make no payouts to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or approved by us.
- b. *Beneficiaries.* If the Participant dies before receiving all of the amounts in the Participant's Roth IRA, payments from the Participant's Roth IRA will be made to the Participant's Beneficiary(ies). The Participant may designate any person(s) as Beneficiary(ies). The Beneficiary designation can only be made on a form prescribed by the Custodian and it will only be effective when it is filed with the Custodian during the Participant's lifetime. Each Beneficiary designation filed with the Custodian by the Participant will cancel all previous ones. The consent of a Beneficiary shall not be required to revoke a Beneficiary designation. If the Participant does not designate a Beneficiary, the Participant's estate will be the Beneficiary. If your surviving spouse is your sole beneficiary, your spouse may treat your Roth IRA as his or her own Roth IRA and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are permitted under the law or related regulations. If the beneficiary or beneficiaries include anyone other than your surviving spouse, distributions must commence in accordance with Article V. If the beneficiary payment election described in Article V is not made by December 31 of the year following the year of your death, the payment method described as the 5 year rule will be deemed elected.
- c. *Account Only Source of Benefits.* The only source of benefit for the Participant, Spouse, or Beneficiary of the Account under this Roth IRA Plan shall be the Roth IRA Account.

6. Transfer

- a. *Transfer.* Funds held on behalf of a Participant in another Roth individual retirement account or individual retirement annuity, and such other transfers as tax law and related regulations or pronouncements may permit, may be transferred to the Custodian and held in an Account for the benefit of the Participant under the Plan. However, if this Custodial account is designated as a Roth Conversion IRA, no contributions other than IRA Conversion Contributions made during the same tax year will be accepted. Upon the request of the Participant in writing on a form acceptable to the Custodian, the Custodian shall transfer funds held in a Participant's Account to another Roth individual retirement account or individual retirement annuity established by or on behalf of the Participant with another approved and qualified Custodian.
- b. *Transfer on Divorce.* A Participant may transfer any portion or all of his or her interest in an Account to a former spouse under a written instrument incident to divorce or under a divorce decree, whereupon such Account, or the transferred portion of such Account shall be held for the benefit of such former spouse subject to the terms and conditions of the Plan.

7. Powers, Duties and Obligations of Custodians

- a. *No Investment Discretion.* The Custodian shall have no discretion to direct any investments of an Account, and is merely authorized to acquire and hold the particular investments specified by the Participant. The Custodian will not act as investment advisor or counselor to a Participant and will not advise a Participant or offer any opinion or judgement on any matter pertaining to the nature, value, potential value or suitability of any investment or potential investment by a Participant.
- b. *Administrative Powers.* The Custodian may hold any securities acquired hereunder in the name of the Custodian without qualification or description or in the name of any nominee. Pursuant to the Participant's

direction, the Custodian shall have the following powers and authority with respect to the administration of each account.

1. To invest and reinvest the assets of the Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for fiduciary investments.
 2. To exercise or sell options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.
 3. To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities held by the Custodian.
 4. To make, execute and deliver as Custodian any and all contracts, waivers, releases or other instruments in writing necessary or proper for the exercise of any of the foregoing powers.
 5. To grant options to purchase securities held by the Custodian or to repurchase options previously granted with respect to securities held by the Custodian.
- c. *Shareholder Rights.* The Custodian shall exercise any rights of a shareholder (including voting rights) with respect to any securities held in the Account only in accordance with the instructions of the Participant pursuant to any applicable rules of the Securities and Exchange Commission and the national exchanges of which the Custodian is a member.
- d. *Records and Reports.* The Custodian shall keep accurate records of all contributions, receipts, investments, distributions, disbursements, and all other transactions of the Account. Within 120 days (or such other deadline imposed by applicable law) after the close of each calendar year (or after a distribution or transfer of a Participant's account or upon the Custodian's resignation or removal) the Custodian shall file with the Participant a written report (which may consist of copies of the Custodian's regularly issued account statements) reflecting all transactions affecting the Account for the period in question and including a statement of the assets in the Account and their fair market values. Unless the Participant files a written statement of exceptions or objections to the report with the Custodian within 60 days after mailing of the report, the Participant shall be deemed to have approved such report and the Custodian shall be released from all liability to anyone (including any Participant's spouse or Beneficiary) with respect to all matters set forth in the report. No person other than a Participant, the spouse of a Participant or Beneficiary may require an accounting.
- e. *Right to Request Judicial Assistance.* The Custodian shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for instructions. The only necessary party defendant to any such action shall be the Participant, but the Custodian may join any other person or persons as a party defendant. The cost, including attorney's fees, of any such proceeding shall be charged as an administrative expense under Article IX, Section 10 of the Plan.
- f. *Scope of Custodian's Duties.* The Custodian shall only have the duties which are specifically set forth in this Plan. The Custodian shall have no duty to ascertain whether contributions or distributions comply with the Plan or the Code. The Custodian shall not make any investments or dispose of any investments held in an Account, except upon the direction of the Participant or in accordance with Article IX Section 4a and Article IX Section 11d of the Plan. The Custodian shall not question any such directions of the Participant, review any securities or other property held in an Account, or make suggestions to the Participants with respect to the investment, retention or disposition of any assets held in an Account.
- g. *Scope of Custodian's Liability.* The Custodian shall not be liable for any loss of any kind which may result from any action taken by it in accordance with the directions of the Participant or his or her designated agent or attorney in fact or from any failure to act because of the absence of any such directions. The Custodian shall not be responsible for determining whether any contribution or rollover contribution satisfies the requirements of the Code. The Custodian shall not be liable for any taxes (or interest thereon) or penalties incurred by the Participant in connection with any Account or in connection with any contribution to or distribution from the Account. The Custodian is entitled to act upon any instrument, certificate, or form it believes is genuine and believes is signed or presented by the proper person or persons, and the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. The Participant shall duly indemnify and hold harmless the Custodian from any liability which may arise hereunder except liability arising from the gross negligence or willful misconduct of the Custodian.

8. Resignation or Removal of Custodian

- a. *Resignation.* The Custodian may resign as Custodian hereunder as to any Account by mailing or actually delivering written notice to the Participant 30 days prior to the resignation.

Upon its resignation the Custodian may, but shall not be required to, appoint a corporation or other institution as the successor custodian under this Agreement. Each Participant, after the receipt of the resignation, shall have 30 days to appoint an alternative successor custodian. If no alternate is chosen, the Participant will be deemed to have accepted the Custodian's appointed successor custodian. Upon acceptance of appointment by the successor, the Custodian shall assign transfer and deliver to the successor all assets held in the Account to which such resignation or removal relates. The Custodian is authorized however, to reserve such amounts as it deems advisable to provide for the payment of expenses and fees then due or to be incurred in connection with the settlement of its account, and any balance remaining after the settlement of its account shall be paid to the successor custodian or trustee. If the Custodian does not choose to appoint a successor, the Participant has 30 days after receiving notification of the Custodian's resignation to appoint a qualifying successor custodian. If the Participant does not appoint a successor custodian within this time period, the Custodian shall have the right to terminate the Custodial Account and distribute the assets directly to the Participant.

- b. *Removal.* The Participant shall substitute another custodian in place of the Custodian upon notification by the Internal Revenue Service that such substitution is required because the Custodian has failed to comply with the requirement of Treasury Regulation Section 1.408-2(e), or is not keeping such records, or making such returns, or rendering such statements as are required by that regulation.
- c. The Custodian shall not be liable for the acts or omissions of its successor.

9. Amendment and Termination of the Plan

- a. *Amendment or Termination.* The Custodian may amend or terminate this Plan at any time consistent with the provisions of applicable law without obtaining the consent of the Participant, the spouse of the Participant or Beneficiary. No amendment of the Plan, however, shall deprive any Participant, spouse of a Participant or Beneficiary of any benefit to which he or she was entitled under the Plan from contributions made prior to the amendment unless the amendment is necessary to conform the Plan to the current or future requirements of the Employee Retirement Income Security Act of 1974, Code Section 408A, or other applicable law, regulation or ruling, in which case the Custodian is expressly authorized to make amendments that are necessary for such purposes retroactively to the later of the effective date of the Plan or the effective date of any future legal requirements.
- b. *Distribution on Termination.* If the Plan is terminated for any reason the balance held in each Account for the benefit of a Participant, spouse of a Participant or Beneficiary shall be distributed by the Custodian to a successor custodian or trustee, in accordance with Article IX, Section 8, of the Plan.

10. Fees, Expenses, and Indebtedness

- a. *Compensation of the Custodian.* The Custodian shall be entitled to such reasonable fees for its services hereunder as shall be agreed upon from time to time in writing between the Custodian and the Participant and to reimbursement for all reasonable expenses incurred in the management of the Account.
- b. *Payment and Deduction of Fees and Expenses.* Periodic Custodial maintenance and related fees and expenses of the Custodian shall be due and payable upon notification to the Participant for services rendered by the Custodian. The Custodian may deduct from and charge against an Account all reasonable fees, shares and expenses, when incurred, in the management of the Account which have not been timely paid by the Participant. Upon the termination or transfer of any Account appropriate fees and expenses may be charged against the Account unless paid. The Custodian may allocate such fees, charges and expenses among the separate Accounts at such time or times and in such manner as the Custodian, in its reasonable discretion, determines. Brokerage fees shall be payable in accordance with the Custodian's usual practice. Fees charged against an Account shall not be reimbursed to the Account.
- c. *Indebtedness.* The Participant shall pay any debit balance or other obligation owing to the Custodian on demand.

11. Miscellaneous

DISCLOSURE STATEMENT

The Disclosure Statement provides a general description of the features of an Individual Retirement Account (the "Account" or the "Roth IRA") for which Donaldson, Lufkin & Jenrette Securities Corporation will act as Custodian.

A. Right of Revocation by Participant

1. Each individual who signs the Adoption Agreement (the "Participant") shall have the right to revoke the Agreement for a period of seven days from the date it is signed by mailing or personally delivering a written notice of revocation to Donaldson, Lufkin & Jenrette Securities Corporation, Retirement Plans Dept., One Pershing Plaza, Jersey City, NJ 07399. The notice of revocation shall be deemed mailed on the date of the postmark (or if sent by certified or registered mail, the date of certification or registration) if it is deposited in the United States mail in an envelope, or other appropriate wrapper, first class postage prepaid, properly addressed. If such notice is not received within seven days after the deemed date of mailing, the notice of revocation shall not be valid.
2. If a change is made in the Disclosure Statement or the Roth IRA when the Participant still has the right to revoke the Adoption Agreement, the Custodian will inform the Participant of the change, and the Participant shall be permitted to revoke the Agreement for a period of seven days from the date he or she receives notice of the change in the manner described in paragraph (1) above.
3. If the adoption agreement is revoked, the Custodian will return to the Participant his or her entire contribution to the Roth IRA without penalty, service charge, administrative expenses, or any other reduction. The contribution to a Roth IRA that is revoked, and the distribution from a Roth IRA that is revoked, must be reported to the Internal Revenue Service.

B. Special Requirements of the Donaldson, Lufkin & Jenrette Securities Corporation Individual Retirement Custodial Account Plan:

In addition to the statutory requirements described above, Donaldson, Lufkin & Jenrette Securities Corporation, as Custodian, has the following requirements:

1. Donaldson, Lufkin & Jenrette Securities Corporation (as Custodian) will not make any investment decisions with respect to the Account. Each Participant shall direct the Custodian with respect to the investment of all contributions and earnings therefrom. Investments may be made in publicly traded securities, covered call options, mutual funds, money market instruments, and other investments which are obtainable through and subject to the custody of the Custodian and compatible with its administrative and operational requirements. The Custodian may systematically sweep uninvested cash (subject to certain required minimums) in an Account to a money market fund or other investment offered by the Custodian.
 2. The Participant shall notify the Custodian in writing as to when he or she wishes to receive his or her benefits, and the manner of payout pursuant to Article V of the Donaldson, Lufkin & Jenrette Securities Corporation Roth Individual Retirement Custodial Account Plan.
 3. Donaldson, Lufkin & Jenrette Securities Corporation as Custodian, will have no responsibility to ascertain whether rollover or conversion contributions comply with the Plan or the Code.
 4. The Participant shall be entitled to designate a Beneficiary to receive benefits which are payable under the Roth IRA upon the Participant's death. If the Participant does not designate a Beneficiary, or, if the Beneficiary dies before the Participant, or cannot be located when the Participant dies, the benefits will be paid to the Participant's estate.
1. Your contribution must be in cash, unless it is a rollover contribution.
 2. The total amount you may contribute to a Roth IRA for any taxable year cannot exceed the lesser of \$2,000 or 100% of your compensation. If you also maintain a Traditional IRA, the maximum contribution to your Traditional IRA (i.e., an IRA subject to the limits of Internal Revenue Code (IRC) Sec. 408(a) or 408(b)), is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of \$2,000 or 100% of your compensation.

Your Roth IRA contribution is further limited if your adjusted gross income (AGI) exceeds \$150,000 and you are a married individual filing jointly (\$95,000 for single taxpayers). Married individuals with AGI that exceeds \$160,000 may not fund a Roth IRA. Single individuals with AGI exceeding \$110,000 may not fund a Roth IRA.

- a. *Prohibited Transactions.* Anything contained herein to the contrary notwithstanding, no Participant, spouse of a Participant or Beneficiary shall be entitled to use a Participant's Account, or any portion thereof, as security for a loan, nor shall the Custodian or any other person or institution engage in any prohibited transaction, within the meaning of Code Section 4975, with respect to any Participant's Account.
- b. *Prohibition Against Assignment of Benefits.* Except to the extent otherwise required by law, none of the benefits, payments or proceeds held in an Account on behalf of any Participant, spouse of a Participant or Beneficiary shall be subject to the claims of any creditor of such Participant, spouse or Beneficiary, nor shall any Participant, spouse or Beneficiary have any right to anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which he or she is or may be entitled under the Plan.
- c. *Applicable Law.* The Plan is intended to qualify as a Roth individual retirement account plan under Code Section 408A. The Plan shall be governed by and interpreted under the laws of the state of New York, except to the extent such laws are superseded by applicable federal law. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and the Plan shall be construed and administered as if such provision had not been included.
- d. *Liquidation of Assets.* If the Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses, or taxes assessed against a Participant's Account, and the Participant fails to instruct the Custodian as to the liquidation of such assets, assets will be liquidated in the following order to the extent held in the Account: (a) any shares of a money market fund or money market-type fund, (b) securities, (c) other assets.
- e. Contributions to a Roth IRA Custodial account for a nonworking spouse must be made to a separate Roth IRA Custodial account established by the nonworking spouse.
- f. Distributions made under Article V may be made in a single sum, periodic payment, a combination of both, or in any other method permissible under the law and applicable regulations or pronouncements, subject to the internal policies of the Custodian.

If you are married filing jointly and your AGI is between \$150,000 and \$160,000, your maximum Roth IRA contribution is determined as follows: (1) Subtract your AGI from \$160,000, (2) divide the difference by \$10,000, and (3) multiply the factor in step (2) by \$2,000. For example, if your AGI is \$155,000, your maximum Roth IRA contribution is \$1,000. This amount is determined as follows: [(\$160,000 minus \$155,000) divided by \$10,000] multiplied by \$2,000.

If you are single and your AGI is between \$95,000 and \$110,000, your maximum Roth IRA contribution is determined as follows: (1) Subtract your AGI from \$110,000, (2) divide the difference by \$15,000, and (3) multiply the factor in step (2) by \$2,000. For example, if your AGI is \$98,000, your maximum Roth IRA contribution is \$1,600. This amount is determined as follows: [(\$110,000 minus \$98,000) divided by \$15,000] multiplied by \$2,000.

Your Roth IRA contribution is not limited by your participation in a retirement plan other than a Traditional IRA, as discussed above. In addition, unlike Traditional IRAs, you may continue to fund a Roth IRA after age 70½ so long as you have earned income and your AGI is below the maximum thresholds discussed above.

3. A contribution is deemed to have been made on the last day of the preceding taxable year if you make a contribution by the deadline for filing your income tax return (not including extensions), and you designate that contribution as a contribution for the preceding taxable year. For example, if you are a calendar year taxpayer and you make your Roth IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.
4. Your interest in your Roth IRA is nonforfeitable.
5. The Custodian of your Roth IRA must be a bank, savings and loan association, credit union or a person approved by the Secretary of the Treasury, such as Donaldson, Lufkin & Jenrette Securities Corporation.
6. The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.
7. No portion of your Roth IRA may be invested in life insurance contracts.
8. You may not invest the assets of your Roth IRA in collectibles (within the meaning of Internal Revenue Code (IRC) Section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the Internal Revenue Service. Specially minted United States gold and silver bullion coins are permissible Roth IRA investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as Roth IRA investments.
9. **BENEFICIARY PAYOUTS** – If your surviving spouse is your sole beneficiary, your spouse may treat your Roth IRA as his or her own Roth IRA and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are permitted under the law or related regulations. If the beneficiary or beneficiaries include anyone other than your surviving spouse, the entire amount remaining in your account will, at the election of your beneficiary or beneficiaries, either:
 - (a) be distributed by December 31 of the year containing the fifth anniversary of your death, or
 - (b) be distributed in equal or substantially equal payments over the life or life expectancy of your designated beneficiary or beneficiaries.

A non-spouse beneficiary or beneficiaries must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be made in accordance with option (a).

D. Income Tax Consequences of Establishing a Roth IRA

1. Roth IRA Deductibility

No deduction is allowed for Roth IRA contributions, including transfers and rollover contributions.

2. The investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as discussed below.
3. **Taxation of Distributions** – The taxation of a Roth IRA distribution depends on whether the distribution is a qualified distribution or a nonqualified distribution.
 1. **Qualified Distributions** – Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in gross income.

A qualified distribution occurs when the assets have been in the Roth IRA for five years and one of the following events occurs:

- attainment of age 59½,
- disability,
- the purchase of a first home, or
- death.

For contributory IRAs, the five year period begins with the first year for which you make a Roth IRA contribution. For example, if you make a contribution to your Roth IRA for 1998, the five year period will be completed at the end of 2002. However, a separate five year requirement applies to each rollover contribution from a Traditional IRA. The five-year period for these rollovers begins with the year in which the rollover contribution is made.

2. **Nonqualified Distributions** – If you meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, will be subject to an early distribution penalty. However, when you take a nonqualified distribution, your basis (the amounts you contributed to the account) will generally be removed first. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your contributions. Special rules may apply to the distribution of conversion amounts.

4. **NO REQUIRED MINIMUM DISTRIBUTIONS** – You are not required to take distributions from your Roth IRA at age 70½ (as required for Traditional and SIMPLE IRAs).

5. **ROLLOVERS AND CONVERSIONS** – Your Roth IRA may be rolled over to another Roth IRA of yours, or may receive rollover contributions, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your Roth IRA from any of your Roth, Traditional or SIMPLE IRAs. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

1. **Roth IRA to Roth IRA Rollovers** – Funds distributed from your Roth IRA may be rolled over to a Roth IRA of yours if the requirements of IRC Section 408(d)(3) are met. A proper Roth IRA to Roth IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another Roth IRA to Roth IRA rollover from the distributing Roth IRA during the 12 months preceding the date you receive the distribution. Further, you may roll the same dollars or assets only once every 12 months. Roth IRA assets may not be rolled over to other types of IRAs (e.g., Traditional IRA, SIMPLE IRA, etc.).
2. **Traditional IRA To Roth IRA Rollovers** – Unless your adjusted gross income is more than \$100,000, you are eligible to roll over (or convert) all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). A separate Roth Conversion IRA should generally be established to hold conversion amounts. If your Roth IRA is designated as a Roth Conversion IRA, the only permissible contributions are amounts converted from a Traditional IRA during the same tax year. The amount of the rollover from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes and is includable in your gross income (except for any nondeductible contributions). Although the rollover amount is generally included in income, the 10% early distribution penalty shall not apply to rollovers or conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% penalty.

If you roll over assets from your Traditional IRA to your Roth IRA prior to January 1, 1999, you may include the taxable amount of the distribution in your gross income ratably over a four year period beginning with 1998.

3. **Written Election** – At the time you make a proper rollover to a Roth IRA, you must designate to the Trustee, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
4. **No Rollovers From Employer Plans** – You may not roll over distributions from your employer's qualified retirement plan or 403(b) arrangement into your Roth IRA.

E. Limitations and Restrictions

1. If you are married and have Compensation for a particular year, you may make payments to a Roth IRA established for the benefit of your spouse. You must file a joint tax return for the year which the contribution is made.
2. The amount you may contribute to your Roth IRA and your spouse's Roth IRA is the lesser of \$4,000 or 100% of your Compensation. However,

you may not contribute more than \$2,000 to any one Roth IRA. Your contribution may be further limited if your AGI exceeds the levels discussed in the section titled Requirements of a Roth IRA.

3. A deduction is not allowed for rollover or transfer contributions.
4. The \$100,000 Federal estate tax exclusion previously available has been repealed for decedents dying after 12/31/84. No exclusion will be allowed for decedents dying after that date. Transfer of your Roth IRA assets to a named Beneficiary made during your life and at your request or because of your failure to instruct otherwise, may be subject to Federal gift tax under IRC Section 2501 if made after October 22, 1986.
5. Any nonqualified withdrawal from your Roth IRA, except a direct transfer, is subject to Federal income tax withholding. You may, however, elect not to have withholding apply to your Roth IRA withdrawal. If withholding is applied to your withdrawal, not less than 10% of the amount withdrawn must be withheld.
6. If you or your Beneficiary engage in a prohibited transaction with your Roth IRA, as described in IRC Section 4975, it will lose its tax exemption and you must include the value of your account in your gross income for that taxable year.
7. If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

F. Federal Tax Penalties

1. If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional tax of 10% will apply to the amount includible in income (i.e., the earnings, unless made on account of death; disability; a qualifying rollover; a direct transfer; the timely withdrawal of an excess contribution or if the distribution is part of a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or joint life expectancy of you and your Beneficiary. This additional tax will apply only to the portion of a distribution that is includible in your income. Payments made to pay medical expenses which exceed 7.5% of your adjusted gross income and distributions to pay for health insurance by an individual who has separated from employment and who has received unemployment compensation under a federal or state program for at least 12 weeks are also exempt from the 10% tax. This additional tax will apply only to the portion of a distribution that is includible in your income. Payments to cover certain qualified education expenses and distributions for first-home purchases (up to life-time maximum of \$10,000) are exempt from the 10% tax. This additional tax will apply only to the portion of a distribution that is includible in your income.
2. An excise tax of 6% is imposed upon any excess contribution you make to your Roth IRA. This tax will apply to each year an excess remains in your Roth IRA. An excess contribution is any contribution which exceeds your contribution limit, excluding rollover and direct transfer amounts. Your contribution limit is the lesser of \$2,000 or 100% of your Compensation for the taxable year. Your contribution may be further limited if your AGI exceeds the levels discussed in the section titled Requirements of a Roth IRA.
3. One of the requirements listed above is that unless your surviving spouse is your sole beneficiary, your designated beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50% is imposed on the amount of the required minimum distribution that should have been taken but was not. This tax is referred to as an excess accumulation penalty tax.
4. You must file Form 5329 with the Internal Revenue Service when any additional or excise taxes are due.

G. Other

You may obtain further information on Roth IRAs from your District Office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590 (Individual Retirement Arrangements).

H. Additional Financial Information

1. Custodial Fees

If not accompanied by this Disclosure Statement and Roth Individual Retirement Custodial Account Plan, a schedule of fees is available from the Custodian or from the financial institution which has introduced your account to the Custodian. The Custodian will notify all Roth IRA Participants prior to changing the fee schedule. The Participant may receive an invoice for the custodial maintenance and other related fees which are due and payable upon receipt. Unless timely paid by the Participant, fees will be automatically charged against the Account, or as

directed in writing by the Participant, charged against another account over which the Participant has investment authority.

2. Brokerage Commissions

Commissions shall be as charged by the financial institution which has introduced your Account to the Custodian.

3. Other Expenses

Any taxes of any kind which may be imposed with respect to the Roth IRA and any reasonable expenses incurred by the Custodian in the management of a Participant's Account under the Roth IRA together with any fees referred to above, shall be paid by the Participant, or if not timely paid, will be charged against his or her Account, or as directed in writing by the Participant, charged against another account over which the Participant has investment authority.

4. Earnings

The earnings of each separate Account shall be allocated only to that Account.

5. Growth in Value

Growth in value of a Participant's Account will depend entirely on the investment decisions made by the Participant and is neither guaranteed nor projected.