

INDIVIDUAL RETIREMENT ACCOUNT APPLICATION

William Blair

Account Number (if known)

For assistance with this form, please call 1-800-635-2886 or 1-800-742-7272.

Return your completed application to:

William Blair Funds, P.O. Box 219137
Kansas City, MO 64121-9137

Our overnight mail address is:

William Blair Funds, 430 W. 7th Street, Suite 219137
Kansas City, MO 64105-1407

THE USA PATRIOT ACT

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions 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. You may also be asked to show other identifying documentation.

Bolded fields must be completed and will be verified as required by the Patriot Act. If bolded fields are not completed, this application will be rejected.

1. TYPE OF IRA ACCOUNT

Please choose only one.

- Traditional IRA: For tax year _____.
- Roth IRA: For tax year _____.
- Transfer IRA (Please complete the enclosed IRA Transfer Form.)
- Direct Rollover IRA (Please complete the enclosed IRA Transfer Form.)
- Spousal IRA: Complete two separate applications. For tax year _____.
- SEP-IRA: (not to exceed \$50,000). For tax year _____.
- Education IRA (Please complete Education IRA Form.) For tax year _____.

TRADITIONAL IRA INSTRUCTIONS

To establish a traditional IRA account, please tell us how you will be funding the account.

A. By asset transfer from an existing traditional IRA.

To transfer assets to William Blair from a traditional IRA held by another custodian, choose the option below that describes your transfer and complete the enclosed Asset Transfer Form. William Blair will contact your current custodian to arrange the transfer.

- Asset transfer from an existing direct rollover traditional IRA. (Choose this funding option if your current traditional IRA contains only assets previously rolled over from an employer-sponsored retirement plan.)
- Asset transfer from an existing traditional IRA. (Choose this funding option if your current traditional IRA contains either all personal contributions, or a combination of personal contributions and assets previously rolled over from an employer-sponsored retirement plan.)

B. By check. (Please make check payable to William Blair.)

- Annual contribution. For tax year _____.
- Rollover from a previously held traditional IRA. (Applicable only if you have possession of the traditional IRA assets you had held at another institution. Please remember, you must deposit the full value of your assets – including any taxes that were withheld – within 60 days for the rollover to remain tax deferred.)

Skip to Section 2

ROTH IRA INSTRUCTIONS

To establish a Roth IRA account, please tell us how you will be funding the account.

A. By asset transfer from an existing Roth IRA.

- Asset transfer (To transfer assets to William Blair from a Roth IRA held by another custodian, also complete the enclosed Asset Transfer Form. William Blair will contact your current custodian to arrange the transfer.)

B. By check. (Please make check payable to William Blair.)

- Annual contribution. For tax year _____.
- Rollover from previously held Roth IRA. (Applicable only if you have possession of the Roth IRA assets you had held at another institution. Please remember, you must deposit the full value of your assets – including any taxes that were withheld – within 60 days for the rollover to remain tax deferred.)

INHERITED IRA INSTRUCTIONS

The IRA you are establishing will hold inherited assets (assets that you are receiving as a beneficiary of a deceased IRA owner or plan participant).

To establish a Roth IRA account, please tell us how you will be funding the account.

A. I am transferring inherited/beneficiary assets from another IRA or an employer plan account in accordance with applicable tax law requirements, and I am the (check one box):

- surviving spouse or
- a non-spousal beneficiary (for non-spousal beneficiary, account will be registered as a decedent (DCD) IRA).

B. Assets from the IRA are coming from (check one):

- another IRA
- an employer retirement plan *Note: If you are the beneficiary of a deceased participant in an employer qualified plan, 403(b) arrangement or eligible governmental 457 plan, you may establish an IRA and direct the transfer of the deceased participant's account to your IRA by a direct rollover.*

The required minimum distribution rules will apply to the amount in your IRA. See the Disclosure Statement for additional information and consult a tax advisor for assistance, if needed. You may need to commence withdrawals in order to satisfy the required minimum distribution rules by submitting appropriate withdrawal instructions.

C. If a surviving spouse, register my IRA as an

- inherited (DCD) IRA
- in my name (not an inherited IRA) *Please note: There are tax implications to this choice – please consult a tax advisor if needed.*

Date of prior participant's/account owner's death: _____

2. YOUR NAME AND ADDRESS

If this IRA is being established for a minor who has earned income, write the minor's name, and next to the name, the words "a minor."

Owner's Name Social Security Number

Street Address and Apartment or P.O. Box Number

(If mailing address is a post office box, a street address is also required by the Patriot Act. APO and FPO addresses will be accepted.)

City State Zip Code

Daytime Telephone Number Evening Telephone Number

E-mail Address Birth Date (Month, Day, Year)

Citizenship: You *must* check one: **For foreign accounts, one of the following must be provided: Taxpayer ID, Alien ID, or passport number with country of issuance.**

- U.S. Citizen Resident Alien Nonresident Alien

Alien ID or passport number

Country of issuance

Country of Residence

3. YOUR FINANCIAL REPRESENTATIVE

Representative's Name Representative's Telephone Number E-mail Address (Optional)

Branch Address City State Zip Code

Name of Firm Representative's Firm Number Representative's RR Number

Would you like duplicate account statements sent to your Financial Representative? Yes No

4. BENEFICIARY DESIGNATION

I designate the following person(s) to receive the balance of my IRA upon my death. This designation revokes any previous designation I may have filed with the Custodian. If my primary beneficiary should die before I do, his or her share of my IRA will be divided equally among the surviving beneficiary(ies). If there are additional beneficiaries designated, please attach an additional sheet.

PRIMARY BENEFICIARY(IES)

First Name	MI	Last Name	Social Security or Tax I.D. Number	Share%	Date of Birth or Date of Trust	Relationship:			
						Spouse	Non-Spouse Individual	Trust	Entity
1. _____						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. _____						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. _____						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Total: 100%									

CONTINGENT BENEFICIARY(IES) (If no primary beneficiaries are living at the time of my death.)

First Name	MI	Last Name	Social Security or Tax I.D. Number	Share%	Date of Birth or Date of Trust	Relationship:			
						Spouse	Non-Spouse Individual	Trust	Entity
1. _____						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. _____						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Total: 100%									

5. YOUR FUND CHOICES

It is mandatory to complete this section.

Fund Names	N Shares:		I Shares:		Amount enclosed or to be forwarded by current custodian
	Fund Share Class	Fund #	Fund Share Class	Fund #	
Growth Fund	<input type="radio"/> N Shares	268	<input type="radio"/> I Shares	1752	\$ _____ OR _____ %
Large Cap Growth Fund	<input type="radio"/> N Shares	1765	<input type="radio"/> I Shares	1781	\$ _____ OR _____ %
Mid Cap Growth Fund	<input type="radio"/> N Shares	1846	<input type="radio"/> I Shares	1845	\$ _____ OR _____ %
Small-Mid Cap Core Fund			<input type="radio"/> I Shares	6200	\$ _____ OR _____ %
Small-Mid Cap Growth Fund	<input type="radio"/> N Shares	1475	<input type="radio"/> I Shares	1474	\$ _____ OR _____ %
Small-Mid Cap Value Fund	<input type="radio"/> N Shares	2266	<input type="radio"/> I Shares	2265	\$ _____ OR _____ %
Small Cap Growth Fund	<input type="radio"/> N Shares	1762	<input type="radio"/> I Shares	1778	\$ _____ OR _____ %
Small Cap Value Fund	<input type="radio"/> N Shares	161	<input type="radio"/> I Shares	1732	\$ _____ OR _____ %
Global Leaders Fund	<input type="radio"/> N Shares	2153	<input type="radio"/> I Shares	2154	\$ _____ OR _____ %
International Leaders Fund	<input type="radio"/> N Shares	2270	<input type="radio"/> I Shares	2271	\$ _____ OR _____ %
Emerging Markets Leaders Fund	<input type="radio"/> N Shares	2156	<input type="radio"/> I Shares	2157	\$ _____ OR _____ %
Emerging Markets Growth Fund	<input type="radio"/> N Shares	1836	<input type="radio"/> I Shares	1835	\$ _____ OR _____ %
Bond Fund	<input type="radio"/> N Shares	2150	<input type="radio"/> I Shares	2151	\$ _____ OR _____ %
Income Fund	<input type="radio"/> N Shares	213	<input type="radio"/> I Shares	1743	\$ _____ OR _____ %
Low Duration Fund	<input type="radio"/> N Shares	2242	<input type="radio"/> I Shares	2243	\$ _____ OR _____ %
Macro Allocation Fund	<input type="radio"/> N Shares	2263	<input type="radio"/> I Shares	2262	\$ _____ OR _____ %

6. AUTOMATIC INVESTMENT PROGRAM

Yes, I would like to automatically add to my IRA account by transferring money from my bank to my William Blair Fund on a regular basis.

Amount \$ _____	Start Date (Month) _____
Type of Account (Please attach a voided check or deposit slip.) <input type="radio"/> Savings Account <input type="radio"/> Checking Account	Bank Account Number _____
Name of Bank _____	Investments will be posted on the 5th day of the month.
Investments will be posted on the 5th day of the month.	These investments are contributions for tax year 20 _____

7. DUPLICATE STATEMENTS

Please complete this section if you would like a duplicate account statement sent to another party. (Other than your Financial Representative.)

Name _____		
Street Address and Apartment or P.O. Box Number _____		
City _____	State _____	Zip Code _____
Country of Residence _____		

8. TELEPHONE EXCHANGE PRIVILEGES

Instead of mailing written instructions, you can use the telephone to conveniently exchange shares between fund accounts. Telephone Exchange privileges are automatically provided, unless indicated below.

I do not authorize telephone exchanges between William Blair Funds.

Neither the Fund nor the Transfer Agent will be liable for properly acting upon telephone instructions believed to be genuine. Should the Fund or its Transfer Agent fail to utilize reasonable procedures, it may be liable for any losses due to unauthorized or fraudulent instructions.

9. TERMS, CONDITIONS, AND SIGNATURE

By execution of this application, the investor represents and warrants that (i) he has the full right, power and authority to make the investment applied for and (ii) he is a natural person of legal age in his state of residence and that all information on this application is true and correct. The investor certifies that the taxpayer identification number and tax status set forth in the application is correct. The person or persons, if any, signing on behalf of the investor represent and warrant that they are duly authorized to sign this application and purchase or redeem shares of the Fund on behalf of the investor. The person named in the registration must sign below.

By signing this form, I certify that: I have reviewed the current Fund prospectus and agree to be bound by its terms. I have full authority and legal capacity to purchase Fund shares, and establish and use regular privileges.

I hereby adopt the William Blair Funds Retirement Custodial Agreement that is incorporated herein by reference and acknowledge having received and read it. I further acknowledge having reviewed the prospectus for each William Blair Fund elected under this Agreement.

If I am a U.S. citizen or resident alien, I certify under penalties of perjury that the number shown in Section 2 is my correct taxpayer identification number and that I am a U.S. citizen or other U.S. person (this includes a U.S. resident alien).

If I am a nonresident alien, I understand that I am required to complete the appropriate Form W 8 to certify my foreign status. I understand that, if I am a nonresident alien, I am not under penalties of perjury for certifying to the above information.

Signature _____	Title or Capacity (If applicable) _____	Date _____
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* Please note that in some cases, under provisions of the Patriot Act, you may be required to provide additional verification to support your identity, such as a driver's license, birth certificate or passport.

Account Number (If known)

For assistance with this form, please call
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To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions 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. You may also be asked to show other identifying documentation.

Bolded fields must be completed and will be verified as required by the Patriot Act. If bolded fields are not completed, this application will be returned.

IMPORTANT INFORMATION

Please complete this form to authorize William Blair Funds to initiate an asset transfer of your existing IRA from another financial institution.

- If you are opening a new IRA account at William Blair, you must also complete and sign a William Blair IRA application.
- Transfers between traditional IRAs and Roth IRAs are not permissible.
- A separate IRA Transfer Form must be completed for each institution from which assets are being transferred.
- If you will reach age 70-1/2 during this calendar year, or are older, you will be required to take a minimum distribution from your retirement plan. You can either take that distribution before transferring the assets to us, or leave the amount of the required minimum distribution (RMD) in the existing retirement plan and withdraw it prior to the distribution deadline, generally December 31.
- Asset transfers are completed in an average of three to four weeks from the date William Blair receives your request.

1. ACCOUNT OWNER INFORMATION

Owner's Name		Social Security Number	
--Street Address and Apartment or P.O. Box Number			
City	State	Zip Code	

(If mailing address is a post office box, a street address is also required by the Patriot Act. APO and FPO addresses will be accepted.)

Daytime Telephone Number	Evening Telephone Number
Account Number	Birth Date (Month, Day, Year)
<p>Citizenship: You <i>must</i> check one: For foreign accounts, one of the following must be provided: Taxpayer ID, Alien ID, or passport number with country of issuance.</p> <p><input type="radio"/> U.S. Citizen <input type="radio"/> Resident Alien <input type="radio"/> Nonresident Alien</p> <p>Alien ID or passport number _____</p> <p>Country of issuance _____</p>	
Country of Residence	

2. CURRENT CUSTODIAN INFORMATION

Attach a copy of a current statement from your existing account to this IRA Transfer Form. Complete information will help avoid delays with your transfer.

Name of Current IRA Custodian		
Street Address and Apartment or P.O. Box Number		
City	State	Zip Code
Contact Person (If any)	Telephone Number	

3. INSTRUCTIONS TO CURRENT IRA CUSTODIAN

All assets indicated below must be held with the custodian named in Section 2.

Please transfer the assets indicated below to William Blair Funds. *(Please note: Your entire account will be liquidated and transferred unless you specify a dollar amount below.)*

Name of Investment	Account Number	All OR Dollar Amount (For partial transfer only)
Name of Investment	Account Number	All OR Dollar Amount (For partial transfer only)

4. IRA TRANSFER INSTRUCTIONS

Please choose the scenario below that best describes your type of transfer. You may choose only one type: A, B, C, or D.

- A.** Asset transfer from a **traditional IRA** held by another custodian to a **William Blair traditional IRA**. (Check only one, and then proceed to Section 5.)
- I am opening a new William Blair traditional IRA. (Be sure to complete an IRA account application.)
- Invest these assets in my established William Blair traditional IRA.
- B.** Asset transfer from a **direct rollover IRA** held by another custodian to a **William Blair direct rollover IRA**. (Choose one of the options directly below if your assets are currently invested in a traditional IRA at another institution but had been invested previously in an employer-sponsored retirement plan – for example, a 401(k) – then proceed to Section 5.)
- I am opening a new William Blair direct rollover IRA. (Complete an IRA account application.)
- Invest these assets in my established William Blair direct rollover IRA. This choice may involve the commingling of direct rollover assets from different retirement plans, which may affect your ability to complete a future direct rollover of these assets into a new employer-sponsored retirement plan.
- C.** Asset transfer from a **Roth IRA** held by another custodian to a **William Blair Roth IRA**. (Check only one and proceed to Section 5.)
- I am opening a new William Blair Roth IRA. (Be sure to complete an IRA account application.)
- Invest these assets in my established William Blair Roth IRA account.
- D.** Asset transfer from an Inherited IRA as the beneficiary of a deceased:
- IRA owner or participant in an employer qualified plan or 403(b) arrangement.
- Eligible governmental 457 plan.

5. YOUR FUND CHOICES

It is mandatory to complete this section.

Fund Names	N Shares:		I Shares:		Amount enclosed or to be forwarded by current custodian		
	Fund Share Class	Fund #	Fund Share Class	Fund #			
Growth Fund	<input type="radio"/> N Shares	268	<input type="radio"/> I Shares	1752	\$	OR	%
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Macro Allocation Fund	<input type="radio"/> N Shares	2263	<input type="radio"/> I Shares	2262	\$	OR	%

6. SIGNATURE REQUIRED

Please check with your current IRA custodian regarding the need for a signature guarantee before they will release the assets. If a signature guarantee is required and one is not provided, your new IRA account set-up will be delayed. **IMPORTANT: If a signature guarantee is required, please wait to sign this form until you are in the presence of the authorized officer.**

I hereby agree to the terms and conditions set forth in this IRA Asset Transfer Form and acknowledge having established a William Blair IRA through execution of a William Blair IRA application.

By execution of this application, the investor represents and warrants that (i) he has the full right, power and authority to make the investment applied for and (ii) he is a natural person of legal age in his state of residence and that all information on this application is true and correct. The investor certifies that the taxpayer identification number and tax status set forth in the application is correct. The person or persons, if any, signing on behalf of the investor represent and warrant that they are duly authorized to sign this application and purchase or redeem shares of the Fund on behalf of the investor. The person named in the registration must sign below.

By signing this form, I certify that: I have reviewed the current Fund prospectus(es) and agree to be bound by its terms. I have full authority and legal capacity to purchase Fund shares, and establish and use regular privileges.

I hereby adopt the William Blair Funds Retirement Custodial Agreement that is incorporated herein by reference and acknowledge having received and read it. I further acknowledge having received and read the William Blair Disclosure Statement and the prospectus(es) for the Fund(s) into which I am transferring my IRA for each William Blair Fund elected under this Agreement.

If I am a U.S. citizen or resident alien, I certify under penalties of perjury that the number shown in Section 1 is my correct taxpayer identification number and that I am a U.S. citizen or other U.S. person (this includes a U.S. resident alien).

If I am a nonresident alien, I understand that I am required to complete the appropriate Form W 8 to certify my foreign status. I understand that, if I am a nonresident alien, I am not under penalties of perjury for certifying to the above information.

Signature	Date (Month, Day, Year)
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- Please note that in some cases, under provisions of the Patriot Act, you may be required to provide additional verification to support your identity, such as a driver's license, birth certificate or passport.

7. SIGNATURE GUARANTEE (If applicable)

A signature guarantee can be obtained from an authorized member of a bank, broker or other acceptable financial institution. **A notary public cannot provide a signature guarantee.**

Signature of Guarantor	Title/Name of Institution
Date (Month, Day, Year)	

Authorized Officer to Place Stamp Here

TRADITIONAL INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

(Under section 408(a) of the Internal Revenue Code)

Form **5305-A**

(Rev. March 2002)

Department of the Treasury

Internal Revenue Service

**DO NOT File With the
Internal Revenue Service**

Introduction

The Depositor whose name appears on the Application 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 has given the depositor the disclosure statement required by Regulations section 1.408.6.

The depositor has assigned the Custodial Account the sum indicated on the Application 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 \$5,000 per year and \$6,000 if the depositor is over the age of 50. All current year and future year contributions are subject to the limits and restrictions defined by section 415.

ARTICLE II

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

ARTICLE III

- 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)).
- 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

- 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.
- The depositor's entire interest in the custodial account must be, or begin to be, distributed no later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70 1/2. 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 single sum or
 - 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.
- If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - If the depositor dies on or after the required beginning date and:
 - 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.
 - 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.
 - 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.
 - 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:

- 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 70 1/2. 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.
- The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

- 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.
- 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:
 - The required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 70 1/2, 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.
 - 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 70 1/2, 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).
 - The required minimum distribution for the year the depositor reaches age 70 1/2 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.
- 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

- 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.
- 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 on the Application.

ARTICLE VIII

Article VIII may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code.

General Instructions

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

Purpose of Form

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 compelled 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. **Do not** file Form 5305-A with the IRS. Instead, keep it with your records. For more information on IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590**, Individual Retirement Arrangements (IRAs).

Definitions

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

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

Identifying Number

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.

Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse. Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions

Article IV. 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 70 1/2 to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete that 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.

Roth Individual Retirement Custodial Account
 (Under section 408A of the Internal Revenue Code)

Do not file
 with the Internal
 Revenue Service

Name of depositor	Date of birth of depositor	Social security number : : :
Address of depositor		Check if amendment . . . <input type="checkbox"/>
Name of custodian	Address or principal place of business of custodian	

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

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

The depositor assigned the custodial account \$

The depositor and the custodian make the following agreement:

Article I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, 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

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married depositor filing separately, between AGI of \$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 the tax year the funds were distributed from the other IRA 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.

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

Article III

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

Article IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1 from the divisor for each subsequent year.

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

Article VI

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

2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

Article VII

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

Article VIII

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

Article IX

Article IX may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code.

Depositor's signature Date

Custodian's signature Date

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

General Instructions

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

Purpose of Form

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A and has been pre-approved by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after 5 years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor,

see **Pub. 590**, Individual Retirement Arrangements (IRAs).

Definitions

IRA Conversion Contributions. IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a nonRoth IRA to a Roth IRA. A nonRoth IRA is an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

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

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

Specific Instructions

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

contributed by or on behalf of them for the tax year. The depositor should see the disclosure statement or Pub. 590 for more information.

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

Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed 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.

