
Computershare Trust Company, N.A. Computershare Investment Plan for Oneok Inc. Common Stock Roth IRA

Roth Individual Retirement Account Trust Agreement and Disclosure Statement for participation in Computershare Trust Company's Roth IRA (the "IRA Program") providing for investment in the Computershare Investment Plan for the Oneok Inc. Common Stock.

Within this Roth Individual Retirement Account Trust Agreement and Disclosure Statement, all references made to the "Company" shall refer to Oneok Inc. and all references made to the "Plan" shall mean the Computershare Investment Plan for Oneok Inc. Common Stock.

Questions? Call toll-free 1-800-597-7736 from 9 a.m. to 5 p.m. Eastern Time, Monday through Friday.

Return your completed form to:

The IRA Program
c/o Computershare Trust Company, N.A.,
Trustee
P.O. Box 173753
Denver, CO 80217-3753

For express deliveries, please send to:

The IRA Program
c/o Computershare Trust Company, N.A.,
Trustee
717 17th Street, Suite 1700
Denver, CO 80202-3323

Roth IRA Enrollment Form

How To Establish Your IRA

Welcome to Computershare Trust Company's Roth IRA, which provides for investment in the Computershare Investment Plan for Oneok Inc. Common Stock, also called the "IRA Program." Computershare Trust Company, N.A., is Trustee of this Roth IRA. The Enrollment Form, when combined with the Roth IRA Trust Agreement, the Roth IRA Disclosure Statement and the Roth IRA Transfer/Rollover/Conversion Form, if needed, constitute the forms necessary to establish a Roth IRA. When completed, send the Enrollment Form and the Roth IRA Transfer/Rollover/Conversion Form, if needed, to the above address. Please also read through the Roth IRA documents; they can help answer questions you may have, including your eligibility to contribute to a Roth IRA. Please also read the Computershare Investment Plan for Oneok Inc. Common Stock Plan brochure for additional information.

Enrollment Form Instructions

A. Account Owner Information

Please type or print the information requested in Section A of the form.

Roth IRAs may be opened only by an individual; joint ownership of a Roth IRA is not allowed.

B. Opening a Roth IRA

You open a Roth IRA by completing the Enrollment Form and by funding the account with a cash contribution(s), a rollover/conversion, a transfer or a combination of these.

1. Cash Contribution — You may make a Roth IRA contribution for a given taxable year in amounts up to:

- \$4,000 for any taxable year beginning in 2005, 2006 and 2007; and
- \$5,000 for any taxable year beginning in 2008 and later years.

If you are at least age 50 or older by the last day of the taxable year, the annual cash contribution limit is increased as follows:

- \$500 for taxable year beginning in 2005; and
- \$1,000 for any taxable year beginning in 2006 and later years.

(See the Roth IRA Disclosure Statement for further details.)

2. Automatic Investment — You may make contributions to your Roth IRA through an automatic monthly investment from your checking or savings account with a bank or credit union. Mark the box on this Roth IRA Enrollment Form and attach a completed Automatic Investment Form.

3. Roth IRA Transfer — You may transfer cash or Oneok Inc. Common Stock from an existing Roth IRA into this Roth IRA by enclosing a completed Roth IRA Transfer/Rollover/Conversion Form with your Enrollment Form or at any time after your Roth IRA has been established. The Transfer/Rollover/Conversion Form will be sent by us to the trustee/custodian of your current Roth IRA (if applicable). Please allow several weeks for processing the transfer from your existing Roth IRA.

4. Rollover/Conversion — You may roll over cash or Oneok Inc. Common Stock from an existing Roth IRA into this Roth IRA, or you may "convert" such assets from a Traditional IRA into this Roth IRA. (Check only the one box that applies in the first paragraph, and see the Roth IRA Disclosure Statement for additional information concerning rollovers/conversions.) If you are enclosing rollover/conversion cash, check box (a) under Section B.4. If you hold certificated shares of Oneok Inc. Common Stock from an eligible plan that are eligible for rollover or conversion at this time, check box (b) under Section B.4. Please endorse the certificates over to "Computershare Trust Company, N.A., Trustee," sign and **obtain a Medallion Signa-**

ture Guarantee on the certificates, and forward them by registered mail to the address noted on this form. If you have a Traditional IRA Program holding the same Oneok Inc. Common Stock that you would like to convert to this Roth IRA, you must complete an Computershare Trust Company IRA Distribution Form for the Traditional IRA Program; check box (c) under Section B.4. and provide the number of shares you would like to convert, as well as the account number of your Traditional IRA Program.

C. Designation of Beneficiaries

Fill in each item (including the full name, address, birthdate, Social Security number and relationship to you) for your primary and contingent beneficiaries. Also fill in the percentage of your Roth IRA to which each beneficiary would be entitled. The percentages in each category must total 100%. (If you do not designate percentages, beneficiaries will share *pro rata*.) If you die while there is still a balance in your account, your Roth IRA will be distributed to your primary beneficiaries. Generally, if all the primary beneficiaries die before you or before complete distribution of your IRA, your account will be distributed to the contingent beneficiary (unless your spouse beneficiary names his or her own beneficiary of the IRA after your death). Please refer to the Roth IRA Program documents for further details. You may name as many beneficiaries as you wish; use a separate sheet if necessary.

If your spouse is not your primary beneficiary and if the Roth IRA includes or will include property in which your spouse possesses a community property interest, contact Computershare Trust Company for the beneficiary designation form designed for this purpose.

D. Acknowledgments and Signatures

All dividends paid to your Roth IRA will be reinvested in additional shares of Oneok Inc. Common Stock. Please note the current Roth IRA fee schedule. Information concerning the ability to revoke this Roth IRA may be found in the Roth IRA Disclosure Statement.

Please sign and date the Enrollment Form. Keep a copy of the Enrollment Form and these Instructions for your records. Staple the original Enrollment Form to your check(s) for the annual fee and any contribution(s), and the transfer form, if applicable.

April Deadline

Your signed Enrollment Form for the Roth IRA Program must be received at the address on this form on or before your tax-filing deadline (no extensions) to be eligible to receive contributions for that tax year. Your contribution check must be postmarked to us at the address on this form no later than your tax-filing deadline (no extensions).

E. Additional Disclosures

- If you are not a current owner of Oneok Inc. Common Stock, the minimum initial purchase is \$250.
- If you select the automatic investment option, the minimum monthly investment is \$50.
- Automatic Monthly Investments will be drawn from the participant's designated financial institution account on the 15th of each month or the next business day if the 15th is not a business day.
- All optional cash investments must be at least \$50 per payment. The maximum you may invest annually, \$250,000, does not apply to Roth rollover or conversion funds.
- Account access via the Internet is not available for Individual Retirement Accounts.

F. Roth IRA Program Fee Schedule

Annual Maintenance Fee	\$45.00
Partial Termination Fee	\$15.00 <i>(upon partial distribution, rollover or transfer out of account)</i>
Termination Fee	\$75.00 <i>(upon complete distribution, rollover or transfer out of account)</i>
Wire Transfer Fee	\$25.00 <i>(when cash is wired instead of mailed)</i>
Overnight Delivery Fee	\$10.00 <i>(when requested by Account Owner)</i>
Stale Date Check Fee	\$ 5.00
Returned Check Fee	\$20.00

Fees are subject to change upon 30 days' written notice to IRA Account Owners. Annual maintenance fees are not prorated upon plan establishment and are applied to the year in which that plan is opened. See the Oneok Inc. Common Stock for purchase, sales and reinvested dividend fees.

Instructions for IRS Form 5305-R Roth - Individual Retirement Trust Account

General Instructions

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

Purpose of Form

Form 5305 is a model trust account agreement that meets the requirements of section 408A and has been preapproved by the IRS. A Roth individual retirement account ("Roth IRA") is established after the Roth IRA Enrollment Form is fully executed by both the individual ("Grantor") and the Trustee. This Account must be created in the United States for the exclusive benefit of the Grantor and his or her Beneficiaries.

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Grantor's gross income; and distributions after 5 years that are made when the Grantor 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 disclosure the Grantor can get from the Trustee, get **IRS Pub. 590**, Individual Retirement Arrangements (IRAs).

This Roth IRA can be used by a Grantor to hold: (1) IRA Conversion Contributions, amounts rolled over or transferred from another Roth IRA, and regular cash contributions from the Grantor up to the annual limits on contributions; or (2) if designated as a Roth Conversion IRA (by checking the appropriate box on the Enrollment Form), only IRA Conversion Contributions for the same tax year.

To simplify the identification of funds distributed from Roth IRAs, Grantors are encouraged to maintain IRA Conversion Contributions for each tax year in a separate Roth IRA.

Definitions

Roth Conversion IRA. A Roth Conversion IRA is a Roth IRA that accepts only IRA Conversion Contributions made during the same tax year.

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.

Trustee. The Trustee 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 Trustee.

Grantor. The Grantor is the person who establishes the Trust Account.

Specific Instructions

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

Article IX - Article IX and any that follow it may incorporate additional provisions that are agreed to by the Grantor and Trustee to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Trustee, Trustee's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Grantor, etc. Use additional pages if necessary and attach them to this form.

Note: Form 5305-R may be reproduced and reduced in size for adaptation to passbook purposes.

Roth Individual Retirement Trust Account
(Under Section 408A of the Internal Revenue Code (the "Code"))

The Grantor whose name appears on the Roth IRA enrollment form ("Enrollment Form") 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 ("Beneficiaries") after death.

Computershare Trust Company, N.A. has given the Grantor the disclosure statement required under Regulations Section 1.408-6.

The Grantor has assigned the Trust the sum indicated on the Enrollment Form.

The Grantor and the Trustee make the following agreement:

Article I

1. 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 trustee 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.
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

1. The annual contribution limit described in Article I is reduced gradually to \$0 for higher income levels. For a single Grantor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married Grantor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Grantor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Trustee will not accept IRA Conversion Contributions in a tax year if the Grantor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Grantor 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 Grantor and his or her spouse.

Article III

The Grantor's interest in the balance in the Trust Account is non-forfeitable.

Article IV

1. No part of the Trust funds may be invested in life insurance contracts, nor may the assets of the Trust 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 Trust 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 cer-

tain gold, silver, and platinum coins, coins issued under the laws of any state and certain bullion.

Article V

1. If the Grantor dies before his or her entire interest is distributed to him or her and the Grantor'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 Grantor's death, over the designated Beneficiary's remaining life expectancy as determined in the year following the death of the Grantor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Grantor'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 Grantor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Grantor's spouse is the sole Beneficiary on the Grantor's date of death, such spouse will then be treated as the Grantor.

Article VI

1. The Grantor agrees to provide the Trustee with information necessary for the Trustee to prepare any reports required under sections 408(i) and 408A(d)(3)(E), and Regulations sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service.
2. The Trustee agrees to submit reports to the Internal Revenue Service and the Grantor 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, related regulations and other published guidance. Other amendments may be made with the consent of the Grantor and the Trustee.

(Continued on next page.)

Article IX

1. **General:**

- (a) By executing the Enrollment Form, the Grantor i) has established a Roth Individual Retirement Account with Computershare Trust Company, N.A. as Trustee, ii) has enrolled in the Program and iii) has acknowledged receiving a copy of the Program Literature.
- (b) Details of the Program are set forth in the Program Literature, including minimum and maximum amounts eligible to be invested.
- (c) Except as otherwise provided in this Trust agreement, if the Grantor dies before distribution of his entire Trust Account, the rights and responsibilities of the Grantor under this Trust agreement, including all fees and expenses associated with this Trust Account, shall be assumed by the Beneficiary(ies).
- (d) By its acceptance of the Enrollment Form, the Trustee agrees to perform the obligations imposed upon it under the Trust.

2. **Definitions:** The following words and phrases, when used in this agreement, shall have the following meanings, unless a different meaning is required by the context:

- (a) "Account" or "Trust Account" means the account which the Trustee shall maintain for the Grantor under the Trust.
- (b) "Beneficiary" or "Beneficiaries" means the person or persons designated in writing by a Grantor or by the Trust, who is or who may become entitled to receive benefits under the Trust upon the Grantor's death. See section 9.11.
- (c) "Program Literature" means the prospectus or other document which sets forth the terms of the Program.
- (d) "Qualifying Rollover Contribution" means a distribution amount which the Grantor is permitted to roll over to this Roth IRA from another Roth IRA or from a traditional individual retirement arrangement ("Traditional IRA"), but only if such rollover contribution meets the requirements of section 408(d)(3). For purposes of section 408(d)(3)(B), there shall be disregarded any qualifying rollover contribution from an individual retirement plan (other than a Roth IRA) to a Roth IRA.
- (e) "Trust" means the Roth IRA established by the Grantor, subject to acceptance by the Trustee, in the form of this Roth IRA Trust (and all subsequent amendments), including the Enrollment Form under which the Grantor has elected to participate in this Trust and all property of every kind held or acquired by the Trustee under this Trust.

Throughout this Trust agreement the masculine gender shall include the feminine, and the singular shall include the plural, as the context requires.

3. **Investment of Trust:**

- (a) The Trust Account shall be invested only in shares of the Company's common stock. All cash contributions to the Trust Account shall be invested in shares of the Company's common stock, all dividends earned by the Trust Account shall be reinvested in shares of the

Company's common stock, and any such investments of contributions or dividends shall be made as described in the Program Literature, except that the Trustee reserves the right to postpone investing any cash contributed to the Trust Account during the seven day right to revoke period referred to in the Disclosure Statement. Any shares of the Company's common stock which are received by the Trustee in the form of a Qualifying Rollover Contribution or invested by the Trustee in accordance with the previous sentence shall not be sold by the Trustee until the Trustee is directed or otherwise authorized to do so pursuant to the provisions of this Trust agreement. During the Grantor's life, the Trustee shall sell such shares of the Company's common stock held in the Trust Account as the Grantor directs in writing. After the Grantor's death, the Trustee shall sell such shares of the Company's common stock held in the Trust Account as the Beneficiary directs in writing, or if there is more than one such Beneficiary, as a majority of such Beneficiaries direct in writing. If any person who is authorized to direct the sale of shares of the Company's common stock under the provisions of this paragraph is unable to do so because such person is mentally or physically incapacitated or is under a legal disability, the legal representative of such person's estate, the guardian of such person or such person's parent may exercise, on behalf of such person, such person's right to direct such sales. Upon the sale of any shares of the Company's common stock made by the Trustee in accordance with the above provisions, the Trustee shall distribute all of the sale proceeds to the Grantor if the Grantor is then living, or if the Grantor is not then living, to the Grantor's Beneficiaries who are then entitled to receive payments from the Trust Account or if the Trust Account has been divided into separate accounts, to the Grantor's Beneficiaries who are then entitled to receive payments from the separate account from which the sale was made, in the proportions specified in the Grantor's designation of Beneficiaries ("Beneficiary Designation") and this Trust agreement.

- (b) Notwithstanding paragraph 9.3(a), investments in and sales of the Company's common stock shall be made less any applicable fees and at the times described in the Program Literature and cash will be held pending distribution and investment in the Company's common stock.

4. **Trust Account Contributions:**

- (a) The Grantor assumes full responsibility for determining that amounts contributed to this Trust Account do not exceed the allowable contribution limits under law. Qualifying Rollover Contributions may be made in cash or the Company's common stock. All other contributions must be made in cash. The Grantor's Beneficiary may not make any type of contribution to the Trust or have any contribution made on his behalf.
- (b) The Trustee may but shall not be required to accept a Qualifying Rollover Contribution on behalf of the Grantor provided that the Grantor acknowledges in writing, in a form acceptable to the Trustee, that the amounts contributed satisfy the definition of a Qualifying Rollover Contribution.

5. **Grantor's Trust Account:**

The Trustee shall establish and maintain a separate Trust Account in the name of the Grantor and credit the Grantor's contributions to that Trust Account. The balance of his Trust Account shall be subject to the fees and expenses of the Trustee. Neither the Grantor nor a Beneficiary shall assign or alienate any portion of the Grantor's Trust Account or any benefit provided under the Trust agreement, and the Trustee shall not recognize any such assignment or alienation, except to the extent permitted by law.

6. **Distribution of Trust Account:**

A Grantor shall have the right to withdraw all or any part of his Trust Account at any time upon written notice to the Trustee using a form acceptable to the Trustee. The Trustee shall make distributions under the Trust agreement in cash or the Company's common stock, at the then market value as reflected on the records of the Trustee.

7. **Distribution Upon Death:**

- (a) If the Grantor dies prior to complete distribution of his Trust Account, the remainder of the Trust Account shall be distributed according to Articles V and IX of this agreement. If the remainder is to be paid under Section 5.1(a) above, the written election of the Beneficiary must be received by the Trustee no later than December 31 of the year following the date of the Grantor's death, and the Trust Account balance will be distributed in substantially equal installments over the life expectancy of the designated Beneficiary commencing no later than the December 31st of the calendar year immediately following the calendar year in which the Grantor's death occurred. The designated Beneficiary may elect at any time to increase the frequency or the amount of such payments.
- (b) If the Grantor's surviving spouse is the sole designated Beneficiary, after the death of the Grantor, the spouse may elect to treat the Trust Account as the Roth IRA of the surviving spouse. This election will be made upon written notice to the Trustee, using a form acceptable to the Trustee, and may be made at any time after the Grantor's death. In such event, the assets of the deceased Grantor's Trust Account will be moved to a Roth IRA in the name of the surviving spouse, rather than the surviving spouse maintaining an interest in the deceased Grantor's Trust Account as a Beneficiary. Alternatively, this election will be deemed to have been made if the surviving spouse makes a contribution to the Account of the deceased Participant or fails to take minimum required distributions as Beneficiary.
- (c) Notwithstanding Article V or paragraph 9.7(a) above, if the Beneficiary informs the Trustee in writing on a form acceptable to the Trustee that distribution to such Beneficiary has complied with this agreement for each calendar year after the Grantor's death, the Trustee shall comply with the Beneficiary's request to increase the frequency or amount of future payments. The Beneficiary shall be responsible for computing the amount and form of the distribution required to be paid to him each year from the Trust, the date by which the amount should be paid, and for timely providing this information to the Trustee in writing in a form acceptable to the Trustee, and

the Trustee shall have no responsibility with respect to such matters.

- (d) Any Beneficiary who currently is not receiving distributions of the Grantor's Account based on the Beneficiary's life expectancy (so that distribution of the entire Account would be required under the five-year rule set forth in paragraph V.1(b) above) may switch to using the Beneficiary's life expectancy as the distribution period so long as the amounts that would have been distributed to the Beneficiary based on the Beneficiary's life expectancy for all years after the Grantor's death are distributed to the Beneficiary no later than December 31, 2003, or, if earlier, the expiration of the five-year period.

8. **Calculation of Life Expectancy:**

For purposes of the calculation of life expectancy under this paragraph, the Trustee will use the tables specified in Regulations Section 1.401(a)(9)-9.

9. **Transfer of Assets To and From This Trust Account:**

The Trustee is authorized to receive and add to the Trust cash and/or Company common stock in another Roth IRA that is transferred to this Trust Account and which the Grantor has determined is eligible for such transfer. The Grantor may direct the Trustee in writing to transfer all or any portion of the Grantor's Trust Account to another Roth IRA established by or on behalf of the Grantor provided that the trustee of that Roth IRA has provided written acceptance of such assets.

10. **Transfer of Trust Account Because of Divorce:**

Notwithstanding Article III and section 9.5, in the event the Grantor and the Grantor's spouse obtain a separation instrument, a final decree of divorce, or dissolution of their marriage, the Grantor may direct the Trustee in writing to transfer the appropriate portion of the assets in the Grantor's Trust Account to the Grantor's former spouse's Roth IRA, provided the transfer is in accordance with the final decree of divorce or in accordance with a written instrument incident to the divorce, separation, or the dissolution of marriage.

11. **Beneficiary Designation:**

- (a) The Grantor may from time to time designate, in writing, any person or persons (including a trust), contingently or successively, to whom the Trustee shall pay the Grantor's Trust Account on event of the Grantor's death. The Trustee shall prescribe the form for the written designation of the Beneficiary and, upon receipt of the completed form by the Trustee, it shall become effective on that date and shall revoke, in their entirety, all designations filed prior to that date by the Grantor. The Beneficiary designation on record with the Trustee as of the date of distribution shall be considered the effective designation.
- (b) Except as provided in paragraph (c) below, upon the death of the Primary Beneficiary, the Contingent Beneficiary named by the Grantor shall become entitled to any remaining death benefits under this Trust Account regardless of whether the Primary Beneficiary survived the Grantor and regardless of whether death benefit payments had commenced to the Primary Beneficiary. If more than one Beneficiary has been named in either the Primary or Contingent class of Beneficiary, then any

death benefits payable to such class shall be paid pro rata to Beneficiaries within the class unless the Grantor specified otherwise at the time such Beneficiaries were named. Upon the death of one or more designated Beneficiaries within a class, the Beneficiaries of that class living at the time of distribution shall share pro rata any death benefits payable to such class, unless the Grantor specified otherwise.

(c) The right of a Beneficiary to designate his or her own Beneficiary for the Trust Account is limited as follows:

(1) A designated Beneficiary shall not have the right to designate a Beneficiary or Beneficiaries to receive the balance, if any, of the Grantor's Trust Account upon the death of such designated Beneficiary, except in the event the Grantor's sole designated Beneficiary is the Grantor's spouse, as described in paragraph (c)(2) below.

(2) If the Grantor's sole designated Beneficiary is the Grantor's spouse, and the spouse survives the Grantor, the surviving spouse may designate a Beneficiary to whom the Trustee shall pay the surviving spouse's interest upon the death of the surviving spouse. If the surviving spouse who is the sole designated Beneficiary does name a Beneficiary, any Contingent or other Beneficiary named by the deceased Grantor will be disregarded, and any amounts unpaid upon the death of the surviving spouse will be paid to the Beneficiaries named by the surviving spouse. If the surviving spouse who is the sole designated Beneficiary has not named a Beneficiary, any amounts unpaid upon the death of the surviving spouse will be paid to the Grantor's Contingent or other Beneficiary named by the deceased Grantor or as provided under this Roth IRA. However, if the Grantor's spouse is the only Beneficiary (including Contingent or other Beneficiaries) named by the Grantor, and the spouse survives the Grantor, and the surviving spouse dies without naming a Beneficiary, the surviving spouse's Beneficiary shall be deemed to be the spouse of the surviving spouse (if legally married to the surviving spouse on the date of death and if living on the date of distribution), or, if no such spouse, the estate of the surviving spouse.

(3) A deemed Beneficiary under this paragraph 11(c) will not be treated as a "designated Beneficiary" for purposes of determining the minimum required distributions for the Trust Account.

12. No Beneficiary Designation:

If a Grantor fails to designate a Beneficiary in accordance with section 9.11, or if all designated Beneficiaries die before the complete distribution of the Grantor's Trust Account, then upon the date of the death of the last to die of the Grantor and all designated Beneficiaries, the Grantor's Beneficiary for the remainder of the Grantor's Trust Account shall be deemed to be his spouse (if legally married to the Grantor on the date of death of the Grantor and if living on the date of distribution), or, if there is no such spouse, the estate of the last to die of the Grantor and the designated Beneficiaries.

13. Grantor Information and Notices:

(a) The Trustee may assume the truth of any statement made by the Grantor/Beneficiary under the provisions of the Enrollment Form. The Trustee shall be under no duty of inquiry with respect to any statement made by the Grantor/Beneficiary and shall have no liability with respect to any action taken in reliance upon any such statement.

(b) Any notice herein required or permitted to be given to the Trustee shall be deemed, for all purposes of this Trust Account, to have been given on the date received by the Trustee. No notice, instruction, declaration, election, Beneficiary Designation or change of Beneficiary Designation, required or permitted to be made by the Grantor or any Beneficiary herein, shall be effective unless delivered to the Trustee in writing. Notices to the Trustee shall be given to: Computershare Trust Company, N.A., P.O. Box 173753, Denver, CO 80217-3753

(c) Any notice herein required or permitted to be given to the Grantor shall be deemed sufficient if mailed to the Grantor at his or her last known resident address, or at such other address as shall be provided to the Trustee from time to time in writing stating that such other address shall be used for purposes of this Trust agreement.

(d) Provided the Trustee has been notified of the Grantor's death, any notice herein required or permitted to be given to the Grantor may be given to any and all Beneficiaries, including the legal representative of the Grantor's estate. Notice to a Beneficiary shall be sufficient if mailed to the address of the Beneficiary(ies) last provided in writing to the Trustee by the Grantor or by such Beneficiary(ies).

14. Limitations on Liability:

Neither the Trustee nor any service providers to the Trustee shall be liable for the acts or omissions of the Grantor. The Trustee and/or service providers shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Trustee may incur, relating to the sale or exchange of the Company's common stock. Neither the Trustee nor any service providers shall incur any liability by reason of any action taken or not taken by the Grantor resulting from the Trustee transmitting or not transmitting to the Grantor any information of any kind and from wherever derived concerning any investment. The Trustee does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by the former trustee of any IRA which has transferred all or any portion of its assets to the Trustee.

15. Trustee's Powers:

The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

(a) To hold cash, pending investment or distribution, or the Company's common stock in the Trust in the name of the Trustee or its nominee, or in another form as it may deem best, with or without disclosing the trustee relationship;

- (b) To retain any funds or property subject to any dispute without liability for the payment of interest and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication;
- (c) To charge against and pay from the Trust all taxes of any nature levied, assessed, or imposed upon the Trust, and to pay all reasonable expenses and attorney fees which may be necessarily incurred by the Trustee with respect to the foregoing matter;
- (d) To file any tax or information return required of the Trustee, and to pay any tax, interest or penalty associated with any such return;
- (e) To furnish or cause to be furnished to the Grantor an annual calendar year report concerning the status of the Trust Account, including a statement of the assets of the Trust held at the end of the calendar year, which report shall be conclusive on all persons, except as to any act or transaction concerning which the Grantor files with the Trustee written exceptions or objections within 60 days after the receipt of the report statements, or which the law authorizes a longer period within which to object. The approval of any report, act or procedure by the Grantor shall be a full acquittance and discharge to the Trustee with respect to the report, act or procedure;
- (f) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust Account, except that the Trustee shall not be obliged or required to do so unless indemnified to its satisfaction;
- (g) To forward proxy cards to the Grantor, whose shares shall be voted in accordance with the instructions of the Grantor, or as described in the Program Literature; and
- (h) To amend this Trust agreement consistent with the provisions of applicable law. Notwithstanding the provisions of Article VIII, the Grantor irrevocably delegates to the Trustee the power to amend this Trust agreement without any prior consent of the Grantor upon 30 days prior written notice to the Grantor setting forth such amendment. If the Trustee does request the consent of the Grantor to an amendment to this Trust agreement, the Grantor will be deemed to have consented to such amendment unless the Grantor responds in writing within 30 days of the mailing of such request, indicating his refusal to consent.

16. Prohibited Transactions:

Neither the Grantor nor his Beneficiary shall borrow any money from the Trust, nor shall such parties pledge any part of the Trust as security for a loan. Furthermore, neither the Grantor nor the Trustee nor any other party shall engage, either directly or indirectly, in any prohibited transaction within the meaning of Code section 4975 with respect to any portion of the Grantor's Trust Account.

17. Delegation By Trustee:

The Trustee may designate or employ any person or persons, without the prior consent of the Grantor or any other party, to carry out any powers or responsibilities of the Trustee.

18. Fees and Expenses of the Trustee:

The Grantor shall be charged by the Trustee for its services under this Trust Account in accordance with the Trustee's current fee schedule applicable to the Trust Account. The Trustee may substitute a different fee schedule at any time upon not less than 30 days written notice to the Grantor. Further, the Trustee shall be entitled to reimbursement for all reasonable expenses incurred in the administration of the Trust Account, including but not limited to, fees for legal services rendered to the Trustee. The Trustee shall pay all expenses (including any tax, interest or penalty) reasonably incurred by it in its administration of the Trust from the Trust unless the Grantor pays such expenses. The Trustee may establish a reasonable reserve from the assets of the Trust with which to pay its compensation or expenses of administration. The Trustee may deduct its fees and expenses from the cash available in the Grantor's Trust Account; however, fees will continue to accrue and be payable even if the Trust contains no assets. The Grantor shall pay any debit balance or obligation owing to the Trustee on demand. If cash is not available and in the event fees are not paid or expenses reimbursed within 30 days after written notice of the amount due is sent to the Grantor, the Trustee may at its discretion liquidate Trust investments and withdraw any unpaid fees and expenses from the Trust.

19. Termination:

The Grantor shall have the right, at any time, to terminate this Trust. Upon termination, the Grantor shall request the Trustee to distribute the Trust to the Grantor.

20. Resignation or Removal of Trustee:

The Trustee may resign at any time with or without cause upon written notice to the Grantor. Resignation will take effect 30 days after the date the notice is sent, unless a successor trustee is duly appointed before that date. The Trustee may be removed at any time with or without cause by the Grantor on 30 days' written notice to the Trustee. Such effective date may be changed upon written mutual agreement. The Grantor's notice of removal of the Trustee to be effective must include notice of the appointment of a successor trustee and a written acceptance of such appointment by the successor trustee. If, by the effective date of either the Trustee's resignation, removal, or such longer time as the Trustee may agree to, the Grantor has not appointed a successor trustee which has duly accepted such appointment, the Trustee shall terminate the Grantor's Trust Account which shall be effective by distributing all assets in the Grantor's Trust Account in a single sum in cash or in kind to the Grantor, subject to the Trustee's right to reserve funds as provided herein. Upon the resignation or removal of the Trustee or termination, the Trustee shall be entitled to deduct from the Trust such reasonable amount as it deems necessary to provide for expenses in the settlement of its account, the amount of compensation due to it, and any taxes or other sums chargeable against the Trust for which it may be liable. If the Trust is not sufficient for such purposes, the Trustee shall have the right to a settlement of its account, which, at the option of the Trustee, may be by judicial settlement in an action the Trustee institutes in a court of competent jurisdiction; or by a settlement agreement between the Trustee and the Grantor (or Beneficiary or Beneficiaries if the Grantor has died). Upon settlement under this section 9.20, all right, title and interest of the Trustee in the assets of the Trust shall vest in the successor trustee. At that time, all future liability of

the Trustee shall terminate under the Trust; provided, however, the Trustee shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title and interest in the assets of the Trust, to the successor trustee.

21. No Responsibility for Grantor Action:

Neither the Trustee nor its service providers shall have any obligation or responsibility with respect to any act of, or failure to act, on the part of the Grantor or his duly authorized agent, or, if the Grantor is deceased, on the part of the Beneficiary or Beneficiaries or his duly authorized agent. Neither the Trustee nor its service providers is required to determine the correctness of the amount of any Grantor contribution, nor is either required to determine whether a Grantor's rollover contribution satisfies the definition of Qualifying Rollover Contribution. The Trustee or the Grantor or the Beneficiary or Beneficiaries may waive any notice required to be received by it under this Trust agreement.

22. Trust Not Guaranteed:

The Trustee in no way guarantees the Trust from loss or depreciation. The liability of the Trustee to make any payment from the Trust at any time and all times is limited to the then available assets of the Trust.

23. Indemnity of Trustee:

The Grantor, and, upon the death of the Grantor, the Beneficiary, indemnify and hold harmless the Trustee and any service providers from and against any and all loss resulting from liability to which the Trustee and any service providers may be subjected by reason of any act or conduct (except willful misconduct or gross negligence) in its official capacities in the administration of this Trust, including all expenses reasonably incurred in its defense.

24. Successors:

The Trust shall be binding upon all persons entitled to benefits under the Trust, their respective heirs and legal representatives, and upon the Trustee and its successors.

25. Governing Law:

Any provision of this Trust agreement, or of a Grantor's Enrollment Form, shall be wholly invalid if it is inconsistent, in whole or in part, with sections 408(a) and/or 408A and/or the regulations under those sections. This Trust shall be governed by and construed, administered, and enforced according to the laws of the state in which is located the Trustee's principal place of business except to the extent preempted by Federal law. All contributions to the Trust Account shall be deemed to take place in said state.

Roth IRA Disclosure Statement

Your Roth Individual Retirement Account ("Roth IRA") is a Trust Account for the benefit of you (the "Grantor") and, upon your death, your designated beneficiaries ("Beneficiaries"). The trustee is Computershare Trust Company, N.A. (the "Trustee"). The Trustee may retain service providers to assist it in the day-to-day administration of your Roth IRA. This report summarizes the requirements for this Roth Individual Retirement Account. The details under which the Roth IRA is governed are specified by law and covered in the Roth IRA Trust agreement. This Disclosure Statement is intended to provide only a summary of the rules.

Because rules with respect to all individual retirement arrangements ("IRAs") are very complex, and because misunderstanding or disregarding the rules may have serious tax implications, you should consult your own tax advisor if you have questions about the information contained in this Disclosure Statement. Further information can also be obtained from any District Office of the IRS.

A. Revocation of Account:

You may revoke the Roth IRA at any time within seven days after executing the Roth IRA Enrollment Form. Upon revocation, the Trustee will return to you the current fair market value of the amount contributed to the Roth IRA without penalty, service charge, or administrative expense. Cash contributed to a new Roth IRA may have investment delayed until after the seven day revocation period has expired.

To revoke the Roth IRA, you must personally deliver or mail a written notice (letter) of revocation identifying your Roth IRA account number to the Trustee postmarked within seven days of executing the Roth IRA Enrollment Form. Mail the notice by first class mail to Roth IRA Program c/o Computershare Trust Company, N.A. Trustee, P.O. Box 173753, Denver CO 80217-3753.

B. Statutory Requirements:

To qualify for and maintain its preferred tax status, a Roth IRA must satisfy certain requirements of the Internal Revenue Code. The Roth IRA Trust agreement incorporates those requirements. In brief, the Internal Revenue Code requires the Roth IRA be governed by a written instrument; the Trustee, except in the case of a rollover contribution consisting of the Company's common stock and/or cash, may accept only cash contributions; with certain limited exceptions, only a bank or trust company may act as Trustee of the Roth IRA; no investment may be made in life insurance contracts; your interest in the Roth IRA must be nonforfeitable at all times; with certain exceptions, your Roth IRA may not be commingled with other property; and distribution of your interest in the Roth IRA must be made under specific guidelines.

C. IRA for the Company's Program (the "IRA Program"):

By executing the Roth IRA enrollment form (the "Enrollment Form"), you have established a Roth IRA with Computershare Trust Company, N.A. as Trustee, you have enrolled in a Roth IRA which invests solely in the Company's common stock, and you have acknowledged receiving a copy of the Program's governing document ("Program Literature") which describes the Company's Program.

D. Investments:

All contributions to your Roth IRA will be invested exclusively in the Company's common stock. All dividends payable on the Company's common stock held in your Roth IRA will also be invested exclusively in the Company's common stock. All such investments will be made as described in the Program Literature, except that the Trustee reserves the right to postpone investing any cash contributed to your Roth IRA during the seven day right to revoke period referred to above (see "REVOCATION OF ACCOUNT") until the first investment occurs after such revocation period has elapsed. The Trustee will sell any shares of the Company's common stock held in your Roth IRA if you instruct the Trustee to do so in writing. However, the proceeds of any stock which is sold by the Trustee will be immediately distributed from the Roth IRA to you in the form of a check and taxed as an ordinary Roth IRA distribution, unless the proceeds are properly rolled over or transferred directly to another Roth IRA. The Trustee has the right to automatically terminate your Roth IRA if less than one share of the Company's common stock is held in the account. After your death, the Trustee will sell any shares of the Company's common stock held in your Roth IRA if instructed in writing to do so by the Beneficiary (or a majority of the Beneficiaries if there is more than one). Since a Beneficiary of your Roth IRA (other than your spouse) would not be able to take a distribution and roll over funds from your Roth IRA to a Roth IRA of his or her own, such an individual would be required after your death to either (a) permit the entire Roth IRA to remain invested in the Company's common stock or (b) direct that all or part of the stock be sold, in which case the sales proceeds would be immediately distributed from the Roth IRA to the Beneficiary and taxed accordingly.

E. Regular Contributions:

1. Eligibility: If you have adjusted gross income ("AGI") below the applicable limit (see section E(6) below), you are eligible to make a contribution to a Roth IRA. Roth IRA contributions can be made regardless of whether you, or your spouse in a married couple, is an active participant in an employer-sponsored retirement plan. The rules applicable to a Roth IRA are different from those applicable to Traditional IRAs, SEP (Simplified Employee Pension) IRAs, SIMPLE IRAs, or Education IRAs. Unlike a Traditional IRA, you can make contributions to your Roth IRA for the year you reach age 70½, or any later year. In this Disclosure Statement, Traditional IRA means an IRA to which an eligible Participant may make deductible and/or nondeductible contributions.
2. Time of Contribution/Establishing of IRA: In order to make a Roth IRA contribution for a particular taxable year, you must send your contribution in cash addressed to the Roth IRA Program c/o Computershare Trust Company, Trustee, postmarked not later than your tax filing date (without extensions) for that year. You may establish a new Roth IRA for a particular taxable year by signing an Enrollment Form and returning it to the Roth IRA Program c/o Computershare Trust Company, Trustee, so that it is received on or before the due date of your tax return for that taxable year, excluding extensions.
3. General Roth IRA Contribution Limitations: This section describes general rules applicable to Roth IRA contributions. Specific rules and limits for the Program may also apply. Please see the Program Literature for more information. A contribution to the Roth IRA is not deductible for Federal income

tax purposes. (However, earnings that accumulate in the Trust Account on Roth IRA contributions are tax-free when distributed if they are paid out as part of qualified distribution (see section I(2) below).)

For taxable years beginning in 2002 through 2004, an eligible Participant may make a regular annual contribution to a Roth IRA equal to the lesser of \$3,000 or 100% of compensation (see section 6 below for further details). For taxable years beginning in 2005 through 2007, the amount is the lesser of \$4,000 or 100% of compensation, and in 2008, the amount is the lesser of \$5,000 or 100% of compensation. In taxable years after 2008, the \$5,000 contribution limit will be adjusted for cost-of-living as explained below in Section 5, however, in no case may the contribution exceed 100% of compensation. The applicable contribution limit is the total that can be contributed among all the Participant's Roth IRAs and Traditional IRAs. If regular contributions are made to both Roth IRAs and Traditional IRAs for a taxable year, the maximum regular contribution that can be made to all a Participant's Roth IRAs for that taxable year is reduced by the regular contributions made to the Traditional IRAs for the same taxable year. A rollover or conversion contribution to the Roth IRA does not apply toward the applicable regular annual contribution limit.

In the case of a married couple filing a joint return, for taxable years beginning in 2002 through 2004, the maximum annual Roth contribution is the lesser of 100% of the combined compensation of both spouses or \$6,000 (see section 6 below for further details). Up to \$3,000 may be contributed to each spouse's Roth IRA, even if one spouse has little or no taxable compensation. In taxable years beginning in 2005 through 2007, the amount is the lesser of \$4,000 or 100% of compensation, and in 2008, the amount is the lesser of \$5,000 or 100% of compensation. In taxable years after 2008, the \$5,000 contribution limit will be adjusted for cost-of-living as explained below in section 5, however, in no case may the contribution exceed 100% of compensation. A separate Roth IRA must be established for each spouse and neither Roth IRA may receive more than the applicable regular annual contribution limit.

If the individual or a married couple has modified adjusted gross income (MAGI) below the Threshold Level (see section E(6) below), a full Roth IRA contribution may be made.

If, however, the individual or the couple has combined MAGI above the Threshold Level (see below), the amount of contribution to a Roth IRA is phased down and eventually eliminated. If the full "permitted maximum contribution amount" cannot or is not made to a Roth IRA, the individual may be eligible to make the balance of the contribution to a Traditional IRA. You should consult your tax advisor on this point, if applicable.

4. Catch-Up Contributions: For taxable years beginning in 2002 through 2005, an eligible Participant, who has turned age 50 before the close of the taxable year, may contribute an additional \$500 to an IRA. For taxable years beginning in 2006 and thereafter, the amount is increased to \$1,000.

5. Cost of Living Adjustments: For taxable years beginning after 2008, the \$5,000 contribution limit will be increased by a dollar amount equal to the cost-of-living adjustment (determined under Internal Revenue Code Section 1(f)(3) for the calendar year in which the taxable year begins) multiplied by the \$5,000 contribution limit and rounded down to the next lowest multiple of \$500.

6. Adjusted Gross Income (AGI) and Modified Adjusted Gross Income (MAGI): The IRS Form 1040 shows how to calculate adjusted gross income ("AGI"). IRS Form 8606 gives instructions for calculating modified adjusted gross income ("MAGI") for Roth IRA purposes. MAGI does not include any amount included in AGI as a result of a rollover from a Traditional IRA to a Roth IRA (a "conversion"). MAGI is used for purposes of the phase-out rules described in this Section and for purposes of the MAGI limitation applicable to conversions.

An unmarried individual is eligible to make the full Roth IRA contribution until his AGI reaches \$95,000 (that is his "Threshold Level"). Once at or over the Threshold Level, the contribution is phased out over the next \$15,000 of AGI so that when AGI reaches \$110,000, no Roth IRA contribution can be made.

A married individual filing a joint tax return can make the full Roth IRA contribution until combined AGI reaches \$150,000 (the couple's "Threshold Level"). Once at or over the Threshold Level, the contribution is phased out over the next \$10,000 of AGI until completely eliminated at \$160,000. A married individual who files a separate tax return has a Threshold Level of \$0 and the eligibility to make a Roth IRA contribution is phased out until AGI reaches \$10,000, when it is eliminated completely.

To calculate what portion of the maximum "permitted" Roth IRA contribution will be permitted when AGI is over the Threshold Level, use the formula below.

Excess MAGI equals MAGI minus applicable Threshold Level (\$95,000 or \$150,000 or \$0 – see above).

An unmarried individual can calculate his Roth IRA contribution as follows:

$$\frac{\$15,000 - \text{Excess MAGI}}{\$15,000} \times \$3,000 = \text{Contribution Limit}$$

A married couple (including those who file separately) can calculate each individual's Roth IRA contribution as follows:

$$\frac{\$10,000 - \text{Excess MAGI}}{\$10,000} \times \$3,000 = \text{Contribution Limit}$$

For both formulas, round the result down to the next lowest \$10 level (the next lowest number which ends in zero). For example, if the result is \$2,524, round it down to \$2,520. If the final result is below \$200 but above zero, the contribution limit is \$200. The contribution limit cannot, in any event, exceed 100% of compensation.

Example 1: Ms. Smith, a single person, has a MAGI of \$107,619. She calculates her Roth IRA contribution as follows:

- Her MAGI is \$107,619
- Her Threshold Level is \$95,000
- Her Excess MAGI is (MAGI – Threshold Level) or (\$107,619 - \$95,000) = \$12,619

So, her Roth IRA contribution limit for the year is \$470:

$$\frac{\$15,000 - \$12,619}{\$15,000} \times \$3,000 = \$470$$

Example 2: Mr. and Mrs. Young file a joint tax return. Each spouse earns more than \$3,000. They have a combined MAGI of \$152,255. They may each contribute to a Roth IRA and will calculate their contributions to each Roth IRA as follows:

- Their MAGI is \$152,255
- Their Threshold Level is \$150,000
- Their Excess MAGI is (MAGI – Threshold Level) or (\$152,255 - \$150,000) = \$2,255

So, the Roth IRA contribution limit for the year for each spouse is \$2,320:

$$\frac{\$10,000 - \$2,255}{\$10,000} \times \$3,000 = \$2,320$$

Example 3: Mr. Green is married but files a separate tax return. He has a MAGI of \$8,700.

- His MAGI is \$8,700
- His Threshold Level is \$0
- His Excess MAGI is (MAGI – Threshold Level) or (\$8,700 - \$0) = \$8,700

So, his Roth IRA contribution limit is \$390:

$$\frac{\$10,000 - \$8,700}{\$10,000} \times \$3,000 = \$390$$

If the full \$3,000 contribution cannot or is not made to a Roth IRA, an individual may be eligible to make the contribution to a Traditional IRA. A tax advisor should be consulted on this point, if applicable.

F. Conversion Contributions and Rollover Contributions; Recharacterization of Contributions

1. Conversion Contributions: You may contribute all or part of a distribution from a Traditional IRA (or a distribution from a SEP IRA or a SIMPLE IRA) to a Roth IRA (this is called a "conversion contribution") by means of a rollover within 60 days or by means of a trustee-to-trustee transfer, provided the amount otherwise meets the requirements for rollover under Section 408(d)(3), except that the one-rollover-per-year limitation does not apply to conversion contributions. You must make the rollover contribution to the Roth IRA within 60 days of your receipt of the distribution from the Traditional IRA. Assets held in a SIMPLE IRA may be converted to a Roth IRA only after the expiration of the two-year period described in Section 72(t)(6) which begins on the date you first participated in a SIMPLE IRA plan maintained by your employer. Roth IRAs may not receive conversion contributions or rollovers from qualified retirement plans.
2. Eligibility: You are not permitted to make a conversion contribution if your MAGI is over \$100,000 in the year in which the funds are distributed from the Traditional IRA, or if you are married and you and your spouse file separate returns (unless you and your spouse lived apart during the entire taxable year). If you have reached age 70½, you must satisfy the minimum distribution requirements with respect to your Traditional IRA before making a conversion contribution for the taxable year in which such minimum distribution is required to be made. For taxable years beginning before January 1, 2005, you are required to include the amount of your minimum

required distribution when determining if your MAGI is \$100,000 or less. However, if the rollover is from another Roth IRA, these rules do not apply.

3. Contribution Limitation: There may be certain limitations on the amount of a rollover contribution you may make to this Roth IRA. Please refer to the Program Literature for more details.
4. Taxation of Conversion Contributions: Unlike other retirement plan rollovers, when a rollover or conversion contribution is made to a Roth IRA from a Traditional IRA, any conversion contribution that would be taxable to you if it had not been rolled over will be taxable to you in the year of the distribution or transfer. For example, if you have a Traditional IRA consisting of deductible contributions and earnings thereon and you roll it over to a Roth IRA, the total amount in the Traditional IRA will be taxable to you in the year of the Traditional IRA is distributed to you. The early withdrawal penalty tax generally does not apply to conversion contributions.
5. Rollover From an Existing Roth IRA to Another Roth IRA: You may roll over all or any portion of the balance from one Roth IRA to another Roth IRA once every 12-month period. You must make a rollover contribution of the property (including cash) to the Roth IRA within 60 days of your receipt of the property and cash, if any, from another Roth IRA within 60 days. This rollover provision permits you to change periodically the sponsor of your Roth IRA without adverse Federal income tax; that is, the amount rolled over is not includible in gross income at the time of the rollover. Tax-free transfers may be made between Roth IRA trustees more frequently. However, the transfer or rollover of part or all of this Roth IRA to another Roth IRA may terminate your participation in the Program.
6. Contributions Generally: Only cash and the Company's common stock are allowed to be rolled over, or transferred in a trustee-to-trustee transfer, to this Roth IRA. Any property (other than cash) you contribute to the Roth IRA must be the same property you received in the distribution. [Please note that separate Trust Account balances, e.g., the funds in a Roth Conversion IRA and a regular Roth IRA, cannot be commingled for investment purposes.]
7. Trustee's Acceptance of the Rollover or Conversion Contributions: Before making a rollover or conversion contribution to this Roth IRA, you should consult your tax advisor not only with respect to the technical requirements of such rollovers or conversions but also with respect to the economics of the rollover or conversion. Failed conversions or rollovers can have significant adverse tax consequences. The Trustee emphasizes that it assumes no responsibility to determine whether any contribution to the Roth IRA satisfies the definition of Qualifying Rollover Contribution requirements applicable to a conversion or rollover contribution.
8. Recharacterizations of Contributions: If you make a contribution to an IRA (either a Traditional IRA or a Roth IRA), you may elect to transfer ("recharacterize"), by means of a trustee-to-trustee transfer, all or any portion of such contribution to a second IRA of a different type (either a Traditional IRA or a Roth IRA, as applicable). For example, you may wish to make a recharacterization of a Roth to a Traditional IRA if you realize, after making a contribution to the Roth IRA, that you were not eligible to make such a contribution because you had AGI dur-

ing that year in excess of the limits described previously. However, you can also recharacterize for any other reason. You can make an election to recharacterize by notifying, on or before the date of the transfer, both the trustee of the first IRA and the trustee of the second IRA and providing both trustees with the information they require to accomplish a recharacterization.

Such a recharacterization (including both the election and the trustee-to-trustee transfer) must be accomplished on or before your tax return due date (generally April 15), including extensions, with respect to the taxable year for which the contribution to the first IRA relates. A conversion that is accomplished through a rollover of a distribution from a Traditional IRA in a taxable year that, 60 days after the distribution, is contributed to a Roth IRA in the next taxable year is treated as a contribution for the earlier taxable year.

Any net income attributable to a recharacterized contribution must be transferred to the second IRA. The amount that has been recharacterized is treated as having been originally contributed to your second IRA on the same date, and for the same taxable year, that the amount was initially contributed to your first IRA. If an amount is contributed to the first IRA in a tax-free transfer, such amount generally may not be recharacterized.

If you convert an amount from a Traditional IRA to a Roth IRA and later recharacterize such amount back to a Traditional IRA, you generally may not reconvert that amount to a Roth IRA before the beginning of the taxable year following the taxable year in which the amount was converted to a Roth IRA (or, if later, the end of the 30-day period beginning on the day on which you transferred the amount from the Roth IRA back to a Traditional IRA).

G. Tax Status of Account/Reporting:

1. **Approved Form:** Articles I through VIII of this agreement used to establish this Roth IRA has been approved as to form by the Internal Revenue Service. You should not consider the Internal Revenue Service approval as a determination by the Internal Revenue Service of the merits of this Roth Individual Retirement Account or its investments.
2. **Account Tax Exempt/Required Report:** Under a Roth IRA plan approved as to form, your IRA is tax-exempt. Accordingly, unless your Roth IRA loses its tax-exempt status, the earnings within the Roth IRA accumulate without reduction for Federal income tax. Other parts of this Disclosure Statement explain the income tax consequences of distributions from the Roth IRA to you or your Beneficiary. Taxable portions of distributions from the Roth IRA are reported on your Federal tax Form 1040 or 1040A. Any special Roth IRA penalty tax must be reported on Form 5329 as an attachment to Form 1040 or 1040A for the taxable year of the penalty. Special Roth IRA penalty taxes which require the filing of Form 5329 include the excise tax on excess contributions and the penalty tax for taking certain withdrawals that are not Qualified Distributions (see section I.(2)).

You may also need to file Form 8606 to report nondeductible Roth IRA contributions, to calculate the amount includible in gross income due to conversions or distributions, or to report any recharacterizations.

3. **State Income Tax:** Though a Roth IRA is exempt from Federal income tax, you should consult with your tax advisor regarding proper reporting of Roth IRA earnings and contributions for

state income tax purposes.

H. Operation and Special Limitations on the Roth IRA:

1. **Excess Contribution:** In the event you make an excess contribution during a taxable year (i.e., a contribution which exceeds the allowable contribution limitations or a contribution which does not satisfy the requirements for rollover/conversion contributions), the Trustee will refund the excess upon request.

As with a Traditional IRA, to avoid a penalty tax, you must receive the refund by the date (including extensions) prescribed by law for filing your income tax return for the taxable year of the excess contribution and you must receive with the refund the net earnings attributable to the excess contribution. The amount of the excess contribution withdrawn will not be considered to be a premature distribution and will not be taxed as ordinary income. However, you must report the net earnings withdrawn as ordinary income in the taxable year for which you made the excess contribution and such earnings may be subject to the 10% penalty tax for early withdrawals.

If the return of excess contributions from the Roth IRA is made after the due date (including extensions) for filing your income tax return for the taxable year of the excess contribution, like the Traditional IRA a penalty tax will apply.

2. **Penalty Tax-Excess Contribution:** Any excess contribution not returned to the individual by the date (including extensions) prescribed by law for filing the individual's income tax return for the year of the excess contribution is subject to a nondeductible 6% excise tax for that taxable year. The law continues to impose this penalty tax for each subsequent taxable year the excess funds remain in the Roth IRA or are not utilized as an allowable contribution for a taxable year subsequent to the taxable year of the excess contribution. The individual may utilize an excess contribution as a contribution in a subsequent year by undercontributing in the subsequent year. However, underutilizing the contribution limitations in the subsequent year will not eliminate the excise tax for any preceding taxable year. Accordingly, an individual should timely request from the Trustee a return of an excess contribution to avoid the imposition of the excise tax for the year of the excess contribution.
3. **Prohibited Transactions:** To ensure the proper use of the funds deposited in a Roth IRA, neither the Trustee nor any other party may engage directly or indirectly in a prohibited transaction as defined in IRS Code Section 4975, with respect to your Roth IRA. If a prohibited transaction affecting your Roth IRA occurs, the Roth IRA may lose its tax-exempt status and if so, your account balance will be treated as if distributed to you as of the first day of the year in which the prohibited transaction occurs, and you may be subject to an additional penalty tax.

You may not utilize the Roth IRA for any purposes other than retirement benefits. The use of the Roth IRA as security for a loan will result in a deemed distribution of the Roth IRA to the extent of the portion used as security.

This deemed distribution may subject you to current income taxation (on the taxable portion) and any applicable penalties on the portion of the Roth IRA deemed distributed.
4. **Nonforfeitable Interest:** Your interest in your Roth IRA is nonforfeitable.

I. Distribution of the Trust Account:

1. Taxation of Distributions: When funds are distributed from a Roth IRA, they are not entirely tax-free unless distributed as a "qualified distribution" (see section I(2) below), or as a return of your contributions. One of the rules for a qualified distribution is that the funds must be held in the Roth IRA for at least 5 years after the initial contribution tax year.

2. Qualified Distribution Definition: A "qualified distribution" from a Roth IRA is not includible in your gross income and is not subject to the 10% early withdrawal tax or any other penalty. The term "qualified distribution" has a two-part meaning:

First, it means (a) any distribution made on or after the date on which you attain age 59½, or (b) any distribution made to a beneficiary (or to your estate) on or after your death, or (c) any distribution made after you have become disabled (as defined below), or (d) a distribution made for a first time home purchase when it meets the requirements of IRS Code Section 72(t)(2)(F). For purposes of (c) above, the law considers an individual disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long continued and indefinite duration.

Second, a payment from the Roth IRA is not considered a qualified distribution if the payment is made before the "exclusion date" even if it meets the first part of the definition. The exclusion date for a Roth IRA is the January 1st which follows the end of the 5-taxable year period which began with the first taxable year for which the first regular contribution was made or in which a conversion contribution is made, whichever is earlier, to the Roth IRA for which you are the grantor. So, in general, the 5-year holding period starts counting on January 1, 1998, if you make a 1998 contribution (even if you make this contribution on or before April 15th 1999) and continues through December 31, 2002, during which time you may not take a "qualified distribution" of your Trust Account, even if you meet one of the requirements in the previous paragraph. If, however, you make a 1998 contribution and continue to contribute thereafter, you can take a qualified distribution of all or any portion of the entire Trust Account balance and also the entire balance of any other IRA for which you are the grantor on or after January 1, 2003 if you meet one of the requirements in the preceding paragraph. The Grantor uses only one 5-taxable-year period to determine a qualified distribution for all Roth IRAs the Grantor owns.

3. Qualified vs. Nonqualified Distributions: If distributions do not meet the requirements for qualified distributions, they will be includible in your income to the extent of any earnings on your contributions and may be subject to the 10% early withdrawal penalty.

More specifically, a distribution that is not a qualified distribution and is neither contributed to another Roth IRA in a qualified rollover contribution nor constitutes a corrective distribution (made before the tax return filing date for the applicable tax year) is includible in your gross income to the extent that the amount of the distribution, added to the amount of all prior distributions from your Roth IRAs (whether or not they were qualified distributions) and reduced by the amount of those prior distributions previously includible in gross income, exceeds your contributions to all your Roth IRAs. For this purpose, any amount distributed as a corrective distribution prior to the tax return deadline referred to above is treated as if it

was never contributed. Distributions are treated as being made first from aggregate annual Roth IRA contributions and if aggregate distributions exceed aggregate annual contributions, then from conversion contributions on a first in, first out basis and finally, from earnings. To the extent a distribution is treated as being made from a particular conversion contribution, it is treated as made first from that portion, if any, that was includible in gross income as a result of the conversion.

Please consult your professional tax advisor and see IRS Publication 590 for details of these complex distribution rules. You may also contact Computershare Trust Company, N.A. to request assistance in this matter.

4. Withdrawal of Funds/Premature Distribution: Without penalty, you may withdraw funds from the Roth IRA in a qualified distribution, as described above. If you withdraw any funds in a nonqualified distribution, you must include any portion of the withdrawal attributable to earnings in income and may be required to pay an early withdrawal penalty tax of 10% on this amount. The current income taxation and 10% early withdrawal penalty tax, if applicable, apply on any withdrawn earnings unless you roll over the funds (other than an excess contribution) to another Roth IRA.

The 10% early withdrawal penalty tax does not apply to a distribution that:

1. is made on or after the date you attain age 59½;
2. is made on account of your death or disability, as defined in Code Section 72(m)(7);
3. is part of a series of substantially equal periodic payments made not less frequently than annually over your life or life expectancy, or the joint life expectancies of you and your Beneficiary;
4. is made to cover qualified medical expenses in excess of 7.5% of your AGI;
5. is made to cover qualified health insurance premiums of certain unemployed individuals;
6. is used to acquire a first-time principal residence for you, your spouse, or you (or your spouse's) children, grandchildren or ancestors (subject to a \$10,000 lifetime limit from all your IRAs);
7. is used to pay qualified higher education expenses for you, your spouse, your children, your grandchildren (or your spouse's children or grandchildren); or
8. occurs after December 31, 1999 and is made on account of certain IRS levies.

If any amount of a conversion contribution is distributed from the Roth IRA in a nonqualified distribution prior to the end of the 5-taxable-year period beginning with the first day of the tax year in which your conversion contribution was made, the 10% early withdrawal penalty tax will be applied to the portion of the distribution that can be attributed to the conversion amount.

5. Distribution Method: You may receive the funds in your Trust Account by indicating your choices for withdrawal (e.g. single sum payment, installments, etc.) on a form acceptable to the Trustee.

6. **Minimum Distribution:** The lifetime minimum distribution rules applicable to the Grantor of a Traditional IRA do not apply to the Grantor of a Roth IRA.
7. **Distributions Upon Death:** Generally, by December 31 following the year in which the Participant dies, distributions to the designated Beneficiary (if an individual) must have begun. Generally, the required minimum distribution amount for a Beneficiary will be determined by dividing the Beneficiary's interest in the Roth IRA as of the end of the preceding year by the appropriate number in the Single Life Table found in the IRS Treasury Regulations corresponding to the Beneficiary's age in the year after the year of the Grantor's death and reduced by one for each subsequent calendar year. If distributions to an individual Beneficiary have not begun by December 31 following the year in which the Grantor died, the entire account must then be distributed by December 31 of the year containing the fifth anniversary of the Grantor's death.

However, if the Grantor's sole designated Beneficiary is the Grantor's surviving spouse, distributions to the surviving spouse must begin by the end of the calendar year following the calendar year of the Grantor's death (or by the end of the calendar year in which the Grantor would have attained age 70½, if later). Distributions will be made over such spouse's life or the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Grantor's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin).

A special transition rule permits a Beneficiary who did not start receiving distributions as required above to switch to using the Beneficiary's life expectancy as the distribution period if the amounts that would have been distributed to the Beneficiary based on the Beneficiary's life expectancy for all years after the Grantor's death are distributed to the Beneficiary no later than December 31, 2003, or, if earlier, the expiration of the five-year period.

If your Beneficiary does not start taking distributions in accordance with the above, your Beneficiary may be subject to a penalty tax of 50% on the difference between the minimum required distribution for the taxable year and the amount actually received during such year.

Note that the 5-taxable-year-period in force for determining a qualified distribution from the Grantor's Roth IRA, also applies to beneficiary distributions; this 5-taxable-year-period does not restart or change upon death of the Grantor. However, the 5-taxable-year-period for a Roth IRA held by an individual as a Beneficiary of a deceased Roth IRA Grantor is determined independently of the 5-taxable-year-period for the beneficiary's own Roth IRA(s).

Under this Plan, a surviving spouse may elect to treat the account as his or her own Roth IRA only if that election is made in writing to the Trustee. If the surviving spouse does not elect to treat the account as his or her own, such surviving spouse may not make regular or rollover contributions to the account, and there will be no deemed election to treat the account as his or her own by the failure of the spouse to take any required minimum distributions from the account.

Alternatively, a surviving spouse Beneficiary may take distribution of the Roth IRA account and, if eligible, roll it over into his or her own Roth IRA.

J. **Federal Gift Tax/Estate Tax:**

Your designation of a Beneficiary for your Roth IRA does not constitute a gift for Federal gift tax purposes. Please consult your own professional tax advisor with respect to the Federal estate tax treatment with respect to Roth IRAs.

K. **Divorce or Legal Separation:**

If all or a portion of your Roth IRA is awarded to your current or former spouse due to divorce or legal separation, the recipient spouse may transfer such amount or portion to a Roth IRA in his or her name. Please contact Computershare Trust Company, N.A. for details as to how this is accomplished, or if this applies to you.

L. **Tax Withholding:**

Federal income tax generally will be withheld from distributions you receive from a Roth IRA, unless you elect otherwise. Distributions from a Traditional IRA that you intend to convert to a Roth IRA also generally are subject to federal income tax withholding, unless you elect otherwise. Please consult your professional tax advisor with respect to special rules that apply to certain Roth IRA distributions that are delivered outside of the United States.

M. **Tax Advice:**

This Roth IRA Disclosure Statement is only a summary of the complicated rules applicable to your Roth IRA. It is not intended as a detailed discussion of all the legal rules and their exceptions, nor is it intended as tax advice specific to your situation. Because of the complexity of these rules, you are urged to consult your own professional tax advisor as to the tax consequences of taking any specific action in connection with your Roth IRA. In addition, you may obtain additional information regarding Roth IRAs from any District Office of the Internal Revenue Service. See in particular IRS Publication 590.

N. **Administrative Expense:**

The Roth IRA Trust agreement provides that the Trustee will receive reasonable annual compensation for the administration of your Roth IRA. The Trustee's fee schedule is printed on or with the Roth IRA Enrollment Form and is available upon request. The Trustee may change its fee schedule upon 30 days' written notice to you or, after your death, your Beneficiaries.

The Trustee may sell as many shares of the Company's common stock held in your Roth IRA as is necessary to permit the Trustee to pay such fees as well as all other reasonable costs, charges, taxes, and expenses incurred by the Trustee. You will be required to pay certain fees in connection with the purchase and sale of shares of Common Stock under the Roth IRA Program as outlined in the Program Literature and the Roth IRA Enrollment Form. These fees apply to all purchases and sales whether directed by you or your Beneficiary or by the Trustee as indicated above.

O. **Investment of the Roth IRA and Financial Disclosure:**

Because investments by your Roth IRA are restricted to the Company's common stock as stated in Section 9.3 of the Roth IRA Trust Agreement, the value of your Roth IRA can neither be guaranteed nor projected. As is the case of any investment in common stock the value may increase or decrease.

The Computershare Investment Plan for Oneok Inc. Common Stock Roth IRA Enrollment Form

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: When you open an account we will ask for your name, residential address, taxpayer identification number, date of birth and other information that will allow us to identify you. For non-US holders, we will ask for a government issued identifier, such as a passport.

A. Account Owner Information

Please print all items except signatures.

Your Full Name

Birthdate

Social Security #

Telephone - Day ()

Telephone - Evening ()

Mailing Address

City/State/Zip

Residence Address (if different from above. No P.O. Box addresses)

City/State/Zip

Rollover/Conversion Statement

I certify that any rollover or conversion contribution I deposit meets the requirements for a Qualifying Rollover Contribution as defined in the Roth IRA Trust Agreement, including the requirement that deposit of such contribution is being made within 60 days after my receipt of the eligible distribution.

I understand the consequences of such rollover or conversion contribution and the implications that this rollover or conversion contribution may have on the five-year exclusion period for taking distributions from my Roth IRA.

B. Opening a Roth IRA

I hereby establish a Roth IRA with Computershare Trust Company, N.A., as Trustee. (Check all boxes that apply and provide the requested information.)

- 1. Enclosed is a check or money order payable to "Computershare Trust Company" as an initial cash contribution to this Roth IRA.
 - For tax year _____ \$ _____
 - For tax year _____ \$ _____
 - IRA Annual Administration fee \$ _____

- 2. I authorize regular contributions in the form of automatic monthly investments to this Roth IRA. Enclosed is a completed IRA Automatic Investment Form. I acknowledge that I have read the Automatic Investment Form.

- 3. I am transferring assets from an existing Roth IRA. Enclosed is a completed Transfer/Rollover/Conversion Form.

- 4. I am (check only one box):
 - rolling over assets from a Roth IRA or
 - converting Traditional IRA assets into this Roth IRA.

I certify that these assets meet the requirements for a Qualifying Rollover Contribution as defined in the Roth IRA Trust Agreement, and that I am eligible to make this contribution.

- (a) Enclosed is a check for rollover/conversion funds payable to "Computershare Trust Company."
- (b) Enclosed are _____ shares of Oneok Inc. Common Stock. (Please ensure that your certificate is Medallion signature guaranteed and properly endorsed.)
- (c) Convert _____ shares of Oneok Inc. Common Stock from my Traditional IRA Program Account # _____. (Fill in the number of shares or "all," your Traditional IRA Program account number and complete the Computershare Trust Company IRA Distribution Form.)

C. Designation of Beneficiaries

I designate the following persons as primary and contingent Beneficiaries to receive my interest in this Roth IRA according to the terms of the Roth IRA Trust agreement, hereby revoking any such prior designations made by me. (Attach additional sheets if necessary.)

Primary Beneficiary(ies)

1. Full Name _____

Address _____

Birthdate _____

Social Security # _____

Relationship _____

Percentage _____ %

2. Full Name _____

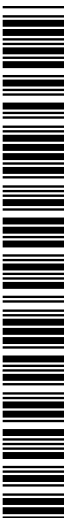
Address _____

Birthdate _____

Social Security # _____

Relationship _____

Percentage _____ % (Percentages must total 100%.)



The Computershare Investment Plan for Oneok Inc. Common Stock
Roth IRA Enrollment Form Instructions (continued)

Contingent Beneficiary(ies)

(In the event all Primary Beneficiaries die prior to complete distribution of your Roth IRA. Please see Article 9.11 of the Roth IRA Trust Agreement for more details.)

1. Full Name _____
Address _____
Birthdate _____
Social Security # _____
Relationship _____
Percentage _____%

2. Full Name _____
Address _____
Birthdate _____
Social Security # _____
Relationship _____
Percentage _____% (Percentages must total 100%.)

(To be completed by the Trustee.)

Computershare Trust Company, N.A., hereby accepts appointment as Trustee of this Roth IRA.

Computershare Trust Company, N.A.

By: _____
Date _____
Account # _____

Return your completed form to:

The IRA Program
c/o Computershare Trust Company, N.A., Trustee
P.O. Box 173753
Denver, CO 80217-3753

For express deliveries, please send to:

The IRA Program
c/o Computershare Trust Company, N.A., Trustee
717 17th Street, Suite 1700
Denver, CO 80202-3323

D. Acknowledgments and Signatures

I, the undersigned, designate Computershare Trust Company, N.A., as Trustee of my Roth IRA and certify that I have received, read and agree to abide by the terms and conditions set forth in the brochure describing the Computershare Investment Plan for Oneok Inc. Common Stock and the Roth IRA Individual Retirement Trust Agreement and Disclosure Statement and this Roth IRA Enrollment Form and Instructions.

I direct Computershare Trust Company to apply dividends and any contributions made to this Roth IRA to the purchase of shares of Oneok Inc. Common Stock under the Plan. I understand all dividends paid on Oneok Inc. Common Stock held in my Roth IRA will be reinvested in additional shares.

I acknowledge and accept the Roth IRA Program fee schedule and authorize deduction of any such fees from my Roth IRA if I do not make direct payment. I understand I may revoke this authorization at any time by terminating my Roth IRA.

In witness whereof, I evidence adoption of the Roth IRA Program by execution of this Enrollment Form on the date below.

Account Owner's
Signature **X**

Social Security # _____

I hereby warrant under penalty of perjury that the Social Security number provided above is correct.

Date _____

Computershare Trust Company, N.A.
The Roth IRA Program

**Roth IRA Transfer/Rollover/
Conversion Form**

Please print all items except signatures. If you have questions, call toll-free 1-800-597-7736 from 9 a.m. to 5 p.m. Eastern Time, Monday through Friday. Mail your completed form to the address below. If stock certificates are enclosed, please return by registered mail.

Program IRA
c/o Computershare Trust Company
Program Trustee
P.O. Box 173753
Denver, CO 80217-3753

Please send express deliveries to:

Program IRA
c/o Computershare Trust Company
Program Trustee
717 17th Street, Suite 1700
Denver, CO 80202-3323

Information and Instructions

Do not send this form to your current trustee (if your assets are held at another trustee). We will handle the asset transfer/rollover/conversion process. Please be aware that these transactions take several weeks to complete; we do not have control over the internal procedures of other companies.

If the following Transaction Selection is a Roth IRA transfer, attach to this form a copy of your most recent account statement from the current Roth IRA trustee. If this is a partial transfer, the remaining assets of that Roth IRA are to remain intact under the trusteeship of the current trustee as a separate plan. We do not serve as co-trustee of such assets.

If this is a Rollover or Conversion, you certify that the assets requested to be rolled/converted into this Roth IRA meet the requirements under law for a Qualifying Rollover Contribution/Conversion as defined by law and the Roth IRA Trust Agreement. (See the Rollover/Conversion Statement.) You should also understand that the current (resigning) trustee may issue a tax form for the distributed value of the requested assets. By signing this form, you hold us harmless for any negative consequences of your request, including if the rollover/conversion is deemed invalid, creates unintended tax consequences or if you suffer any other penalties resulting from your requested transactions.

Please consult the Roth Individual Retirement Account and Disclosure Statement for additional information about moving Roth IRA assets into this Roth IRA Investment Plan, and read the Company's Investment Plan prospectus for information regarding The Roth IRA Program.

This form may not be used to open an account.

A. Definitions and Transaction Selection (choose only one)

- Transfer** - Describes the movement of assets directly between Roth IRA trustees, without distribution to the Account Owner. As such, no tax forms are generated by either trustee. (This process involves the transfer of an existing Roth IRA; non-Roth IRA plan types may not be transferred to a Roth IRA.)
- Rollover** - Describes a cash and/or asset contribution to a Roth IRA by an Account Owner within 60 days of receipt of the eligible Roth IRA rollover distribution. To make this rollover, the

Account Owner must have received the eligible distribution (full or partial) outright. The individual may not roll over all or part of a distribution from a business retirement plan or any other non-Roth IRA plan type. (Non-Roth IRA rollovers or direct rollovers from a business retirement plan may be made into a "Traditional" IRA, and require the completion of a different form.)

- Conversion** - Describes a cash and/or asset contribution to a Roth IRA from a Traditional IRA by taxpayers with Modified Adjusted Gross Income under \$100,000 (and not married filing separately). By checking this box, the Account Owner certifies that the conversion meets the requirements under law for a qualifying conversion contribution (as described in the Plan documents), and that he or she understands the tax consequences of the transaction.

Note: If the current trustee of the Traditional IRA does not "convert" cash and/or assets directly to this Roth IRA, but instead sends them directly to you as Account Owner, it is your responsibility to initiate the qualifying conversion contribution to this Roth IRA. (You must ensure that the contribution is clearly indicated as a "Conversion," and that you have selected the appropriate plan type on the Enrollment Form.)

B. Account Owner Information

Please print:

Your Full Name

Daytime Phone ()

Evening Phone ()

Your Social Security #

Roth IRA Investment Plan # (if yet known)

Please provide the name of the Company in which your Roth IRA Investment Plan is to be invested. All references in this form to the "Company" shall refer to this Company.

C. Current (Resigning) Trustee Information (for Roth IRA Transfers and Conversions from a Traditional IRA at another trustee)

Name of Current Trustee

Mailing Address

City/State/Zip

Trustee Phone # ()

Current Trustee Account #

Current Plan Type

(Continued on next page.)

**Computershare Trust Company, N.A.
The Roth IRA Program**

**Roth IRA Transfer/Rollover/
Conversion Form (continued)**

D. Asset Instructions

You may transfer/rollover/convert the Company's common stock and cash from an existing IRA to your Roth IRA Investment Plan. All shares will be sent directly to your account. Other assets (not invested in Company stock) must be liquidated by the existing IRA trustee or custodian before they are sent to this Roth IRA. Upon receipt of any cash, the Trustee will invest it in the Company's stock. *Check all that apply:*

- 1. Liquidate all assets and send proceeds.
- 2. Liquidate only those assets listed below and send proceeds.

Description of Asset	# of Shares	OR	\$ Amount	OR	ALL
			\$		<input type="checkbox"/>
			\$		<input type="checkbox"/>
			\$		<input type="checkbox"/>
			\$		<input type="checkbox"/>

- 2A. Upon maturity, send proceeds of Certificate of Deposit

_____.

Maturity Date: ____ / ____ / ____

- 2B. Liquidate Certificate of Deposit # _____ immediately and send proceeds. *(Early withdrawal penalties may apply.)*
- 3. Send all shares of _____ *(complete the name of the Company)* common stock.
- 4. Send only _____ shares of _____ *(complete the name of the Company)* common stock.

Trustee/Custodian: **Please send a physical certificate.** Send the above-specified cash and/or securities to P.O. Box 173753, Denver, CO, 80217-3753. You may also contact a Client Service representative at 1-800-597-7736 for DTC instructions.

Make check payable to "Computershare Trust Company, N.A.;" please include on the check the Roth IRA Investment Plan number from Section B of this form (if known).

E. Authorizations

1. Account Owner Authorization

I, the undersigned Account Owner, hereby authorize the current trustee to send the assets listed in Section D to The Roth IRA Program trusted by Computershare Trust Company, N.A.

Account Owner's
Signature **X**

Date _____

2. Trustee Authorization (for internal use only)

Computershare Trust Company, N.A. hereby agrees to accept the assets described herein and upon receipt will apply the proceeds to the purchase of the Company's stock as provided under the Company's Roth IRA Investment Plan on behalf of the Account Owner.

Computershare Trust Company, N.A.

By: _____

Date _____

Automatic Investment

Computershare Trust Company, N.A. IRA (the "IRA Program")

The IRA Program
c/o Computershare Trust Company
P.O. Box 173753
Denver, CO 80217-3753

For express deliveries, please send to
The IRA Program
c/o Computershare Trust Company, N.A.
717 17th Street, Suite 1700
Denver, CO 80202-3323

Please print all items except signatures. If you have questions, call toll-free 1-800-597-7736 from 9 a.m. to 5 p.m., Eastern Time, Monday through Friday. Mail your completed form to the address above.

Automatic investment is an easy way to make your IRA contributions regularly and automatically. Keeping in mind the contribution limits for the IRA Program, you designate an amount of money you want deducted monthly from your checking, savings or credit union account. Please complete this form and provide the information requested. Computershare Trust Company will then work with your financial institution to set up your automatic investment, and you'll soon be making monthly IRA contribution automatically. If you wish later to change or discontinue using automatic investment, simply notify Computershare Trust Company in writing.

Note: This form may be used for either Traditional or Roth IRA contributions. However, no conversion/rollover contributions may be deposited via this automatic investment option.

Please note: Your IRA Program automatic investment is credited toward the current year's IRA contributions. Although you may begin using this service at any time, the prearranged contributions will apply for the tax year in which they are received by Computershare Trust Company (ending December 31). By authorizing automatic investment IRA contributions, you are designating those contributions for the current tax year. Automatic investment contributions will be discontinued for any account that transfers all share or terminates participation.

AUTOMATIC INVESTMENT AUTHORIZATION

To initiate your prearranged monthly current year IRA contributions, please complete the following information and return this form to Computershare Trust Company. If automatic investment payments are to be made from your checking account, please staple a voided check to the upper left corner of this form. If payments are to be made from a credit union or savings account, you will need to provide us with a nine-digit "Routing Transit" number which you can obtain from your financial institution.

Name (please print)

My Computershare Trust Company IRA Program Account Number (leave blank if establishing a new IRA)

Type of Authorization (check one)

- Initial Authorization
 Change of Authorization

Please provide the name of the Company in which your Investment Plan is invested. All references in this form to the "Company" shall refer to this Company.

Note: If the "Change of Authorization" box is checked because of a change in bank accounts or bank routing number, there will be a 35-day verification period during which no contributions will be made to the IRA or applied toward the purchase of shares.

Type of contribution (Please check one. If no selection is made, the contributions will be recorded as voluntary deductible contributions to a Traditional IRA, or "regular" (annual) contributions to a Roth IRA.)

- Voluntary Deductible
 Voluntary Nondeductible
 SEP – Employer
 Regular Roth IRA

Prearranged monthly contribution amount: \$

Note: Please refer to the Company's Program Literature for details about the minimum dollar amount for automatic investment contributions.

Financial Institution (from which debits are to be made)

Name of Financial Institution

Street Address

City/State/Zip

My bank account number is:

Type of Account (please check one)

- Checking Account
 Savings Account
 Credit Union Account

Bank Routing Transit Number (for savings or credit union account)

The automatic investment will occur on the 15th day of the month or monthly on the date outlined in your Program Literature. For those plans with multiple automated monthly investment dates, and if one of those dates is not the 15th, then the investment will take place on the earliest date each month.

Automatic Investment *(continued)*

TERMS AND CONDITIONS OF AUTOMATIC INVESTMENT AUTHORIZATION

I hereby authorize Computershare Trust Company, N.A., to effect payment for the amount specified by me to Computershare Trust Company, N.A., as such amount becomes due by initiating debit entries to my account indicated at the financial institution named. I request that such financial institution accept any debit entries initiated by Computershare Trust Company, N.A., to such account and to debit the same to such account without responsibility for the correctness thereof. I understand that such optional investments will be credited as voluntary deductible Traditional IRA contributions or regular Roth IRA contributions, as applicable (unless otherwise specified by me in writing) to my retirement plan for the tax year (ending December 31) in which they are received by Computershare Trust Company, N.A. I understand that this agreement may be terminated by me at any time by sending written notification to both my financial institution and to Computershare Trust Company, N.A. Any such notification to Computershare Trust Company, N.A., shall be effective only with respect to entries to be initiated by Computershare Trust Company, N.A., six (6) calendar days or more after receipt of such notification.

I understand that I may direct Computershare Trust Company, N.A., not to debit my account at the indicated financial institution, provided that such authorization is in writing and is received by Computershare Trust Company, N.A., not less than six (6) calendar days prior to the scheduled initiation of the debit entry.

I agree to hold Computershare Trust Company, N.A., harmless from any consequences of acting in accordance with this agreement. I understand that Computershare Trust Company, N.A., is not liable for the failure of a debit entry to be accepted by my financial institution.

SIGNATURE

I have read the above information and by signing below agree to all terms and conditions. I understand that a charge of \$25 will be assessed to my IRA Program in the event of a debit being returned due to insufficient funds, stop payment, account closed or any other circumstance which results in failure of such debit entry to clear my financial institution account, unless such item does not clear due to error of Computershare Trust Company, N.A.

Account Owner Signature

X

Date
