

# EXHIBIT J

Form **5305-A**  
(Rev. March 2002)

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

Do not file  
With the Internal  
Revenue Service

Department of the Treasury  
Internal Revenue Service

Name of depositor (First, Middle, Last) <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <b>Bruce Edward McClellan</b>		Date of birth of depositor [REDACTED]	Identifying number (see instructions) [REDACTED]
Address of depositor [REDACTED]		Check if amendment <input type="checkbox"/>	
Depositor home phone [REDACTED]	Depositor cell phone [REDACTED]	Depositor email [REDACTED]	
Name of custodian <b>First Utah Bank</b>	Address or principal place of business of custodian <b>3826 South 2300 East, Salt Lake City, UT 84109</b>		
Name of Administrator <b>American Pension Services, Inc.™</b>	Address or principal place of business of Administrator <b>4168 W. 12600 S. Suite 300 Riverton, UT 84096</b>		

The depositor named above is establishing a traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.  
The custodian named above has given the depositor the disclosure statement required by Regulations section 1.408-6.  
The depositor has assigned the custodial account \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in cash.  
The depositor and the custodian make the following agreement:

**Article I**

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

**Article II**

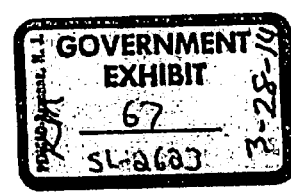
The depositor's interest in the balance in the custodial account is nonforfeitable.

**Article III**

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

**Article IV**

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
  - (a) A single sum or
  - (b) Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.
3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - (a) If the depositor dies on or after the required beginning date and:
    - (i) the designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
    - (ii) the designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
    - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.
  - (b) If the depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
    - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But, in such case, if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
    - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.



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5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 70½ is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the depositor's designate beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor and spouse's attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(1) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 70½, if applicable under paragraph 3(b)(1)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(1).

(c) The required minimum distribution for the year the depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 401(a)(6).

#### Article V

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

2. The custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

#### Article VI

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

#### Article VII

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

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

#### Article VIII ©

Article VIII is used for the additional following provisions:

1. Responsibility for Annual Valuation of Assets: It is the sole responsibility of the Depositor to annually establish the fair market value of each of the assets in the Custodial Account in accordance with IRS rules. The following are possible methods of valuation which may, depending on circumstance, be appropriate:

(a) If an asset is a marketable security or other readily marketable asset which trades on any stock exchange or has a recognized market forum, then the value of the asset is readily determined by examining the market price for such asset. If the asset is a financial instrument which receives periodic payments, then the asset may be valued by taking the present value of such asset given the income stream of the asset using interest rates acceptable to the Internal Revenue Service.

(b) Real estate may be valued, for the purposes of the annual valuation only, at the Depositor's preference, by reference to the county tax appraisal on the real property or through a standard real estate appraisal.

(c) With respect to assets for which there is not a readily identifiable market such as an interest in a closely held business, and for purposes of the requirement that an annual valuation take place, the Depositor may rely on the initial purchase price of the investment for the annual valuation provided that no less than every five (5) years, the Depositor provides a comprehensive valuation of the asset no less thorough than the procedure and process set forth in Revenue Ruling 59-60 regarding valuation of estate assets. The standard set forth in Revenue Ruling 50-60 shall apply, i.e., fair market value is: the amount at which the property would change hands between a willing buyer and a willing seller when the former is not under compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of the relevant facts.

2. Administrator May Revalue Asset if Depositor Refuses to Cooperate: In the event that the Administrator is required to value an asset (as in the case of a Roth conversion, distribution of IRA assets or other situation), and the Depositor, after attempted notification by Administrator by telephone, e-mail, regular mail or certified mail (allowing Depositor a minimum of 15 days to respond), fails to cooperate, Administrator is then authorized by the terms of this agreement either to use the purchase value of the asset as recorded on the books of Administrator or to obtain a value for the asset and charge the account of Depositor for all reasonable costs incurred for an appraisal and for time spent at the rate of \$175.00 per hour for in obtaining such valuation of the asset. Depositor shall hold Custodian and Administrator harmless from any loss, taxes incurred or other damage resulting from the use of such valuation.

3. Responsibility for Valuation of Assets Upon Distribution or Roth Conversion: In the event that the Depositor elects to convert a traditional IRA to a Roth IRA, or at the time that Depositor elects to take distribution of IRA assets, the Depositor has the sole responsibility to obtain an accurate fair market valuation of all of the IRA's assets. If an asset's valuation is not readily discernible by reference to a publicly traded market or recognized comparable sales, then the Depositor shall be responsible to value the assets of the Custodial Account pursuant to the provisions of the above referenced Revenue Rulings 50-60 and 59-60.

4. Right of Depositor to Revalue Asset: Depositor has the right, at any time; to revalue any asset held in the Custodial Account in order to more accurately reflect the fair market value of the asset. Such revaluation of asset shall be initiated by written request from Depositor to Administrator and shall be accompanied by sufficient documentation for Administrator to be instructed regarding the fair market value of the asset. Fair market value shall be established in such case by reference to readily ascertainable market valuations, or, if such are not available, by following the directions and procedures set forth in Revenue Rulings 50-60 and 59-60.

5. Duty to Pay and Right of Administrator to Collect Fees Directly from Custodial Account: Depositor shall pay Administrator's fees as set forth on the attached Self-Directed Account Fee Schedule. Depositor agrees that Administrator's fees are immediately due and payable to Administrator upon the billing date, and that such fees are a lien and encumbrance upon the assets of the Custodial Account. Depositor authorizes Administrator to deduct its fees from any cash in the Custodial Account or another Custodial Account belonging to Depositor if not paid by the Depositor within sixty days of billing. If the only assets in the Custodial Account are not readily subject to liquidation, Administrator's lien shall be satisfied by Administrator deducting its fees from the Custodial Account at the time that any asset is sold or transferred. In any event, Administrator retains the absolute right, after thirty days written notice to Depositor, to sell any asset and to apply the proceeds of sale to the satisfaction of the fee lien plus the costs of sale and any reasonable attorney's fees incurred in such sale and attorney's fees incurred in collecting such funds. Any funds remaining after the payment of the fee lien, costs and attorney's fees shall be retained in the Custodial Account for the benefit of Depositor.

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6. **Obligation of Payment in the Event of Bankruptcy of Depositor:** In the event that Depositor files bankruptcy, Administrator shall not attempt to collect its fees from the Depositor, but shall look only to the assets of the IRA for collection of its fees as set forth above in §5.

7. **Right of Administrator to Terminate Account and Distribute Assets to Depositor:** In the event that Administrator elects to terminate the account of Depositor as set forth in §11 below, then Administrator shall notify Depositor of the election to terminate the account, shall withhold and withdraw from the value of the assets in the Custodial Account all fees earned, including the \$300.00 termination fee, and shall then distribute the asset to the Depositor or upon timely direction (timely shall mean within 15 days from the date of mailing the notice) from Depositor to another IRA custodian. In the event of distribution to Depositor, Depositor shall then have sixty (60) days from the date of the distribution to roll the account over to another administrator or custodian. If Depositor does not roll the account over to another IRA custodian within the sixty days from distribution, the Depositor acknowledges that Depositor may be liable for federal, state and local taxes imposed as a result of such distribution and may be liable for additional penalties as imposed by the Internal Revenue Service, including, but not limited to, a ten percent (10%) early termination penalty.

8. **Administrator Has No Investment Responsibilities:** This is a self-directed IRA. Administrator has no responsibility for and in no event shall the Administrator render any investment advice to Depositor; bear any investment responsibilities with respect to the Depositor or any investment; take responsibility to buy or to sell any investment unless specifically directed by Depositor in a signed written document acceptable to Administrator; or to direct, to lead, to guide or otherwise to advise Depositor to make or not to make any investment of IRA funds. Administrator has no discretionary authority or control over Custodial Account assets and is only responsible to disburse funds as directed by Depositor, to receive securities and other property, to record keep in accordance with its agreement with Custodian, and to execute applicable documents at the written direction of Depositor. Administrator shall have no responsibility to review any investment or to inquire into the propriety of making, selling or retaining any investment and is not responsible for or accountable for any loss sustained by reason of Depositor's investment in any asset.

DEPOSITOR HAS THE SOLE AUTHORITY AND DISCRETION TO SELECT AND TO DIRECT THE INVESTMENT OF ALL ASSETS IN THE CUSTODIAL ACCOUNT AND DEPOSITOR ACCEPTS FULL AND SOLE RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF ANY INVESTMENT MADE WITH THE FUNDS IN THE CUSTODIAL ACCOUNT.

Administrator has no responsibility to determine the correctness, suitability or adequacy of any investment made by Depositor.

9. **Exercise of Voting Rights:** Administrator will not exercise any voting rights with respect to any voting stock, LLC membership interests, limited partnership interests or any other type of voting interests without specific written direction from Depositor or assigns. The sole responsibility to exercise such voting interests vests in the Depositor or assigns.

10. **Amendment:** This Article VIII may be amended by Administrator with thirty (30) prior written notice to Depositor. If Depositor does not object in writing to the proposed amendment within thirty days of the date of such notice, Depositor is deemed to have accepted such amendment and shall be bound by such terms and provisions.

11. **Termination:** Both Administrator and Depositor have the unilateral right to terminate this agreement at any time without cause. However, Administrator shall not be required to distribute the assets of the Custodial Account until all fees, including any reasonable attorney's fees, are paid in full. In the event that the depositor fails to pay any outstanding fees which are due and owing, then the custodian may distribute the assets as provided in Section 5, and terminate the account.

12. **Prohibited Transactions:** Depositor shall not engage in any prohibited transactions as such transactions are defined in 26 USC §4975. Administrator has no responsibility whatsoever to ascertain whether a prohibited transaction exists or will occur. In the event that Administrator reasonably believes that Depositor is about to engage in a prohibited transaction or has engaged in a prohibited transaction, Administrator may alert Depositor to the matter. In such event, Depositor shall resolve the matter and shall not direct Administrator to proceed with the transaction in a form which renders the transaction prohibited. Administrator has an absolute right to refuse to follow any direction which it reasonably believes will result in a prohibited transaction. If Administrator discovers a completed transaction which Administrator reasonably believes is prohibited, Administrator shall alert Depositor of the possible prohibited transaction and Depositor shall immediately undertake all reasonable steps to rectify the prohibited transaction.

13. **Custodian:** The Custodian of the Custodial Account is First Utah Bank, 3826 South 2300 East, Salt Lake City, UT 84109 (801) 272-9454. The above paragraph seven shall not apply to this paragraph in the event that First Utah Bank resigns or otherwise fails to serve as Custodian and another institution assumes such responsibilities.

14. **Excess Contributions:** In the event that Depositor contributes more to the IRA Custodial Account than is allowed by applicable law and regulation, Administrator shall consider such amount an excess contribution and shall return such amount to Depositor, including any income attributable to the excess contribution. Administrator has no responsibility to determine whether any contributions by Depositor exceed or comply with the Code or IRS regulations. It is the sole responsibility of Depositor to monitor the amount of all contributions and to notify Administrator of any excess contribution.

15. **Agreement Not Transferable:** Depositor may not transfer its rights under this agreement to any third party.

16. **Responsibility for Attorneys' Fees:** In the event that Administrator is required to retain the services of an attorney to enforce any part or portion of this Agreement, then Depositor irrevocably agrees to pay the reasonable attorneys' fees incurred by Administrator in enforcing any of the terms of this Agreement.


17. **Fees May be Amended:** Subject to the above §10, the fees charged by Administrator may be amended at any time. If Depositor objects in writing to the amendment of fees within thirty days of notification by Administrator, then Administrator may terminate Depositor's IRA account(s) as set forth in the above §7.

18. **Effective Date:** This document is effective as of 1 January, 2009.

19. **Hold Harmless and Indemnification:** By its signature below, Depositor hereby releases, discharges and holds harmless Administrator and the Custodian from and agrees to indemnify Administrator and Custodian against any claims, actions or liabilities arising out of the provisions set forth in this Agreement or any future direction of investment given by Depositor pursuant to the terms and conditions of this document.

X Depositor's signature: Bruce McClellan Date: 2011-06-01

Electronic Signatures. A party may manifest its assent to this Traditional Individual Retirement Custodial Account by clicking on a button displayed in a user interface, by typing the users name, or by proceeding to actually use the [www.americapension.com](http://www.americapension.com) online application, and such manifestations of assent shall be fully binding upon the parties as if manual signatures had been used.

Signature Identification #: 	Date: <u>2011-06-01</u>	Time: <u>13:14:09</u>
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I.P. address:

64.244.90.130

Custodian's signature: Paul Bradley for APS Date: 1 June 2011