



American Health Resources, Inc.  
 11 North 2<sup>nd</sup> Avenue  
 St. Charles, IL 60174  
 800-570-3757  
 888-815-3921 (fax)

**1. Enrollment Information**

Employer Name	Company Representative	Tax ID Number	Phone Number
Employer Address	City, State, Zip	Insurance Effective Date:	HSA Effective Date :
Participant name (last, first, MI)	Social security number	Date of birth      Sex	Deductible amount: (choose one) \$ _____ Individual \$ _____ Family
Participant Address	City, State, Zip	Home phone	Work phone

**2. Deposit Information**

**Initial deposits to be made:**

Employer deposit: \$ \_\_\_\_\_

Employee deposit: \$ \_\_\_\_\_

"Catch up" deposit: \$ \_\_\_\_\_

Fees paid by \_\_ employer \_\_ employee (check one)

Total Initial deposit: \$ \_\_\_\_\_

Administrative fee: \$54 per year

Total initial payment: \$ \_\_\_\_\_

**Make checks payable to:                      AHR Administrative Account**

**Mail to:    11 North 2nd Avenue, St. Charles, IL 60174**

**Thereafter, deposits of:**

Employer: \$ \_\_\_\_\_

Employee: \$ \_\_\_\_\_

To be made: (Check one:)

\_\_\_\_ Monthly

\_\_\_\_ Quarterly

\_\_\_\_ Annually

\_\_\_\_ Other (specify \_\_\_\_\_)

**3. Investment Selection**

(Participant must initial one only)

\_\_\_\_ Fund Account. Participant elects FDIC insured custodial account

\_\_\_\_ Self-Directed. Participant directs the Plan to purchase and place 100% of participants HSA funds in this security \_\_\_\_\_

(Please provide the full name and portfolio number of the security). Participant authorizes AHR to debit its administrative fees for the year at the time this security is purchased.

**4. Beneficiary Information**

Primary beneficiary name (last, first, MI)	Social security number	Date of Birth	Relationship
Address	City, State, Zip code	Home phone	Work phone
Secondary beneficiary name (last, first, MI)	Social security number	Date of Birth	Relationship
Address	City, State, Zip code	Home phone	Work phone

**5. Participant Agreement**

The undersigned (Participant) hereby elects to become a Participant in the American Health Resources, Inc. Health Savings Account Master Custodial Account pursuant to the terms hereof. This Agreement incorporates the Master Custodial Agreement (MCA) between American Health Resources, Inc. (AHR) and American Chartered Bank (the Bank) and all provisions contained on the reverse side hereof.

Participant hereby acknowledges receipt of the MCA which is in effect on the date hereof. Participant hereby appoints Bank as custodian of all funds deposited for the benefit of Participant hereunder. Participant agrees that claims, costs and fees in excess of Participant's funds held by Bank hereunder are the sole responsibility of Participant. Participant further agrees to the terms stated on the reverse of this form. In addition, Participant agrees that:

- Participant or Employer shall deposit funds into an Administrative Account and Participant directs AHR to pay claims and administrative fees from that account. AHR is responsible for any recordkeeping of Participant balances and any required reporting (tax or otherwise).
- Participant directs funds to be invested as noted in Section 3 above. All interest, net of transaction costs and commissions, shall inure solely to the benefit of Participant. Interest shall be posted on the last day of each month based on the interest earned according to the applicable Account Agreement during that month. If Self-directed is elected under Section 3 above, Participant acknowledges having read applicable prospectuses and understands the implications of Participant's investment selection.
- Participant and successors jointly and severally indemnify and hold AHR and Bank harmless from any liability for effecting transactions specified in this Agreement or the MCA, provided that, AHR and Custodian act pursuant to instructions given by Participant or Participant's successors. Participant agrees to notify AHR in writing of any event that could alter the provisions hereof. AHR and Custodian may rely on the continued validity of the provisions of this Agreement indefinitely absent actual receipt of notice from the Participant to the contrary.

Participant Name (print)	Participant Signature	Date
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The Participant signing this form (~~Benefit Election Form~~) is establishing this health savings account (HSA) exclusively for the purpose of paying or being reimbursed for qualified medical expenses of the Participant, his or her spouse, or dependents. The Participant represents that, all contributions or rollovers are eligible HSA contributions, and specifically, that the Participant: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. The Participant has agreed to contribute the sum indicated on the Benefit Election Form to the HSA established hereunder.

The Participant and the Bank agree as follows:

#### **Article I**

1. The Bank will accept cash contributions for the tax year made by the Participant or on behalf of the Participant (by an employer, family member or any other person). It is the responsibility of the Participant to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Participant shall notify the Bank that there exist excess contributions to the HSA. It is the responsibility of the Participant to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Participant's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.

#### **Article II**

1. For calendar year 2009, the maximum contribution limit for a Participant with single coverage is \$3,000.00. 2009, the maximum contribution limit for a Participant with family coverage is \$5,950.00. These limits are subject to cost-of-living adjustments each year.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2008, an additional \$900 catch-up contribution may be made for a Participant who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$1,000 in 2009 and later years.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

#### **Article III**

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

#### **Article IV**

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Participant nor the Bank will pledge the account in connection with a loan or otherwise encumber the funds held hereunder.

#### **Article V**

1. Distributions of funds from this HSA may be made upon the direction of the Participant or AHR acting on behalf of Participant.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Participant, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Participant's gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the Participant's death, disability, or 65<sup>th</sup> birthday.
3. The Bank is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Participant is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

#### **Article VI**

If the Participant dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the Participant's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the Participant's spouse, the HSA will cease to be an HSA as of the date of death and such may be deemed a taxable distribution (consult tax adviser).

#### **Article VII**

1. The Participant agrees to provide AHR with information necessary for AHR to prepare any report or return required by the IRS.

#### **Article VIII**

Any provision of this agreement that is inconsistent with IRS published guidance or is held invalid by a court of competent jurisdiction will be void but such remaining provisions will remain in full force and effect.

#### **Article IX**

This agreement will be amended from time to time to comply with the provisions of the Internal Revenue Code or other IRS published guidance. Other amendments may be made with the consent of the Participant, AHR and Bank. A Participant will be deemed to have consented to any amendment unless, within 30 days from the date it is mailed, the Participant notifies AHR to the contrary.

#### **Article X**

Either party may terminate this Agreement at any time by giving written notice to the other. If either AHR or Bank merges with another organization or is purchased in whole or in part by another organization, such successor organization shall automatically become the administrator or custodian, as the case may be, of your HSA.