



*Sensible Investing for Generations*<sup>®</sup>

**ROTH INDIVIDUAL RETIREMENT ACCOUNT**

<b>APPLICATION INSTRUCTIONS .....</b>	<b>2</b>
<b>DISCLOSURE STATEMENT .....</b>	<b>3</b>
<b>CUSTODIAL ACCOUNT AGREEMENT .....</b>	<b>9</b>
<b>PFPC TRUST COMPANY PRIVACY NOTICE: .....</b>	<b>13</b>
<b>APPLICATION and ADOPTION AGREEMENT .....</b>	<b>14</b>
<b>TRANSFER OF ASSETS .....</b>	<b>18</b>
<b>ROLLOVER / CONVERSION CERTIFICATION FORM.....</b>	<b>20</b>
<b>CONVERSION FORM (EXTERNAL) .....</b>	<b>21</b>
<b>CONVERSION FORM (INTERNAL) .....</b>	<b>22</b>
<b>WITHDRAWAL AUTHORIZATION and INSTRUCTIONS FOR DISTRIBUTION .....</b>	<b>23</b>

## APPLICATION INSTRUCTIONS

DO NOT USE THIS FORM TO ESTABLISH A COVERDELL ESA, SEP, SIMPLE OR TRADITIONAL IRA.

### HOW TO COMPLETE THE ENCLOSED FORMS

#### If you are opening a Roth IRA that *will not* contain contributions that have been transferred from another Roth IRA or a Traditional IRA:

- To establish a Roth IRA, please complete the "Application, Adoption Agreement and Beneficiary Designation" (Application). Please note that the Applicant's name must be that of an individual, not a business.
- If you are opening a Roth IRA for your spouse who is unemployed or earns less than you earn, a separate Application must be completed by your spouse.
- The maximum allowable contribution to your IRAs (Roth, deductible, and non-deductible) for each tax year is the lesser of (a) \$5,000\* or (b) 100% of your compensation or earnings from self-employment. If your spouse is not employed or earns less than you earn, your spouse may also contribute to a Roth IRA. The maximum contribution to your spouse's Roth IRA is the lesser of (a) \$5,000\* or (b) the combined compensation of both spouses, minus the dollar amount of the IRA contribution made by the compensated (or more highly compensated) spouse. The total combined contribution to each individual's IRAs (Roth, deductible, and non-deductible) cannot exceed these limits. There is a phase-out of eligibility to make a Roth IRA contribution if your adjusted gross income (AGI) is between certain levels. These limits may be adjusted from time to time by the Internal Revenue Service, please refer to Publication 590 for current year limits.
- \*A maximum amount of \$3,000 per year for tax years 2002 through 2004 may be contributed. 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.
- The minimum initial investment per Fund is \$1,000.00. Prospectuses for the Funds may be obtained from the Fund at 1-800-228-1872. Please be sure to read the prospectus carefully before investing.
- Please be sure to read carefully the "Terms and Conditions of the Roth IRA Adoption Agreement" Section of the Application. There is a \$15.00 annual custodial maintenance fee per social security number.
- Please make checks payable to BB&T Funds. If you are dividing your contribution between Roth IRAs for yourself and your spouse, only one check, with instructions on how to allocate the contribution between accounts, needs to be included with both Applications.

#### If you are opening a Roth IRA that *will contain* contributions that have been transferred from another Roth IRA or converted from a Traditional IRA:

- Please read and follow the general instructions above for establishing a Roth IRA. Be sure to note on the Application that your contribution is a transfer, a rollover from another Roth IRA, or a Conversion Roth IRA.
- **You may not convert a Traditional IRA to a Roth IRA in any tax year in which your adjusted gross income exceeds \$100,000, or if you are married and filing separately.**
- To transfer the distribution from your current Roth IRA directly from that plan to your Roth IRA, please complete a "Transfer Authorization Form".
- To convert a Traditional IRA to your BB&T Funds Roth IRA, please complete the appropriate "Conversion" Form.
- To certify that an enclosed contribution to the Roth IRA is a rollover from a Roth IRA or a converted Traditional IRA, please complete the "Rollover/Conversion Certification Form." Rollovers and Conversions must be completed within 60 calendar days of the date you receive the distribution.

### MAIL THE COMPLETED APPLICATION AND CHECK (IF APPLICABLE) TO:

**First Class Mail:**

BB&T Funds  
c/o PNC Global Investment Servicing  
P.O. Box 9762  
Providence, RI 02940

**Overnight Express:**

BB&T Funds  
c/o PNC Global Investment Servicing  
101 Sabin Street  
Pawtucket, RI 02860  
1-800-228-1872

## **ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE STATEMENT**

The following information is the disclosure statement required by federal tax regulations. You should read this disclosure statement, the Custodial Account Agreement, and the prospectuses for the Funds in which your BB&T Funds Roth Individual Retirement Account (Roth IRA) contributions will be invested.

---

### **Important Information About U.S. Government Requirements That May Affect Your Account**

PFPC Trust ("PFPC", "we", or "us") provides custodial and administrative services for your retirement or savings account. As a result of this role, persons who open a retirement or savings account are considered 'customers' of PFPC ("you" or "your").

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires PFPC, as a financial institution, to obtain, verify, and record information that identifies each person who opens an account. All accounts we open are opened on a conditional basis – conditioned on our ability to verify your identity in accordance with Federal law.

When establishing an account, you are required to provide your full legal name, address, government issued identification number (e.g. social security number), date of birth, and other information within your account-opening application that will allow us to identify you. We may also request a copy of your driver's license or other identifying documents and may consult third-party databases to help verify your identity. If the account you are opening will be registered in the name of a beneficiary, trust, or estate or charity we may require additional identifying documentation.

**If you fail to provide any requested identifying information or documentation when opening your account, your new account application may be rejected.**

**If we open your account, and you subsequently fail to provide all identification materials we request or if we are subsequently unable to adequately verify your identity as required by U.S. Government regulations, we reserve the right to take any one or more of the following actions:**

- We may place restrictions on your account which block all purchase transactions and we may place additional restrictions on your account blocking other transactional activities if we determine such additional restrictions are appropriate under Federal law or regulation.
- We may close your account, sell (i.e., "liquidate") the assets in your account in the prevailing market at the time, and send you a check representing the cash proceeds of your account. This distribution will be reported to the Internal Revenue Service and may result in unfavorable consequences to you under Federal and state tax laws.

**You May Incur Losses.** Despite being opened as a conditional account, your account will be invested as you instruct and you will be subject to all market risks during the period between account opening and any liquidation necessitated by your failure to furnish requested identifying information or by an inability to adequately verify your identity. You may also be subject to additional market risks if the additional transactional restrictions discussed in the first bullet above are placed on your account. In addition, the closing of your account may subject you to fees and charges imposed by the fund or funds in which you are invested, and any sales charges you may have paid in connection with your purchases will not be refunded.

**You Assume All Responsibility For These Losses.** PFPC expressly disclaims any responsibility or liability for losses you incur as result of your failure to furnish identification materials we request, including investment losses and any other loss or damage (including but not limited to lost opportunities and adverse tax consequences). If you proceed with the account opening process, you accept all risks of loss resulting from any failure of yours to furnish the identification materials we request or from a subsequent inability to adequately verify your identity in accordance with Federal law.

### **REVOCAION OF YOUR ROTH IRA**

You have the right to revoke your BB&T Funds Roth IRA and receive the entire amount of your initial contribution by notifying PFPC Trust Company, the Custodian of your BB&T Funds Roth IRA, in writing within seven (7) days of establishment of your Roth IRA. If you revoke your Roth IRA within seven days, you are entitled to a return of the entire amount paid by you, without adjustment for such items as sales commission, administrative expenses, or fluctuations in market value. If you decide to revoke your Roth IRA, notice should be delivered or mailed to the address listed on the application instructions.

This notice should be signed by you and include the following:

1. The date;
2. A statement that you elect to revoke your BB&T Funds Roth IRA;
3. Your BB&T Funds Roth IRA account number;
4. The date your BB&T Funds Roth IRA was established;
5. Your signature and your printed or typed name.

Mailed notice will be deemed given on the date that it is postmarked, if it is properly addressed and deposited either in the United States mail, first class postage prepaid, or with an Internal Revenue Service (IRS) approved overnight service. This means that if you mail your notice it must be postmarked on or before the seventh day after your BB&T Funds Roth IRA was opened. A revoked Roth IRA will be reported to the IRS and the Depositor on Forms 1099-R and 5498.

## **YOUR ROTH INDIVIDUAL RETIREMENT ACCOUNT**

You have opened a BB&T Funds Roth Individual Retirement Account, which is an account for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement). The following requirements apply to your BB&T Funds Roth IRA:

1. Contributions, transfers and rollovers may be made only in "cash" by check, draft, or other form acceptable to the Custodian;
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury;
3. No part may be invested in life insurance contracts;
4. Your interest must be nonforfeitable;
5. The assets of the custodial account may not be mixed with other property except in a common investment fund;
6. There is no age limit on contributions as long as you have earned income;
7. Your adjusted gross income must be within the eligibility limits (discussed under "Contributions" below); and
8. There are no mandatory withdrawals during your lifetime.

## **ELIGIBILITY**

You are permitted to make a regular contribution to your Roth IRA for any taxable if you receive compensation for such taxable year. Compensation includes, salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employment.

## **CONTRIBUTIONS**

Subject to the income eligibility limits described below, the maximum allowable contribution to your IRAs (Roth, deductible, and non-deductible) each tax year is the lesser of (a) \$5,000\* or (b) 100% of your compensation or earnings from self-employment. If your spouse is not employed or earns less than you earn, your spouse may also contribute to a Roth IRA. The maximum contribution to your spouse's Roth IRA is the lesser of (a) \$5,000 or (b) the combined compensation of both spouses, minus the dollar amount of the IRA contribution made by the compensated (or more highly compensated) spouse. The total combined contribution to each individual's IRAs (Roth, deductible, and non-deductible) cannot exceed these limits. Contributions made to SEP or SIMPLE IRAs are not taken into account for purposes of the \$5,000\* contribution limit. Additionally, Roth IRA contributions cannot be commingled with SEP or SIMPLE IRA contributions. Any contribution made to your Roth IRA will be treated as a contribution for the year it is received, unless the contribution is made between January 1 and April 15, and you have identified the contribution as a prior year contribution.

<b>Roth IRA Contribution Limits</b>		
<b>Tax Year</b>	<b>If Under Age 50</b>	<b>If Age 50 or Over</b>
2002-2004	\$3,000	\$3,500
2005	\$4,000	\$4,500
2006-2007	\$4,000	\$5,000
2008	\$5,000	\$6,000

\* A maximum amount of \$3,000 per year for tax years 2002 through 2004 may be contributed. 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.

Contributions can continue to be made to a Roth IRA after you attain age 70½ as long as the requirements of earned income are met.

There is a phase-out of eligibility to make a Roth IRA contribution if your adjusted gross income (AGI) is between certain levels. These limits may be adjusted from time to time by the Internal Revenue Service, please refer to Publication 590 for current year limits.

## **ROTH CONVERSIONS**

You may convert a Traditional or SEP IRA into a Roth IRA if your AGI (single or joint) does not exceed \$100,000 for the tax year unless you are married and file separately. (If you are a married individual, filing a separate return, and have lived apart from your spouse for the entire year, you may be eligible to be treated as a single taxpayer.) For purposes of the conversion, neither the conversion amount nor the amount of any required minimum distribution from your Traditional IRA is included in the AGI limit of \$100,000. If a distribution is converted from a Traditional IRA is deposited to your BB&T Funds Roth IRA within 60 calendar days of receipt, the amount of the conversion distribution will be taxed as ordinary income, except that the amount of any distribution from the Traditional IRA which represents the return of non-deductible contributions is not taxed. The IRS enforces the 60-day time limit strictly. You may not convert any portion of a Required Minimum Distribution (RMD). The 10% penalty for distributions under age 59½ will not apply to the amount converted if held in your Roth IRA for at least five years and certain other criteria are met. See the section on Taxation of Distributions below. Your Traditional IRA may also be converted to a Roth IRA by means of a direct transfer between the two financial institutions.

A conversion is reported as a distribution from the Traditional IRA (IRS Form 1099-R) and a conversion contribution to the Roth IRA (IRS Form 5498). The rules regarding conversions to Roth IRAs are complex and you should consult a competent tax advisor prior to a conversion.

## **RECHARACTERIZATION OF CONTRIBUTIONS**

All or part of a contribution you make to your Roth IRA, along with any allocable earnings or losses, may be recharacterized and treated as if made to your Traditional IRA on the date the contribution was originally made to your Roth IRA. All or part of a contribution you make to your Traditional IRA, may be recharacterized and treated as if made to your Roth IRA on the date the contribution was originally made to your Traditional IRA. Recharacterization of a contribution is irrevocable, and must be completed on or before the due date, including extensions, for filing your federal income tax return for the tax year for which the contribution was originally made. Please refer to IRS Publication 590 for more information.

A recharacterized contribution is reported as a distribution from the first IRA (IRS Form 1099-R) and a recharacterization contribution to the second IRA (IRS Form 5498) for the tax year in which the recharacterization occurs. The rules regarding recharacterization are complex and you should consult a competent tax advisor prior to any recharacterization.

## **RECHARACTERIZATION OF A CONVERSION (Correction Process)**

You may correct a conversion made in error by recharacterizing the conversion. A conversion is recharacterized by moving the conversion amount, plus allocable earnings, back to a Traditional IRA. The correction must take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. A

recharacterized conversion may be converted back to a Roth IRA, however limitations may apply. Assets that have been recharacterized back to a Traditional IRA cannot be reconverted to a Roth IRA in the same tax year or within thirty days.

A recharacterized conversion is reported as a distribution from the Roth IRA (IRS Form 1099-R) and a recharacterization contribution to the Traditional IRA (IRS Form 5498) for the tax year in which the recharacterization occurs. The rules regarding recharacterization are complex and you should consult a competent tax advisor prior to any recharacterization or reconversion.

Recharacterization forms are available from the Custodian and should be used for all recharacterization requests.

## **INCOME TAX DEDUCTION**

Your contribution to a Roth IRA is not deductible on your federal income tax return.

## **TAXATION OF DISTRIBUTIONS**

Any distribution, or portion of any distribution, which consists of the return of contributions you made to your BB&T Funds Roth IRA is not subject to federal income tax. For federal income tax purposes, contributions are presumed to be withdrawn first, then conversion contributions, then earnings.

The earnings on your contributions will not be subject to federal income tax when withdrawn if the assets being withdrawn have been in your Roth IRA for at least five (5) years from the first taxable year in which a contribution, including rollover and conversion contributions, was made to the Roth IRA. Additionally, any one of the following criteria must be met:

1. you are over the age of 59½, or
2. used toward the expenses of a first time home purchase up to a lifetime limit of \$10,000, or
3. made because you became disabled, or
4. due to your death.

The earnings portion of distributions made prior to the end of the five-year holding period, regardless of the reason, are subject to ordinary income tax plus a 10% penalty tax on early distributions. Distribution of conversion contributions prior to five years from the tax year of conversion are subject to the 10% penalty tax unless one of the exceptions listed below under Early Distributions applies; however, such distributions are not subject to ordinary income tax. Exceptions to the 10% additional tax on early distributions are described below in the section on Penalty Tax on Certain Transactions.

Rollovers from one Roth IRA to another Roth IRA are permitted within the 60 calendar day period after receipt. The amount rolled over within 60 days will not be taxable. The IRS enforces the 60-day time limit strictly. Rollovers from a Roth IRA to a Coverdell ESA, Traditional, SEP or SIMPLE IRA are not permitted.

If you make a tax-free rollover of any part of a distribution from a Roth IRA, you cannot, within a 1-year period, make a tax-free rollover of any later distribution from that same Roth IRA. You also cannot make a tax-free rollover of any amount distributed, within the same 1-year period, from the Roth IRA into which you made the tax-free rollover.

Distributions under \$10 will not be reported to you on IRS Form 1099-R as allowed under IRS regulations. However, you must still report these distributions to the IRS on IRS Form 1040 as well as other forms that may be required to properly file your tax return.

## **EXCESS CONTRIBUTIONS**

Amounts contributed to your BB&T Funds Roth IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up as an allowable contribution (in a subsequent year) or returned to you. The 6% excise tax on excess contributions will not apply if the excess contribution and earnings allocable to it are distributed by the due date for your federal income tax return, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. The return of earnings may also be subject to the 10% excise tax on early distributions discussed below. An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. The 1099-R applies to amounts removed during the period January 1 through and including the due date of your federal income tax return for the prior tax year. Consult IRS Publication 590 for more information pertaining to excess contributions. If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution if corrected before the Federal income tax-filing deadline (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and Internal Revenue Service ("IRS") Publication 590. The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or "NIA") using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your Federal income tax return due date (plus extensions) will be considered corrected, thus avoiding an excess contribution penalty.

## **EARLY DISTRIBUTIONS**

The earnings portion of distributions made prior to the end of the five-year holding period or which fail to meet the criteria outlined above in Taxation on Distributions are subject to ordinary income taxes. The earnings portion of the distribution is also subject to the 10% penalty tax on early distributions unless one of the following exceptions applies to the distribution:

1. you are over age 59½, or
2. due to your death, or
3. made because you became disabled, or
4. used specifically for deductible medical expenses which exceed 7.5% of your adjusted gross income, or
5. used for health insurance cost due to your unemployment, or
6. used for higher education expenses defined in section 529(e)(3) of the Internal Revenue Code, or
7. used toward the expenses of a first time home purchase up to a lifetime limit of \$10,000, or
8. part of a scheduled series of substantially equal payments over your life, or over the joint life expectancy of you and a beneficiary. If you request a distribution in the form of a series of substantially equal payments, and you modify the payments before 5 years have elapsed and before attaining age 59½, the penalty tax will apply retroactively to the year payments began through the year of such modification, or
9. required because of an IRS levy.

The 10% penalty tax is in addition to any federal income tax that is owed at distribution. For more information on the 10% penalty tax and the exceptions listed above, consult IRS Publication 590.

## **REQUIRED DISTRIBUTIONS**

You are not required to take distributions from your Roth IRA during your lifetime.

## **DISTRIBUTION DUE TO DEATH**

If you have properly designated a beneficiary, the entire value of your IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30<sup>th</sup> of the year following the year in which you die, to take distributions over their life expectancy. These distributions must commence no later than December 31<sup>st</sup> of the calendar year following the calendar year of your death. Your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate. Consult IRS Publication 590 or a competent estate-planning advisor for a complete discussion of rules governing distributions due to death.

If your designated beneficiary is your spouse, then he/she may elect to either treat the Roth IRA as their own or to rollover the funds into his/her own Roth IRA. Consult IRS Publication 590 for a complete discussion of rules governing distributions due to death.

A Roth IRA distribution request form is available from the Custodian, and should be obtained and used to request any distribution from your Roth IRA.

## **PROHIBITED TRANSACTIONS**

If you or your beneficiary engages in any prohibited transaction (such as any sale, exchange, borrowing, or leasing of any property between you and your Roth IRA; or any other interference with the independent status of the account), the account will lose its exemption from tax and be treated as having been distributed to you. The value of the earnings on your account will be

includible in your gross income. If you are under age 59½, you would also be subject to the 10% penalty tax on early distributions.

If you or your beneficiary use (pledge) all or any part of your Roth IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as a nonqualified distribution, and subject to a 10% penalty tax on the taxable portion of such distribution if you have not attained age 59½ during the year which you make such a pledge.

## **FEDERAL ESTATE and GIFT TAXES**

Amounts payable to your spouse as beneficiary of your IRA may qualify for estate tax marital deduction. An election under an IRA to have a distribution payable to your beneficiary upon your death will not be treated as a gift as long as you were able to name them as your beneficiary.

## **INCOME TAX WITHHOLDING**

The Custodian is required to withhold federal income tax from any distribution from your Roth IRA to you at the rate of 10% unless you choose not to have tax withheld. You may elect out of withholding by advising the Custodian in writing, prior to the distribution, that you do not want tax withheld from the distribution. This election may be made on any other form acceptable to the Custodian. If you do not elect out of tax withholding, you may direct the Custodian to withhold an additional amount of tax in excess of 10%, but not more than 90%.

State income tax withholding may also apply to distributions from your IRA account when federal income tax is withheld. Please contact your tax advisor or state tax authority for information about your state's income tax holding requirements.

## **ADDITIONAL INFORMATION**

For more detailed information, you may obtain IRS Publication 590, Individual Retirement Arrangements (IRAs) from any district office of the Internal Revenue Service or by calling 1-800-TAX-FORM.

Any Roth IRA transaction may have tax consequences; consult your tax advisor to obtain information about the tax consequences in connection with your particular circumstances.

## **INFORMATION ABOUT YOUR INVESTMENTS**

A mutual fund investment involves investment risks, including possible loss of principal. In addition, growth in the value of your account is neither guaranteed nor projected due to the characteristics of a mutual fund investment. Detailed information about the shares of each mutual fund available for investment by your BB&T Funds Roth IRA must be furnished to you in the form of a prospectus. The method for computing and allocating annual earnings is set forth in the prospectus. (See prospectus section entitled "DIVIDENDS.") If you made an initial contribution of \$1,000 on the first day of a calendar year and no further investment during that year, your contribution would also be subject to certain costs and expenses that would reduce any yield you might obtain from your investment. (See the prospectus section entitled "EXPENSE TABLE" and the sections referred to therein.) For further information regarding expenses, earnings, and distributions, see the mutual fund's financial statements, prospectus and/or statement of additional information. Should the fund you are invested in close, and the prospectus for said fund does not specify a successor fund, your shares of said fund will be liquidated and the proceeds will be used to purchase shares of the Money Market Fund in the same Fund Family, if available.

## **FEES AND CHARGES**

There is a \$15.00 annual custodial maintenance fee per social security number. The Custodian may also charge a service fee in connection with any distribution from your Roth IRA.

## **IRS APPROVED FORM**

Your BB&T Funds Roth IRA is the Internal Revenue Service's model custodial account contained in IRS Form 5305-RA. Certain additions have been made in Article IX of the form. By following this form, your BB&T Funds Roth IRA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the Roth IRA. **This form cannot be used in connection with Coverdell Education Savings Accounts, SEP, SIMPLE or Traditional IRAs.**

# **CUSTODIAL ACCOUNT AGREEMENT**

**(Under section 408A of the Internal Revenue Code - Form 5305-RA (March 2002))**

The Depositor whose name appears in the accompanying Application is establishing a Roth individual retirement account (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian, PFPC Trust Company, has given the Depositor the disclosure statement required under Regulations section 1.408-6.

The Depositor and the Custodian make the following agreement:

## **ARTICLE I**

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions and only up to a maximum amount of \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007 and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

## **ARTICLE II**

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000, for a married Depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor filing separately, between AGI of \$ 0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

## **ARTICLE III**

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

## **ARTICLE IV**

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

## **ARTICLE V**

1. If the Depositor dies before his or her entire interest is distributed to him or her and the grantor's surviving spouse is not the sole beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
  - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
  - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401 (a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.

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

## **ARTICLE VI**

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

## **ARTICLE VII**

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

## **ARTICLE VIII**

This agreement will be amended from time to time to comply with the provisions of the Code, related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signature appears on the Roth IRA application.

## **ARTICLE IX**

1. All funds in the custodial account (including earnings) shall be invested in shares of any one or more of the registered investment companies ("mutual funds"), or portfolios thereof, which have been designated by the company listed on the account opening documents ("company") as eligible for investment under this custodial account. The mutual funds, portfolios, and company shall be collectively referred to herein as "the Funds" and the shares of the Funds shall be collectively referred to as "Fund Shares." Fund Shares shall be purchased at the public offering price for Fund Shares next to be determined after receipt of the contribution by the Custodian or its agent.
2. The shareholder of record of all Fund Shares shall be the Custodian or its nominee.
3. The Depositor shall, from time to time, direct the Custodian to invest the funds of his/her Custodian account in Fund Shares. Any funds, which are not directed as to investment, shall, at the sole discretion of the Custodian, be held uninvested until such direction is received from the Depositor or be returned to the Depositor without being deemed to have been contributed to his/her custodial account. The Depositor shall be the beneficial owner of all Fund Shares held in the custodial account. All Fund Shares held in the custodial account shall be voted by, or in accordance with the proper voting instructions of, the Depositor. Absent such instructions, the Custodian is hereby directed to and shall vote such Fund Shares for or against any proposition in the same proportion as all Fund Shares for which timely instructions have been received, unless otherwise required by law.
4. The Custodian agrees to forward, or to cause to be forwarded, to every Depositor the then-current prospectus(es) of the Funds, as applicable, which have been designated by the company as eligible for investment under the custodial account and selected by the Depositor for such investment, and all notices, proxies and related proxy soliciting materials applicable to said Fund Shares received by it.
5. Each Depositor shall have the right by written notice to the Custodian to designate or to change a beneficiary to receive any benefit to which such Depositor may be entitled in the event of his/her death prior to the complete distribution of such benefit. A beneficiary designation will be deemed to be in effect when received in good order by the Custodian. If no such designation is in effect at the time of the Depositor's death, or if the designated beneficiary has predeceased the Depositor, the spouse shall become the beneficiary or, if no surviving spouse or unmarried, the beneficiary shall be the Depositor's estate.
6. (a) The Custodian shall have the right to receive rollover and conversion contributions as allowed under IRS Code Section 408A, however it is the Depositor's responsibility to ensure that such rollovers and conversions are eligible to be contributed to this Roth IRA. The Custodian reserves the right to refuse to accept any property, which is not in the form of cash.

- (b) The Custodian, upon written direction of the Depositor and after submission to the Custodian of such documents as it may reasonably require, shall transfer the assets held under this Agreement (reduced by any amounts referred to in paragraph 8 of this Article IX) to a successor Roth Individual Retirement Account or directly to the Depositor.

Any amounts received or transferred by the Custodian under this paragraph 6 shall be accompanied by such records and other documents, as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, the Depositor hereby irrevocably delegates to the Custodian the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to such amendments, provided they shall comply with all applicable provisions of the Code, the Treasury regulations there under and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the Depositor indicated by the Custodian's records.
8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising there from, any transfer taxes incurred, all other administrative expenses incurred, specifically including, but not limited to, administrative expenses incurred by the Custodian in the performance of its duties and fees for legal services rendered to the Custodian, and the Custodian's compensation may be paid by the Depositor and, unless so paid within such time period as the Custodian may establish, shall be paid from the Depositor's custodial account. The Custodian reserves the right to change or adjust its compensation upon 30 days advance notice to the Depositor.
9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.
10. The Custodian may rely upon any statement by the Depositor (or the Depositor's beneficiary if the Depositor is deceased) when taking any action or determining any fact or question which may arise under this Custodial Agreement. The Depositor hereby agrees that neither the Custodian nor the Funds will be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. The Depositor assumes sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code.
11. The Custodian may resign at any time upon 30 days written notice to the Depositor and the Funds, and may be removed by the Depositor at any time upon 30 days written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor Custodian shall be appointed within 30 days of such resignation notice and in the absence of such appointment, the Custodian shall appoint a successor unless the Agreement is sooner terminated. Any successor Custodian shall be a bank (as defined in section 408(n) of the Code) or such other person found qualified to act as a Custodian under an individual account plan by the Secretary of the Treasury or his delegate. The appointment of a successor Custodian shall be effective upon receipt by the Custodian of such successor's written acceptance that shall be submitted to the Custodian, the Funds, and the Depositor. Within 30 days of the effective date of a successor Custodian's appointment, the Custodian shall transfer and deliver to the successor Custodian applicable account records and assets of the custodial account (reduced by any unpaid amounts referred to in paragraph 8 of this Article IX). The successor Custodian shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.
12. The Custodian shall, from time to time, in accordance with instructions in writing from the Depositor (or the Depositor's beneficiary if the Depositor is deceased), make distributions out of the custodial account to the Depositor in the manner and amounts as may be specified in such instructions (reduced by any amounts referred to in Article IX, paragraph 8). A Roth IRA Withdrawal Authorization form is available from the Custodian, and should be obtained and used to request any distribution from your Roth IRA. The Custodian assumes (and shall have) no responsibility to make any distribution from the custodial account unless and until such written instructions specify the occasion for such distribution and the elected manner of distribution. Prior to making any such distribution from the custodial account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with written instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and assumes no duty of further inquiry. Upon receipt of proper written instructions as required above, the Custodian shall cause the assets of the custodial account to be distributed in cash and/or in kind, as specified in such written instructions.

13. No distributions are required to be taken from the Roth IRA during the lifetime of the Depositor. If the Depositor desires to take distributions from the Roth IRA, such distributions shall be made, as the Depositor shall elect by written instructions to the Custodian.
14. In the event any amounts remain in the custodial account after the death of the Depositor, his or her beneficiary shall thereafter exercise the rights of the Depositor as described in Article V.
15. The Custodian is authorized to hire agents (including any transfer agent for Fund Shares) to perform certain duties under this Agreement.
16. This Agreement shall terminate coincident with the complete distribution of the assets of the Depositor's account.
17. All notices to be given by the Custodian to the Depositor shall be deemed to have been given when mailed to the address of the Depositor indicated by the Custodian's records.
18. Neither the Custodian nor the Funds shall be responsible for any losses, penalties or other consequences to the Depositor or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.
19. In addition to the reports required by paragraph (2) of Article VI, the Custodian shall periodically cause to be mailed to the Depositor in respect of each such period an account of all transactions affecting the custodial account during such period and a statement showing the custodial account as of the end of such period. If, within 30 days after such mailing, the Depositor has not given the Custodian written notice of any exception or objection thereto, the periodic accounting shall be deemed to have been approved and, in such case or upon the written approval of the Depositor, the Custodian and the Funds shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.
20. In performing the duties conferred upon the Custodian by the Depositor hereunder, the Custodian shall act as the agent of the Depositor. The parties do not intend to confer any fiduciary duties on the Custodian or the Funds, and none shall be implied. Neither the Custodian nor the Funds shall be liable (and neither assumes any responsibility) for the collection of contributions, the propriety of any contribution under this Agreement, the selection of any Fund Shares for this custodial account, or the purpose or propriety of any distribution made, which matters are the sole responsibility of the Depositor or the Depositor's beneficiary, as the case may be.

The Depositor and the successors of the Depositor, including any designated beneficiary, executor or administrator of the Depositor, shall, to the extent permitted by law, indemnify and hold the Custodian and the Funds and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities of the Custodian, except such as may arise from the Custodian's own bad faith, negligence, nonfeasance, or willful misconduct.
21. The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. In determining the taxable amount of a distribution, the Depositor shall rely only on his or her federal tax records, and the Custodian shall withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in the Depositor's income.
22. Except to the extent superseded by federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.
23. Notwithstanding any provisions of this Agreement to the contrary, specifically including but not limited to paragraph 3 of Article V and Article VII, a spouse beneficiary shall have available all death benefits options available under current IRA code section 408(a) even if the spouse is not the sole beneficiary.
24. Notwithstanding any provisions of this Agreement to the contrary, the Depositor is deemed to have elected not to designate this account as a Roth Conversion IRA. Any reference on the Application to conversion is simply to clarify instructions from the Depositor and does not in any way characterize the Roth IRA being established as a Roth Conversion IRA subject to Article I.
25. Participant – As referenced in the Adoption Agreement/Application and in any forms associated with this Custodial Agreement, carries the same definition as the Depositor identified in Article I and the Definitions Section of this Custodial Agreement.

## GENERAL INSTRUCTIONS

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

### Purpose of Form

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

Do not file Form 5305-RA with the IRS. Instead, keep it for you record purposes.

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 home buyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

## DEFINITIONS

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

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

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

## SPECIFIC INSTRUCTIONS

**Article I.** The Depositor may be subject to a 6 percent tax on excess contributions if (1) contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, (2) the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the Depositor's and spouse's compensation does not exceed the amount contributed for them for the tax year. The Depositor should see the disclosure statement or Pub. 590 for more information.

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

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

## IMPORTANT INFORMATION

### **PFPC TRUST COMPANY PRIVACY NOTICE:**

PFPC Trust Company serves as custodian for self-directed savings and retirement accounts, such as Individual Retirement Accounts, Qualified Plans, 403(b)(7) Plans and Health Savings Accounts, as well as for mutual fund Wrap Product and Global Cash Portal accounts (the "Accounts"). You are receiving this notice because either (i) you own or are considering establishing an Account that contains an investment in shares of a fund (a "Fund") serviced by PFPC Trust Company or it's affiliate, or (ii) you own or are considering an Account for which PFPC Trust Company acts (or will act) as custodian for the Account's assets. We are committed to maintaining the privacy of Account owners and to safeguarding their nonpublic personal information. We may collect nonpublic personal information from Account applications and other forms that Account owners send to establish and maintain Accounts. We may also have access to specific information regarding an Account owner's transactions with the Funds or other service provider (s). We do not disclose any nonpublic personal information about any Account owner or former Account owner to anyone, except as permitted by law or as necessary in order to service the Account. We restrict access to nonpublic personal information about the Account owners to our employees with a legitimate business use for the information. We maintain physical, electronic and procedural safeguards designed to protect the nonpublic personal information of Account owners. Questions regarding this notice may be directed in writing to: Privacy Coordinator, PFPC Trust Company, MS#XX-WEBO-2E-06, P.O. Box 8916, Wilmington, Delaware 19899-8916.

# ROTH IRA APPLICATION and ADOPTION AGREEMENT

BB&T Funds    PO Box 9762    Providence, RI 02940    1-800-228-1872

## PERSONAL INFORMATION

\*Name: \_\_\_\_\_

\*Street \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 (P.O. Box is not sufficient)

Evening Phone #: \_\_\_\_\_ Daytime Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

\*Date of Birth: \_\_\_\_\_ \*SSN/TIN: \_\_\_\_\_  
 \*Required Information

## ACCOUNT TYPE

Roth IRA                       Roth Beneficiary Account

## CONTRIBUTION INFORMATION

**Annual Contribution -**             Current Year \$ \_\_\_\_\_             Prior Year \$ \_\_\_\_\_

- 60- Day Rollover Check** - This contribution is a rollover from another Roth IRA that has been completed within 60 days of receipt of the funds. I have attached a completed "Rollover/Conversion Certification Form."
- Transfer of Assets** - This contribution is a Transfer of Assets from another Roth IRA. I have attached a completed "Transfer of Assets Form".
- Conversion Rollover** - This contribution is a conversion from a Traditional IRA that has been completed within 60 days of receipt of the funds. I have attached a completed "Rollover/Conversion Certification Form."
- Direct Conversion** - This contribution is a direct conversion from my Traditional IRA. I have completed and attached the appropriate "Conversion Form".
- Recharacterization** - This contribution is a recharacterization purchase.

## FUND INVESTMENT ELECTION (The initial investment must be at least \$1,000.00 in each fund)

Fund Name	Select a Share Class (required)			
	A	C		
Select Equity Fund	<input type="checkbox"/> (010)	<input type="checkbox"/> (210)	\$ _____	or _____ %
Mid Cap Value Fund	<input type="checkbox"/> (012)	<input type="checkbox"/> (212)	\$ _____	or _____ %
Sterling Capital Small Cap Value Fund	<input type="checkbox"/> (015)	<input type="checkbox"/> (215)	\$ _____	or _____ %
International Equity Fund	<input type="checkbox"/> (020)	<input type="checkbox"/> (220)	\$ _____	or _____ %
Special Opportunities Equity Fund	<input type="checkbox"/> (021)	<input type="checkbox"/> (221)	\$ _____	or _____ %
Equity Income Fund	<input type="checkbox"/> (022)	<input type="checkbox"/> (222)	\$ _____	or _____ %
Equity Index Fund	<input type="checkbox"/> (023)	<input type="checkbox"/> (223)	\$ _____	or _____ %
Short U.S. Government Fund	<input type="checkbox"/> (040)		\$ _____	or _____ %
Intermediate U.S. Government Fund	<input type="checkbox"/> (041)	<input type="checkbox"/> (241)	\$ _____	or _____ %
Total Return Bond Fund	<input type="checkbox"/> (042)	<input type="checkbox"/> (242)	\$ _____	or _____ %
Kentucky Intermediate Tax Free Fund	<input type="checkbox"/> (043)		\$ _____	or _____ %
Maryland Intermediate Tax Free Fund	<input type="checkbox"/> (044)		\$ _____	or _____ %
North Carolina Intermediate Tax Free Fund	<input type="checkbox"/> (045)		\$ _____	or _____ %
South Carolina Intermediate Tax Free Fund	<input type="checkbox"/> (046)		\$ _____	or _____ %
Virginia Intermediate Tax Free Fund	<input type="checkbox"/> (047)		\$ _____	or _____ %
West Virginia Intermediate Tax Free Fund	<input type="checkbox"/> (048)		\$ _____	or _____ %
Prime Money Market Fund	<input type="checkbox"/> (050)	<input type="checkbox"/> (250)	\$ _____	or _____ %
U.S. Treasury Money Market Fund	<input type="checkbox"/> (051)	<input type="checkbox"/> (251)	\$ _____	or _____ %
National Tax Fee Money Market Fund	<input type="checkbox"/> (052)		\$ _____	or _____ %
Capital Manager Conservative Growth Fund	<input type="checkbox"/> (060)	<input type="checkbox"/> (260)	\$ _____	or _____ %
Capital Manager Moderate Growth Fund	<input type="checkbox"/> (061)	<input type="checkbox"/> (261)	\$ _____	or _____ %
Capital Manager Growth Fund	<input type="checkbox"/> (062)	<input type="checkbox"/> (262)	\$ _____	or _____ %
Capital Manager Equity Fund	<input type="checkbox"/> (063)	<input type="checkbox"/> (263)	\$ _____	or _____ %
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	or _____ %
<b>Total</b>			<b>\$ _____</b>	<b>or 100 %</b>

**SALES CHARGE REDUCTIONS AND WAIVERS**

**A. Rights of Accumulation** (Class A Shares only. See the prospectus for qualifications.)

A family member or I own shares of more than one Fund in the BB&T, which may entitle me to a reduced sales charge. The shareholder account numbers are:

Fund Name \_\_\_\_\_ Fund Name \_\_\_\_\_ Fund Name \_\_\_\_\_  
 Account # \_\_\_\_\_ Account # \_\_\_\_\_ Account # \_\_\_\_\_

**B. Letter of Intent** (Class A Shares only.)

I understand that through accumulated investments I can reduce my sales charges as outlined in the prospectus. I plan to invest over a 13-month period in shares of one or more of the funds in the BB&T Funds (except the Prime Money Market Fund and US Treasury Money Market fund) an aggregate amount of at least:

\$50,000  \$100,000  \$250,000  \$500,000  \$1,000,000

**C. Sales Charge Waivers** (See current prospectus under "Sales Charge Waivers" for qualified purchaser types.)

Qualified Purchaser Category and Explanation \_\_\_\_\_

ALL DIVIDENDS AND CAPITAL GAINS WILL BE REINVESTED

**AUTOMATIC INVESTMENT PLAN**

- The initial investment is reduced to \$25.00 in each fund if an automatic investment plan is established.
- The minimum subsequent investment is \$25.00 in each fund.
- All contributions invested using the Automatic Investment Plan will be current year contributions.
- We will establish your banking instructions using the investment check you submitted unless you provide a voided check for another bank account.

I would like to automatically invest from my bank account to my BB&T Funds Account on the following basis. If you not indicate a frequency, then we will default to monthly.

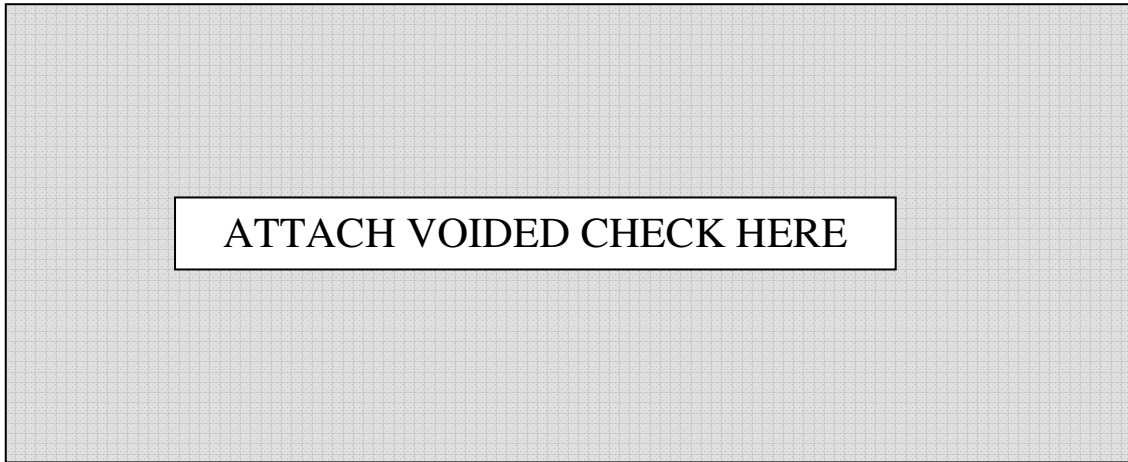
Monthly  Quarterly  Semi-annually  Annually

My contribution to the funds marked below will take place on the \_\_\_\_\_ (i.e. 15<sup>th</sup>) of the month, beginning in the month of \_\_\_\_\_ (i.e. April). If you do not indicate a date of the month, then we will default to the 15<sup>th</sup> of the month.

Fund Name	Select a Share Class (required)	
	A	C
Select Equity Fund	<input type="checkbox"/> (010)	<input type="checkbox"/> (210) \$ _____
Mid Cap Value Fund	<input type="checkbox"/> (012)	<input type="checkbox"/> (212) \$ _____
Sterling Capital Small Cap Value Fund	<input type="checkbox"/> (015)	<input type="checkbox"/> (215) \$ _____
International Equity Fund	<input type="checkbox"/> (020)	<input type="checkbox"/> (220) \$ _____
Special Opportunities Equity Fund	<input type="checkbox"/> (021)	<input type="checkbox"/> (221) \$ _____
Equity Income Fund	<input type="checkbox"/> (022)	<input type="checkbox"/> (222) \$ _____
Equity Index Fund	<input type="checkbox"/> (023)	<input type="checkbox"/> (223) \$ _____
Short U.S. Government Fund	<input type="checkbox"/> (040)	\$ _____
Intermediate U.S. Government Fund	<input type="checkbox"/> (041)	<input type="checkbox"/> (241) \$ _____
Total Return Bond Fund	<input type="checkbox"/> (042)	<input type="checkbox"/> (242) \$ _____
Kentucky Intermediate Tax Free Fund	<input type="checkbox"/> (043)	\$ _____
Maryland Intermediate Tax Free Fund	<input type="checkbox"/> (044)	\$ _____
North Carolina Intermediate Tax Free Fund	<input type="checkbox"/> (045)	\$ _____
South Carolina Intermediate Tax Free Fund	<input type="checkbox"/> (046)	\$ _____
Virginia Intermediate Tax Free Fund	<input type="checkbox"/> (047)	\$ _____
West Virginia Intermediate Tax Free Fund	<input type="checkbox"/> (048)	\$ _____
Prime Money Market Fund	<input type="checkbox"/> (050)	<input type="checkbox"/> (250) \$ _____
U.S. Treasury Money Market Fund	<input type="checkbox"/> (051)	<input type="checkbox"/> (251) \$ _____
National Tax Fee Money Market Fund	<input type="checkbox"/> (052)	\$ _____
Capital Manager Conservative Growth Fund	<input type="checkbox"/> (060)	<input type="checkbox"/> (260) \$ _____
Capital Manager Moderate Growth Fund	<input type="checkbox"/> (061)	<input type="checkbox"/> (261) \$ _____
Capital Manager Growth Fund	<input type="checkbox"/> (062)	<input type="checkbox"/> (262) \$ _____
Capital Manager Equity Fund	<input type="checkbox"/> (063)	<input type="checkbox"/> (263) \$ _____
Other _____	<input type="checkbox"/>	<input type="checkbox"/> \$ _____

**Total** \$ \_\_\_\_\_

**BANKING INSTRUCTIONS FOR AUTOMATIC INVESTMENT PLAN**



**TELEPHONE EXCHANGE PRIVILEGES**

I do not want the ability to exchange shares by telephone on this account.

**BENEFICIARY DESIGNATION**

Primary <input type="checkbox"/>	Contingent <input type="checkbox"/>	Name: _____	SSN: _____	Date of Birth: _____
		Address: _____	Relationship: _____	Share: _____%
Primary <input type="checkbox"/>	Contingent <input type="checkbox"/>	Name: _____	SSN: _____	Date of Birth: _____
		Address: _____	Relationship: _____	Share: _____%
Primary <input type="checkbox"/>	Contingent <input type="checkbox"/>	Name: _____	SSN: _____	Date of Birth: _____
		Address: _____	Relationship: _____	Share: _____%

Note, the share percentage must equal 100% for all Primary or all Contingent Beneficiaries. If neither the Primary nor the Contingent Beneficiary box is checked, the beneficiary will be deemed to be a Primary Beneficiary. If a trust is designated as a Beneficiary, please provide both the date of the trust and the name(s) of the trustee(s).

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). You may change your beneficiaries at any time by giving written notice to the Custodian. If you do not designate a beneficiary, or the beneficiary(ies) you designate predecease you, your surviving spouse will become the beneficiary of your IRA, if no surviving spouse or unmarried, your estate will become the beneficiary of your IRA.

I consent to the Beneficiary Designation.

Signature of Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than, or in addition to, the Participant's Spouse. Disclaimer for Community and Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, BB&T Funds and the IRA Custodian specifically disclaim any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.

**DEALER OR ADVISOR DESIGNATION**

- If you do not have a Dealer or Advisor assisting you with this transaction, please leave this section blank.

Firm Name: \_\_\_\_\_ Firm Number: \_\_\_\_\_

Representative's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Rep. Number: \_\_\_\_\_

Branch Address: \_\_\_\_\_ Branch Number: \_\_\_\_\_

---

## HOUSEHOLDING

---

**Householding:** In the event that family members in my household have multiple accounts in a single fund, I agree that BB&T Funds may send a **single copy** of that fund's updated prospectus, annual or semiannual report that is required to be delivered. I agree to notify BB&T Funds by phone, in writing or by email if I wish to stop householding, and receive multiple copies of these materials.

---

## TERMS AND CONDITIONS

---

I, the Participant, acknowledge that I have received and read the current Prospectus for each Fund, which I have designated for investment. I understand that all dividends and distributions from the Fund shares held in my Account will be reinvested in shares of the Fund from which received.

Each subsequent contribution will be invested based on the written instructions received with the contribution. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution. The Custodian, upon written instructions from you, may exchange any BB&T Funds shares for any other BB&T Funds shares in accordance with the then current prospectus.

**Custodial Fees:** \$15.00 annual maintenance fee per social security number. The participant may prepay the annual maintenance fee. If the fee is not prepaid, the Custodian will deduct the fee from the Account at year-end or at the time the Account is closed. The Custodian reserves the right to change the custodial fee, but will give at least 30 days written notice to the Participant of any fee changes. The Custodian will keep those records, identify and file returns and provide other information concerning your Account as required of Custodians by the Internal Revenue Code (IRC) and any Regulations issued or forms adopted by the Treasury Department of the United States.

I hereby establish a Roth Individual Retirement Account ("Roth IRA") under the terms and conditions contained in the accompanying Custodial Account Agreement, which is incorporated herein by reference. The combined instrument is hereinafter referred to as the "Agreement". I acknowledge receipt of a copy of the Custodial Account Agreement, this Application and Adoption Agreement, and the Disclosure Statement with respect to this IRA.

I direct that all benefits upon my death be paid as indicated on the beneficiary designation. If I named a beneficiary that is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

I understand and agree that this IRA becomes effective upon written acceptance by the Custodian, PFPC Trust Company, which written acceptance shall consist of a confirmation of transaction statement issued by the Custodian.

I (the Participant) certify under penalties of perjury that I am a US person (including a US resident alien) and that my Social Security Number is true, correct and complete and that this number is my Taxpayer Identification Number. (If you are a foreign person, use the appropriate Form W-8.)

**To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies persons opening accounts. To comply, we require your name, address, date of birth and government-issued identification number (generally, a Social Security Number) and other information that may help us identify you. We may ask for copies of related documentation and we may consult third-party databases to help verify your identity.**

X \_\_\_\_\_  
**Participant's Signature** **Date**

IRA Custodian: PFPC Trust Company, c/o PNC Global Investment Servicing, 101 Sabin Street, Pawtucket, RI 02860.

Shares of BB&T Funds are offered by the Distributor BB&T AM Distributors. The Distributor is not a bank, and shares of the Fund are not deposits or obligations of, or guaranteed or endorsed by, any bank nor are they federally insured or otherwise supported by the FDIC, the Federal Reserve Board or any other agency.

# TRANSFER OF ASSETS BB&T FUNDS ROTH IRA

Instructions for completing this form are provided on page 2

Page 1 of 2

## 1. Please tell us about yourself:

Name (Please print your name exactly as it appears on your Roth IRA.) \_\_\_\_\_ Date of Birth \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Street Address (P.O. Box is not acceptable) \_\_\_\_\_ Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ ( ) \_\_\_\_\_ Daytime Telephone \_\_\_\_\_

## 2. Please tell us where to invest. Complete items A or B, & C. (If this is a new account you must meet the fund minimum of \$1,000.00.)

- A.  I am opening a new Roth IRA and have attached the required application.
- B.  Deposit the proceeds into my existing Roth IRA. Account Number: \_\_\_\_\_
- C. Please purchase into the following funds or account:

Fund Name	Select a Share Class (required)		\$	or	%
	A	C			
Select Equity Fund	<input type="checkbox"/> (010)	<input type="checkbox"/> (210)	_____	or	_____ %
Mid Cap Value Fund	<input type="checkbox"/> (012)	<input type="checkbox"/> (212)	_____	or	_____ %
Sterling Capital Small Cap Value Fund	<input type="checkbox"/> (015)	<input type="checkbox"/> (215)	_____	or	_____ %
International Equity Fund	<input type="checkbox"/> (020)	<input type="checkbox"/> (220)	_____	or	_____ %
Special Opportunities Equity Fund	<input type="checkbox"/> (021)	<input type="checkbox"/> (221)	_____	or	_____ %
Equity Income Fund	<input type="checkbox"/> (022)	<input type="checkbox"/> (222)	_____	or	_____ %
Equity Index Fund	<input type="checkbox"/> (023)	<input type="checkbox"/> (223)	_____	or	_____ %
Short U.S. Government Fund	<input type="checkbox"/> (040)		_____	or	_____ %
Intermediate U.S. Government Fund	<input type="checkbox"/> (041)	<input type="checkbox"/> (241)	_____	or	_____ %
Total Return Bond Fund	<input type="checkbox"/> (042)	<input type="checkbox"/> (242)	_____	or	_____ %
Kentucky Intermediate Tax Free Fund	<input type="checkbox"/> (043)		_____	or	_____ %
Maryland Intermediate Tax Free Fund	<input type="checkbox"/> (044)		_____	or	_____ %
North Carolina Intermediate Tax Free Fund	<input type="checkbox"/> (045)		_____	or	_____ %
South Carolina Intermediate Tax Free Fund	<input type="checkbox"/> (046)		_____	or	_____ %
Virginia Intermediate Tax Free Fund	<input type="checkbox"/> (047)		_____	or	_____ %
West Virginia Intermediate Tax Free Fund	<input type="checkbox"/> (048)		_____	or	_____ %
Prime Money Market Fund	<input type="checkbox"/> (050)	<input type="checkbox"/> (250)	_____	or	_____ %
U.S. Treasury Money Market Fund	<input type="checkbox"/> (051)	<input type="checkbox"/> (251)	_____	or	_____ %
National Tax Fee Money Market Fund	<input type="checkbox"/> (052)		_____	or	_____ %
Capital Manager Conservative Growth Fund	<input type="checkbox"/> (060)	<input type="checkbox"/> (260)	_____	or	_____ %
Capital Manager Moderate Growth Fund	<input type="checkbox"/> (061)	<input type="checkbox"/> (261)	_____	or	_____ %
Capital Manager Growth Fund	<input type="checkbox"/> (062)	<input type="checkbox"/> (262)	_____	or	_____ %
Capital Manager Equity Fund	<input type="checkbox"/> (063)	<input type="checkbox"/> (263)	_____	or	_____ %
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	or	_____ %
<b>Total</b>			<b>\$</b> _____	<b>or</b>	<b>100</b> %

**3. Please tell us about your current plan and authorize the transfer from your current Custodian.**

- Check with your current Custodian for the correct address and if they need a Medallion Signature Guarantee to avoid delays.
- Attach a copy of a current statement if possible.

\_\_\_\_\_  
Name of current Custodian or Agent

\_\_\_\_\_  
Address of current Custodian or Agent

\_\_\_\_\_  
City State Zip Code

(\_\_\_\_\_) \_\_\_\_\_ Phone Number of Custodian

For Certificate of Deposits  Immediately  
 At Maturity Date \_\_\_\_\_

**Please transfer the following investments to PFPC Trust Company as Custodian for BB&T Funds Roth IRA.**

1. \_\_\_\_\_  
Fund Name or Type of Investment to be transferred

\_\_\_\_\_  
Account Number for Investment 1

Liquidate Entire Account  Transfer in Kind  
 Partial \$ \_\_\_\_\_ or shares \_\_\_\_\_

2. \_\_\_\_\_  
Fund Name or Type of Investment to be transferred

\_\_\_\_\_  
Account Number for Investment 2  
 Liquidate Entire Account  Transfer in Kind  
 Partial \$ \_\_\_\_\_ or shares \_\_\_\_\_

I authorize the Transfer of Assets as noted above to my BB&T Funds Roth IRA and authorize BB&T Funds and PFPC Trust Company to process this request on my behalf. I understand it is my responsibility to assure the prompt Transfer of Assets by the current Custodian. I have read and understand all information in the instructions and hereby provide the applicable certification.

**X** \_\_\_\_\_  
**Signature of IRA Participant (Required) Date**  
Medallion Signature Guarantee Stamp and Signature  
(If required by your current Custodian or transfer agent)

**TO BE COMPLETED BY PFPC TRUST COMPANY**

**ISSUE CHECK PAYABLE TO:** PFPC Trust Company as Custodian for BB&T Funds Roth IRA  
BB&T Funds FBO: \_\_\_\_\_  
Account No: \_\_\_\_\_

**INSTRUCTIONS TO THE SHAREHOLDER (PLEASE READ CAREFULLY):**

This form will be used by BB&T Funds to initiate a Transfer of Assets based on your request from an existing retirement plan account as designated on this form to your Roth IRA at BB&T Funds. Please remember that a Transfer of Assets can only occur between the SAME type of retirement plans, example Roth IRA to Roth IRA. When completed, please return the signed form, a copy of your current account statement, and the appropriate new account application for your IRA (if required) to:

**First Class Mail:**  
BB&T Funds  
c/o PNC Global Investment Servicing  
P.O. Box 9762  
Providence, RI 02940

**Overnight Mail:**  
BB&T Funds  
c/o PNC Global Investment Servicing  
101 Sabin Street  
Pawtucket, RI 02860  
1-800-228-1872

Insufficient information or incorrect forms will result in delays in processing your instructions. If you need assistance in completing this form please contact our Customer Service Representatives at 1-800-228-1872. We would be happy to help you. If you need additional forms please call 1-800-228-1872.

**INSTRUCTIONS TO RESIGNING CUSTODIAN or TRANSFER AGENT:**

Please liquidate the Participant's account(s) as specified above.

**Issue a check payable as indicated in section 3 and mail along with any other instructions to:**

**First Class Mail:**  
BB&T Funds  
P.O. Box 9762  
Providence, RI 02940

**Overnight Mail:**  
BB&T Funds  
c/o PNC Global Investment Servicing  
101 Sabin Street  
Pawtucket, RI 02860  
1-800-228-1872

**ACCEPTANCE BY PFPC TRUST COMPANY AS CUSTODIAN:**

PFPC Trust Company accepts its appointment as Custodian of the above referenced IRA and has established a Roth IRA as indicated by the shareholder on the front of this form under the Internal Revenue Code section 408(a) for IRAs under the shareholder's name in BB&T Funds. BB&T Funds and PFPC Trust Company, as Custodian, cannot accept assets other than cash. Upon receipt of the check, the proceeds will be credited to the named Participant's account.

Accepted by PFPC Trust Company, as Custodian for BB&T Funds Roth IRA.

\_\_\_\_\_  
Authorized Representative of PFPC Trust Company Date

**BB&T FUNDS ROTH IRA  
ROLLOVER / CONVERSION CERTIFICATION FORM**

Use this form to certify a rollover distribution from your current Roth IRA or eligible conversion distribution from a Traditional IRA **that you have physically received** to your BB&T Funds Roth IRA. You must complete the rollover within 60 calendar days of your receipt of that distribution.

Name (Please print your name exactly as it appears on your IRA.) \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date of Birth

Street Address \_\_\_\_\_ Social Security Number \_\_\_\_\_  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Daytime Telephone \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_

**TYPE OF ROLLOVER CONTRIBUTION** (Please check one)

- Roth IRA Rollover** - A distribution of all or part of your account balance from another Roth IRA which is being rolled over into your BB&T Funds Roth IRA within 60 days of receipt. Note that 365 days must have passed since you last received a rollover distribution from the distributing Roth IRA.
- Traditional IRA Conversion Distribution** - A distribution from a Traditional IRA which is being converted and/or rolled over into your BB&T Funds Roth IRA within 60 days of receipt. Ordinary income taxes must be paid on the distribution in the year of the distribution. You may not convert any portion of a Required Minimum Distribution (RMD).
- Qualified Domestic Relations Order Distribution.**

**CERTIFICATION**

I certify that the contribution described above is an eligible Roth IRA rollover / conversion contribution and that I am rolling over this contribution within 60 calendar days of my receipt of that distribution. I understand that this rollover is irrevocable and involves important tax considerations. Other tax considerations may also apply.

I agree that I am solely responsible for all tax consequences of this rollover contribution. I also agree that neither the Roth IRA Custodian nor BB&T Funds shall have responsibility for any such tax consequences. Other restrictions regarding subsequent rollovers of this rollover contribution may also apply.

**I have read and understand and agree to be legally bound by the terms of this form. I also understand that the IRA Custodian will rely on this form when accepting my rollover / conversion contribution. I understand that this rollover is irrevocable and may not be reversed in the future. I understand I am not eligible for a Conversion if my adjusted gross income (single or joint) exceeds \$100,000, or I am married and filing separately. I also understand that I am responsible for the movement of the rollover / conversion to my successor IRA, and that neither PFPC Trust Company, nor BB&T Funds have any duty to enforce the collection of any assets to be rolled over to my BB&T Funds Roth IRA.**

**X** \_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**CONVERSION FORM (EXTERNAL)  
BB&T FUNDS ROTH IRA**

To be completed when converting a Traditional IRA from another Custodian or Trustee to a BB&T Funds Roth IRA. A completed Roth IRA application must accompany this form, if applicable. Do not use this form for a Recharacterization.

BB&T Funds PO Box 9762 Providence, RI 02940 1-800-228-1872

**PARTICIPANT INFORMATION**

Name (Please print your name exactly as it appears on your Roth IRA.) \_\_\_\_\_ Date of Birth \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Street Address (P.O. Box is not acceptable) \_\_\_\_\_ Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Daytime Telephone \_\_\_\_\_(\_\_\_\_)\_\_\_\_-\_\_\_\_\_

**WITHHOLDING**

IRS regulations require the Custodian or Trustee of your Traditional IRA to withhold federal income taxes from the conversion distribution amount at the rate of 10% unless you elect not to have withholding apply. Withholding will apply to the entire amount of the conversion distribution, including the amount of any non-deductible contributions that may have been made to the Traditional IRA. You may still invest the entire amount of the conversion distribution into your BB&T Funds Roth IRA by using other assets to replace the amount withheld for federal income taxes. You may not convert any portion of a Required Minimum Distribution (RMD). Remember, if you use assets of your Traditional IRA to pay taxes on the conversion distribution amount (either by liquidating additional shares or by not replacing amounts withheld for federal income tax), the IRA assets used to pay those taxes will be considered a premature distribution (since they are not being converted into a Roth IRA or rolled over into another Traditional IRA) and may also be subject to a 10% early withdrawal penalty.

- I elect not to have federal income tax withheld from this conversion distribution from my Traditional IRA.
- I elect to have 10% federal income tax withheld from this conversion distribution from my Traditional IRA.
- I elect to have \_\_\_\_\_ % federal income tax withheld from this conversion distribution from my Traditional IRA.

**INSTRUCTIONS FOR CURRENT CUSTODIAN**

\_\_\_\_\_  
Name of current Custodian or Agent

\_\_\_\_\_  
Address of current Custodian or Agent

\_\_\_\_\_  
City State Zip Code

(\_\_\_\_)\_\_\_\_-\_\_\_\_\_  
Telephone Number of Custodian

I authorize the above Custodian of my Traditional IRA to liquidate the account(s) indicated for the purpose of converting them to a Roth IRA with BB&T Funds. I authorize my current Custodian to issue a check payable to BB&T Funds for the benefit of my Roth IRA at BB&T Funds. I understand it is my responsibility to assure the prompt conversion of assets by the current Custodian. I understand I am not eligible for a conversion if my adjusted gross income exceeds \$100,000 (single or joint) or if I am married and filing separately. I understand the conversion is irrevocable. I agree I am solely responsible for all tax consequences of this conversion. I authorize BB&T Funds and PFPC Trust Company to process this request on my behalf.

Please transfer the following investments to PFPC Trust Company as Custodian for BB&T Funds Roth IRA.

1. \_\_\_\_\_  
Fund Name or Type of Investment to be transferred

Account Number for Investment 1 \_\_\_\_\_

- Liquidate Entire Account
- Partial \$ \_\_\_\_\_ or shares \_\_\_\_\_

2. \_\_\_\_\_  
Fund Name or Type of Investment to be transferred

Account Number for Investment 2 \_\_\_\_\_

- Liquidate Entire Account
- Partial \$ \_\_\_\_\_ or shares \_\_\_\_\_

**X** \_\_\_\_\_  
**Signature of IRA Participant (Required) Date**  
Medallion Signature Guarantee Stamp and Signature (If required by your current Custodian or transfer agent).

**TO BE COMPLETED BY PFPC TRUST COMPANY**

**ISSUE CHECK PAYABLE TO:** PFPC Trust Company as Custodian for BB&T Funds Roth IRA

BB&T Funds FBO: \_\_\_\_\_

Account No: \_\_\_\_\_

**CONVERSION FORM (INTERNAL)  
BB&T FUNDS ROTH IRA**

To be completed when converting a Traditional IRA to a ROTH IRA within BB&T Funds. If you are opening a new Roth IRA account with the conversion contribution included a Roth IRA application. Do not use this form for a Recharacterization.

BB&T Funds PO Box 9762 Providence, RI 02940 1-800-228-1872

**PARTICIPANT INFORMATION**

Name (Please print your name exactly as it appears on your Roth IRA.) \_\_\_\_\_ Date of Birth \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Street Address (P.O. Box is not acceptable) \_\_\_\_\_ Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ ( ) \_\_\_\_\_ Daytime Telephone \_\_\_\_\_

**WITHHOLDING**

IRS regulations require PFPC Trust Company, Custodian of your BB&T Funds Traditional IRA, to withhold federal income taxes from the conversion distribution amount at the rate of 10% unless you elect not to have withholding apply. Withholding will apply to the entire amount of the conversion distribution, including the amount of any non-deductible contributions that may have been made to your BB&T Funds Traditional IRA. You may not convert any portion of a Required Minimum Distribution (RMD). You may still invest the entire amount of the conversion distribution into your BB&T Funds Roth IRA by using other assets to replace the amount withheld for federal income taxes. Remember, if you use assets of your BB&T Funds Traditional IRA to pay taxes on the conversion distribution amount (either by liquidating additional shares or by not replacing amounts withheld for federal income tax), the IRA assets used to pay those taxes will be considered a premature distribution (since they are not being converted into a Roth IRA or rolled over into another Traditional IRA) and may also be subject to a 10% early withdrawal penalty.

- I elect not to have federal income tax withheld from this conversion distribution from my Traditional IRA.
- I elect to have 10% federal income tax withheld from this conversion distribution from my Traditional IRA.
- I elect to have \_\_\_\_\_ % federal income tax withheld from this conversion distribution from my Traditional IRA.

**INSTRUCTIONS**

Indicate below the existing BB&T Funds Traditional IRA you wish to convert to a BB&T Funds Roth IRA:

- 1. \_\_\_\_\_  
Fund Name Account Number Amount to Convert
- 2. \_\_\_\_\_  
Fund Name Account Number Amount to Convert
- 3. \_\_\_\_\_  
Fund Name Account Number Amount to Convert

- Full Account Conversion: Convert the entire balance of my BB&T Funds Traditional IRA(s) in kind (in the form of shares of the same fund portfolio) to a BB&T Funds Roth IRA.
- Partial Account Conversion: Convert only those accounts or amount indicated below from my BB&T Funds Traditional IRA(s) in kind (in the form of shares of the same fund portfolio) to a BB&T Funds Roth IRA.

**CERTIFICATION**

I authorize BB&T Funds and PFPC Trust Company to make the above requested distribution from my BB&T Funds Traditional IRA(s) and use the distribution(s) to purchase a conversion contribution(s) to a BB&T Funds Roth IRA in the same fund. I certify that the contribution described above is an eligible Roth IRA conversion.

I agree that I am solely responsible for all tax consequences of this conversion. I also agree that neither BB&T Funds nor the Roth IRA Custodian shall have responsibility for any tax consequences.

I have read and understand and agree to be legally bound by the terms of this form. I also understand that PFPC Trust Company, the Custodian of BB&T Funds Traditional IRA and Roth IRA, and their agents will rely on this form when accepting my conversion contribution. I understand I am not eligible for a conversion if my adjusted gross income exceeds \$100,000 (joint or single) or if I am married and filing separately. I understand this conversion is irrevocable.

**X** \_\_\_\_\_  
**Participant's Signature**

\_\_\_\_\_  
**Date**

**BB&T FUNDS ROTH IRA  
WITHDRAWAL AUTHORIZATION and INSTRUCTIONS FOR DISTRIBUTION**

PO Box 9762 Providence, RI 02940

Page 1 of 2

Call 1-800-228-1872 for assistance with this form

**PLEASE TELL US ABOUT YOURSELF (If you are a beneficiary, please complete an application and attach)**

NAME: \_\_\_\_\_  
(Please print your name exactly as it appears on your Roth IRA)

SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MM DD YY

ADDRESS: \_\_\_\_\_  
STREET ADDRESS CITY STATE ZIP

FUND(s): \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

**REASON FOR DISTRIBUTION (Section A or B will apply)**

**A.) NON-QUALIFIED DISTRIBUTION - Participant has not met the 5-year holding requirement. Check the box that applies.**

- 1. Normal Distribution - If you are the participant and age 59 1/2 or older.
- 2. Early (premature) distribution - Participant is under age 59 1/2, including distributions due to medical expenses, health insurance premiums, higher education expenses, first time homebuyer expenses, or other reason.
- 3. Substantially equal periodic payments within the meaning of section 72(t) of the Internal Revenue Code.
- 4. Death - If you are a beneficiary contact Shareholder Services regarding additional document requirements.
- 5. Permanent Disability - You certify that you are disabled within the meaning of section 72(m)(7) of the Internal Revenue Code.
- 6. Transfer Incident to Divorce or Legal Separation - contact Shareholder Services regarding additional document requirements.
- 7. Removal of Excess Contribution. - Year of Excess Contribution. \_\_\_\_\_
- 8. Other \_\_\_\_\_ \*Revocation - refer to the Disclosure Statement regarding your revocation rights.

**B.) QUALIFIED DISTRIBUTION**

This Roth IRA distribution satisfies the 5-year holding period requirement:  Yes

The distribution is made under the following reason (check one):

- 1. You are the participant and age 59 1/2 or older.
- 2. To a beneficiary on or after the participant's death - If you are a beneficiary contact Shareholder Services regarding documentation requirements.
- 3. You certify that you are disabled within the meaning of section 72(m)(7) of the Internal Revenue Code.

All required documentation must be received in good order before the distribution request will be honored. All legal documents must be certified and a Medallion Signature Guarantee may be required for the IRA owner/beneficiary or spouse.

**PAYMENT METHOD (All checks will be made payable to the registered account owner)**

Partial Distribution Amount \$ \_\_\_\_\_  Net  Gross **or** Mutual Fund Shares \_\_\_\_\_

Total Distribution of Account Balance

Fixed Amount \$ \_\_\_\_\_ **Frequency:**  Monthly  Quarterly  
 Semi-annually  Annually

Start Date: \_\_\_\_\_

Mail to my address currently on file.

\*Mail to the following address: \_\_\_\_\_  
(\*Medallion Signature Guarantee required.)

Purchase funds into my existing non-retirement mutual fund account  
Account Number \_\_\_\_\_ Fund Name \_\_\_\_\_

NEW ACCOUNT: check here and attach completed application to purchase funds into a new mutual fund account.

\*Purchase funds into my existing non-retirement mutual fund account at another financial institution.  
(\*Medallion Signature Guarantee required.)

Financial Institution's Name \_\_\_\_\_ Account Number \_\_\_\_\_

Mailing Address \_\_\_\_\_

**STATE INCOME TAX WITHHOLDING ELECTION**

Your state of residence will determine your state income tax withholding requirements, if any. Those states with mandatory withholding will require state income tax to be withheld from payments if federal taxes are withheld. Voluntary states let individuals determine whether they want state taxes withheld. Some states have no income tax on retirement payments. You may wish to consult with a tax advisor or your state's tax authority for additional information on your state requirements.

I elect **TO NOT** have state income tax withheld from my retirement account distributions (only for residents of states that do not require mandatory state tax withholding).

I elect **TO** have the following dollar amount or percentage from my retirement account distribution withheld for state income taxes (for residents of states that allow voluntary state tax withholding).

\$ \_\_\_\_\_ or \_\_\_\_\_ %

**WITHHOLDING ELECTION**

Generally, IRA distributions are subject to 10% withholding unless you elect to have an additional amount withheld or elects to have no withholding. You may make a withholding election by selecting one of the options below. Your election will remain in effect for any subsequent distributions unless you change or revoke it by providing us with a new election.

Please select one of the following:

- Do not withhold Federal Income Tax
- Withhold 10% Federal Income Tax
- Withhold \_\_\_\_\_ % Federal Income Tax (must be greater than 10%)

**Caution:** Even if you elect not to have Federal Income Tax withheld, you are liable for payment of Federal Income Tax on the taxable portion of your distribution. You also may be subject to tax penalties under the estimated tax payment rule if your payments of estimated tax and withholding, if any, are not adequate.

When completed, please return the signed form to:

<b>First Class Mail:</b>	<b>Overnight Mail:</b>
BB&T Funds	BB&T Funds
c/o PNC Global Investment Servicing	c/o PNC Global Investment Servicing
P.O. Box 9762	101 Sabin Street
Providence, RI 02940	Pawtucket, RI 02860
	1-800-228-1872

**SIGNATURE**

I certify that I am the participant authorized to make these elections and that all information provided is true and accurate. I further certify that no tax or legal advice has been given to me by the Custodian, Mutual Fund, or any agent of either of them, and that all decisions regarding the elections made on this form are my own. The Custodian is hereby authorized and directed to distribute funds from my account in the manner requested. The Custodian may conclusively rely on this certification and authorization without further investigation or inquiry. I expressly assume responsibility for any adverse consequences which may arise from the election(s) and agree that the Custodian, Mutual Fund, and their agents shall in no way be responsible, and shall be indemnified and held harmless, for any tax, legal or other consequences of the election(s) made on this form. This form may only be used for one account. If you have another account from which you wish to take distributions, please fill out a separate form.

X \_\_\_\_\_ Date \_\_\_\_\_  
**Participant's Signature (or beneficiary's signature if participant is deceased.)**

Medallion Signature Guarantee - Medallion Stamp\*

\*(The Medallion Signature Guarantee may be executed by banks, broker dealers, credit unions, national securities exchanges and savings associations which participate in STAMP, SEMP or NYSE-MSP. A notary public is not a substitute for a Medallion Signature Guarantee. The Medallion Signature Guarantee stamp must include the words "SIGNATURE GUARANTEED, MEDALLION GUARANTEED" and otherwise comply with the medallion program requirements. Please check your fund prospectus or with your fund as to whether a signature guarantee is required.)