



INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT ADOPTION AGREEMENT

Please complete this application to establish a new Traditional IRA or Roth IRA. This application must be preceded or accompanied by a current IRA Disclosure Statement and Custodial Agreement.

For Additional Copies or Assistance

If you need additional copies of this application, or would like assistance completing it, please call Marathon Value Portfolio at **1-800-788-6086**.

Instructions

1. If you are requesting a transfer or direct rollover of current plan assets (held by another custodian) you must complete the IRA Transfer of Assets Form in addition to this form.
2. Mail this application to:
Marathon Value Portfolio
c/o Gemini Fund Services, LLC
PO Box 541150
Omaha, NE 68154-1150
3. Retain a copy for your records.

Custody Fee

The Custody Fee is \$15 annually per account. The Custody Fee may be increased in the future. You will be notified in writing 90 days prior to any fee increases.

Marathon Value Portfolio Privacy Policy Statement

Your privacy is important to us. Marathon Value Portfolio is committed to maintaining the confidentiality, integrity and security of your personal information. When you provide personal information, the Fund believes that you should be aware of policies to protect the confidentiality of that information.

The Fund collects the following nonpublic personal information about you:

- Information we receive from you on or in applications or other forms, correspondence, or conversations, including, but not limited to, your name, address, phone number, social security number, assets, income and date of birth; and
- Information about your transactions with us, our affiliates, or others, including, but not limited to, your account number and balance, payments history, parties to transactions, cost basis information, and other financial information.

The Fund does not disclose any nonpublic personal information about our current or former shareholders to nonaffiliated third parties, except as permitted by law. For example, the Fund is permitted by law to disclose all of the information we collect, as described above, to our transfer agent to process your transactions. Furthermore, the Fund restricts access to your nonpublic personal information to those persons who require such information to provide products or services to you. The Fund maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

In the event that you hold shares of the Fund through a financial intermediary, including, but not limited to, a broker-dealer, bank, or trust company, the privacy policy of your financial intermediary would govern how your nonpublic personal information would be shared with nonaffiliated third parties.

Anti-Money Laundering

The USA PATRIOT Act, signed by President Bush in 2001, is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on all financial institutions including Marathon Value Portfolio. As part of our required anti-money laundering procedures in order to identify you, we may ask you to provide various identification documents or other information when you open or make certain changes to your account. Until you provide the information or documents we need, we may not be able to open an account or effect any additional transactions for you.

For questions about these policies, or for additional copies of Marathon Value Portfolio Privacy Policy Statement(s), please contact the Fund at **1-800-788-6086** or at PO Box 541150, Omaha, NE 68154-1150.

I, the person signing this Adoption Agreement (hereinafter called the "Owner"), establish an Individual Retirement Account (IRA), which is either a Traditional IRA or a Roth IRA, as indicated below, (the "Account") with Constellation Trust Company as Custodian ("Custodian"). A Traditional IRA operates under Internal Revenue Code Section 408(a). A Roth IRA operates under Internal Revenue Code Section 408A. I agree to the terms of my Account, which are contained in the applicable provisions of the document entitled Constellation Trust Company Traditional/Roth Individual Retirement Account Custodial Agreement and this Adoption Agreement. I certify the accuracy of the information in this Adoption Agreement. My Account will be effective upon acceptance by Custodian.

1. IRA ACCOUNT REGISTRATION

_____ Owner's Name (First, Middle, Last)	_____ Social Security Number
_____ Street Address	_____ Date of Birth
_____ City, State, Zip	_____ Daytime Telephone
_____ Email Address	_____ Evening Telephone

Please send mail to the address below. Please provide your primary legal address above, in addition to any mailing address (if different).

Street Address

City, State, Zip

2. DUPLICATE STATEMENTS (For Dealers, Financial Planners, Interested Parties)

_____ Name	_____ Company
_____ Street Address	_____ Date of Birth
_____ City, State, Zip	_____ Daytime Telephone
_____ Broker/Dealer Code	_____ Branch (if applicable)

Please mark the appropriate box:

- Interested Party Broker/Dealer Financial Planner Trust Administrator

3. TRADITIONAL IRA ELECTION

If you wish to open a Traditional IRA, provide all applicable information below. The requirements for a valid rollover are complex. See the Traditional IRA Disclosure Statement for additional information and consult your tax advisor for help if needed. Direct Rollovers are described in the Traditional IRA Disclosure Statement.

A. Traditional IRA

(The minimum initial investment in the Fund is \$2,500.)

1. Annual Contributions

- Check enclosed in the amount of \$_____ representing current contribution for tax year 20_____.
This contribution does not exceed the maximum permitted amount for the year of contribution as described in the Traditional IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current year.

2. Transfer

- Transfer of existing Traditional IRA directly from current Custodian or Trustee. Complete the IRA Transfer of Assets Form. *[If this transfer includes any nondeductible contributions to the transferring account, indicate the amount of nondeductible contributions included in this transfer: \$_____.]*

3. Rollover

- Rollover of a withdrawal from another Traditional IRA or of an eligible rollover distribution from an employer qualified plan, 403(b) arrangement or eligible 457 plan. Check enclosed in the amount of \$_____. [If this rollover contribution constitutes all or part of either a withdrawal from another Traditional IRA or an eligible rollover distribution from an employer qualified plan or 403(b) arrangement, and if it includes any after-tax (or nondeductible) contributions to such other Traditional IRA or employer qualified plan or 403(b) arrangement, indicate the amount of after-tax contributions included in this rollover contribution: \$_____.]

4. Direct Rollover

- Direct rollover of an eligible rollover distribution from an employer qualified plan, 403(b) arrangement or eligible 457 plan. [If this is a direct rollover contribution from an employer qualified plan or 403(b) arrangement, and if it includes any after-tax (or nondeductible) contributions to such employer qualified plan or 403(b) arrangement, indicate the amount of after-tax contribution included in this direct rollover: \$_____]

5. Recharacterization of an existing IRA

- If Constellation Trust Company is the current Custodian, please provide current Roth IRA Account Number:_____. Indicate amount recharacterized, if less than entire account balance: \$_____. (If no amount is inserted here, we will recharacterize the entire account balance.) If current Roth IRA is with another custodian or trustee, please complete the IRA Transfer of Assets Form.

6. SEP Provision

- Owner intends to use this Account in connection with a SEP Plan or grandfathered SARSEP Plan established by the Owner's employer.

4. ROTH IRA ELECTION

If you wish to open a Roth IRA, provide all applicable information below.

Tax Withholding Election for Conversion. Under IRS rules, a conversion of a Traditional IRA to a Roth IRA is treated for income tax purposes as a distribution of taxable amounts in the Traditional IRA. IRS rules also require the custodian to withhold 10% of the conversion amount for federal income taxes unless no withholding has been elected. See IRS Publication 505, Tax Withholding and Estimated Tax for more information. State tax withholding may also apply if federal income tax is withheld.

B. ROTH IRA

(The minimum initial investment in the Fund is \$2,500.)

1. Annual Contributions

- Check enclosed in the amount of \$_____ representing current contribution for tax year 20____. This contribution does not exceed the maximum permitted amount for the year of contribution as described in the Roth IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current year.

2. Conversion

- Conversion of existing Traditional IRA with Constellation Trust Company Account No:_____ to a Roth IRA with Constellation Trust Company.

Amount to Convert: All Part (please specify): \$_____ or _____%.

Caution: Withholding income taxes from the amount converted (instead of paying applicable income taxes from another source) may adversely impact the expected financial benefits of converting from a Traditional to a Roth IRA (consult your financial adviser if you have a question). Because of this impact, by electing to convert a Traditional IRA to a Roth IRA, you are deemed to elect no withholding unless you specify otherwise herein.

- No income tax withholding Withhold 10% for income tax Withhold _____% for income tax

3. Conversion of Existing Traditional IRA

- Rollover or Transfer from existing Traditional IRA with another custodian or trustee to a Roth IRA with Constellation Trust Company.

4. Rollover or Transfer of Existing Roth IRA

- Rollover or Transfer from existing Roth IRA with another custodian or trustee to a Roth IRA with Constellation Trust Company. Date existing Roth IRA was originally opened: _____ Please complete the IRA Transfer of Assets Form if either 3 or 4 is checked and the transaction is a transfer (as opposed to a rollover).

5. INVESTMENT SELECTION (The minimum initial investment in the Fund is \$2,500.)

Marathon Value Portfolio \$ _____

- By check: Make check payable to the **Marathon Value Portfolio** in the amount of \$_____
- By wire: Call 1-800-788-6086 to indicate the amount of wire \$_____

I acknowledge that I have sole responsibility for my investment choices and that I have received a current prospectus for each Fund and class I select. Please read the prospectus of the Funds selected before investing.

Third Party checks are not accepted.

6. AUTOMATIC INVESTMENT PLAN (AIP)

AIP allows you to add regularly to the Fund by authorizing us to deduct money directly from your checking account every month. Your bank must be a member of the Automated Clearing House (ACH). **Attach a voided check.**

Please transfer \$_____ (**\$100 minimum**) from my bank account:

Monthly Quarterly on the _____ day of the month Beginning: ____/____/____

Important Note: If the AIP date falls on a holiday or weekend the deduction from your checking or savings account will occur on the next business day.

Name on Bank Account	Account Number
Bank Name	Bank Routing/ABA #
Signature of Bank Account Holder	Signature of Joint Owner

7. BENEFICIARY(IES)

As Owner, I hereby make the following designation of beneficiary in accordance with the Constellation Trust Company Traditional Individual Retirement Custodial Account or Roth Individual Retirement Custodial Account:

In the event of my death, pay any interest I may have under my Account to the following Primary Beneficiary or Beneficiaries who survive me. Make payment in the proportions specified below (or in equal proportions if no different proportions are specified). If any Primary Beneficiary predeceases me, his share is to be divided among the Primary Beneficiaries who survive me in the relative proportions assigned to each such surviving Primary Beneficiary. If none of the Primary Beneficiaries survives me, pay any interest I may have under my Account to the following Alternate Beneficiary or Beneficiaries who survive me. Make payment in the proportions specified below (or in equal proportions if no different proportions are specified). If any Alternate Beneficiary predeceases me, his share is to be divided among the Alternate Beneficiaries who survive me in the relative proportions assigned to each such surviving Alternate Beneficiary. Proportions for Beneficiaries must total 100%.

Primary Beneficiaries

Primary Beneficiary Name (First, Middle, Last)	Share %
Relationship	Date of Birth (month/day/year) Taxpayer ID Number
Primary Beneficiary Name (First, Middle, Last)	Share %
Relationship	Date of Birth (month/day/year) Taxpayer ID Number
Primary Beneficiary Name (First, Middle, Last)	Share %
Relationship	Date of Birth (month/day/year) Taxpayer ID Number

Alternate Beneficiaries

Alternate Beneficiary Name (First, Middle, Last)		Share %
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number
Alternate Beneficiary Name (First, Middle, Last)		Share %
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number
Alternate Beneficiary Name (First, Middle, Last)		Share %
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number

This Designation of Beneficiary may have important tax or estate planning effects. If you cannot accomplish your estate planning objectives by using this Section to designate your beneficiary(ies) (for example, if you wish to provide that the surviving children of a beneficiary who predeceases you should take that beneficiary's share by right of representation), you may submit another form of written beneficiary designation to the Custodian.

Any amount remaining in the Account that is not disposed of by a proper Designation of Beneficiary will be distributed to your estate (unless otherwise required by the laws of your state of residence). You may change the beneficiary(ies) named above at anytime by filing a new Designation of Beneficiary with the Custodian. Any subsequent Designation filed with the Custodian will revoke all prior Designations, even if the subsequent designation does not dispose of your entire Account.

Spousal Consent*

I am the spouse of the above-named Owner. I acknowledge that I have received a full and reasonable disclosure of my spouse(s) property and financial obligations. Due to any possible consequences of giving up my community or marital property interest in this IRA, I have been advised to see a tax professional or legal advisor. I hereby consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequence that may result. No tax or legal advice was given to me by the Custodian, Marathon Value Portfolio or the Sponsor.

Signature of Spouse	Date (month/day/year)
Signature of Witness	Date (month/day/year)

*This section should be reviewed if the Owner is married and designates a beneficiary other than the spouse. It is the Owner(s) responsibility to determine if this section applies. The Owner may need to consult with legal counsel. Neither the Custodian, Marathon Value Portfolio nor the Sponsor are liable for any consequences resulting from a failure of the Owner to provide proper spousal consent.

8. DEALER/REGISTERED INVESTMENT ADVISOR INFORMATION

If opening your account through a Broker/Dealer or Registered Investment Advisor, please have them complete this section.

Dealer Name	Representative's Last Name,	First Name
DEALER HEAD OFFICE	REPRESENTATIVE'S BRANCH OFFICE	
Address	Address	
City, State, Zip	City, State, Zip	
Telephone Number	Telephone Number	Rep's ID
Branch Number	Branch Number	
Email Address	Email Address	

9. STATE ESCHEATMENT LAWS

Escheatment laws adopted by various states require that personal property that is deemed to be abandoned or ownerless, including mutual fund shares and bank deposits, be transferred to the state. Under such laws, ownership of your Fund shares may be transferred to the appropriate state if no activity occurs in your account within the time period specified by applicable state law. The Fund retains a search service to track down missing shareholders and will escheat an account only after several attempts to locate the shareholder have failed. To avoid this from happening to your account, please keep track of your account and promptly inform the Fund of any change in your address.

10. SIGNATURES AND CERTIFICATIONS

By signing below, under penalties of perjury, I certify that: 1) The number shown on this form is my correct taxpayer identification number, and 2) I am not subject to back up withholding because; (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). I further acknowledge that I have the sole responsibility for my investment choices and that I have received and read a current prospectus for Marathon Value Portfolio. I release the Funds and their agents and representatives from all liability and agree to indemnify them from any and all losses, damages or costs for acting in good faith in accordance with instructions, including telephone instructions, believed to be genuine. I certify that I have the authority to establish this account and the information provided herein is accurate and complete. I agree to notify Marathon Value Portfolio promptly in writing if any information contained in this application changes.

If I have indicated a Traditional IRA Rollover or Direct Rollover above, I certify that, if the distribution is from another Traditional IRA, that I have not made another rollover within the one-year period immediately preceding this rollover; that such distribution was received within 60 days of making the rollover to this Account; and that no portion of the amount rolled over is a required minimum distribution under the required distribution rules or a hardship distribution from an employer qualified plan or 403(b) arrangement or eligible 457 plan.

If I have indicated a Conversion, Transfer or a Rollover of an existing Traditional IRA to a Roth IRA, I acknowledge that the amount converted will be treated as taxable income (except for any prior nondeductible contributions) for federal income tax purposes, and certify that no portion of the amount converted, transferred or rolled over is a required minimum distribution under applicable rules. If I have elected to convert an existing Traditional IRA with Constellation Trust Company as custodian to a Roth IRA and have elected no withholding, I understand that I may be required to pay estimated tax and that insufficient payments of estimated tax may result in penalties.

If I have indicated a rollover from another Roth IRA, I certify that the information given herein is correct and acknowledge that adverse tax consequences or penalties could result from giving incorrect information. I certify that any rollover contribution to the Roth IRA was completed within 60 days after the amount was withdrawn from the other IRA.

I have received and read the applicable sections of the IRA Disclosure Statements relating to this Account, the Custodial Agreement, and this Adoption Agreement. I understand that my Account will be charged an annual Custody Fee as set forth on the first page of this Adoption Agreement. I understand that I have the right to revoke this Individual Retirement Account within seven (7) days of receiving the IRA Disclosure Statements by notifying Marathon Value Portfolio in writing.

I acknowledge that it is my sole responsibility to report all contributions to or withdrawals from the Account correctly on my tax returns, and to keep necessary records of all my IRAs (including any that may be held by another custodian or trustee) for tax purposes. All forms must be acceptable to the Custodian and dated and signed by me.

Signature

_____/_____/_____
Date (month/day/year)

11. CUSTODIAN ACCEPTANCE

Constellation Trust Company will accept appointment as Custodian of the Owner's Account. However, this Agreement is not binding upon the Custodian until the Owner has received a statement confirming the initial transaction for the Account. Receipt by the Owner of a confirmation of the purchase of the Fund shares indicated above will serve as notification of Constellation Trust Company's acceptance of appointment as Custodian of the Owner's Account.

TO CONTACT US:

By Telephone

Toll-free 1-800-788-6086

In Writing

Marathon Value Portfolio
c/o Gemini Fund Services, LLC
PO Box 541150
Omaha, NE 68154-1150

Internet

www.marathonvalue.com

Overnight Mail

17605 Wright Street, Suite 2
Omaha, NE 68130

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