

Form **5305-RA** (Rev. April 2017) Department of the Treasury Internal Revenue Service
The depositor and the custodian make the following agreement:

(Under section 408A of the Internal Revenue Code)

Do Not File with
Internal Revenue Service

☐ Amendment

Article I. Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d) (6), the custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these 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 depositor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married depositor filing jointly, between AGI of \$186,000 and \$196,000; and for a married depositor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).

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 depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below.

- (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the 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 all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).

2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

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 inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

Article VIII. This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application that accompanies this agreement.

Article IX.

9.01 Roth Beneficiary IRA Documents. This Internal Revenue Service (IRS) Forms 5305 series agreement for Roth IRAs, amendments, application, beneficiary designation, disclosure statement, and other documentation, if any, set forth the terms and conditions governing your beneficiary

individual retirement account (IRA) and your or, after your death, your successor beneficiary's relationship with us. Articles I through VIII of the IRS 5305 agreement have been reviewed and approved by the IRS. The disclosure statement sets forth various IRA rules in simpler language. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

9.02 Use of These Roth Beneficiary IRA Documents. IRS Form 5305-RA was initially designed by the IRS for use by a depositor to establish his/her own IRA. Beneficiary IRAs are specifically permitted by the IRS; however, they are subject to certain special rules, which are described below and in the disclosure statement. The IRS has not created a form 5305 series agreement specifically designed for a beneficiary IRA. Therefore, the standard IRS Form 5305-RA is used as the basis for our agreement with you. However, certain provisions of Articles I through VIII and the instructions of this IRS Form 5305-RA do not apply to you, as beneficiary of the depositor, or to your Roth Beneficiary IRA. On the other hand, Articles III, IV, V.1, V.2, VI, and VIII generally apply to you in the same manner as provided for the depositor.

9.03 Definitions.

- (a) **"Application"** means the Roth Beneficiary IRA Application, as signed by the beneficiary.
- (b) **"Roth Beneficiary"** means the individual or entity named as Roth Beneficiary IRA Accountholder on this Application or any successor beneficiary who becomes an owner of this Roth Beneficiary IRA.
- (c) **"Eligible Retirement Plan" (ERP)** includes qualified trusts under Section 401(a), annuity plans under IRC Section 403(a), annuity contracts under IRC Section 403(b), and certain governmental IRC Section 457(b) plans. Common names for these plans include 401(k), profit sharing, pension, money purchase, federal thrift savings, and tax-sheltered annuity plans.
- (d) **"Depositor"** means the original IRA accountholder who established the Roth IRA (or plan participant in the ERP) and who has died.
- (e) **"Custodian"** means the entity named as Custodian on the Roth Beneficiary IRA Application, and any successor. References to "you," "your," and "Roth Beneficiary IRA accountholder" will mean the beneficiary, and "we," "us," and "our" will mean the custodian. The terms "you" and "your" will apply to you. In the event you appoint a third party, or have a third party appointed on your behalf, to handle certain transactions affecting your IRA, such agent will be considered "you" for purposes of this agreement. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

9.04 Contributions. Notwithstanding the provisions of Articles I and II, the contributions permitted to this Roth Beneficiary IRA are transfers from the original deceased owner's Roth IRA, transfers from an existing Roth beneficiary IRA to establish this Roth Beneficiary IRA, rollovers or direct rollovers by a beneficiary from the original deceased plan participant's ERP, or any other contributions permitted by law. If this Roth Beneficiary IRA holds amounts previously in the depositor's Roth IRA, you may be able to make a trustee-to-trustee transfer from a Roth IRA inherited from the same depositor. Also, other types of contributions by a surviving spouse are deemed to be an election to treat this Roth Beneficiary IRA as his/her own.

9.05 Cash or In-Kind Contributions. We may accept transfer and rollover contributions in cash or in kind from other Roth beneficiary IRAs, ERPs, and as allowed by law. Prior to completing such a transaction, we may require that you provide certain information in a format acceptable to us. In-kind contributions will be valued according to our policies and procedures at the time of the contribution.

9.06 Investment of Roth Beneficiary IRA Assets.

This Roth beneficiary IRA is being offered in conjunction with broker-dealers affiliated with us. The investment services and options are provided by those affiliated broker-dealers. Your investment account will be held by Pershing, LLC.

Your broker-dealer will provide you with information regarding the self-directed investment options available to you, including non-deposit investments such as annuities, mutual funds, stocks, bonds and government, municipal and U.S. Treasury securities. Deposit investments may also be

available, including savings, share and/or money market accounts, and certificates of deposit. These investments are subject to investment risks, including possible loss of the principal amount invested.

Contributions will be invested by your broker-dealer in accordance with your instructions. If you fail to provide instructions, we will either return the contribution to your employer or hold all or part of it. We are not responsible for any losses you may incur by failing to provide appropriate investment directions to your broker-dealer. Your investments will generally be registered in our name or in Pershing or its nominee's name for the benefit of your Roth beneficiary IRA.

Based on our policies and those of your broker-dealer, we may allow you to delegate investment responsibility to your agent. You are solely responsible for the actions of your agent, as neither we nor your broker-dealer will monitor your agent's actions. We are not responsible for the suitability of your investments.

Certain investment fees may be charged to your Roth beneficiary IRA and cannot be paid by you. In those instances, we, your broker-dealer and/or Pershing may liquidate your investments to pay these fees and expenses, federal tax levies or other assessments on your Roth beneficiary IRA. If you do not give us, your broker-dealer or Pershing direction regarding which investments to liquidate, the investments to liquidate will be chosen by us, your broker-dealer or Pershing.

9.07 Distributions. Withdrawal requests must be in a format acceptable to us, and/or on forms provided by us. We may require you, or your successor beneficiary after your death, to elect a distribution reason, provide documentation, and provide a proper tax identification number before we process a distribution. Distributions will generally be in cash or in kind based on our policies. In-kind distributions will be valued according to our policies at the time of the distribution.

Required minimum distributions (RMDs) will be based on Internal Revenue Code (IRC) Section 401(a)(9)(B) with the exception of the "at-least-as-rapidly" rule in Section 401(a)(9)(B)(i), Treasury Regulation Sections 1.401(a)(9), 1.408A-6, and 1.408-8, additional IRS guidance, and our then current policies and procedures. The RMD regulations are described within the Disclosure Statement. In the event you, or your successor beneficiary after your death, fail to take an RMD, we may do nothing, distribute your entire Roth Beneficiary IRA balance, or distribute an amount based on our calculation.

You are ultimately responsible for determining your beneficiary RMD as well as for the consequences of taking more or less than the required amount. We may choose to estimate your beneficiary RMD; however, we are not required to provide you with such an estimate. If we provide you with an estimated RMD, we will do so based on divisors we assume to be correct. Because the ultimate responsibility for calculating the RMD is yours, we recommend you seek guidance from your tax or legal professional regarding your RMD calculation and the taxation of distributions.

9.08 Successor Beneficiary Designations. If we allow successor beneficiary designations, the beneficiary of your Roth Beneficiary IRA will be the person or persons listed on the Application as successor beneficiaries (or other beneficiary designation form approved by us) and received by us prior to your death. If no successor beneficiary survives you (or if no valid successor beneficiary designation is on file with us), your successor beneficiary will be your estate.

9.09 Amendments. We may amend your Roth Beneficiary IRA in any respect and at any time, including retroactively, to comply with applicable laws governing retirement plans and the corresponding regulations. Any other amendments shall require your consent, by action or no action, and will be preceded by written notice to you. Unless otherwise required, you are deemed to automatically consent to an amendment, which means that your written approval is not required for the amendment to apply to the Roth Beneficiary IRA. In certain instances the governing law or our policies may require us to secure your written consent before an amendment can be applied to the Roth Beneficiary IRA. If you want to withhold your consent to an amendment, you must provide us with a written objection within 30 days of the receipt date of the amendment.

9.10 Notice and Delivery. Any notice mailed to you will be deemed delivered and received by you, five days after the postmark date. This fifth day following the postmark is the receipt date. Notices will be mailed to the last address we have in our records. You are responsible for ensuring that we have your proper mailing address. Upon your consent, we may provide you with notice in a delivery format other than by mail. Such formats may include various electronic deliveries. Any notice, including terminations, transfers, or change in personal information mailed to us will be deemed delivered when actually received by us based on our ordinary business

practices. All notices must be in writing unless our policies and procedures provide for oral notices.

9.11 Additional Provisions. Additional provisions may be attached to, and made a part of, this agreement by either party. The provisions must be in writing, agreed to by us, and in a format acceptable to us.

9.12 Disqualifying Provisions. Any provision of this agreement that would disqualify the Roth Beneficiary IRA will be disregarded to the extent necessary to maintain the account as a beneficiary IRA.

9.13 Interpretation. If any question arises as to the meaning of any provision of this agreement, then we shall be authorized to interpret any such provision, and our interpretation will be binding upon all parties.

9.14 Applicable Laws. This agreement will be construed and interpreted in accordance with the laws of, and venued in, our state of domicile.

9.15 Representations and Indemnity. You represent that any information you and/or your agents provide to us is accurate and complete, and that your actions comply with this agreement and applicable laws governing retirement plans. You understand that we will rely on the information provided by you, and that we have no duty to inquire about or investigate such information. We are not responsible for any losses or expenses that may result from your information, direction, or actions, including your failure to act. You agree to hold us harmless, to indemnify, and to defend us against any and all actions or claims arising from, and liabilities and losses incurred by reason of your information, direction, or actions. Additionally, you represent that it is your responsibility to seek the guidance of a tax or legal professional for your Roth Beneficiary IRA issues.

We are not responsible for determining whether any contribution or distribution complies with this agreement and/or the federal laws governing retirement plans. We are not responsible for any taxes, judgments, penalties or expenses incurred in connection with your Roth Beneficiary IRA, or any losses that are a result of events beyond our control. We have no responsibility to process transactions until after we have received appropriate direction and documentation, and we have had a reasonable opportunity to process the transactions. We are not responsible for interpreting or directing successor beneficiary designations or divisions, including separate accounting, available beneficiary distribution options, court orders, penalty exception determinations, qualified trust determinations, or other similar situations.

9.16 Our Fees and Expenses. We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your Roth Beneficiary IRA. We may change the fees at any time by providing you with notice of such changes. We will provide you with fee disclosures and policies. We may deduct fees directly from your Roth Beneficiary IRA assets or bill you separately. Additionally, we have the right to liquidate your Roth Beneficiary IRA assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

9.17 Reports and Records. We will maintain the records necessary for IRS reporting on this Roth Beneficiary IRA. Required reports will be provided to you, or your successor beneficiary after your death, and the IRS. If you believe that your report is inaccurate or incomplete you must notify us in writing within 30 days following the receipt date. Your investments may require additional state and federal reporting.

9.18 Termination. You may terminate this agreement without our consent by providing us with a written notice of termination. A termination and the resulting distribution or transfer will be processed and completed as soon as administratively feasible following the receipt of proper notice. At the time of termination we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties.

9.19 Our Resignation. We can resign at any time by providing you with 30 days written notice prior to the resignation date, or within five days of our receipt of your written objection to an amendment. In the event you materially breach this agreement, we can terminate this agreement by providing you with five days prior written notice. Upon our resignation, you must appoint a qualified successor custodian or trustee. Your Roth Beneficiary IRA assets will be transferred to the successor custodian or trustee once we have received appropriate direction. Transfers will be completed within a reasonable time following our resignation notice and the payment of your remaining IRA fees or expenses. At the time of our resignation we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties. We reserve the right to retain IRA assets to pay any remaining fees or expenses. If you fail to provide us with acceptable transfer direction within 30 days from the date of the notice, we can transfer the assets to a successor custodian or trustee of our choice, distribute the assets to you in kind, or liquidate the assets and distribute them to you in cash.

9.20 Successor Organization. If we merge with, purchase, or are acquired by, another organization, such organization, if qualified, may automatically become the successor custodian or trustee of your Roth Beneficiary IRA.

9.21 Arbitration Clause. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- (A) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- (B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- (C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- (D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- (F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- (G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND US ARISING OUT OF THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED UNDER THE THEN APPLICABLE PROVISIONS OF THE CODE OF ARBITRATION PROCEDURE OF FINRA. ARBITRATION MUST BE COMMENCED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS. THE ARBITRATION AWARD SHALL BE FINAL AND JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE

ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

Beneficiary IRAs are permitted by the IRS; however, they are subject to certain rules, which are described above and in the disclosure statement. The IRS has not created a form 5305 series agreement specifically designed for a beneficiary IRA. Therefore, the standard IRS Form 5305-RA is used as the basis for our agreement with you. However, certain provisions of Articles I through VIII and the instructions of this IRS Form 5305-RA do not apply to you, as beneficiary of the depositor, or to your Roth Beneficiary IRA.

IRS FORM 5305-RA INSTRUCTIONS (Rev. 4-2017)

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. Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed 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 and his or her beneficiaries.

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after 5 years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000),

are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs).

Definitions

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% 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 is less than the amount contributed by or on behalf of them for the tax year.

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.

ROTH BENEFICIARY IRA DISCLOSURE STATEMENT

Right to Revoke Your Roth Beneficiary IRA. You may have the right to revoke this individual retirement account (IRA) within seven days of receiving this Disclosure Statement. If you revoke your Roth Beneficiary IRA, we will return your entire IRA contribution without any adjustment for items such as sales commissions, administrative expenses, or fluctuation in market value. You do not have the right to revoke upon amendment of this agreement.

You may revoke your Roth Beneficiary IRA by providing us with written notice. The revocation notice may be mailed by first-class mail, or hand delivered to us. If your notice is mailed by first-class, postage pre-paid mail, the revocation will be deemed mailed on the date of the postmark. (Note that the assets you receive from us upon revocation of this Roth Beneficiary IRA will not be eligible to be rolled over or deposited into any other beneficiary IRA, but instead will be reported as a distribution to you and may be subject to taxation.)

If you have any questions or concerns regarding the revocation of your Roth Beneficiary IRA, please call or write to us. Our telephone number, address, and contact name, to be used for communications, can be found on the application that accompanies this Disclosure Statement and Internal Revenue Service (IRS) Forms 5305 series agreement.

Right to Disclaim. You may disclaim your interest in this Roth Beneficiary IRA subject to the following requirements. To be eligible to disclaim, you must be a natural person of legal age and under no other legal disability and must not have received a distribution of any part of the Roth Beneficiary IRA at the time the disclaimer is received by us (except for the required minimum distribution (RMD) for the year of the decedent's death).

Alternatively, a disclaimer may be executed by (i) your duly-appointed legal guardian or conservator if you are a minor or under other legal disability or (ii) your duly-appointed personal representative.

The disclaimer must be made in writing and must be executed personally by you (*or a duly-appointed legal guardian, conservator or personal representative acting on your behalf*) and acknowledged before a notary public. The disclaimer must state that your entire interest in the Roth Beneficiary IRA is disclaimed or must specify what portion thereof is disclaimed.

To be effective, the disclaimer must be irrevocable and both executed by you and received by us after the date of the depositor's death but not later than nine (9) months after the depositor's death. If you have any questions regarding disclaiming this Roth Beneficiary IRA, please call or write us. It is in your best interest to seek the guidance of a tax or legal professional regarding the consequences of a disclaimer.

This Disclosure Statement. This Disclosure Statement provides you, or your successor beneficiaries after your death, with a summary of the rules and regulations governing this Roth Beneficiary IRA.

Definitions. The IRS Form 5305 series agreement for Roth IRAs contains a definitions section. The definitions found in such section apply to this agreement. References to "you," "your," and "Roth Beneficiary IRA accountholder" will mean the beneficiary, and "we," "us," and "our" will mean the custodian. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your Roth Beneficiary IRA, such third party will be considered your agent and, therefore, "you" for purposes of this agreement. "IRA" means, unless otherwise specifically noted, the Roth custodial account established by the beneficiary by signing the Application, pursuant to the terms of the agreement and Application.

For Additional Guidance. It is in your best interest to seek the guidance of a tax or legal professional before completing any beneficiary IRA establishment documents. For more information, you can also refer to IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, instructions to your federal income tax return, or the IRS's web site at www.irs.gov.

IRA Restrictions and Approval.

- 1. IRS Form 5305-R or 5305-RA Agreement.** This Disclosure Statement and the IRS Forms 5305 series agreement, amendments, additional provisions, and the Application, set forth the terms and conditions governing your Roth Beneficiary IRA. Such documents are the agreement.
- 2. Individual/Successor Beneficiary Benefit.** This Roth Beneficiary IRA must be for the exclusive benefit of you, and upon your death, your successor beneficiaries. The Roth Beneficiary IRA must be established in your name and not in the name of your beneficiary, living trust, or another party or entity.
- 3. Successor Beneficiary Designation.** If we allow you to name successor beneficiaries, you may complete the appropriate section on the corresponding Roth Beneficiary IRA application (or other beneficiary designation form approved by us) and designate any person(s) as your successor beneficiary to receive your Roth Beneficiary IRA assets upon your death. You may also change or revoke an existing designation in such manner and in accordance with such rules as we prescribe for this purpose.

If there is no successor beneficiary designation on file at the time of your death, your Roth Beneficiary IRA assets will be paid to your estate. We may rely on the latest successor beneficiary designation on file at the time of your death, will be fully protected in doing so, and will have no liability whatsoever to any person making a claim to the Roth Beneficiary IRA assets under a subsequently filed designation or for any other reason.

- 4. IRA Custodian.** An IRA custodian must be a bank, federally insured credit union, savings and loan association, trust company, or other entity, which is approved by the Secretary of the Treasury to act as an IRA custodian.
 - 5. Prohibition Against Life Insurance and Commingling.** None of your Roth Beneficiary IRA assets may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.
 - 6. Nonforfeitable.** The assets in your Roth Beneficiary IRA are not forfeitable.
 - 7. Collectibles.** Generally, none of your Roth Beneficiary IRA assets may be invested in collectibles, including any work of art, rug, or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property. If we allow, you may invest your Roth Beneficiary IRA assets in the following coins and bullion: certain gold, silver, and platinum coins minted by the United States; a coin issued under the laws of any state; and any gold, silver, platinum, and palladium bullion of a certain fineness, and only if such coins and bullion are held by us. For additional guidance on collectibles, see Section 408(m) of the Internal Revenue Code (IRC).
 - 8. RMD Rules.** Your Roth Beneficiary IRA is subject to the RMD rules summarized in this agreement.
 - 9. No Prohibited Transactions.** If you engage in a prohibited transaction, the Roth Beneficiary IRA loses its tax exempt status as of the first day of the year. You must include the fair market value of your Roth Beneficiary IRA as of that first day in your gross income for the year during which the prohibited transaction occurred, and pay all applicable taxes and penalties.
 - 10. No Pledging.** If you pledge all or a portion of your Roth Beneficiary IRA as security for a loan, the portion pledged will be treated as a distribution to you, and the taxable portion will be included in gross income and may be subject to the 10 percent early-distribution penalty tax.
 - 11. IRS Approval of Form.** This agreement includes an IRS Forms 5305 series agreement. Articles I through VIII of this IRS agreement have been reviewed and approved by the IRS. This approval is not a determination of its merits, and not an endorsement of the investments provided by us, or the operation of the Roth Beneficiary IRA. Article IX of this IRS agreement contains additional contract provisions that have not been reviewed or approved by the IRS.
 - 12. State Laws.** State laws may affect your Roth Beneficiary IRA in certain situations, including successor beneficiary designations, agency relationships, unclaimed property, spousal consent, taxes, and reporting.
- Eligibility to Establish a Roth Beneficiary IRA.** You may establish a Roth Beneficiary IRA with this agreement to hold amounts received as a direct or successor beneficiary from the Roth IRA or ERP of a depositor.
- Separate Beneficiary IRA Accounts.** You are required to maintain this Roth Beneficiary IRA separate from your own individual IRAs and from any other beneficiary IRAs that you may inherit from other decedents. If you are the surviving spouse of the depositor and the sole beneficiary of the IRA with unlimited rights to withdraw amounts from the IRA, you may elect to treat this IRA as your own IRA or to maintain it as a beneficiary IRA. If you elect to treat it as your own IRA, the rules described in this Disclosure Statement generally will not apply to you, and you will be treated as the IRA owner. A surviving spouse will be deemed to have treated the Roth Beneficiary IRA as his/her own if any contributions other than those allowed are made to the Roth Beneficiary IRA, if any RMD as a beneficiary for a year is not taken, or any RMD from an ERP is rolled over. If you are the surviving spouse of the depositor and you have elected to treat or have been deemed to have treated this Roth Beneficiary IRA as your own, you agree to notify us of such circumstance and we recommend that you execute a new IRA agreement with us. If no such agreement is executed, the provisions of Articles I through VIII of this agreement, the relevant provisions of Article IX of this agreement, and the provisions of IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, shall govern your IRA.
- Beneficiary IRA Contributions.** The contributions permitted to this Roth Beneficiary IRA include transfers from the original deceased owner's Roth IRA, transfers from an existing Roth beneficiary IRA to establish this Roth Beneficiary IRA, rollovers by a spouse beneficiary of a deceased plan participant's assets in an ERP (includes designated Roth account assets), direct rollovers by a beneficiary of a deceased plan participant's assets in an ERP, or any other contributions permitted by law. If this Roth Beneficiary IRA holds amounts previously in the depositor's Roth IRA, you may be able to make a trustee-to-trustee transfer from a Roth IRA inherited from the same depositor.

Trustee-to-Trustee Transfers. A trustee-to-trustee transfer is a transfer of assets from one IRA trustee/custodian to another IRA trustee/custodian, without the assets being distributed to you. A trustee-to-trustee transfer means that the IRA assets move from one IRA to another IRA in a manner that prevents you from cashing or liquidating the IRA assets, or even depositing the assets anywhere except in the receiving IRA. Transfers are not taxable or reportable, and the IRS does not impose timing or frequency restrictions on these transfers. You may be required (by us or the other financial organization involved) to complete a transfer authorization form or other documentation prior to transferring your Roth Beneficiary IRA assets. Any trustee-to-trustee transfer will be subject to our policies. We have sole discretion on whether we will accept, and how we will process, movements of assets to and from IRAs.

Rollovers and Direct Rollovers from an ERP. If certain requirements are met, you as a spouse beneficiary may directly or indirectly roll over assets from an ERP, sponsored by the deceased plan participant's employer into your Roth Beneficiary IRA. As a nonspouse beneficiary, you must directly roll such assets. You are responsible for determining if you are eligible to roll over assets, other than designated Roth account assets, to a Roth beneficiary IRA. The plan administrator or employer is responsible for determining the amount of assets in its ERP that is eligible for rollover to the Roth beneficiary IRA, if any.

1. **ERP.** IRC Section 402(c)(8)(B) defines ERPs. Such plans include qualified trusts under IRC Section 401(a), annuity plans under IRC Section 403(a), annuity contracts under IRC Section 403(b), and certain governmental IRC Section 457(b) plans.
2. **Designated Roth Account.** This is an account within an ERP under IRC Sections 401(a), 403(b), or 457(b) that holds Roth contributions and earnings. Roth contributions are made by elective deferral with after-tax dollars or internal plan rollovers.
3. **Eligible Distribution "Amounts".** Not all distribution "amounts" from an ERP are eligible for rollover to a Roth beneficiary IRA. The most common amounts which are not eligible for rollover include RMDs. The employer determines which assets may not be rolled over and may provide you with an IRC Section 402(f) notice of taxation which explains the tax issues concerning the distribution.
4. **Direct Rollover.** A direct rollover moves eligible distribution assets from the deceased plan participant's ERP to your Roth beneficiary IRA in a manner that prevents you from cashing or liquidating the plan assets, or even depositing the assets anywhere except in the receiving Roth beneficiary IRA. A direct rollover is reported to the IRS. There are no IRS limitations, such as the 60-day period or one rollover per 1-year period (12-month) rule, on direct rollovers.
5. **Indirect Rollover and Withholding.** An indirect rollover is available to spouse beneficiaries only and begins with a plan distribution made payable to you as spouse beneficiary. In general, the employer is required to withhold 20 percent on the taxable portion of your eligible distribution as a prepayment of federal income taxes on distributions. You may make up the 20 percent withholding from your own funds at the time you deposit the distribution into this Roth Beneficiary IRA. Your distribution is only eligible to be contributed to this Roth Beneficiary IRA during the 60 days following your receipt of a plan distribution. Your decision to contribute the assets to the Roth Beneficiary IRA as a rollover contribution is irrevocable. The 12-month rule does not apply to rollovers from ERPs. State withholding may apply to eligible distributions. The Secretary of the Treasury may extend the 60-day period for completing rollovers in certain situations such as casualty, disaster, or other events beyond the reasonable control of the individual who is subject to the 60-day period. The IRS also provides for a self-certification procedure (subject to verification by the IRS) that you may use to claim eligibility for an extension with respect to a rollover into an IRA. It provides that we may rely on the certification provided by you in accepting and reporting receipt of a rollover contribution after the 60-day period if we don't have actual knowledge that is contrary to the self-certification.
6. **Rollover or Direct Rollover Eligibility.** You may roll over (available only to a spouse beneficiary) or directly roll over eligible distribution amounts, including designated Roth account balances, to a Roth beneficiary IRA. These rollover amounts are referred to as "qualified rollover contributions."
7. **Taxes and Treatment of Qualified Rollover Contributions.** The taxable portion that is rolled over or directly rolled over to a Roth beneficiary IRA is subject to federal income tax. The 10 percent premature-distribution penalty tax does not apply to these taxable amounts. With respect to subsequent distributions from this Roth IRA that are nonqualified distributions, the qualified rollover contribution amount is considered as part of the conversion category for purposes of the ordering rules.
8. **Rollover or Direct Rollover of Designated Roth Account Assets.** Rollovers (spouse beneficiary only) or direct rollovers of designated Roth account assets to a Roth beneficiary IRA are not taxable. The plan administrator will inform you if the distribution amount from the designated

Roth account is qualified or nonqualified. Qualified distributions rolled over from designated Roth accounts are considered regular contributions for the Roth beneficiary IRA "nonqualified distribution" ordering rules. The earnings portion of nonqualified distributions rolled over from designated Roth accounts is considered earnings for the Roth beneficiary IRA ordering rules while the remainder is considered a regular contribution.

IRA Distributions. You, or after your death your successor beneficiary, may take an IRA distribution in cash or in kind based on our policies, at any time. However, your distribution may be subject to income taxes if it is not a qualified distribution.

1. **Qualified Distribution.** A qualified distribution is a distribution made from a Roth beneficiary IRA after the expiration of the five-year holding period.
2. **Five-Year Holding Period.** The five-year holding period begins with the earlier of: 1) the first year the depositor made any regular Roth IRA contribution, 2) the first year the depositor made a conversion from a traditional IRA to any Roth IRA, 3) the first year the depositor made a rollover of designated Roth account assets to any Roth IRA, 4) the first year the depositor made a rollover or direct rollover of ERP assets to any Roth IRA, or 5) possibly the first year a beneficiary of a deceased plan participant makes a rollover or direct rollover from an ERP.
3. **Nonqualified Distributions and the Ordering Rules.** If your distribution is not a qualified distribution, any earnings you withdraw from this Roth Beneficiary IRA will be included in your gross income for federal income tax purposes. The ordering rules for Roth IRAs determine what portion of your distribution will be subject to income taxes. The ordering rules, which take into account all of the depositor's Roth IRAs and possibly assets rolled over from a decedent's ERP, state that the assets will be deemed distributed in the following order by type: 1) regular or annual contributions (or amounts treated as such), 2) conversion contributions (or amounts treated as such), and 3) earnings. All assets within a certain type must be removed before moving on to the next asset type. IRS Form 8606, *Nondeductible IRAs*, has been specifically designed to assist with determining the ordering rules. You must calculate the taxable and nontaxable amount separately for your individual Roth IRAs and for this Roth Beneficiary IRA, as well as any other beneficiary IRAs that you may inherit from other decedents. You must complete IRS Form 8606 each year you take a distribution that is not a qualified distribution and attach the form to your tax return for that year to validate the nontaxable portion of your Roth Beneficiary IRA distributions reported for that year. Due to the complexities that may exist when there are multiple Roth IRAs, you should seek the guidance of your tax or legal professional for assistance in determining the taxable portion of a distribution that is not a qualified distribution.
4. **Qualified HSA Funding Distribution.** If you are an HSA eligible individual, you may elect to take a qualified HSA funding distribution from your Roth Beneficiary IRA to the extent such distribution is contributed to your HSA in a trustee-to-trustee transfer. This amount is aggregated with all other annual HSA contributions and is subject to your annual HSA contribution limit. A qualified HSA funding distribution election is irrevocable and is generally available once in your lifetime. A testing period applies. The testing period for this provision begins with the month of the contribution to your HSA and ends on the last day of the 12th month following such month. If you are not an eligible individual for the entire testing period, unless you die or become disabled, the amount of the distribution made under this provision will be includable in gross income for the tax year of the month you are not an eligible individual, and is subject to a 10 percent penalty tax.
5. **Qualified Charitable Distributions.** If you have attained age 70½, you may make tax-free distributions directly from your Roth Beneficiary IRA to a qualified charitable organization. Tax-free distributions are limited to \$100,000.

Required Minimum Distributions (RMDs)—Generally. The law generally requires you to take RMDs from your Roth Beneficiary IRA. The RMD rules that apply to your Roth Beneficiary IRA depend on a number of factors. These factors include whether you are the surviving spouse or a non-spouse beneficiary of a Roth IRA owner or a deceased employer plan participant and the identity of any other beneficiaries. You are responsible for determining which rules apply to your Roth Beneficiary IRA. In addition, the RMD rules are different depending on whether the person you inherited the Roth IRA from died in 2019 or earlier, or whether he/she died in 2020 or later. Importantly, we are not required to calculate your RMD. Regardless of whether we calculate your RMD amount, you should always discuss your RMD calculation and requirements with your tax professional. You may always take more than your RMD amount.

1. **Separate Accounting.** Our policies may permit separate accounting rules to be applied. If there are other beneficiaries, the RMD rules may (if the other requirements are satisfied) be applied using your life expectancy if you establish your own Roth Beneficiary IRA by December 31 of the year following the year in which the Roth IRA owner died. If our policy

permits separate accounting, we will apply the separate accounting rules in accordance with Treasury Regulation 1.401(a)(9)-8, Q&A 2 and 3.

2. **Distributions of Less than the RMD Amount.** Any portion of your RMD that is not distributed to you by its deadline is subject to a 50 percent excess accumulation penalty tax. The IRS may waive this penalty upon your proof of reasonable error and that reasonable steps were taken to correct the error, including remedying the shortfall. You are responsible for reporting the excess accumulation penalty tax and paying it to the IRS, or requesting a waiver of the tax. You can do either by completing IRS Form 5329, *Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts*, and attaching the form to your federal income tax return.
3. **Distributions of More than the RMD Amount.** If you take an IRA distribution in a year that is more than the RMD amount, you will not receive credit toward an RMD due in a subsequent year. The additional amount cannot be rolled over unless you are a surviving spouse beneficiary.
4. **Naming a Successor Beneficiary.** A successor beneficiary named by you, or by default, receives any of your Roth Beneficiary IRA assets that remain after your death. State law or our policy may limit your ability to name a successor beneficiary.
5. **Year of Death RMD.** You must withdraw your share of any RMD amount that the person you inherited the Roth Beneficiary IRA or employer plan benefit from should have received during the year of his/her death and had not already taken.
6. **Designated Beneficiary.** A designated beneficiary is generally any individual beneficiary who is named as of the date of death and has an interest in the Roth Beneficiary IRA on the determination date, which is September 30 of the year following the year in which the Roth IRA owner died.
7. **Beneficiary Determination.** Named beneficiaries who completely distribute their interests in the IRA by the determination date, or who completely disclaim their interests in the Roth IRA under IRC Section 2518, will not be considered when designated beneficiaries are determined. Named beneficiaries who die after the Roth IRA owner's death but before the determination date will still be considered for the sake of determining the distribution period. If any named beneficiary that is not an individual, such as an estate or charity, has an interest in the Roth IRA on the determination date, and separate accounting does not apply, the Roth IRA will be treated as having no designated beneficiary (i.e., not a designated beneficiary).
8. **Qualifying Trust.** A qualified trust is defined in Treasury Regulation 1.401(a)(9)-4, Q&A 5. If the Roth IRA owner named a qualified trust as his/her Roth IRA beneficiary, the beneficiaries of the trust are treated as the beneficiaries of the Roth IRA owner for purposes of determining designated beneficiaries as well as for determining any life expectancy or other distribution period available. We may require documentation of qualified trust status. A qualified trust must provide documentation of its beneficiaries to us by October 31 of the year following the year of the grantor's death.

RMD Rules for a Death that Occurred in 2019 or Earlier. The following rules apply where the person you inherited the Roth IRA from died in 2019 or earlier. There may be different rules if the person you inherited the Roth IRA from died in 2020 or later. Those rules are described later.

1. **Generally (2019 or Earlier).** Under the rules for a person who died in 2019 or earlier, the available options depend on whether or not the beneficiary is a designated beneficiary.
2. **RMD Rules for Designated Beneficiaries.** If you are a designated beneficiary (as defined above) of the IRA, you generally had until December 31 of the year following the IRA owner's year of death to begin RMDs. Exceptions exist for a surviving spouse who is the sole beneficiary of the Roth IRA or for a beneficiary who selects, or defaults to, the five-year rule. However, if the year of death was 2019, RMDs must begin by December 31, 2021.
 - a. **Distribution Rules in General.** Roth Beneficiary IRA accountholders use a single life expectancy method to satisfy these RMDs as a general rule unless the five-year rule is elected. The election deadline is generally December 31 of the year following death, however there are exceptions for a spouse beneficiary and a 2019 year of death. If the IRA owner died prior to 2020 (generally in 2019) and your election deadline would have been the end of 2020, you may elect either the five-year rule or the single life expectancy method through December 31, 2021.

The "five-year rule" requires you to completely withdraw your Roth Beneficiary IRA assets by the end of the fifth year following the year in which the Roth IRA owner died. Note that for purposes of determining the five-year period, due to an exception found in the CARES Act, the year 2020 is not counted for this purpose and you essentially have until the end of the sixth year to withdraw the entire Roth IRA balance.

The general rule applies to you if you are a spouse or nonspouse designated beneficiary. If you are a nonspouse designated beneficiary and selected the life expectancy method, the life expectancy divisor was determined in the year after the Roth IRA owner's death and the number is reduced by one in each subsequent year. If you are a spouse beneficiary, the determination of life expectancy divisors are discussed below. Your annual RMD is determined by dividing the prior year's ending balance by the applicable life expectancy divisor.

- b. **Spouse Beneficiaries.** If you are the only beneficiary of the Roth IRA, or if there are multiple beneficiaries and separate accounting applies, and you are the Roth IRA owner's surviving spouse, you may use your age each year to determine the life expectancy divisor for calculating that year's RMD. If you are the only beneficiary, or if there are multiple beneficiaries and separate accounting applies, you, as surviving spouse, can postpone commencement of RMDs until the end of the year in which the Roth IRA owner would have attained age 70½.

If you are the only beneficiary of the IRA, or if there are multiple beneficiaries and separate accounting applies, you can treat your share of the Roth IRA as your own Roth IRA any time after the Roth IRA owner's death. After treating the Roth IRA as your own, the RMD rules do not apply to you. However, the option to treat the Roth Beneficiary IRA as your own is not available if a qualified trust is named as beneficiary of the IRA, even if you are the sole beneficiary of the trust. As a spouse beneficiary, you may take a distribution any time, and rollover amounts in excess of your current year's beneficiary RMD amount.
3. **Named Beneficiary is Not a Designated Beneficiary.** If any beneficiary that has an interest in the IRA on the determination date is not an individual (such as an estate, charity or nonqualified trust), the five-year rule will apply to your Roth Beneficiary IRA, even if you are an individual. (However, if there are multiple beneficiaries and separate accounting applies, the application of the five-year rule described under this heading does not apply to you as an individual.)

If the IRA is treated as having no designated beneficiary, you will be required to completely withdraw your Roth Beneficiary IRA assets by the end of the fifth year following the year in which the IRA owner died (or the end of the sixth year due to 2020 being excluded). Annual RMDs are not required.
4. **Deceased Employer Plan Participant.** Generally, the rules for determining RMDs under an employer plan continue to apply to you under your Roth Beneficiary IRA. If you are a designated beneficiary, you may directly roll over the assets in the year of the plan participant's death and then elect by the end of the following year to utilize either the five-year rule or the single life expectancy method. Also, if you elected to be, or by default under the employer plan's terms are, subject to the five-year rule, you may use the life expectancy rule in subsequent years to satisfy RMDs from the Roth Beneficiary IRA. This exception applies if, during the year following death, you roll over the plan balance, less an RMD based on the life expectancy rule (and you take such amount from the plan). Note that for a 2019 year of death, this exception for the year following death is applied to 2021. Also, under an employer plan's five-year rule, you may not directly roll assets to the Roth Beneficiary IRA during the fifth calendar year following the year of the plan participant's death, nor, if you are a spouse, could you roll over the assets to your own IRA. Note that for purposes of determining the five-year period, the CARES Act does not require the year 2020 to be counted.
5. **Successor Beneficiaries of Deceased Spouse Beneficiary.** If you are a successor beneficiary of a spouse beneficiary, you may be treated as a nonspouse designated beneficiary for purposes of determining the method of distribution if the spouse beneficiary died in 2019 or earlier. See your tax or legal professional for additional guidance.
6. **Successor Beneficiaries.** In general, if you inherited assets from a beneficiary in 2019 or earlier, you must continue with the same distribution method used by the previous beneficiary. You also should have taken the previous beneficiary's year of death RMD. As a spouse that is a successor beneficiary you do not have the option to treat the account as your own, or the option to complete a rollover to your own personal IRA.
7. **Separate Accounting (Multiple Beneficiaries).** If separate accounting applies, the rules above apply to you based on whether you are a spouse beneficiary, a designated beneficiary, or a beneficiary that is not a designated beneficiary.

RMD Rules for a Death that Occurred in 2020 or Later. The following rules apply where the person you inherited the Roth IRA from died in 2020 or later. There may be different rules if the person you inherited the Roth IRA from died in 2019 or earlier. Those rules are described above.

1. **Generally (2020 or Later).** Specific individuals or other entities—including, but not limited to, an estate, a trust, or a charitable organization—can be named as Roth IRA death beneficiaries. The named beneficiaries that survive inherit any assets remaining in the decedent's

Roth IRA. Different types of beneficiaries may have different options available.

2. **Types of Beneficiaries.** Under the rules for a person who died in 2020 or later, the different types of beneficiaries are designated beneficiaries, eligible designated beneficiaries and those that are not designated beneficiaries. Generally, each of these types of beneficiaries can name successor beneficiaries. Designated beneficiaries and eligible designated beneficiaries will each have separate rules. In some cases, different options or elections and distribution periods apply to different beneficiary types.
3. **Designated Beneficiary.** A designated beneficiary is any individual named by the Roth IRA owner as a beneficiary who has an interest in the Roth IRA on the determination date, which is September 30 of the year following the year of the Roth IRA owner's death. Certain qualifying trusts can also be a designated beneficiary. For a qualifying trust to be a designated beneficiary, the qualifying trust beneficiaries must all be designated beneficiaries.

If you are a designated beneficiary who is not an eligible designated beneficiary, you will have to follow the "ten-year rule" and are required to remove all assets from the IRA by December 31 of the tenth year following the year of the Roth IRA owner's death.

4. **Eligible Designated Beneficiary.** An eligible designated beneficiary is a designated beneficiary who is: 1) the IRA owner's surviving spouse; 2) an IRA owner's minor child (through the age of majority); 3) disabled (as defined by law); 4) a chronically ill individual (as defined by law); or 5) an individual who is not more than 10 years younger than the IRA owner. Certain qualifying trusts can also be an eligible designated beneficiary. For a qualifying trust to be an eligible designated beneficiary, the qualifying trust beneficiaries must all be eligible designated beneficiaries.

a. **Spouse Beneficiary.** As a spouse beneficiary you may have the option of distributing the Roth IRA assets over a single life expectancy period or within ten years (the ten-year rule). You may alternatively choose to treat the entire interest (all of the account) of the Roth IRA as your own Roth IRA.

Under the single life expectancy, if you are the only designated beneficiary on the determination date, or if there are multiple designated beneficiaries and separate accounting applies, you will use your age each year to determine the life expectancy divisor for calculating that year's RMD. Your annual RMD is determined by dividing the prior year's ending balance by the applicable life expectancy divisor. If you are the only designated beneficiary, or if there are multiple designated beneficiaries and separate accounting applies, you can postpone commencement of your RMDs until the end of the year in which the Roth IRA owner would have attained age 72.

If you choose the ten-year rule, you are required to remove all assets from the Roth IRA by December 31 of the tenth year following the year of the Roth IRA owner's death.

If you are the only designated beneficiary, or if there are multiple designated beneficiaries and separate accounting applies, you can treat the Roth IRA as your own Roth IRA at any time after the Roth IRA owner's death even if you had chosen one of the options above.

As a spouse beneficiary, you can take a distribution of part or all of your share of the Roth IRA and roll it over to a Roth IRA of your own, less that year's RMD if any.

- b. **Eligible Designated Beneficiary Who is the Roth IRA Owner's Minor Child.** If you are an eligible designated beneficiary who is a minor child of the deceased Roth IRA owner, you must remove all assets from the Roth IRA by the tenth anniversary of the date you attain the age of majority, even if you initially chose to receive life expectancy payments. The age of majority is determined by state law.
 - c. **Eligible Designated Beneficiary (Other than a Surviving Spouse or Minor Child).** If you are an eligible designated beneficiary who is someone other than a spouse beneficiary or the Roth IRA owner's minor child, you have the option of taking distribution of the Roth IRA assets over a single life expectancy period or within ten years.
- If you choose the single life expectancy option to calculate your annual RMD, the life expectancy divisor is determined by using your

age at the end of the year following the year of the Roth IRA owner's death to determine the initial single life expectancy divisor and reduce this number by one for each following year's RMD calculation. For a qualifying trust, you use the age of the oldest trust beneficiary.

If you choose the life expectancy method, your annual RMD is determined by dividing the prior year's ending balance by the applicable life expectancy divisor.

If you choose the ten-year rule, you are required to remove all assets from the Roth IRA by December 31 of the tenth year following the year of the Roth IRA owner's death.

5. **Not a Designated Beneficiary.** A beneficiary that is not a designated beneficiary is a nonindividual that is an estate, charitable organization, or nonqualified trust. If you are not a designated beneficiary, you are required to remove all assets from the Roth IRA by December 31 of the fifth year following the year of the IRA owner's death (the five-year rule).
6. **Successor Beneficiaries.** Generally, if the original beneficiary died in 2020 or later, as a successor beneficiary you will have to distribute all the remaining IRA assets within a ten-year period.
7. **Separate Accounting (Multiple Beneficiaries).** If separate accounting applies, the rules above apply to you based on whether you are a designated beneficiary, an eligible designated beneficiary, or not a designated beneficiary.

Federal Income Tax Status of Distributions.

1. **Taxation.** The earnings portion of a beneficiary IRA distribution that is not a qualified distribution will be taxed as income in the year distributed. These distributions are not subject to federal income tax withholding but may be subject to state or local taxes. After your death, beneficiaries should pay careful attention to the rules for the disclaiming any portion of your IRA under IRC Section 2518.

2. **Tax-Free Earnings.** Earnings, including gains and losses, on your Roth Beneficiary IRA will accumulate tax-deferred and will be free from federal income taxes if taken as part of a qualified distribution.

Estate and Gift Tax. The designation of a successor beneficiary to receive Roth Beneficiary IRA distributions upon your death will not be considered a transfer of property for federal gift tax purposes. Upon your death, the value of all assets remaining in your Roth Beneficiary IRA will usually be included in your gross estate for estate tax purposes, regardless of the named beneficiary or manner of distribution. There is no specific estate tax exclusion for assets held within a Roth Beneficiary IRA.

Annual Statements. Each year we will furnish you and the IRS (to the extent required) with statements showing the transactions and balance in your Roth Beneficiary IRA. You and the IRS will receive IRS Forms 5498, *IRA Contribution Information*, and 1099-R, *Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.* IRS Form 5498 or an appropriate substitute indicates rollover contributions and the fair market value of the account at year end. IRS Form 1099-R reflects your IRA distributions for the year.

By January 31 of each year, you will receive a report of your fair market value as of the previous calendar year end.

Disaster Tax Relief and Repayment of a Qualified Disaster Distribution.

Subject to applicable law, individuals in certain federally declared disaster areas may be given the opportunity to take qualified disaster distributions without an early distribution penalty (e.g., for a qualified hurricane distribution). When these qualified disaster distributions are allowed, they are subject to any time periods as defined by law and, if multiple distributions are made for the same event, are aggregated with distributions from other IRAs and eligible retirement plans up to prescribed limits (e.g., \$100,000). Typically, the qualified disaster distributions are included in gross income over a three tax year period or all in the year of distribution. In addition, a spouse beneficiary may be allowed three years after the date of receipt to repay all or part of the qualified disaster distribution without being subject to the one rollover per 1-year limitation or the 60-day requirement. However, any RMD may not be rolled over. Also, for additional disaster area information and IRS guidance on associated tax relief, refer to IRS forms, notices and publications, or visit the IRS's web site at www.irs.gov/DisasterRelief.

IMPORTANT DISCLOSURES

1. I acknowledge receipt of a fee schedule applicable to the maintenance of this account.
2. I acknowledge receipt of the IRA Disclosure Statement included in this packet which explains that certain charges and penalties may apply to my IRA, including penalties for certain withdrawals before age 59½.
3. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including broker-dealers, to obtain, verify

- and record information that identifies each person who opens an account. When I open an account, I understand that you will ask for my name, address, date of birth and other information that will allow you to identify me. You may also ask to see my drivers license or other identifying documents.
4. Cetera Investment Services may retain agents to perform services related to this agreement, including tax reporting services.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

NOV 30 2012

Marcia S. Wagner, Esq.
The Wagner Law Group
99 Summer Street, 13th Floor
Boston, MA 02110

Re: Cetera Investment Services LLC

Dear Ms. Wagner:

Pursuant to provisions of a Power of Attorney and Declaration of Representative, or other proper authorization currently on file with the Internal Revenue Service, we are forwarding to you a copy of the Notice of Approval that was issued to your client, Cetera Investment Services LLC.

If you have any questions, please contact Darnell C. Hardy (Identification No. 1001492668) at (202) 283-9647.

Sincerely,

A handwritten signature in cursive script that reads "Carlton A. Watkins".

Carlton A. Watkins, Manager
Employee Plans Technical Group 1

Enclosure
Copy of Notice of Approval



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

NOV 30 2012

Cetera Investments Services LLC
400 First Street South
St. Cloud, MN 56301

EIN Number: 41-148334

Ladies and Gentlemen:

In a letter dated October 1, 2012, as supplemented by information provided November 28 and 30, 2012, your authorized representative requested a written notice of approval that Cetera Investment Services LLC (the immediate successor to PrimeVest Financial Services, Inc.) may act as a passive nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a passive nonbank trustee or nonbank custodian of individual retirement arrangements (IRAs) established under sections 408, 408A, and 530, and a passive nonbank custodian of eligible deferred compensation plans described in section 457(b).

Section 401(f)(1) of the Code provides that a custodial account shall be treated as a qualified trust under this section if such custodial account would, except for the fact it is not a trust, constitute a qualified trust under this section. Section 401(f)(2) provides that the custodian must be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will hold the assets will be consistent with the requirements of section 401 of the Code. Section 401(f) also provides that in the case of a custodial account treated as a qualified trust, the person holding the assets of such account shall be treated as the trustee thereof.

Section 403(b)(7)(A) of the Code requires, in part, that for amounts paid by an employer to a custodial account to be treated as amounts contributed to an annuity contract for his employee, the custodial account must satisfy the requirements of section 401(f)(2). That section also requires, in order for the amounts paid by an employer to be treated as amounts contributed to an annuity contract for his employee, that the amounts are to be invested in regulated investment company stock to be held in the custodial account, and under the custodial account no such amounts may be paid or made available to any distributee before the employee dies, attains age 59 1/2, separates from service, becomes disabled (within the meaning of section 72(m)(7)), or in the case of contributions made pursuant to a salary reduction agreement (within the meaning of section 3121(a)(1)(D)), encounters financial hardship.

Cetera Investment Services LLC

Section 408(a)(2) of the Code requires that the trustee of an IRA be a bank (as defined in section 408(n) of the Code) or such other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408.

Section 408(h) of the Code provides that a custodial account shall be treated as a trust under this section if the assets of such account are held by a bank (as defined in subsection (n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an IRA described in subsection (a). Section 408(h) also provides that, in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section 408A of the Code provides, in general, that a Roth IRA shall be treated in the same manner as an individual retirement plan. Section 7701(a)(37)(A) defines an individual retirement plan as an individual retirement account described in section 408.

Section 530(b)(1)(B) of the Code (dealing with Coverdell education savings accounts) requires that the trustee of such an account be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which that person will administer the trust will be consistent with the requirements of this section or who has so demonstrated with respect to any individual retirement plan.

Section 530(g) of the Code (dealing with Coverdell education savings accounts) provides that a custodial account shall be treated as a trust if the assets of such account are held by a bank (as defined in section 408(n)) or another person who demonstrates, to the satisfaction of the Secretary, that the manner in which he will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an account described in subsection (b)(1). For purposes of title 29, the Code, in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section VII of Notice 98-8, 1998-4 I.R.B. 6 (guidance relating to the requirements applicable to eligible deferred compensation plans described in section 457(b) of the Code), provides, in pertinent part, that for purposes of the trust requirements of section 457(g)(1), a custodial account will be treated as a trust if the custodian is a bank, as described in section 408(n), or a person who meets the nonbank trustee requirements of section VIII of this notice, and the account meets the requirements of section VI of this notice, other than the requirement that it be a trust. Section VIII provides that the custodian of a custodial account may be a person other than a bank only if the person

Cetera Investment Services LLC

demonstrates to the satisfaction of the Commissioner that the manner in which the person will administer the custodial account will be consistent with the requirements of section 457(g)(1) and (g)(3) of the Code. To do so, the person must demonstrate that the requirements of paragraphs (2)-(6) of section 1.408-2(e) of the regulations relating to nonbank trustees will be met.

Section 1.408-2(e) of the regulations contain the requirements that such other person must comply with in order to act as trustee or custodian, for purposes of sections 220, 401(f), 403(b)(7), 408(a)(2), 408(h), 408A, 457(b) and 530 of the Code. One of the requirements of section 1.408-2(e) states that such person must file a written application with the Commissioner of the Internal Revenue Service demonstrating, as set forth in that section, its ability to act as a trustee or custodian.

Based on all the information submitted to this office and all the representations made in the application, we have concluded that Cetera Investment Services LLC meets the requirements of section 1.408-2(e) of the regulations and, therefore, is approved to act as a passive nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a passive nonbank trustee or nonbank custodian of individual retirement arrangements (IRAs) established under sections 408, 408A, and 530, and a passive nonbank custodian of eligible deferred compensation plans described in section 457(b).

This letter authorizes Cetera Investment Services LLC to act as a passive nonbank trustee or custodian. When Cetera Investment Services LLC acts as a passive nonbank trustee or custodian (within the meaning of section 1.408-2(e)(6)(i)(A) of the regulations), it is authorized only to acquire and hold particular investments specified by the trust instrument or custodial agreement. It may not act as a passive trustee or custodian if under the written trust instrument or custodial agreement it has discretion to direct investments of the trust (or custodial) funds.

This letter while authorizing Cetera Investment Services LLC to act as a trustee or custodian does not authorize it to pool accounts in a common investment fund (other than a mutual fund) within the meaning of section 1.408-2(e)(5)(viii)(C) of the regulations. Cetera Investment Services LLC may not act as a trustee or custodian unless it undertakes to act only under trust instruments or custodial agreements that contain a provision to the effect that the grantor is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is required because Cetera Investment Services LLC has failed to comply with the requirements of section 1.408-2(e) of the regulations or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations. For example, one such form is Form 990-T for IRAs that have \$1000 or more of unrelated business taxable income that is subject to tax by section 511(b)(1) of the Code.

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Cetera Investment Services LLC is required to notify the Internal Revenue Service Commissioner, TE/GE, Attn: T:EP:RA, P.O. Box 27063, McPherson Station, Washington, D.C. 20038, in writing, of any change which affects the continuing accuracy of any representations made in its application. Further, the continued approval of Cetera Investment Services LLC to act as a passive nonbank custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a passive nonbank trustee or nonbank custodian of individual retirement arrangements (IRAs) established under sections 408, 408A, and 530, and a passive nonbank custodian of eligible deferred compensation plans described in section 457(b) is contingent upon the continued satisfaction of the criteria set forth in section 1.408-2(e) of the regulations.

This Notice of Approval is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on an approval letter issued to another member of the same controlled group. Furthermore, any entity that goes through an acquisition, merger, consolidation or other type of reorganization may not necessarily be able to rely on the approval letter issued to such entity prior to the acquisition, merger, consolidation or other type of reorganization. Such entity may have to apply for a new notice of approval in accordance with section 1.408-2(e) of the regulations.

This Notice of Approval constitutes a notice that Cetera Investment Services LLC may act as a passive nonbank trustee or custodian for plans qualified under section 401 and accounts described in section 403(b)(7), a passive nonbank trustee or nonbank custodian of individual retirement arrangements (IRAs) established under sections 408, 408A, and 530, and a passive nonbank trustee or custodian of eligible deferred compensation plans described in section 457(b) and does not bear upon its capacity to act as a trustee or custodian under any other applicable law. This is not an endorsement of any investment. The Internal Revenue Service does not review or approve investments or recommend retirement plans.

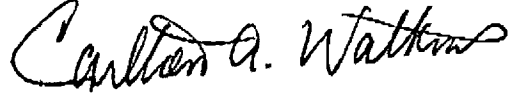
This Notice of Approval is effective as of the date of this letter and will remain in effect until withdrawn by Cetera Investment Services LLC or revoked by the Service. This notice of approval does not authorize Cetera Investment Services LLC to accept any fiduciary account before this notice becomes effective.

In accordance with the power of attorney on file in this office, a copy of this letter is being sent to your authorized representatives.

Cetera Investment Services LLC

If you have any questions, please contact Darnell C. Hardy (Identification No. 1001492668) at (202) 283-9647.

Sincerely,

A handwritten signature in black ink that reads "Carlton A. Watkins". The signature is written in a cursive style with a large, stylized 'C' at the beginning.

Carlton A. Watkins
Manager, Employee Plans Technical Group 1
Tax Exempt and Government Entities Division