

Roth Beneficiary IRA Amendment

Dear Roth Beneficiary IRA Accountholder:

The purpose of this Amendment is to incorporate changes in law and policy that affect your Roth beneficiary IRA agreement. This Amendment replaces the IRS Form 5305-RA Agreement and Disclosure Statement that you received at the time your Roth beneficiary IRA was established or amended, whichever is later. Our relationship and your Roth beneficiary IRA will be governed by this Amendment. Please read this Amendment carefully as you would any other legal documents. This Amendment should be kept in a safe place along with your other Roth beneficiary IRA records.

SUMMARY OF CHANGES

The headings identify the primary changes addressed by this Amendment. The additions and modifications to the Disclosure Statement will depend on when you received your agreement or when it was last amended. The heading is followed by a brief description of the most recent change. For modifications, the heading also identifies the corresponding section in the Roth Beneficiary IRA Disclosure Statement. Review the identified sections for the modifications.

IRS Form 5305-RA, Roth Individual Retirement Custodial Account

Article I. The cash contribution limits were updated.

Article II. “who is single or treated as single” was added to the second sentence and “single” was removed from the same sentence. Annual contribution amounts were updated, Conversion Contribution language was removed and “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.” was added towards the end of the paragraph.

Article IX.

9.01 Beneficiary IRA Documents. “Articles I through VIII of the IRS 5305 agreement have been reviewed and approved by the IRS.” was added after the first sentence.

Roth Beneficiary IRA Disclosure Statement IRA Restrictions and Approval.

11. IRS Approval of Form. Sentences “Articles I through VIII of this IRS agreement have been reviewed and approved by the IRS” and “Article IX of this IRS agreement contains additional contract provisions that have not been reviewed or approved by the IRS” were added to this section, and the sentence “This IRS document has been approved by the IRS.” was removed from this section.

Disaster Tax Relief. Updated the Disaster Tax Relief section to summarize the requirements of the Disaster Tax Relief and Airport and Airway Extension Act of 2017.

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

(Under section 408(a) of the Internal Revenue Code)

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

Do Not file with
Internal Revenue Service

Amendment

This IRS Form 5305-RA is a reference copy only. It does not include the General Instructions. A complete IRS Form 5305-RA, Disclosure Statement, and Financial Disclosure can be found in the Custodian’s master file and is provided to the Roth Beneficiary IRA Accountholder as part of this Roth Beneficiary IRA Organizer.

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 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 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 provision 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 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) **"Beneficiary"** means the individual or entity named as Beneficiary IRA Accountholder on this Application or any successor beneficiary who becomes an owner of this 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 "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 Beneficiary IRA are transfers from the original deceased owner's Roth IRA, transfers from an existing Roth beneficiary IRA to establish this 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 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 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 IRA Assets.

(a) **IRA Investment Options.** In our capacity as your Beneficiary IRA custodian, we provide various options concerning types of investments and investment direction. At the time you established or amended your Beneficiary IRA we provided you with either of the following investment options: deposit investments only or self-directed investments. This section describes each of the options. We will provide you with any required disclosures concerning your specific investments.

(1) **Deposit Investments Only.** If your Beneficiary IRA allows for deposit investments only, the deposit investments provided by us will be limited to savings, share, and/or money market accounts, and various certificates of deposit (CDs), and will earn a reasonable rate.

(2) **Self-Directed IRA Investments.** If your Beneficiary IRA is self-directed, you may invest your IRA assets in deposit investments as well as in various nondeposit investments. Nondeposit investments may include investments in property, annuities, mutual funds, stocks, bonds, and government, municipal and U.S. Treasury securities, and other similar investments. Most, if not all, of the nondeposit investments we offer are subject to investment risks, including possible loss of the principal amount invested.

(b) **Investment of Inherited IRA Amounts.** You may invest IRA contributions in any IRA investments we offer. If you fail to provide us with investment direction for a contribution, we will return or hold all or part of such contribution based on our policies and procedures. We will not be responsible for any loss of IRA income associated with your failure to provide appropriate investment direction.

(c) **Directing Investments.** All investment directions must be in a format or manner acceptable to us. You may invest in any IRA investments that you are qualified to purchase, and that we are authorized to offer and do offer at the time of the investment selection, and that are acceptable under the applicable laws governing retirement plans. Your Beneficiary IRA investments will generally be registered in our name or our nominee's name for the benefit of your Beneficiary IRA. Specific investment information may be provided at the time of the investment.

Based on our policies, we may allow you to delegate the investment responsibility of your Beneficiary IRA to an agent by providing us with written notice of delegation in a format acceptable to us. We will not review or guide your agent's decisions, and you are responsible for the agent's actions or failure to act. We are not responsible for directing your investments, or providing investment advice, including guidance on the suitability or potential market value of various investments. For investments in securities, we will exercise voting rights and other similar rights only at your direction, and according to our then current policies and procedures.

(d) **Investment Fees and Asset Liquidation.** Certain investment-related fees, which apply to your Beneficiary IRA, must be charged to your Beneficiary IRA and cannot be paid by you. We have the right to liquidate your Beneficiary IRA assets to pay fees and expenses, federal tax levies, or other assessments on your Beneficiary IRA. 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.

9.07 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.

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 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 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 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 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 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 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 venue 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 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 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 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 Beneficiary IRA assets or bill you separately. Additionally, we have the right to liquidate your 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 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 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 Beneficiary IRA.

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 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 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 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 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 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 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 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 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 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 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 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 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 "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 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, your local IRS office, 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 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 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 Beneficiary IRA application and designate any

person(s) as your successor beneficiary to receive your 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 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 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 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 Beneficiary IRA are not forfeitable.
7. **Collectibles.** Generally, none of your 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 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 Beneficiary IRA is subject to the RMD rules summarized in this agreement.
9. **No Prohibited Transactions.** If you engage in a prohibited transaction, the Beneficiary IRA loses its tax exempt status as of the first day of the year. You must include the fair market value of your 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 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 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 Beneficiary IRA in certain situations, including successor beneficiary designations, agency relationships, consent, taxes, tax withholding, and reporting.

Eligibility to Establish a Beneficiary IRA. You may establish a beneficiary IRA with this Agreement to hold amounts received as a direct or successor beneficiary from the Roth IRA or eligible retirement plan (ERP) of a depositor.

Separate Beneficiary IRA Accounts. You are required to maintain this 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 Beneficiary IRA as his/her own if any contributions other than those allowed are made to the 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 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 Beneficiary IRA include transfers from the original deceased owner's Roth IRA, transfers from an existing Roth beneficiary IRA to establish this 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 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 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 hold 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 waive 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.

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.” You may recharacterize the rollover and earnings attributable to a traditional beneficiary IRA by the tax-filing deadline.
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 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 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 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 beneficiary IRA to a qualified charitable organization. Tax-free distributions are limited to \$100,000. Consult with your tax or legal professional regarding tax-free charitable distributions.

RMDs – Generally. You must take certain RMDs from your Beneficiary IRA. The RMD rules that apply to your Beneficiary IRA may vary and depend on factors such as whether you are the surviving spouse of the depositor, the identity of any other beneficiaries of the depositor’s IRA, and if you are a spouse or nonspouse beneficiary of an ERP. You are responsible for determining which rules apply to your Beneficiary IRA.

1. **Separate Accounts.** Our policies may permit separate accounting rules to be applied. If there are other beneficiaries of the depositor’s IRA, the RMD rules may (if the other requirements are satisfied) be applied using your life expectancy (and not the life expectancy of the oldest designated beneficiary) if you establish your own Beneficiary IRA by December 31 of the year following the year in which the depositor died. If our policy permits separate accounting, the separate account rules must be applied 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, which is in addition to any federal, state or local taxes. 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. The federal penalty tax is reported and remitted to the IRS, or waiver of the excess accumulation penalty tax is requested, 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 any credit toward any RMD due to you in a subsequent year. In addition, such excess amount cannot be rolled back into this or another beneficiary IRA.
4. **Successor Beneficiary.** A successor beneficiary receives any of your Beneficiary IRA assets that remain after your death. Distribution of any assets that remain after your death is made in accordance with Article V of the agreement. Also, any amount over the RMD cannot be rolled back into this or another traditional beneficiary IRA.

RMD Rules for Designated Beneficiaries. If you are a designated beneficiary (as defined below) of the depositor, you will generally have until December 31 of the year following the depositor’s year of death to begin RMDs. Exceptions exist for a surviving spouse who is the sole beneficiary of the depositor’s IRA and for any beneficiary who must distribute or chooses to distribute the beneficiary IRA share within a five-year period.

1. **Distribution Rules In General.** Beneficiary IRA accountholders use a single life expectancy method to satisfy these RMDs unless they elect the five-year rule. Except for spouse beneficiaries as explained below,

the single life expectancy divisor of the beneficiary is determined by using the age of the beneficiary on December 31 of the year following the grantor's death. If multiple beneficiaries exist, the single life expectancy divisor is determined by using the age on December 31 of the oldest designated beneficiary, unless separate accounting applies. For nonspouse beneficiaries, this initially-determined divisor is reduced by one for each subsequent year's calculation. The five-year rule requires you to completely withdraw your Beneficiary IRA assets by the end of the fifth year following the year in which the depositor died.

- 2. 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 depositor's IRA on the determination date, which is September 30 of the year following the year in which the depositor died. Any beneficiary who completely distributes his/her/its interests in the depositor's IRA or completely disclaims his/her/its interests in the depositor's IRA, under IRC Section 2518, by the determination date will not be considered when designated beneficiaries are determined. Any beneficiary who dies after the depositor'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 depositor's IRA on the determination date, and separate accounting does not apply, the depositor's IRA will be treated as having no designated beneficiary, and your Beneficiary IRA may be subject to the rules described below.
- 3. Qualified Trust Beneficiary.** If the depositor named a qualified trust, which is defined in Treasury Regulation 1.401(a)(9)-4, Q&A 5, as his/her IRA beneficiary, the beneficiaries of the qualified trust are treated as the beneficiaries of the depositor's IRA for purposes of determining designated beneficiaries and the appropriate life expectancy period after the depositor's death. We may require documentation of qualified trust status. A qualified trust must provide documentation of its beneficiaries to the trustee by October 31 of the year following the year of the grantor's death.

RMD Rules If A Named Beneficiary Is Not A Designated Beneficiary.

If any beneficiary that has an interest in the depositor's IRA on the determination date is not an individual (such as an estate, charity or nonqualified trust), the following RMD rules will apply to your Beneficiary IRA, even if you are an individual. However, if there are multiple beneficiaries and separate accounting applies, the application of the RMD rules described under this heading do not apply to you as an individual.

If the depositor's IRA is treated as having no designated beneficiary, you will be required to completely withdraw your Beneficiary IRA assets by the end of the fifth year following the year in which the depositor died. Yearly distributions are not required.

RMD Rules for Spouse Beneficiaries. If you are the only beneficiary of the depositor's IRA, or if there are multiple beneficiaries and separate accounting applies, and you are the depositor'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 depositor would have attained age 70½.

If you are the only beneficiary of the depositor's IRA, or if there are multiple beneficiaries and separate accounting applies, you can treat your share of the depositor's IRA as your own IRA after the depositor's death. However, the option to treat the Beneficiary IRA as your own is not available if a qualified trust is named as beneficiary of the depositor's IRA, even if you are the sole beneficiary of the trust.

As a spouse beneficiary, you could take a distribution of your share of the beneficiary IRA and roll it over to a Roth IRA of your own.

RMD Rules for a Beneficiary of a Deceased Plan Participant. Generally, the rules for determining RMDs under an employer plan apply to a beneficiary under a beneficiary IRA. Exceptions apply if a plan participant dies before his/her RBD. One exception allows a beneficiary to 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. The other exception applies to a beneficiary who, by election or by default under the employer plan's terms, is subject

to the five-year rule. In this situation, during the year following death, if the beneficiary rolls over the plan balance less an RMD based on the life expectancy rule (and takes such amount from the plan), the beneficiary may use the life expectancy rule in subsequent years to satisfy RMDs from the beneficiary IRA. However, a spouse may not have to take an RMD under the life expectancy rule. You cannot roll over an RMD from an employer plan. Also, a beneficiary under an employer plan's five-year rule may not roll over assets to the beneficiary IRA during the fifth calendar year following the year of the plan participant's death, nor could a spouse beneficiary roll over the assets to his/her own IRA.

RMD Rules for Successor Beneficiaries. In general, successor beneficiaries must use the same distribution method as that of the previous beneficiary. For the year of the previous beneficiary's death the successor beneficiary should take the previous beneficiary's undistributed death year RMD. A spouse that is a successor beneficiary does not have the option to treat the account as his/her own, or the option to complete a rollover to his/her own Roth IRA.

If the depositor's spouse is the sole designated beneficiary through the determination date, and if the spouse beneficiary dies before payments were required to begin, the successor beneficiaries of the spouse beneficiary may be treated as nonspouse designated beneficiaries for purposes of determining the method of distribution.

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 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 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 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 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 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. Subject to IRC Section 1400Q or any other applicable law, individuals in certain federally declared disaster areas may be given the opportunity to take qualified distributions without an early distribution penalty (e.g., for a qualified hurricane distribution). When these qualified 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). Disaster relief for certain qualified distributions may be subject to a lifetime aggregate limit (e.g., for qualified hurricane distributions). Typically, the qualified 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 roll over all or part of the qualified distribution without being subject to the one rollover per 1-year limitation rule 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 notices and publications, or visit the IRS's web site at www.irs.gov.