

INSIDE

Premiere Select® SIMPLE IRA Plan  
*Employee Kit*

National Financial Services LLC, Member NYSE, SIPC

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## SIMPLE IRA PLAN



EMPLOYEE GUIDE



The Premiere Select® SIMPLE IRA Plan is a retirement plan designed for small companies. With the Premiere Select SIMPLE IRA Plan, you can build your retirement savings with the assistance of your employer, while at the same time reducing your current taxable income. And, you get the experience of an investment representative to assist you with your SIMPLE IRA.



The Premiere Select® SIMPLE IRA Plan makes it easy for you to save for retirement and helps you take charge of your financial future. With the Premiere Select SIMPLE IRA Plan, you can:

- > Contribute a percentage of your compensation each year for retirement through automatic deductions from your paycheck.
- > Reduce your current federal (and, in most cases, state) tax bill through pre-tax contributions.
- > Accumulate any tax-deferred earnings until you withdraw your money.
- > Receive employer contributions.

- > Become immediately vested in all contributions as soon as you (and your employer) make them, meaning that you “own” the contributions as soon as they are made. With the SIMPLE IRA Plan, you don’t have to wait to become fully vested.

## Take Charge

You may be eligible to receive a tax credit based on your annual compensation.\*

\* Tax laws allow for a temporary non-refundable tax credit for contributions by eligible taxpayers. This credit is available for years 2004–2006. See your tax advisor for more information.



The Premiere Select SIMPLE IRA Plan is one convenient and cost-effective way for you to build your retirement savings with the help of your employer.

If you're like most people, spending time with your loved ones is important. By contributing as much as you can to your SIMPLE IRA, you may be able to help ensure the future financial security of you and your loved ones.

## Outstanding Benefits

### IT'S EASY

If you're like most people, you may find it hard to save on a regular basis. A SIMPLE IRA makes saving easy because it's automatic. You decide how much to contribute. The money is then deducted from your paycheck and invested directly into your SIMPLE IRA.

### IT'S AFFORDABLE

You don't have to contribute a lot of money every pay period to build a significant retirement nest egg over time. That's because the money invested in your SIMPLE IRA compounds on a tax-deferred basis. Instead of paying taxes each year on any investment earnings, the money is automatically reinvested in your SIMPLE IRA. As any tax-deferred investment earnings accumulate, they may generate additional earnings that are able to compound over time. You won't pay taxes on any investment earnings until you begin to withdraw your money at retirement — at a time when you could be in a lower tax bracket.

# Reduce Taxes

With the Premiere Select SIMPLE IRA Plan, you can reduce your current income taxes.

When you save for retirement through your Premiere Select SIMPLE IRA Plan, the amount you contribute to your SIMPLE IRA is deducted from your salary before most federal (and, in many cases, state) income taxes are calculated. As shown in the table below, this helps to reduce your current federal taxable income. In effect, the federal government allows you to invest more money for your retirement.

Contributing to your SIMPLE IRA Plan usually leaves you with more take-home pay than if you had invested the same amount in a taxable savings account.

Saving on your own in a taxable savings account	
If you made	\$30,000
And paid federal income taxes of 25%	-\$7,500
And saved \$100 a month	-\$1,200 (per year)
You would take home	\$21,300

Savings through a SIMPLE IRA Plan <sup>1</sup>	
If you made	\$30,000
And contributed \$100 a month to a SIMPLE IRA	-\$1,200
Your taxable income would be	\$28,800 (per year)
Your federal income tax at 25% would be	-\$7,200
You would take home	\$21,600
Increase in take-home pay by contributing to a SIMPLE IRA Plan	\$300

<sup>1</sup> This hypothetical example is for illustrative purposes only. Contributions to, and earnings on, a SIMPLE IRA will be taxed when withdrawn at the tax rates, and according to the tax regulations, in effect at the time of withdrawal.



By saving through your SIMPLE IRA Plan, the contributions you and your employer make will work together to help provide you with a more financially secure future. And, the more you contribute to the Plan, the more likely it will be that you can look forward to the kind of future you've always dreamed of.

With the Premiere Select SIMPLE IRA Plan, your employer helps you save for retirement by making

contributions to your SIMPLE IRA. These added dollars give a real boost to your retirement savings.

## An Added Boost

How regular SIMPLE IRA contributions can add up over time<sup>2</sup>

Monthly Investment <sup>3</sup>	10 Years	15 Years	20 Years	25 Years	30 Years
\$100	\$18,287	\$34,667	\$58,905	\$95,110	\$149,047
\$300	\$54,886	\$103,815	\$176,711	\$285,315	\$447,119
\$500	\$91,475	\$173,022	\$294,515	\$475,521	\$745,191

<sup>2</sup> This hypothetical example assumes monthly investments of \$100, \$300, and \$500, growing tax deferred at a compounded annual rate of return of 8%. All earnings are reinvested; no taxes are reflected. Distributions from your SIMPLE IRA are subject to ordinary income taxes and may be subject to a 25% or 10% early distribution penalty if you are under age 59½ at the time of withdrawal. The example does not reflect an actual investment or the performance of any mutual fund or product. The value of your original investment and your return may vary.

<sup>3</sup> Periodic investment plans do not ensure profit or protect against loss in a declining market.



Here's how to put the Premiere Select SIMPLE IRA to work for you.

#### MAKING CONTRIBUTIONS

- > You can elect to make salary-deferral contributions to your Premiere Select SIMPLE IRA. Simply specify the percentage of your compensation (or a specific dollar amount, if your employer so allows) to be contributed to the Plan. Your employer will deduct the amount you have specified from your pay, before taxes are withheld, and invest your SIMPLE IRA contributions in your SIMPLE IRA. It's that easy.
- > You can stop contributing to your SIMPLE IRA at any time. Ask your employer for instructions and any restrictions on resuming your contributions.
- > Initially, all contributions will be invested in your SIMPLE IRA according to the investment instructions you provide on your Premiere Select SIMPLE IRA application.
- > Your investment representative can provide assistance if you decide to make any changes to your investment selections.
- > Monthly statements of your account activity will be sent to both you and your investment representative.
- > If you want to change the amount of your contribution, ask your employer for details on how often you may do so. This information is also provided in the Summary Description of the Plan which your employer will provide to you.

## Simple Solutions

#### HOW MUCH CAN YOU CONTRIBUTE TO YOUR SIMPLE IRA?

The annual maximum that you may contribute to a SIMPLE IRA is:

2006 — \$10,000 (indexed thereafter for inflation in \$500 increments)

#### CATCH-UP CONTRIBUTIONS FOR SIMPLE IRA OWNERS

SIMPLE IRA owners age 50 or older (as of December 31 of the tax year) may be eligible to make an annual "catch-up contribution" in addition to their annual contributions. The catch-up contribution limits are as follows:

2006 — \$2,500 (indexed thereafter for inflation in \$500 increments)



### CAPITAL PRESERVATION PORTFOLIO

This portfolio includes a primary component of bond funds to help provide somewhat higher returns (than short-term funds) and a secondary component in short-term funds to help provide liquidity. The investment in equity funds (which invests in stocks) can

## An Array of Investment Choices

The Premiere Select SIMPLE IRA Plan offers you a wide variety of investment choices.

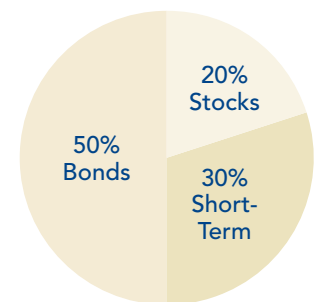
### BROKERAGE ACCOUNT

The Premiere Select SIMPLE IRA gives you flexibility in deciding where to invest your contributions, through a brokerage account. The Premiere Select SIMPLE IRA brokerage account allows you to structure your portfolio to help meet your financial planning needs, offering you access to both individual securities and a vast array of mutual funds.

For further information on these investment options, please consult with your investment representative.

### SAMPLE PORTFOLIO STRATEGIES

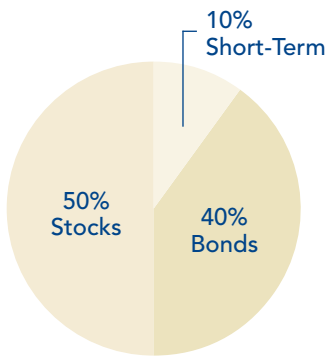
These sample portfolios can help you decide how to diversify your retirement portfolio. Your investment representative can provide information on each of the investment choices. Keep in mind that these are sample portfolios only. When building your own portfolio, you should consider your individual circumstances and any other assets or investments you may have, as well as your risk tolerance.



provide partial protection against inflation. While a component of this model is comprised of either short-term or money market mutual funds,<sup>†</sup> the portion in bond and equity funds will cause fluctuation in value.

Because of the conservative nature of this portfolio, it may be appropriate for those investors who cannot tolerate great swings in account value or who expect to withdraw a significant amount from their plan account within the next three years.

## BALANCED PORTFOLIO

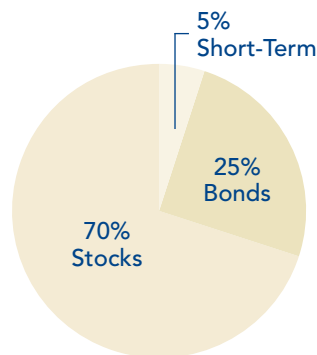


This portfolio is balanced between growth, or equity, and bond funds, with a component in short-term or money market mutual funds<sup>4</sup> to help provide stability and liquidity. The investment in equities should help the account to appreciate over time and provide some protection against inflation. As a result of the equities/growth component, the value of the account will fluctuate, although the bond and short-term components should help to moderate these fluctuations.

This portfolio may be appropriate for those investors who cannot tolerate substantial swings in value or who do not have sufficient time to ride out significant fluctuations caused by changing conditions in the financial markets.

## GROWTH PORTFOLIO

This portfolio is invested primarily in growth/equity funds, combined with a secondary component in bond funds and a small amount in short-term or money market mutual funds.<sup>4</sup> This substantial equity investment should help the account to appreciate over time and provide a hedge against inflation. As a result of this weighting toward equities, the value of the account will fluctuate substantially, although the bond component should help to moderate these fluctuations somewhat. This portfolio may be appropriate only for those investors who can tolerate substantial swings in value and who have sufficient time (at least seven years, on average) to ride out these fluctuations.



Remember that once you select an investment, you are not locked into your choice. If your savings objectives or circumstances change, you can adjust how your money is invested. Before making any investment choice, you may want to talk with your investment representative.

## WORKING WITH YOUR INVESTMENT REPRESENTATIVE

Your investment representative can provide you with the information you need to help you develop an investment strategy that may help you reach your financial goals. Sample portfolio strategies are illustrated in this brochure to help you determine what makes sense for you — but these sample portfolios should not be considered investment advice.

These hypothetical portfolios are for illustrative purposes only and should not be considered investment advice. These hypothetical portfolios are subject to change. You should choose your own investments based on your particular objectives and situation.

<sup>4</sup> An investment in a money market mutual fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other U.S. government agency. Although a money market mutual fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund.

# Accessing Your Retirement Savings



The Premiere Select SIMPLE IRA Plan is designed as a long-term retirement savings vehicle.

In order to keep your retirement plan money working for as long as possible, the IRS has imposed these early withdrawal penalties:

- > If you are under age 59½ and you withdraw money within the first two years of the date your employer makes the initial contribution to your SIMPLE IRA, your distribution generally will be subject to a 25% early withdrawal penalty.<sup>5</sup>
- > If you are under age 59½ and you withdraw money after the first two years of the date your employer makes the initial contribution to your SIMPLE IRA, your distribution generally will be subject to a 10% early withdrawal penalty.<sup>5</sup>

You are generally required to begin distributing money from your SIMPLE IRA no later than April 1 the year following the year in which you reach age 70½ and must occur by December 31 each year thereafter.

## TAKE CHARGE BY FOLLOWING THREE EASY STEPS

Once you and your investment representative have reviewed the benefits of saving for retirement through the Premiere Select SIMPLE IRA Plan, here are the steps you need to follow to get started:

### Step 1

#### Decide how much to contribute

Choose a percentage of your compensation (or a specific dollar amount if your employer so allows) that you wish to contribute to the Plan each year.

### Step 2

#### Select your investments

Work with your investment representative to choose an appropriate strategy for your retirement investing. Your investment representative will provide copies of prospectuses for the mutual fund investments you wish to consider.

### Step 3

#### Complete the necessary forms

Complete the Premiere Select SIMPLE IRA Plan Application and the Salary Reduction Agreement and give both documents to your employer. Read the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement and the Summary Description for your Plan.

## GET STARTED TODAY

With the support of your employer and the investment representative selected for your Premiere Select SIMPLE IRA Plan, you'll take an important step toward greater long-term financial security.

<sup>5</sup>SIMPLE IRA assets are eligible to be converted to a Roth IRA after the two-year period has expired. Assets converted to a Roth IRA are taxable in the year of the conversion.



For Branch Use Only		
BRANCH PREFIX		ACCOUNT NO.
RR	RR2	AGENCY
Is Holder an Employee of your B/D? <input type="checkbox"/> No <input type="checkbox"/> Yes		

# PREMIERE SELECT® SIMPLE IRA PLAN ACCOUNT APPLICATION

**Important Information:** To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to National Financial Services LLC ("NFS") require that your Broker/Dealer verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, your Broker/Dealer may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if your Broker/Dealer cannot verify this information. Neither your Broker/Dealer nor NFS will be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

▶ All items marked with this symbol are required. Applications that are missing required information will not be processed.

## 1. GENERAL INFORMATION: ACCOUNT HOLDER

### Personal Information

▶ FULL LEGAL NAME *first, middle, last*      ▶ DATE OF BIRTH *mm/dd/yyyy*

DAY PHONE      EVENING PHONE

E-MAIL

Single/Divorced/Widowed     Married    No. of Dependents: \_\_\_\_\_

▶ **Legal Address** *No P.O. boxes*

ADDRESS LINE 1

ADDRESS LINE 2

CITY      STATE/PROVINCE      ZIP/POSTAL CODE

COUNTRY

▶ COUNTRY OF CITIZENSHIP

SOCIAL SECURITY NO.     TAXPAYER ID NO.    ▶ COUNTRY OF TAX RESIDENCE

▶ TYPE OF GOVERNMENT-ISSUED ID      ▶ ID NUMBER

▶ STATE/COUNTRY OF ID ISSUANCE    ID ISSUANCE DATE    ▶ ID EXPIRATION DATE

▶ **Mailing Address**     *Same as Legal Address*

ADDRESS LINE 1

ADDRESS LINE 2

CITY      STATE/PROVINCE      ZIP/POSTAL CODE

COUNTRY

## 2. EMPLOYER INFORMATION

See the Summary Description provided by your employer for the following information.

EMPLOYER NAME *(i.e., Name of Company)*

CONTACT PERSON'S NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY      STATE/PROVINCE      ZIP

COUNTRY

EMPLOYER TAX IDENTIFICATION NO.

My employer maintains their SIMPLE IRA Plan at another Financial Institution, but I am establishing a Premiere Select SIMPLE IRA.

**Please complete the following only if you are transferring your existing SIMPLE IRA to the Premiere Select SIMPLE IRA Plan.**

SIMPLE FUNDING DATE *mm/dd/yyyy*

*If no date provided, date of first contribution will be used.*

**3. AFFILIATION INFORMATION**

I am  I am not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.

I am  I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such person. If yes, provide name of company:

COMPANY NAME \_\_\_\_\_ COMPANY SYMBOL/CUSIP \_\_\_\_\_

I am  I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the NASD, or a municipal securities Broker/Dealer. If yes, provide name of entity:  Same as My Employer.

AFFILIATED ENTITY NAME \_\_\_\_\_

ADDRESS LINE 1 \_\_\_\_\_

ADDRESS LINE 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

**4. SUITABILITY**

**Financial Profile**

**▶ Annual Income**

*From all sources*

- Under \$25,000
- \$25,000 - \$50,000
- \$50,001 - \$100,000
- Over \$100,000

\$ \_\_\_\_\_

**▶ Estimated Net Worth**

*Excluding primary residence*

- Under \$50,000
- \$50,000 - \$100,000
- \$100,001 - \$500,000
- Over \$500,000

\$ \_\_\_\_\_

**▶ Investable/Liquid Assets**

*Including cash and securities*

- Under \$50,000
- \$50,000 - \$100,000
- \$100,001 - \$500,000
- Over \$500,000

\$ \_\_\_\_\_

**▶ Federal Tax Bracket**

- 15% or below
- 16%-28%
- Over 28%

**Account Funding Source**

- Asset appreciation
- Business revenue
- Inheritance
- Legal/insurance settlement
- Sale of assets
- Savings from earnings

Other: \_\_\_\_\_

**Investment Profile**

**▶ Investment Objectives** Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives.

- \_\_\_ Preservation of capital
- \_\_\_ Income
- \_\_\_ Capital appreciation
- \_\_\_ Speculation
- \_\_\_ Trading profits

**▶ Risk Tolerance**

- Conservative
- Moderate
- Aggressive
- Combination: \_\_\_\_\_

**▶ Investment Time Horizon**

- Short (0-5 years)
- Intermediate (6-10 years)
- Long (over 10 years)
- Combination: \_\_\_\_\_

**▶ General Investment Knowledge**  Limited  Good  Extensive

**▶ Investment Product Knowledge**

Please enter the account holder's level of knowledge in each of the following:

	None	Limited	Good	Extensive
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**5. ACCOUNT CHARACTERISTICS**

**Dividend, Interest, Capital Gains**

Choose one. I agree to the terms and conditions governing the Equity Dividend Reinvestment Service provided in the attached Customer Agreement.

- Reinvest all mutual fund dividends and capital gains; pay all eligible stock dividends in cash and credit the core money market mutual fund.
- Reinvest all mutual fund dividends and capital gains; reinvest all eligible stock dividends.
- Pay all mutual fund dividends and capital gains in cash; pay all eligible stock dividends in cash; credit the core money market mutual fund.
- Pay all mutual fund dividends and capital gains in cash and credit the core money market mutual fund; reinvest all eligible stock dividends.

**Core Money Market Mutual Fund**

Consult your Broker/Dealer for a list of available funds. Indicating no choice will be considered your authorization for your Broker/Dealer to establish their default fund as your core account vehicle. Please ensure that you have read the prospectus before making a decision on the appropriate core money market mutual fund selection.

FUND NAME \_\_\_\_\_

FUND SYMBOL \_\_\_\_\_

**Optional Features** You must qualify to add these features to your account. Additional applications will be required.

Indicate any features in this section that you would like to request. Consult your Broker/Dealer for availability and eligibility, and to obtain the appropriate additional application(s) to apply for the features(s) you want.

**Account Features**

- Options
  - Fee-Based Account (including Premiere Select IRA for Managed Accounts)
- Indicate type below.

ACCOUNT TYPE \_\_\_\_\_

**6. SIMPLE IRA BENEFICIARY DESIGNATION**

Attach additional sheet if necessary, which must include your account number, your signature, and must be dated.

Share percentages must total 100% for primary and 100% for contingent. Use percentages only, not dollar amounts.

- If you wish to designate your estate as your beneficiary, please indicate "Estate" in the Primary Beneficiaries section.
- If beneficiary is a trust, provide trust name, names of all trustees, and date trust was established.
- If your account contains community property and you do not designate your spouse as your primary beneficiary for at least 50% of the value of your account, you may want to consult with your attorney or tax advisor to determine the impact of community property laws on your beneficiary designations.
- To change your beneficiary designation in the future, you must complete a Premiere Select IRA Beneficiary Designation Form, which can be obtained from your investment representative.

Before making a Per Stirpes designation, consult with an estate planning attorney. By checking the Per Stirpes box, you are agreeing that if the specified beneficiary(ies) predeceases you, his or her share of the account will pass through to his or her descendants. Per Stirpes will be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of death of the depositor. *If you make any Per Stirpes designation, provide name of executor or other contact.* If you do not provide a name or if the contact named is unavailable or unable to act, the contact will default to your executor. If you need to update the contact name in the future, you can do so by submitting either a Letter of Instruction or a Premiere Select IRA Beneficiary Designation Form completed in its entirety.

CONTACT/EXECUTOR NAME

**PRIMARY Beneficiaries**

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

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NAMES OF TRUSTEES *if applicable*  Per Stirpes

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

**CONTINGENT Beneficiaries**

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

NAME OF BENEFICIARY  Spouse  Non-Spouse  Trust  Entity

SOCIAL SECURITY NO.  TAXPAYER ID NO. DATE OF BIRTH/TRUST *mml/dd/yyyy*

COUNTRY OF CITIZENSHIP/ORGANIZATION % SHARE

NAMES OF TRUSTEES *if applicable*  Per Stirpes

If more than one person is named and no share percentages are indicated, payment shall be made to my primary beneficiary(ies) who survive me in equal shares. If a percentage is indicated and a primary beneficiary(ies) does not survive me, unless I have checked the Per Stirpes box, the percentage of that beneficiary's(ies) designated share shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of my death, I hereby specify that the balance is to be distributed to my contingent beneficiary(ies) listed above. I understand that payment to my contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies).



**7. SIGNATURES**

I hereby adopt the Premiere Select SIMPLE IRA, appointing Fidelity Management Trust Company ("FMTC"), or any successor thereof, as Custodian. I agree to the appointment of National Financial Services LLC ("NFS") as the sole carrying Broker/Dealer to perform administrative services, and I designate \_\_\_\_\_ as my Broker/Dealer. Establishment of my Premiere Select SIMPLE IRA will be evidenced by a Letter of Acceptance sent by or on behalf of FMTC. **I understand that the beneficiary of my Premiere Select SIMPLE IRA established with this Application will be my surviving spouse or, if none exists, my estate, until a completed Beneficiary Designation Form is received and accepted by NFS.** I understand that my Premiere Select SIMPLE IRA will be subject to the fees more fully described in the Customer Agreement. I understand that upon issuer's request, in accordance with applicable rules and regulations, NFS will disclose my name to issuers of securities if securities are held in my account, so that I can receive important information, unless I do not consent to disclosure; and I will notify my Broker/Dealer in writing if I do not consent. (Note: You may not object to disclosure for certain securities registered under the Investment Company Act of 1940.) I am at least 18 years of age and of full legal age in the state in which I reside. I understand that telephone calls to my Broker/Dealer and NFS may be monitored or recorded, and I consent to such monitoring or recording. I certify under penalties of perjury that: (1) I am a U.S. person (including a U.S. resident alien) and (2) the Taxpayer Identification Number (or Social Security Number) provided above is correct (or I am waiting for one to be issued to me). I hereby direct NFS to take direction from my employer to remove excess or erroneous

SIMPLE contributions from my Premiere Select SIMPLE IRA. I hereby agree to indemnify and hold harmless FMTC, NFS, their agents, affiliates and successors from any actions arising from NFS acting upon such direction from my employer.

**I represent that I have received and read the Customer Agreement, the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement, of which this Application is a part, governing this account and agree to be bound by such Agreements as are currently in effect and as may be amended from time to time. These Agreements shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.**

**If I am a U.S. person (which includes U.S. resident aliens), I hereby certify under the penalties of perjury that the taxpayer identification number I have provided is correct. If, after I open my account, my status changes to a non-U.S. person, I understand I am required to notify the Custodian of such change and that I should also submit an IRS Form W-8. If I am not a U.S. person, I am submitting the applicable IRS Form W-8 with this application (or separately sending it) to certify my foreign status and, if applicable, to claim tax treaty benefits.**

**I understand this account is governed by a Pre-Dispute Arbitration Agreement which appears in section 37 on the last page of the Customer Agreement. I acknowledge receipt of the pre-dispute arbitration clause.**

X

SIGNATURE OF SIMPLE IRA OWNER/AUTHORIZED INDIVIDUAL      DATE mm/dd/yyyy

For Branch Use Only

SIGNATURE OF REGISTERED REPRESENTATIVE #1	REP #	DATE mm/dd/yyyy
SIGNATURE OF REGISTERED REPRESENTATIVE #2	REP #	DATE mm/dd/yyyy
SIGNATURE OF PRINCIPAL	DATE mm/dd/yyyy	

The above-named firm hereby accepts its appointment as agent of the Premiere Select SIMPLE IRA owner named above to execute investment directions and for such other purposes as more fully described in the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement upon the earlier of delivery of an instruction, direction, or inquiry or receipt of compensation with respect to the above-mentioned account or upon a firm signature.

# Customer Agreement

To my Broker/Dealer ("You") and National Financial Services LLC ("NFS"), a Fidelity Investments company:

**In consideration of You and NFS opening one or more brokerage accounts as part of my Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, Premiere Select Roth IRA, Premiere Select IRA Beneficiary Distribution Account, Premiere Select Roth IRA Beneficiary Distribution Account, Premiere Select Retirement Plan, and/or Premiere Select Retirement Plan Beneficiary Distribution Account (each of which is referred to herein as "account" or "retirement account") on my behalf, I represent and agree as follows:**

1. I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of this Agreement with respect to the purchase or sale of securities in my account. To carry out Your duties, You are authorized to place and withdraw orders and take such other steps and actions to carry out my directions.

2. I understand that You will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify Fidelity Management Trust Company ("FMTC"), Custodian/Trustee of my retirement account, otherwise.

3. I understand that You have entered into an agreement with NFS (a NYSE member firm) to execute and clear all brokerage transactions.

4. I understand that FMTC, Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and that FMTC and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, and/or any applicable Securities regulations, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as otherwise described herein.

5. **IRA for a Minor** - If this is a Premiere Select Traditional, Roth, Rollover, or SEP IRA for a minor, I understand NFS will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (UGMA/UTMA) for which I act as UGMA/UTMA Custodian. I understand that I represent and warrant the assets in the account belong to the minor, and all such assets, whether or not transferred out of the minor's account, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the UGMA/UTMA Custodian with respect to such account for a minor. I acknowledge and agree with the following additional terms and conditions:

- The minor has earned income to contribute to an IRA.
- The maximum amount that may be contributed to the minor's IRA for any year is equal to the lesser of 100% of the minor's compensation or the annual IRA contribution limit. (Please refer to the **Premiere Select IRA Contribution Guide** for information on annual IRA contribution limits.)
- I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the **Premiere Select IRA Application**, this **Agreement**, the **Premiere Select IRA Custodial Agreement and Disclosure Statement**, or the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement (the "Agreements")**, as applicable.
- The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
- The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 8, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement.
- The minor's IRA will contain the UGMA/UTMA Custodian designation in the IRA registration. The IRA Custodian shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.
- Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.
- Acceptance by the IRA Custodian of any contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- I understand that the minor will have access to information that I provide to my Broker/Dealer on the Application.

6. Although FMTC is a bank, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this retirement account may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.

7. An investment in any money market fund is not guaranteed by the FDIC or any other governmental agency. Although money market mutual funds seek to preserve the value of my investment at \$1.00 per share, I understand that it is possible to lose money by investing in such fund.

I understand that investing in a tax-exempt security is inappropriate for a retirement account.

8. Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities, nor does coverage extend to certain securities that are considered ineligible for coverage. For details or to request a SIPC brochure, please visit [www.sipc.org](http://www.sipc.org) or call (202) 371-8300.

9. **Equity Dividend Reinvestment Service (the "Service") – Provision of Equity Dividend Reinvestment Plan.** My enrollment in the Service will be activated on the day I notify You by telephone, or within 24 hours after receipt of my written notification, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by Section 9 as well as any other agreements between us that apply to my brokerage account.

This Service is subject to the terms and conditions set forth in this Section 9, and I understand that my dividend reinvestment options might be different if I were to hold securities directly with certain types of issuers, such as mutual funds, instead of through my IRA.

I may direct You to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes You to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, "dividends") in additional shares of the same security.

To add or remove the Service with respect to securities in my account, I must notify You of my election on or before 9:00 p.m. Eastern Standard Time (EST) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify You on or before 9:00 p.m. EST one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

Dividend reinvestment does not assure profits on my investments and does not protect against loss in declining markets.

You reserve the right to terminate or amend the Service and reinvestment plan described in this Section 9 at any time, without notice, including instituting commissions or transaction fees.

**Eligible Accounts.** The Service is available to brokerage customers who maintain cash, margin, or retirement brokerage accounts carried at NFS.

**Eligible Securities.** To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs) which is margin eligible (as defined by NFS) and listed on the New York Stock Exchange or the American Stock Exchange, or traded on the National Association of Securities Dealers Automated Quotation System (NASDAQ). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

If I attempt to enroll a security for which I have placed a buy limit order which has not been filled, my enrollment election will be held for five (5) consecutive business days, at which point I must notify my Broker/Dealer of my desire to re-enroll the security for another five (5) consecutive business days.

If I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

**Eligible Cash Distributions for Reinvestment.** Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distributions. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested. If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account or any other account to make automatic reinvestment purchases.

**Dividend Reinvestment Transactions in Eligible Securities.** On the dividend payable date for each security participating in the Service, You will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Three (3) business days prior to the dividend payable date, NFS will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best efforts' basis. My account will be credited with the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased.

Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the date the dividend is actually paid.

If I liquidate shares of an enrolled security between the dividend record date and the business day prior to the dividend payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account used for settling transactions and holding credit balances. If I liquidate shares of an enrolled security on the dividend payable date, such shares will participate in the Service.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will receive cash in lieu of my partial shares. For voluntary reorganizations, instructions I give You will be applied to my whole shares and the partial shares will be liquidated at market price.

**Partial Shares.** Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

**Confirmations and Monthly Statements.** In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly brokerage account statement. I may obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling my Broker/Dealer.

**Continuing Effect of Authorization; Termination.** I authorize You to purchase for my account shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give You notice to the contrary on or before 9 p.m. EST on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. EST at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to Your receipt of the notice. I may withdraw completely or selectively from the program. If I transfer my account, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

**Automatic Dividend Reinvestment Transactions through the Depository Trust Company.** I understand that if I elect to participate in the Service, reinvestment for certain securities may occur through the Depository Trust Company's dividend reinvestment service (the "DTC program"). DTC and the issuer determine which securities participate in the DTC program. Only certain eligible DTC program securities will participate in the Service, and such eligibility is determined by NFS. I can obtain immediate information regarding DTC-eligible securities by telephoning my Broker/Dealer.

Securities eligible for reinvestment through the DTC program portion of the Service cannot participate in the cash reinvestment portion of the Service. If a DTC program-eligible security subsequently becomes DTC program ineligible and I have elected dividend reinvestment for that security, I will automatically continue to participate in the cash reinvestment portion of the Service. If a DTC program-ineligible security subsequently becomes DTC program eligible and I have elected dividend reinvestment for that security, then I will continue to participate in the Service through the DTC program portion of the Service for that security. No communication regarding these changes will be provided to me.

You will post the DTC program transaction to my account when the details, including determination of any discount, are made available to You by DTC. Such transactions, although not posted to my account on the dividend payable date, will be effective as of such date. If I liquidate my shares after the dividend record date, but before the DTC program reinvestment is posted to my account, then I will receive the dividend in cash.

10. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the related Application and the information herein, will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. In addition, I attest that my Adjusted Gross Income does not exceed \$100,000 for the year in which I am making the conversion. I understand that I cannot convert assets in my SIMPLE IRA to a Roth IRA until after the expiration of the two-year period, beginning on the date I first participated in a SIMPLE IRA Plan maintained by my employer.

11. If I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution.

12. In the event I become indebted to You or NFS in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried, or maintained by NFS for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to You or NFS and are held by NFS as security for the payment of any of my liability or indebtedness to You or NFS in any of the said brokerage accounts. You and NFS shall have the right to sell, assign, or transfer securities, and any other property so held by You or NFS, from or to any other of my brokerage accounts whenever in Your judgment You or NFS consider such a transfer necessary for Your protection in enforcing Your lien. You or NFS shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. **No provision of this Agreement concerning liens or security interests shall apply to the extent which application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**

13. All transactions are subject to the constitution, rules, regulations, customs, and usages of the exchange, market, or clearinghouse where executed, as well as to any applicable federal or state laws, rules, and regulations.

14. **To the extent that any part of this Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement, or Premiere Select Retirement Plan and Trust Agreement ("the Documents"), as applicable, were obtained online by me, I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FMTC or its successors, NFS, and You. I acknowledge that any alteration of the Documents' original terms shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC, NFS, and You. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that FMTC, its agents, affiliates, or its successors has reasonable grounds to believe the Document(s) has/have been altered.**

15. **No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision so waived. No provision of this Agreement can be amended or waived, except by an authorized representative of NFS.**

16. **I understand that sufficient funds must be in my account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You may deem necessary.**

17. I have received and read the Prospectus for the core mutual fund designated in the attached retirement account Application(s). I understand that my account statement details all activity in the core mutual fund. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand that some or all of the funds' distribution and service plans, as allowed under SEC Rule 12b-1, permit the funds to pay fees to broker/dealers with respect to the distribution of the funds' shares, and that You or NFS may receive such a fee as a result. I understand that my Broker/Dealer may charge additional fees and that neither NFS nor FMTC shall incur any liability for the payment of any fees to my Broker/Dealer from assets in my account.

18. I understand that NFS and FMTC reserve the right not to accept assets in my account until such time as NFS has received my completed paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC, as indicated by a letter of acceptance. I agree to indemnify and hold NFS and FMTC (and their affiliates, successors, and employees) harmless from any loss or liability that they or I may incur as a result of assets in my account not being accepted until such time as NFS has received my completed retirement account paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC.

19. **I understand a \$35 NFS Annual Maintenance Fee may be paid separately or collected from my retirement account balance. I understand a \$75 NFS Liquidation/Termination Fee may be collected from my retirement account balance when I liquidate or terminate my retirement account. I understand that the \$75 liquidation fee cannot be paid by separate check. NFS may change the fee schedule from time to time.**

**20.** I understand that if I am re-registering a limited partnership, I may be charged a re-registration fee, up to the maximum of \$200, to change my registration to NFS.

**21.** Neither You nor NFS shall be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond Your control, including, but not limited to, extreme market volatility or trading volumes. Neither You nor NFS shall be responsible for any loss or expense relating to removal of assets from, or restrictions on trading in, securities in my account based on the actions of issuer.

**22.** I understand that all debit items, including without limitation, checks, securities account purchases, and electronic funds transfers, will be accumulated daily, and that NFS will promptly pay each on my behalf to the extent that sufficient funds can be provided from amounts contributed by me or on my behalf and available that day, or from proceeds of redemption of fund shares or other assets in my accounts, which NFS is authorized to redeem to pay such items. I will maintain sufficient assets in my account to satisfy all obligations as they become due.

NFS shall not be responsible for the dishonor of any transaction due to insufficient collected balance. Other transactions that I initiate, or to which I have consented, may also reduce my collected balance.

I understand that if the collected balance in my account is insufficient to pay any item, such items will not be honored. I will promptly return to NFS any assets that NFS distributes to me but to which I am not entitled.

**23.** The reasonable costs of collection of any unpaid deficiency in my retirement account, including attorneys' fees incurred by You or NFS, shall be reimbursed by me to You or NFS.

**24. To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to NFS require that my Broker/Dealer verify my identity by obtaining my name, date of birth, address, and a government-issued identification number before opening my account. In certain circumstances, my Broker/Dealer may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if my Broker/Dealer and/or NFS cannot verify this information. Neither my Broker/Dealer nor NFS will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information or from any restriction placed upon, or closing of, my account.**

Any information I provide to my Broker/Dealer may be shared by my Broker/Dealer and/or NFS with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with any applicable privacy policy of my Broker/Dealer and the National Financial Services LLC Privacy Policy. Any information I give to my Broker/Dealer may be subject to verification, and I authorize my Broker/Dealer and/or NFS to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. My Broker/Dealer and/or NFS also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

**25.** I understand that my retirement account will be invested in accordance with my instructions as given from time to time to You.

**26.** I understand that I am deemed to have received a copy of the Premiere Select Traditional IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my retirement account by or on behalf of the Custodian, as evidenced by notification.

**27.** I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the re-sale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 (the "Securities Act") and Rules 144, 144A, 145 and 701 thereunder. I agree that it is my responsibility to notify You of the status of such securities and to ensure that any transaction I effect with You will be in conformity with such laws and regulations. I will notify You if I am or become an "affiliate" or "control person" within the meaning of the Securities Act with respect to any security held in my account. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as You may require.

In order to induce You to accept orders with respect to the securities in my account, I represent and agree that, unless I notify You otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to You that the securities are restricted.

I understand that if I engage in transactions which are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy, and I agree to comply with such policy.

**28.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all retirement accounts which I may open or reopen; shall inure to the benefit of the successors of FMTC, NFS, or You, and assigns, whether by merger, consolidation or otherwise; and NFS may transfer my account to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

**29. Choice of Marketplace.** When securities may be traded in more than one marketplace, NFS may use its discretion as a broker/dealer in selecting the market in which to place my order.

**30. Receipt of Communications.** Communication by mail, messenger, telegraph, electronic mail or electronic record, or otherwise, sent to me at the address of record listed on the Application or any other address I may give You in writing are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the address of record, monthly or quarterly, depending on activity. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify You of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days, respectively, after transmitted to me.

**31. Purchase of Precious Metals.** I understand and acknowledge that precious metals and other collectibles within the meaning of Section 408(m) of the Internal Revenue Code may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code, as applicable, and to the extent permitted by NFS. If I direct You or NFS to purchase eligible gold, silver, and platinum coins or permitted bullion for the account, I understand: a) The Securities Investors Protection Corporation (SIPC) does not provide protection for such investments, but if stored through NFS they are insured by the depository at market value; b) such investments are not marginable; and c) such investments can involve substantial risk due to rapid and abrupt price changes, and therefore neither You nor NFS can guarantee an advantageous purchase or liquidation price.

**32. Termination of Retirement Account.** This Agreement may be terminated in accordance with the terms and conditions set forth in the Premiere Select IRA Custodial Agreement, Premiere Select Roth IRA Custodial Agreement, or Premiere Select Retirement Plan and Trust Agreement, as applicable. My final instructions on record with NFS will be applied to any residuals or interest accruals after termination of my account.

## NOTICE TO CUSTOMER

I hereby acknowledge the following notices with respect to my account:

### 33. Payment for Order Flow

My Broker/Dealer or NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.

My Broker/Dealer and/or NFS receive remuneration, compensation, or other consideration for directing customer orders for equity securities to particular Broker/Dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments, or reciprocal business.

**Note:** Trades placed through telephone, electronic or on-line trading systems cannot specify a particular market center for execution.

### 34. Investment Objective Descriptions

The typical investments listed with each objective are only some examples of the kinds of investments that have historically been consistent with the listed objectives. However, neither NFS nor my Broker/Dealer can assure that any investment will achieve my intended objective. I acknowledge that I must make my own investment decisions and determine for myself if the investments I select are appropriate and consistent with my investment objectives.

I acknowledge and agree that neither NFS nor my Broker/Dealer assume any responsibility to me for determining if the investments I selected are suitable for me.

**Preservation of Capital.** An investment objective of Preservation of Capital indicates that I seek to maintain the principal value of my investments and I am interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high quality, short-term fixed-income products.

**Income.** An investment objective of Income indicates that I seek to generate income from investments and I am interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of

typical investments might include high quality, short and medium-term fixed-income products, short-term bond funds, and covered call options.

**Capital Appreciation.** An investment objective of Capital Appreciation indicates that I seek to grow the principal value of my investments over time and I am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower quality, medium-term fixed-income products, equity mutual funds, and index funds.

**Trading Profits.** An investment objective of Trading Profits indicates that I seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low-priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes\*. This is a high-risk strategy.

**Speculation.** An investment objective of Speculation indicates that I seek a significant increase in the principal value of my investments and I am willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include lower quality, long-term fixed-income products, initial public offerings, volatile or low-priced common stocks, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes,\* and the use of short-term or day trading strategies.

**\* Retirement accounts may not be approved for margin trading privileges. Margin is required to sell covered puts and uncovered puts and call options, conduct spreads, and to write straddles and combinations on equities or indexes.**

### 36. NYSE Rule 382

New York Stock Exchange Rule 382 requires that my Broker/Dealer and NFS allocate between them certain functions regarding the administration of my brokerage account. The following is a summary of the allocation services performed by my Broker/Dealer and NFS. A more complete description is available upon request.

**My Broker/Dealer is responsible for** (1) obtaining and verifying account information and documentation, (2) opening, approving, and monitoring my brokerage account, (3) transmitting timely and accurate instructions to NFS with respect to my brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to my margin account (if applicable), and (6) maintaining the required books and records for the services it performs.

**NFS shall perform the following tasks at the direction of my Broker/Dealer:** (1) execute, clear and settle transactions processed through NFS by my Broker/Dealer, (2) prepare and send transaction confirmations and periodic statements of my retirement account (unless my Broker/Dealer has undertaken to do so). Certain pricing and other information may be provided by my Broker/Dealer or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on my behalf, (4) follow the instructions of my Broker/Dealer with respect to transactions and the receipt and delivery of funds and securities for my account, and (5) extend margin credit for purchasing or carrying securities on margin, if applicable. My Broker/Dealer is responsible for ensuring that my account is in compliance with federal, industry, and NFS margin rules and for advising me of margin requirements. NFS shall maintain the required books and records for the services it performs.

I acknowledge and agree that NFS is not responsible for the conduct of my Broker/Dealer and that NFS's only responsibilities to me relate to NFS's executing, clearing, and settling of transactions in my Account. I agree that in no event shall NFS be liable for any acts or omissions of my Broker/Dealer or its agents, contractors or employees.

### 37. Pre-Dispute Arbitration Agreement

**This agreement contains a pre-dispute 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.
- (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.

**All controversies that may arise between us (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the NASD, Inc., and/or any other securities self-regulatory organization or securities exchange of which the entity against whom the claim is made is a member, as I may designate. If I do not notify you in writing of my designation within five (5) days after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. I understand that judgment upon any arbitration award may be entered in any court of competent 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 action 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.**

# Premiere Select<sup>®</sup> SIMPLE IRA Plan Salary Reduction Agreement Form<sup>1</sup>

**Instructions:** Use this form if you wish to direct your employer to defer part of your compensation to your company's SIMPLE IRA Plan, or if you want to change your existing Salary Reduction Agreement. (Please see Section 3(A) of the Premiere Select SIMPLE IRA Plan Summary Description to determine when changes may be made to an existing Salary Reduction Agreement.) Please refer to the Summary Description in its entirety for details on all of your Premiere Select SIMPLE IRA Plan's provisions.

Please retain a copy of this form for your records.

## 1 Employee Information

Name

Social Security Number  -  -

Street Address

City  State  Zip/Postal Code  -

Name of Employer (Company)

## 2 Salary Reduction Election

Subject to the requirements of the SIMPLE IRA Plan of the above-named employer, I authorize  % of my salary, or \$  (insert single-sum amount) (which equals  % of my current salary), to be withheld from my pay for each pay period and contributed to my SIMPLE IRA as a salary reduction contribution.

## 3 Maximum Salary Reduction

I understand that the total amount of my salary reduction contributions in any calendar year cannot exceed \$10,000 for 2005 and 2006.<sup>2</sup>

Employees age 50 or older may be able to make an additional catch-up elective deferral contribution to their SIMPLE IRA. Employees should consult their employer for more information about this additional catch-up contribution.

## 4 Date Salary Reduction Begins

I understand that my salary reduction contributions will start as soon as permitted under the SIMPLE IRA Plan and as soon as administratively feasible or, if later, . (Fill in the date you want the salary reduction contributions to begin. The date must be on or after the date you sign this Agreement.)

## 5 Duration of Election

This Salary Reduction Agreement replaces any earlier agreement and will remain in effect as long as I remain an Eligible Employee under the SIMPLE IRA Plan or until I provide my employer with a request to end my salary reduction contributions or provide a new Salary Reduction Agreement as permitted under my employer's SIMPLE IRA Plan.

Signature  Date  -  -

<sup>1</sup> You can provide copies of this sample Salary Reduction Agreement to your eligible employees or you can create and provide copies of your own customized Salary Reduction Agreement.

<sup>2</sup> After 2006, adjustments for inflation will increase in \$500 increments.

**For questions or assistance, call your Investment Representative.**

# The Premiere Select SIMPLE Individual Retirement Account Custodial Agreement

The participant whose name appears on the accompanying Application is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under Sections 408(a) and 408(p) of the Internal Revenue Code to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the participant the Disclosure Statement required under Regulations Section 1.408-6. The participant and the Custodian make the following Agreement:

## Article I

The Custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the Custodian.

## Article II

The participant's interest in the balance in the Custodial Account is nonforfeitable.

## Article III

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 IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the Custodial Account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
  - (a) A single sum, or
  - (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - (a) If the participant dies on or after the required beginning date and:
    - (i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
    - (ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
    - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

- (b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
  - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
  - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
- 4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the Account.
- 5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
  - (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.
  - (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) 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 individual specified in such paragraphs 3(a) and 3(b)(i).
  - (c) The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
- 6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

## **Article V**

- 1. The participant agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
- 2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
- 3. The Custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

## **Article VI**

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related regulations will be invalid.

## **Article VII**

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the participant and the Custodian.



## Article VIII

### 1. Definitions.

The following definitions shall apply to terms used in this Agreement:

- (a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Depositor to receive contributions under a SIMPLE IRA plan described in Section 408(p) of the Code.
- (b) "Agreement" means the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement, as may be amended from time to time, including the information and provisions set forth in any Application that goes with this Agreement. This Agreement, including the Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic commerce, or electronic imaging.
- (c) "Account Application" or "Application" shall mean the Application, as may be amended from time to time, by which this Agreement is established between the Depositor and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) "Applicable Limit" shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may contribute up to: \$7,000 for 2002; \$8,000 for 2003; \$9,000 for 2004; and \$10,000 for 2005 and beyond. This limit may be adjusted from time to time, in multiples of \$500, by the Secretary of the Treasury in accordance with Section 408(p)(2)(E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may exceed the aforementioned limits by the following amounts: \$500 for 2002; \$1,000 for 2003; \$1,500 for 2004; \$2,000 for 2005; and \$2,500 for 2006 and beyond. The additional limit may also be adjusted from time to time, in multiples of \$500, for increases in the cost of living.
- (e) "Authorized Agent" means the person or persons (including the Broker, as defined below) authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Shares or Other Funding Vehicles in the Depositor's (or following the death of the Depositor, the Beneficiary's) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent. The Custodian is entitled to assume without further inquiry that any instructions or directions executed through the Broker originate from the Authorized Agent or the Depositor (or following the death of the Depositor, the Beneficiary).
- (f) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity, or corporation) designated as such by the Depositor (or following the death of the Depositor, designated as such by a Beneficiary) (i) in a form and manner acceptable to and filed with the Custodian pursuant to Article VIII, Section 8 of this Agreement, or (ii) pursuant to the provisions of Article VIII, Section 8 of this Agreement.
- (g) "Broker" or "Financial Advisor" or "Investment Professional" (collectively the "Broker") shall mean either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934 that clears securities transactions through National Financial Services LLC, or an investment advisor registered under the Investment Advisors Act of 1940, which the Depositor (or following the death of the Depositor, the Beneficiary) has designated as his or her agent in the Account Application or on another signed form acceptable to and filed with the Custodian. Unless the Depositor (or following the death of the Depositor, the Beneficiary) otherwise notifies the Custodian in writing, Broker shall include any successor(s) of the Broker designated by the Depositor (or following the death of the Depositor, the Beneficiary) as his or her agent.
- (h) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (i) "Company" shall mean FMR Corp., a Delaware corporation, or any successor or affiliate thereof to which FMR Corp. may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (j) "Conversion Amount" shall mean all or any part of a distribution from the Account deposited in a Roth IRA.
- (k) "Custodian" shall mean Fidelity Management Trust Company, or its successor(s). Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
- (l) "Depositor" or "Participant" means the person named in the Account Application.
- (m) "Election Period" shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the

day plan notice is provided to each Eligible Employee, if later. In the case of an employee who becomes an Eligible Employee other than at the beginning of the calendar year because i) the Employer has not elected a prior year compensation requirement in the Adoption Agreement, ii) the employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer or iii) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the Employee becomes eligible or the day before that date.

- (n) "Employer" means the sole proprietorship, partnership, corporation or other entity named in the Account Application, or any successor or predecessor to it, or any other Employer that contributed to a SIMPLE plan on behalf of the Depositor.
- (o) "Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Guaranty Trust Company ("DTC") or its successors; (ii) if permitted by the Custodian, interest bearing accounts of the Custodian, and (iii) such other non-DTC eligible assets (but not including futures contracts) which are permitted to be acquired under a Custodial Account pursuant to Section 408 of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset, including tax free investment vehicles. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.
- (p) "Money Market Shares" shall mean any Funding Vehicles which are issued by a money market mutual fund.
- (q) "Plan Year" shall mean the calendar year.
- (r) "SIMPLE" shall mean a Savings Incentive Match Plan for Employees, as defined in Section 408(p) of the Code, under which salary reduction contributions, Employer matching contributions, and Employer nonelective contributions may be made.

## **2. Broker.**

- (a) *Appointment of Broker.* The Broker, Financial Advisor, or Investment Professional (collectively, "the Broker") shall be appointed by the Depositor (or following the death of the Depositor, the Beneficiary) in the Application (or on another signed form acceptable to and filed with the Custodian) as his or her agent to (i) execute such investment directions with respect to Funding Vehicles as the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) may give under the terms of the Custodial Account, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on the Depositor's (or following the death of the Depositor, the Beneficiary's) behalf, as permitted by the Custodian, and (iii) perform such other duties and responsibilities as set forth under this Agreement, as amended from time to time.

The duties and responsibilities conveyed on the Broker through this Agreement shall be accepted by the Broker upon the earlier of the following. (i) the Broker's written acceptance of such duties and responsibilities, as demonstrated by the Broker's signature on the Depositor's (or following the death of the Depositor, the Beneficiary's) Application (or on another signed form acceptable to and filed with the Custodian), (ii) the delivery by the Broker of an instruction, direction, or inquiry to the Custodian with respect to a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account, or (iii) the Broker's receipt of compensation as a result of Funding Vehicles maintained in a Custodial Account.

- (b) *Roles and Responsibilities.* The Custodian is hereby authorized to accept instructions and directions of the Depositor (or Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) through the Broker. The Custodian may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed by the Broker as being made by the Depositor (or Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary).

In all cases the Broker, and not the Custodian, shall have the responsibility for delivering to the Depositor (or following the death of the Depositor, the Beneficiary) the Premiere Select SIMPLE IRA Plan Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies and prospectuses delivered to the Broker relating to such Funding Vehicles. To the extent that the Custodian delivers by way of mail, electronic commerce, or other means to the Broker materials or information with respect to the Account, any such communications delivered to the Broker shall be deemed to have been delivered to the Depositor (or following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) agrees to hold the Custodian and the Company harmless from and against any losses, cost, or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

## **3. Investment of Contributions.**

Contributions to the Account may be invested only in Funding Vehicles, and shall be invested as described below. Notwithstanding anything to the contrary, in the event your Broker terminates its Clearing Agreement with National Financial Service LLC or its successors and assigns ("NFS LLC") to execute and clear securities transactions for the Account, the Custodian reserves the right to limit

the purchase of additional Funding Vehicles in your Account until you designate another Broker that maintains a Clearing Agreement with NFS LLC or transfer your assets from the Account to another account.

- (a) *General.* All contributions (including transfers of assets) to the Account shall be invested in accordance with the Depositor's written instructions in the Application or as the Depositor, the Depositor's Authorized Agent, or the Depositor's Employer directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor or the Depositor's Authorized Agent (or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus or offering circular, for any Funding Vehicles in which the Depositor (or the Depositor's Authorized Agent, or Beneficiary) or the Depositor's Employer, as the case may be, directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 19. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the Internal Revenue Service, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Custodian shall not be obligated to invest any contributions to the Custodial Account which the Custodian has been advised will be transferred without cost or penalty to the Depositor to another SIMPLE IRA (or, if the two-year (2-year) period beginning on the date contributions were first made to a Depositor's SIMPLE IRA Employer (the "two-year period") has elapsed, to another IRA), unless such Funding Vehicles are Money Market Shares designated by the Custodian.
- (b) *Initial Contribution.* The Custodian will invest all contributions promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution to his Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor shall be deemed to have received a copy of the Disclosure Statement which accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian of the Account, as evidenced by notification to the Depositor in a form and manner acceptable to the Custodian.
- (c) *Incomplete or Unclear Instructions.* If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 3 have not been received by the Custodian, or if the Custodian receives instructions as to an investment selection or allocation which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions from the Depositor (or the Depositor's Authorized Agent, the Beneficiary) or the Depositor's Employer. Pending receipt of such instructions any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions of the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor or the Depositor's Employer, as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such cash or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Depositor's Custodial Account.
- (d) *Minimum Investment.* Any other provision herein to the contrary notwithstanding, the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer may not direct that any part or all of the Custodial Account be invested in Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) *No Duty.* The Custodian shall not have any duty to question the directions of a Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, in the investment or ongoing investment of the Custodial Account or to advise the Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, regarding the purchase, retention, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, shall not be liable for any loss which results from the Depositor's (or the Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) or Depositor's Employer's exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary) or the Depositor's Employer or Broker with respect to assets in the Account.

#### **4. Types of Contributions.**

Only SIMPLE contributions shall be made to a SIMPLE IRA, and, with the exception of Rollover Contributions which are more fully described below, such contributions are limited to the following:

- (a) *Salary Reduction Contributions.* Each Depositor who is an eligible employee under the Employer's SIMPLE IRA Plan must be permitted to make salary reduction contributions if he or she so elects. A salary reduction contribution is a contribution, generally expressed as a percentage of compensation, that an employee elects to have contributed to his or her SIMPLE IRA

instead of receiving that amount in cash. The Employer may permit the Depositor to express the amount of his or her salary reduction contribution as a specific dollar amount. Salary reduction contributions cannot exceed the Applicable Limit per Plan Year. The Depositor may cease salary reduction contributions at any time by notifying the Employer. Salary reduction contributions include catch up contributions pursuant to Section 414(v) of the Code for Depositors age 50 or older.

- (b) *Catch Up Contributions.* Eligible Employees who have attained age 50 before the close of the Plan Year are eligible to make catch up contributions to the Account in accordance with, and subject to the limitations of Section 414(v) of the Code. Catch up contributions are not taken into account for purposes of determining the limits under Section 402(g), 408(p) or 415 of the Code.
- (c) *Employer Matching Contributions.* An Employer is generally required to make a matching contribution on behalf of each eligible employee in an amount equal to the Depositor's salary reduction contributions, up to 3% of the Depositor's compensation for the applicable Plan Year. The Employer can elect to reduce this matching contribution to no less than 1%, provided notification is provided by the Employer of the Employer's intention to reduce this limit within a reasonable period of time before the Election Period for that Plan Year, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the Plan Year for which the election is effective. The maximum Employer Matching contribution that can be made is the Applicable Limit. The Custodian shall not be responsible for determining the amount of any matching contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess matching contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it. In addition to the matching contributions described herein, if you, as Depositor, are 50 years of age or older your Employer must generally make a matching contribution in an amount equal to any catch up contributions you make up to the limits described herein.
- (d) *Employer Nonelective Contributions.* Instead of making a matching contribution, an Employer may make a nonelective contribution equal to 2% of each eligible employee's compensation, without regard to whether the employee was making salary reduction contributions for the applicable calendar year. The compensation that is taken into account for this 2% nonelective contribution is limited to \$200,000, as may be adjusted by the IRS for cost of living increases in accordance with Section 401(a)(17) of the Code. Eligible employees must be notified by the Employer that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period. The Custodian shall not be responsible for determining the amount of any nonelective contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess nonelective contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

## **5. Timing of Contributions.**

An Employer matching or nonelective contribution is deemed to have been made on the last day of the preceding taxable year if the contribution is made by the deadline for filing the Employer's income tax return (including extensions) for the taxable year that includes the last day of the Plan Year for which the contributions are made, or such later date as may be determined by the Department of the Treasury or the IRS. Salary reduction contributions are made prospectively on a calendar year basis, and must be contributed to a Depositor's Account, in a form and manner acceptable to the Custodian, as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 30 days following the last day of the month in which amounts were withheld from the Employee's compensation. The Custodian will not be responsible under any circumstances for the timing, purpose or propriety of any contribution nor shall the Custodian incur any liability for any tax imposed on account of any contribution.

## **6. Rollover Contributions.**

The Custodian will accept for the Custodial Account all rollover contributions from SIMPLE IRAs which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other rollover contribution from another SIMPLE IRA. The Depositor (or the Depositor's Authorized Agent) shall designate each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Section 408(d)(3) of the Code. Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's account, and to invest the proceeds of any such sale in accordance with Section 3. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 3; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or

attempted sale of such property will be charged to the Custodial Account in accordance with Article VIII, Section 19. In the case of a distribution from a SIMPLE IRA, such distribution qualifies as a rollover contribution provided it is deposited timely to another SIMPLE IRA (or, if the “two-year period” has elapsed, to another IRA or an employer sponsored plan that accepts such rollovers) and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution.

## **7. Reinvestment of Earnings.**

In the absence of instructions pursuant to Section 3, distributions of every nature which are received in respect of the assets in a Depositor’s (or following the death of the Depositor, the Beneficiary’s) Custodial Account shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor’s (or following the death of the Depositor, the Beneficiary’s) instructions pursuant to Section 3.

## **8. Designation of Beneficiary.**

A Depositor may designate a Beneficiary as follows:

- (a) *General.* A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by designation executed by the Depositor in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of the Depositor and provided, further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian’s receipt and acceptance of such designation, change, or revocation. Subject to Sections 10 and 11 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control, except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor’s Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies) in equal shares. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of your death, the distribution options and tax treatment available to such beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor’s death, payment of the Depositor’s Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to such person or persons (including a trust or estate) designated by such Beneficiary as his or her successor Beneficiary in a form and manner acceptable to, and filed with the Custodian; provided, however, that such designation must be received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of such Beneficiary, and provided further that the latest such designation shall control. If no proper designation has been made by such Beneficiary, in accordance with the preceding sentence, distributions will be made to such Beneficiary’s estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Agreement to the contrary, and unless otherwise designated by the Depositor (or following the death of the Depositor, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term “per stirpes” shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary’s surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.
- (b) *1. Minors.* If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person; (ii) the guardian, conservator, or

other legal representative, wherever appointed, of such person; (iii) a Custodial Account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act; (iv) any person having control or custody of such person; or (v) to such person directly.

2. *Minor Beneficiary Information.* Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

- (c) *QTIPS and QDOTS.* A Depositor may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor until the death of the Depositor's surviving spouse: (i) all of the income of the Account shall, at the direction of the trustee(s) of the Spousal Trust be paid to the Spousal Trust annually or at more frequent intervals as directed by the trustee(s) of such Spousal Trust, and (ii) no person shall have the power to assign any part of the Account to any person or entity other than the Spousal Trust. To the extent permitted by Section 401(a)(9) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as his or her Beneficiary may be treated as his or her "designated beneficiary" for purposes of the distribution requirements of that Code section. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) *Judicial Determination.* Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 19.
- (e) *No Duty.* The Custodian shall not have any duty to question the directions of a Depositor (the Authorized Agent, or the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 401(a)(9), Section 408(a)(6), Section 2056(b)(7) or Section 2056A of the Code and related regulations.

## **9. Payroll Deduction.**

A Depositor must elect to have salary reduction contributions to his or her Custodial Account made through payroll deduction in a form and manner acceptable to the Custodian. In order to establish payroll deduction, the Depositor must authorize his or her Employer to deduct a fixed percentage (or a fixed dollar amount, if permitted by the Employer) from a pay period's salary up to a total amount of the Applicable Limit per year, as indexed by the Internal Revenue Service to reflect increases in the cost of living, or as may otherwise be reduced by limits imposed under Section 402(g) of the Code. The Custodian shall continue to receive for the Depositor's Account salary reduction contributions until such time as the Depositor's instruction to his or her Employer (with reasonable advance notice) causes such contributions to be modified or to cease.

## **10. Transfers to or from the Account.**

Assets held on behalf of the Depositor in another SIMPLE IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. Assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or custodian of another SIMPLE IRA (or, if the two-year period beginning on the date the Depositor first received contributions under the SIMPLE IRA plan maintained by the Depositor's employer ("the two-year period") has elapsed, to another IRA) established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian.

The Depositor (or following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer is in compliance with the terms and conditions of the instrument governing the SIMPLE IRA or IRA, as the case may be, of the transferor and transferee trustee or custodian, the Code, and any related rules, regulations, and guidance issued by the Internal Revenue Service, including Code Sections 401(a)(9) and 408(a)(6).

## **11. Distributions from the Account.**

Distributions from the Account will be made only upon the request of the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian, and will generally be included in the recipient's gross income to the extent required by law. For distributions requested

pursuant to Article IV, life expectancy and joint life and last survivor expectancy shall be calculated based on information provided by the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary) using the applicable distribution period from a table prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV unless otherwise required to do so by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in any such calculations as a result of reliance on information provided by the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Broker. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying, upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution. Notwithstanding this Section 11 and Section 18 below, the Custodian is authorized to make a distribution absent the Depositor's (or, with the prior consent of the Custodian, the Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a levy or court order of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in accordance with such levy or court order, or with the procedures for resignation or removal in Section 24 below. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 3(b)(ii) of Article IV of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

## **12. Conversion of Distributions From the Account.**

Generally, you may convert any or all distributions from the Account for which the two-year period has elapsed beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your employer, which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Section 401(a)(9) of the Code for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or, if permitted by the Custodian, the Authorized Agent) shall designate each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed conversion amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3) and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

## **13. Recharacterization of Converted Amounts.**

Amounts converted to a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related rules, regulations, and guidance issued by the Internal Revenue Service. A contribution that constitutes a recharacterization of a prior conversion amount must be made by the deadline for filing the Depositor's income tax return for the year the conversion contribution relates or such later date as authorized by the IRS.

## **14. Actions in the Absence of Specific Instructions.**

If the Custodian receives no response to communications sent to the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) at the Depositor's (or the Depositor's Authorized Agent's, or the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

## **15. Instructions, Notices and Communications.**

All instructions, notices, and communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to either the Broker or to the last known address, including an electronic address of the Depositor (or following the death of the Depositor, the Beneficiary) in the records of the Custodian. All instructions, notices, and communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, and communication shall be effective until the Custodian's actual receipt thereof.

## **16. Effect of Instructions, Notices and Communications.**

- (a) *General.* The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) *Incomplete or Unclear Instructions.* Under this Agreement, the Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Broker as his or her agent to instruct the Custodian to effect transactions, or to provide information with regard to such matters, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) relating to the Custodial Account in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be. Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from a Depositor (or Depositor's Authorized Agent) or a Depositor's Employer relating to a Depositor's Custodial Account or to otherwise advise the Depositor (or Depositor's Authorized Agent) or the Depositor's Employer regarding any matter relating thereto.

## **17. Tax Matters.**

- (a) *General.* Neither the Custodian, the Company nor any affiliate or other Fidelity Investments company provides tax or legal advice. Depositors and Beneficiaries are strongly encouraged to consult with their attorney or tax advisor with regard to their specific situation. The Custodian shall submit required reports to the Internal Revenue Service, to the Depositor's Employer, and to the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return, report or notice required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income, or windfall profits tax.
- (b) *Annual Report.* As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account, and the fair market value of the assets of the Custodial Account as of the close of the calendar year. Unless the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) *Tax Withholding.* Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any voluntary tax withholding requested by the Depositor (or, if permitted by the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty which may be due as a result of any transaction within the Custodial Account.



## 18. Spendthrift Provision.

Subject to Section 11 above, the interest of a Depositor (or following the death of the Depositor, the Beneficiary) in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor or by operation of law; nor shall the interest of a Depositor be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy, except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of legal action or proceeding or defense shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and Depositor (or following the death of the Depositor, the Custodian and the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a Court to be the property of such former spouse shall be transferred to a separate custodial account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 11 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

## 19. Fees and Expenses.

- (a) *General.* The fees of the Custodian for performing its duties hereunder shall be in such amount as the Custodian shall establish from time to time, and shall be communicated on the Application for the Account which accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale of sufficient assets in the Custodial Account and application of the sales proceeds to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian, by the Depositor (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary) by separate check. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the IRS, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Depositor may request in a form and manner acceptable to the Custodian that certain assets in the Depositor's Custodial Account be transferred without cost or penalty to the Depositor to another SIMPLE IRA designated by the Depositor (or, if the "two-year period" has elapsed, to another IRA designated by the Depositor) maintained for the Depositor's benefit, pursuant to the procedures described in the summary description delivered to the Depositor by the Depositor's Employer.

Your Broker may charge fees in addition to or in lieu of those fees described herein. The determination of whether any fees paid to your Broker are reasonable and appropriate shall be your sole responsibility (or following your death, the Beneficiary's), and the Custodian shall not incur any liability for the payment of any fees to the Broker from assets in the Account. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith reliance upon any such fee disbursement direction. The Depositor hereby appoints the Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment to the Broker of any such fees.

- (b) *Advisor Fees.* The Custodian shall, upon direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, or the Beneficiary) disburse from the Custodial Account payment to the Depositor's (or following the death of the Depositor, the Beneficiary's) registered investment advisor any fees for financial advisory services rendered with regard to the assets held in the Account. The Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Advisor as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Advisor) of any such fees. Any such direction must be provided in a form and manner acceptable to the Custodian. The determination of whether any fees paid to an Advisor are reasonable and appropriate shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary), and the Custodian shall not incur any liability for the payment of any fees to the Advisor from assets in the Account. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon any such fee disbursement direction.
- (c) *Sale of Assets.* Whenever it shall be necessary in accordance with this Section 19 to sell assets in order to pay fees or expenses, the Custodian, or the Depositor's (or following the death of the Depositor, the Beneficiary's) Broker, may sell any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds remaining after collection of the applicable fees and expenses therefrom in accordance with Section 3. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

## **20. Voting with Respect to Securities.**

The Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) (through the Broker or directly to the Depositor) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding Funding Vehicles in the Custodial Account. The Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary), may direct the Custodian as to the manner in which any Funding Vehicles held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the corporation which issued such Funding Vehicles. All such direction shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those Funding Vehicles with respect to which it has received timely directions from the Depositor (or the Depositor's Authorized Agent, the Beneficiary); provided however, that by establishing (or having established) the Custodial Account the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any Funding Vehicles which represent shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates, serves as investment advisor and which are held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote such Funding Vehicles held in the Custodial Accounts for which it has received timely instructions, but, effective solely with respect to votes before January 1, 2003, only to the extent that such vote is necessary to establish a quorum.

## **21. Limitations on Custodial Liability and Indemnification.**

The Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Depositor's direction (or that of the Depositor's Employer, Broker, Authorized Agent, or, after the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. To the fullest extent permitted by law, the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's (or following the death of the Depositor, the Beneficiary's) or the Depositor's (or following the death of the Depositor, the Beneficiary's) Broker's investment direction under this Account, or from the Broker's execution of such direction, and from any and all other liability whatsoever which may arise in connection with this Agreement except liability arising from gross negligence or willful misconduct on the part of the indemnified person. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, after the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary) may delegate to a third party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

## **22. Delegation to Agents.**

The Custodian may delegate to one or more entities the performance of recordkeeping ministerial and other services in connection with the Custodial Account, for a reasonable fee to be paid by the Custodian and not by the Custodial Account. Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate.

## **23. Amendment of Agreement.**

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement may conform with applicable provisions of the Internal Revenue Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Depositor (or following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address if authorized by the Depositor, or following the death of the Depositor, the Beneficiary, as shown in the records of the Custodian a copy of such amendment, or a restatement of this Custodial Agreement. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such amendment(s) if he or she fails to object thereto by notice, written or otherwise, received by the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or following the death of the Depositor, the Beneficiary) to terminate the Custodial Account and distribute the proceeds, as so directed by the Depositor (or following the death of the Depositor, the Beneficiary).

#### **24. Resignation or Removal of Custodian.**

The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days' notice to the Depositor. Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any successor to it. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor.

#### **25. Termination of the Custodial Account.**

The Depositor may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another SIMPLE IRA (within the meaning of Section 408(p) of the Code) or if the "two-year period" has elapsed, to another IRA designated by the Depositor, as described in Article VIII, Section 10. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's intention to terminate the Custodial Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

#### **26. Governing Law.**

**This Agreement, and the duties and obligations of the Company and the Custodian under the Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.**

#### **27. When Effective.**

This Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian as evidenced by a notice to the Depositor (or following the death of the Depositor, the Beneficiary).

# The Premiere Select SIMPLE IRA Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001 and is provided to you in accordance with the requirements of the Internal Revenue Code, as amended (the “Code”) and should be reviewed in conjunction with both the Custodial Agreement and the Application for your [Premiere Select] Savings Incentive Match Plan for Employees Individual Retirement Account (“SIMPLE IRA”). This SIMPLE IRA is a Custodial Account (the “Account”) created to provide for the Depositor’s retirement.

The terms used in this Disclosure Statement have the meaning set forth in Article VIII of the Custodial Agreement for this Account unless a different meaning is clearly required by the context. Except as clearly indicated otherwise or as clearly required by the context, “you” and “your” refer to the Depositor/Account Owner for whose benefit the Account is originally established. Following the death of the Depositor, the Beneficiary(ies) must establish an Inherited IRA, the terms and conditions of which are governed by the Premiere Select IRA Custodial Agreement and Disclosure Statement.

You should seek competent tax or legal advice with respect to any and all matters pertaining to this Account, as such matters may result in adverse tax consequences and/or penalties. Neither the Custodian, the Company nor any affiliate or agent thereof provides tax or legal advice.

## ***Right to Revoke***

If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this SIMPLE IRA, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance of your SIMPLE IRA by or on behalf of the Custodian of your SIMPLE IRA, as evidenced by notification to you. Your revocation request must be delivered, in a form and manner acceptable to the Custodian, to:

National Financial Services LLC  
Retirement Services Department  
P.O. Box 660602  
Dallas, TX 75266-0602

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets, as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking your SIMPLE IRA, please call your Investment Professional.

**Note:** For purposes of this Disclosure Statement, “**Compensation**” refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. “**Adjusted Gross Income**” “AGI” is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA Deduction, AGI is modified to take into account deductions for IRA contributions, taxable benefits under the Social Security and Railroad Retirement Acts, and passive loss limitations under Codes Section 469, except that you should disregard Code Section 135,137,911.

## **ACCOUNT INFORMATION**

### **Description of Account.**

Your SIMPLE IRA is a Custodial Account created for your exclusive benefit to receive contributions under your Employer’s Savings Incentive Match Plan for Employees plan described in Section 408(p) of the Code (a “SIMPLE Plan”). Your SIMPLE IRA may also qualify as a “Transfer SIMPLE IRA” in which assets previously contributed under a SIMPLE Plan other than a Premiere Select SIMPLE Plan can be held. Your interest in the account is immediately 100% vested and nonforfeitable.

### **Designation of Beneficiary.**

You should designate a Beneficiary(ies) to receive the balance of your SIMPLE IRA upon your death. A Beneficiary(ies) must be designated on your SIMPLE IRA Application, or in another form and manner acceptable to the Custodian. Upon your death, the assets remaining in your SIMPLE IRA will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian in accordance with the provisions of the Premiere Select IRA Custodial Agreement. If a beneficiary you designate is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of your death, the distribution options and the tax treatment of such distributions may be more restrictive. Please refer to Article VIII of your Custodial Agreement (“Designation of Beneficiary”) for more information.

## **Role of Your Broker.**

Your Investment Professional, Financial Advisor, or Broker (herein, your “Broker”) is the person and/or firm that you have appointed in the Account Application (or on another form acceptable to and filed with the Custodian) as your agent to (i) execute investment directions for you, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on your behalf, and (iii) to perform other duties and responsibilities under this Agreement. Unless you otherwise notify the Custodian in a form and manner acceptable to the Custodian, your Broker shall include any successor to the Broker designated by you as your agent. The Custodian will accept instructions and directions with respect to your Account from your Broker as though they were made by you personally. Your Broker may inform you regarding the investments of your Account, and transactions pertaining to your Account must generally be executed through your Broker, unless an automated telephone or electronic commerce service which may be available through the Custodian, is utilized. Your Broker generally receives compensation for performing these and other services. You can appoint a new Broker at any time in a form acceptable to and filed with the Custodian. Please refer to Article VIII (“Broker”) of your Custodial Agreement for more information on the role of your Broker.

## **Investment of Account.**

The assets in your Account will be invested in accordance with directions communicated from you (or your Authorized Agent, or, after your death, the Beneficiary) or your Broker directly, or through your Employer. You should read any publicly available information (e.g., prospectuses, annual reports) which would enable you to make an informed investment decision, and take into consideration your overall investment portfolio, your tolerance for risk, the time frame of your investments and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary.

If no investment instructions are received from you (or your Authorized Agent), or if the instructions received are, in the opinion of the Custodian, unclear, or may result in an erroneous transaction you (or your Authorized Agent) or your Employer may be requested to provide investment instructions or other instructions. In the absence of such instructions or information, all or part of your contribution may 1) be returned to you, 2) be invested in Money Market Shares, which strive to maintain a stable \$1 per share balance, 3) be returned to your Employer, or 4) remain uninvested pending instructions or information from you (or your Authorized Agent). No part of your SIMPLE IRA may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Keep in mind that with respect to investments in Funding Vehicles or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected. Notwithstanding anything herein to the contrary, in the event your Broker terminates its Clearing Arrangement with National Financial Services, LLC (“NFS LLC”) or its successors and assigns, the Custodian reserves the right to limit the purchase of additional Funding Vehicles in your Account until you designate another Broker that clears its securities transactions through NFS LLC or you transfer your assets from this Account to another account.

## **Eligibility.**

Employees and self-employed individuals who satisfy the eligibility requirements under the Employer’s SIMPLE Plan are eligible to have contributions under such plan made to a SIMPLE IRA. All employees of the Employer who received at least \$5,000 in compensation from the Employer during any two (2) preceding calendar years and who are reasonably expected to receive at least \$5,000 in compensation for the current year must be eligible to participate in the Employer’s SIMPLE Plan for the calendar year. An Employer may impose less restrictive requirements for participation, but may not impose any additional requirements for participation in the SIMPLE Plan. Employees and self-employed individuals who participate in a SIMPLE Plan by making salary reduction contributions or by receiving an Employer matching or nonelective contribution are still eligible to contribute to a Traditional IRA or a Roth IRA, but for purposes of making a deductible IRA contribution, will be considered an active participant in an employer sponsored retirement plan.

## **Contributions.**

*General.* Only contributions made pursuant to a SIMPLE Plan (other than rollover contributions described below) can be made to a SIMPLE IRA, and the SIMPLE IRA cannot accept any other type of contributions. Contributions (other than rollover contributions described below) must be made in “cash” and not in “kind.” Therefore, securities or other assets already owned cannot be contributed to a SIMPLE IRA but must be converted to cash and then contributed. No part of your contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund.

## **Types of Contributions:**

*Salary Reduction Contributions.* If you are eligible to participate in your Employer’s SIMPLE Plan you are permitted to make salary reduction contributions if you elect to do so by entering into a salary reduction agreement with your Employer. A salary reduction contribution is generally expressed as a percentage of compensation or a specific dollar amount that you elect to have contributed to your SIMPLE IRA instead of receiving that amount in cash. Salary reduction contributions cannot exceed the maximum amount

allowed under current law. You can stop salary reduction contributions at any time during the year by notifying your Employer. You must generally wait until the Election Period, as described below, to resume or modify a salary reduction agreement, but your Employer will notify you of other times when you may resume or modify a salary reduction agreement.

**Catch-Up Contributions.** If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you are eligible to make a “catch-up” contribution to your Premiere Select SIMPLE IRA in addition to your salary reduction contributions. Catch up contributions are subject to the annual contribution limits explained below. It is your responsibility to ensure that you meet the requirements for making a catch up contribution, and for ensuring that you do not exceed the limits as applicable.

**Annual SIMPLE IRA Salary Reduction and Catch-up Contribution Limits**

The maximum annual contribution limits for SIMPLE IRA contributions for the following tax years are:

Tax Years	Annual SIMPLE IRA Contribution Limit	Annual SIMPLE IRA Catch-Up Contribution for Participants at Least Age 50	Maximum Annual SIMPLE IRA Contribution Limit for Participants at Least Age 50 (including Catch-Up)
2002	\$ 7,000	\$ 500	\$ 7,500
2003	\$ 8,000	\$1,000	\$ 9,000
2004	\$ 9,000	\$1,500	\$10,500
2005	\$10,000*	\$2,000	\$12,000
2006	\$10,000*	\$2,500**	\$12,500

\* After 2005, the maximum annual SIMPLE IRA contribution limit will be indexed for cost-of-living in \$500 increments.

\*\* After 2006, the maximum annual SIMPLE IRA catch-up contribution will be indexed for cost-of-living in \$500 increments.

**Employer Matching Contributions.** If you are eligible to participate in your Employer’s SIMPLE Plan your Employer is generally required to make a matching contribution on your behalf in an amount equal to your salary reduction contributions, up to 3% of your compensation, for the applicable calendar year. The Employer can elect to reduce this matching contribution to no less than 1% of your compensation, provided the Employer notifies you of this reduced limit within a reasonable period of time before the Election Period for the Plan Year the reduction is effective, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the year for which the election is effective. The maximum Employer matching contribution cannot exceed the maximum amount allowed under current law as adjusted by the Internal Revenue Service for increases in the cost of living.

**Employer Nonelective Contributions.** If you are eligible to participate in your Employer’s SIMPLE Plan your Employer may make a nonelective contribution equal to 2% of your compensation, without regard to whether you elected to make salary reduction contributions for the applicable calendar year. This contribution would be made instead of any matching contribution by your Employer. Your Employer must notify you that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period for the applicable Plan Year.

**Rollover Contributions.** You may roll over contributions from other SIMPLE IRAs which consist of cash, and the Custodian may, but shall not be obligated to, accept all or any part of any other rollover contribution from a SIMPLE IRA to your Premiere Select SIMPLE IRA. You must designate each proposed rollover contribution as such to the Custodian, and such contribution must qualify as a rollover contribution within the meaning of Section 408(d)(3) of the Code. After the Two-Year Period, you may roll over distributions from your Account to another SIMPLE IRA, IRA, other than a SIMPLE IRA, or to certain employer sponsored retirement plans that accept such rollovers. You should seek competent tax advice regarding all rollover contributions.

**Timing of Contributions.** Salary reduction contributions are made prospectively on a calendar year basis. Your Employer must deposit your salary reduction contributions to your SIMPLE IRA as soon as they can reasonably be segregated from the Employer’s general assets, but in no event later than 30 days following the last day of the month that your salary reduction contributions would otherwise have been paid to you in cash. Your Employer’s matching or nonelective contributions must be deposited to your SIMPLE IRA by your Employer’s income tax filing deadline including extensions for the year for which the contributions are being made. So long as you are still employed and are receiving Compensation from your Employer, you can continue to participate in your Employer’s SIMPLE Plan beyond age 70½ if you continue to meet the eligibility requirements under the SIMPLE Plan.

**Excess Contributions.** Contributions (including an improper rollover or a salary reduction contribution) to your SIMPLE IRA which exceed the maximum allowable per tax year are considered excess contributions. An excise tax of 6% of the excess amount will be incurred for each calendar year in which the excess contribution remains in your SIMPLE IRA. You may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, from the SIMPLE IRA by providing a request to the Custodian in a form and manner acceptable to the Custodian on or before the due date, including extensions, for filing your federal income tax return for the year in which you made the excess contribution. Alternatively, your Employer may correct excess or erroneous contributions made on your behalf by providing the Custodian a request in a form and manner acceptable to the Custodian requesting that the Custodian return the excess or erroneous contribution. Such request shall be deemed to be your instruction to the Custodian to correct the excess or erroneous contribution by withdrawing the excess or erroneous contribution and its earnings from your SIMPLE IRA.

The amount of the excess contribution withdrawn will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings on such excess contribution which are withdrawn will be taxed as ordinary income to you for the year in which the distribution was made. In addition, income earned on such excess contribution may be subject to a 10% premature distribution penalty. This non-deductible penalty may be increased to 25% if the distribution occurs within a two-year period beginning on the date that you first received contributions in your SIMPLE IRA under the SIMPLE Plan maintained by your Employer (the “two-year period”). Excess contributions attributable to salary reduction contributions are includible in your gross income in the calendar year of deferral. If you withdraw the excess contribution attributable to salary reduction contributions on or before April 15 following the calendar year to which the contribution relates, the allocable income is not subject to the 10% premature distribution penalty.

The 6% penalty tax will be imposed on excess contributions for each year the excess contribution remains in the SIMPLE IRA. It is your responsibility to see that excess contributions are corrected in a timely and proper manner.

**Note:** The IRS has not released the rules regarding excess or erroneous contributions to SIMPLE IRAs. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under Section 408(p) of the Code. You are encouraged to seek competent tax advice from your tax advisor or tax lawyer before correcting excess or erroneous contributions.

**Tax credit for IRA contributions.** You may be able to receive a tax credit for your contribution to your SIMPLE IRA. The maximum annual contribution amount eligible for the credit is \$2,000. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below. This credit is available for contributions made for taxable years beginning after December 31, 2001 and before January 1, 2007.

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
\$0-\$30,000	\$0-\$22,500	\$0-\$15,000	50%	\$1,000
\$30,001-\$32,500	\$22,501-\$24,375	\$15,001-\$16,250	20%	\$400
\$32,501-\$50,000	\$24,376-\$37,500	\$16,251-\$25,000	10%	\$200
Over \$50,000	Over \$37,500	Over \$25,000	0%	\$0

**Distributions.**

*General.* Distributions from the SIMPLE IRA will be made only upon your request (or with prior consent of the Custodian, the request of your Authorized Agent) in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Account without such instruction if directed to do so by a court order or levy. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from your Account will be included in your gross income for federal income tax purposes for the year in which the distribution is made. If permitted by the Custodian, you may be eligible to request that certain distributions be made through the telephone redemption, SIMPLE IRA checkwriting service, or in another form or manner acceptable to the Custodian.

*Methods of Distributions.* Assets may be distributed from your Account according to one or more of the following methods selected by you (or your Authorized Agent, or after your death, the Beneficiary): (a) total distribution, (b) partial distribution, (c) distribution over a certain period, or (d) purchase of an annuity contract. (See Article IV of your SIMPLE IRA Custodial Agreement for a full description of these distribution methods.)

\* Premature Distributions. Distributions from your SIMPLE IRA made before you reach age 59½ will be subject to a 10% non-deductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another SIMPLE IRA (or, after the “two-year period”, a Traditional IRA) that is eligible to receive such rollover, or the distribution is made on account of your death or disability. Exceptions to

the 10% early withdrawal penalty may also be available to SIMPLE IRA owners if certain requirements are satisfied including if the distribution is: part of a series of substantially equal periodic payments made not less frequently than annually over your life or life expectancy, or the joint life expectancies of you and your Beneficiary,

- \* for qualified medical purposes in excess of 7.5% of your AGI,
- \* to cover qualified health insurance premiums of certain unemployed individuals,
- \* used to acquire a first-time principal residence (subject to a \$10,000 lifetime limit), for you, your spouse, your children, grandchildren, or ancestors of any child, grandchild, or ancestor of your spouse,
- \* used to pay qualified higher education expenses for you, your spouse, your children, or your grandchildren, or the children or grandchildren of your spouse, or
- \* is made on account of an IRS levy, as described in Code Section 6331.

To the extent a premature penalty applies to any distribution taken from your SIMPLE IRA, this non-deductible penalty tax will be increased to 25% if the distribution occurs within “the two-year period” described above. The Custodian is permitted to rely on its own records in determining whether a distribution from your SIMPLE IRA is subject to the 25% penalty applicable to a distribution. If you established your Premiere Select SIMPLE IRA with a rollover or transfer from another SIMPLE IRA, the Custodian may, but is not required to, confirm the date contributions were first deposited to your SIMPLE IRA from a previous account statement or other information the Custodian may deem necessary to confirm the date contributions were first made to your SIMPLE IRA. You should consult with your tax advisor to see if an exception to this penalty applies before requesting any distribution prior to age 59½.

### **Minimum Required Distributions (MRDs)**

*General.* It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the Internal Revenue Service. You may be subject to a 50% excise tax on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year.

*Lifetime MRDs for IRA Depositors.* If you are a Depositor, you must begin receiving distributions of the assets in the Account by April 1 of the year following the year in which you reach age 70½. This is called your “Required Beginning Date” (“RBD”). Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your first minimum required distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Please refer to Article IV of your Custodial Agreement (“Distributions From Your Account”) for additional information on minimum required distributions.

*Distributions after the Death of the Depositor.* If you are a Beneficiary and have inherited an IRA from a Depositor who died after reaching RBD, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor’s death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens or other persons of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary’s payment schedule, unless faster distribution is required. Please refer to Article IV of your Custodial Agreement for additional information on death distribution requirements.

*Rollover Treatment.* Distributions from your SIMPLE IRA representing all or any part of the assets in your SIMPLE IRA are also eligible for rollover treatment to another SIMPLE IRA. You may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into another SIMPLE IRA, and maintain the tax-deferred status of these assets. Provided “the two-year period” has elapsed, you may also roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into an IRA or individual retirement annuity, or another employer sponsored plan that accepts such rollovers and maintain the tax-deferred status of these assets. A 60-day rollover can be made from a SIMPLE IRA only once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize can be returned or rolled over to a SIMPLE IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the “once-every-twelve-months” rule mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you should speak to a competent tax advisor before initiating a rollover.

*Conversion of Distributions From the Account.* After the expiration of the two-year period beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your employer you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA (“Conversion Amount(s)”, if your AGI (single or joint) is \$100,000 or less for a taxable year. Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. If you have reached age 70½ you must satisfy your minimum required distribution with respect to your SIMPLE IRA prior to making a conversion contribution for such year. Any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable



regulations for the year of the conversion cannot be converted to a Roth IRA. For taxable years beginning before January 1, 2005, you are required to include the amount of your minimum required distribution in your AGI when determining if your AGI is \$100,000 or less. If taxes are withheld from your Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies. In addition, the withholding amount may make you ineligible to convert as the withheld amounts are taken into account when determining your Adjusted Gross Income for Roth Conversion eligibility.

### **Recharacterization of Converted Amounts.**

You may elect, in a form and manner acceptable to the Custodian, to transfer (“recharacterize”) via a trustee-to-trustee transfer, any amounts converted to a Roth IRA to be held in the Account under this Agreement. Recharacterizations must be completed by your deadline (generally April 15) including extensions for filing your federal income tax return for the year for which the conversion contribution to the Roth IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to your SIMPLE IRA. The amount(s) that is recharacterized is treated as having been originally contributed to your SIMPLE IRA on the same date and for the same taxable year that the amount was contributed to your Roth IRA.

For tax years beginning on or after January 1, 2000, you may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day you complete a recharacterization back to the original IRA. Beginning January 1, 2000, and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a “failed conversion.” You should consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

## **MISCELLANEOUS**

### **Use of a Designated Financial Institution.**

You are free to establish your SIMPLE IRA with the custodian or trustee of your choice, unless the Custodian permits and your Employer chooses a designated financial institution for the SIMPLE Plan and requires all SIMPLE contributions to be made to SIMPLE IRAs with a particular financial institution. In order for your Employer to use a designated financial institution, the Employer and that particular financial institution must agree that the financial institution will be a designated financial institution. In doing so, the financial institution must also agree that your SIMPLE IRA contributions will be transferred to another SIMPLE IRA (or, after “the two-year period,” to any other IRA) without cost or penalty to you, including liquidation fees, transaction fees, commissions, and sales charges. If the Custodian has agreed to be a designated financial institution for an Employer’s SIMPLE plan, each participant in the Employer’s plan will be given written procedures for requesting transfers without costs or penalties.

### **Other Considerations With Regard to Your Account.**

#### ***Divorce or Legal Separation.***

If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an IRA in the receiving spouse’s name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Section 408(d)(6) of the Code is received and accepted by the Custodian. The Custodian may in its discretion require other direction from you and the recipient of any portion of your SIMPLE IRA.

#### ***Fees and Expenses.***

Fees and other expenses of maintaining and terminating your Premiere Select SIMPLE IRA Account are described in the Account Application or in another form acceptable to the Custodian and which accompanies this Agreement and may be changed from time to time, as provided in the Custodial Agreement. Your Broker may charge fees in addition to those fees described in the Premiere Select SIMPLE IRA Statement of Fees for services rendered, and it is up to you to determine if any such fees are reasonable. Unless you notify the Custodian otherwise your Broker may instruct the Custodian to deduct such fees from your SIMPLE IRA. The SIMPLE IRA Custodian is not a party to any additional fees that may be charged by your Broker. You should consult your Broker with any questions you may have with regard to any fees that may be charged by your Broker.

#### ***Prohibited Transactions.***

If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange or leasing of any property between you and your SIMPLE IRA) occurs during the existence of your SIMPLE IRA, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. This “distribution” will be subject to ordinary income tax to the extent taxable and, if you were under age 59½ at the time, this distribution may be subject to the 10% penalty tax on premature distributions. If you have not participated in the SIMPLE Plan for the “two-year period” at the time of this deemed distribution, this penalty tax will be increased to 25%.

If you or a Beneficiary use or pledge all or any part of your SIMPLE IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as ordinary income to the extent taxable and subject to the 10% penalty during the year in which you make such a pledge. If the “two-year period” beginning on the date that contributions were first deposited to your SIMPLE IRA has not elapsed at the time of this deemed distribution, this penalty tax will be increased to 25%.

***Other Tax Considerations No Special Tax Treatment.***

No distribution to you or to anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. The taxable portion of the distribution is taxed to the person receiving such distribution as ordinary income. There are no special averaging rules applicable to distributions from your account.

***Gift Tax.***

If you elect during your lifetime to have all or any part of your Account payable to a Beneficiary at or after your death, the election generally will not subject you to any gift tax liability, but you should check with your tax advisor regarding estate tax consequences.

***Tax Withholding.***

Federal income tax will be withheld from distributions you receive from a SIMPLE IRA unless you elect not to have tax withheld. However, if SIMPLE IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are not a U.S. citizen or U.S. person (including a resident alien individual). This tax will also be mandatory if you do not provide a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at a rate of 10% unless a higher rate is elected by you or if non-resident alien withholding applies. In addition, state income taxes may be withheld from your SIMPLE IRA distributions, if applicable depending on the state of residence indicated in your legal address of record for your SIMPLE IRA.

***Reporting for Tax Purposes.***

Contributions to your SIMPLE IRA cannot be deducted by you on your federal tax Form 1040 or 1040A for the taxable year contributed unless you are self-employed and are making such contributions in connection with a SIMPLE Plan that you sponsor as an Employer. Other reporting will be required by you in the event that special taxes or penalties are due. You must also file Treasury Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE IRA. You must report contributions and distributions on such forms as the IRS may require.

***IRS Approval.***

The form of your Savings Incentive Match Plan for Employees Individual Retirement Account is the model government form provided by the IRS known as Form 5305-SA. For more information on SIMPLE IRAs, refer to IRS Publication 590, Individual Retirement Arrangements (IRAs) or IRS Publication 560, Retirement Plans for the Self-Employed as transactions done incorrectly may result in adverse tax consequences.