



## 1 Information about the account owner

First name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_

-   -

SSN of IRA owner (provide the last four digits)

## 2 Employer information for SIMPLE IRA

*To be completed by employer of the SIMPLE plan.*

Name of company \_\_\_\_\_ (      ) \_\_\_\_\_ Ext. \_\_\_\_\_

Company address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**Check A or B.**

A.  **New plan** (must be accompanied by a copy of the employer's completed and signed *SIMPLE IRA Adoption Agreement*)

B.  **Existing plan** (provide plan ID) \_\_\_\_\_

## 3 SIMPLE IRA registration

*Review your election in Section 2-A or 2-B of the SIMPLE IRA Salary Deferral Election form.*

**Select one:**

A. I am participating in the plan for the first time. I wish to establish the following account(s):

1.  Pre-tax SIMPLE IRA

**OR**

2.  Pre-tax SIMPLE IRA and Roth SIMPLE IRA\* (if permitted by the plan)

**Note:** All elections made within the *F-2 Share Account Application* and this supplement will be used for both account types.

B.  I have an existing pre-tax SIMPLE IRA with this employer, and I am establishing a new Roth SIMPLE IRA\* (if permitted by the plan)

Existing pre-tax SIMPLE IRA account number: \_\_\_\_\_

\*Your Roth salary deferral contributions will be deposited into a Roth SIMPLE IRA. However, your employer contributions must be made on a pre-tax basis and will be deposited into your new or existing pre-tax SIMPLE IRA.



## 4 Investment instructions

Select A, B or C.

**Note:** If you have a pre-tax and Roth SIMPLE IRA with the same employer, the investment instructions must be the same for both accounts; we cannot maintain separate investment instructions.

**If you do not make a selection below,** you elect to invest your contributions in the American Funds Target Date Retirement Series® fund with the year closest to your 65th birthday. **This election will apply to your new or existing pre-tax SIMPLE IRA,** and if establishing a Roth SIMPLE IRA, to your Roth SIMPLE IRA.

If you wish to systematically transfer your contributions to another custodian/provider, investments must be in the money market fund. You'll need to complete the *SIMPLE IRA Transfer Election* form, available from your financial professional.

A.  I have an existing pre-tax SIMPLE IRA with this employer, and I wish to apply the existing investment instructions for my pre-tax SIMPLE IRA to my Roth SIMPLE IRA.

B.  Invest 100% of my contributions in the American Funds Target Date Retirement Series® fund with the year closest to my 65th birthday. This election will apply to my new or existing pre-tax SIMPLE IRA, and if establishing a Roth SIMPLE IRA, to my Roth SIMPLE IRA. New funds for future retirement dates may be added to the series as needed.

**Target Date Fund 2070** (designed for those born 2003 or later)

**Target Date Fund 2060** (designed for those born 1993–1997)

**Target Date Fund 2050** (designed for those born 1983–1987)

**Target Date Fund 2040** (designed for those born 1973–1977)

**Target Date Fund 2030** (designed for those born 1963–1967)

**Target Date Fund 2020** (designed for those born 1953–1957)

**Target Date Fund 2010** (designed for those born 1947 or earlier)

**Target Date Fund 2065** (designed for those born 1998–2002)

**Target Date Fund 2055** (designed for those born 1988–1992)

**Target Date Fund 2045** (designed for those born 1978–1982)

**Target Date Fund 2035** (designed for those born 1968–1972)

**Target Date Fund 2025** (designed for those born 1958–1962)

**Target Date Fund 2015** (designed for those born 1948–1952)

C.  Invest my contribution as instructed below. This election will apply to my new or existing pre-tax SIMPLE IRA, and if establishing a Roth SIMPLE IRA, to my Roth SIMPLE IRA. For a quick guide to fund names, numbers, minimums and share class restrictions, go to [www.capitalgroup.com/fundguide](http://www.capitalgroup.com/fundguide). (The percentage you elect must equal the minimum of \$25 per fund. You may customize your investment strategy by selecting a combination of funds.)

Fund name or number	Percentage (whole % only)
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
<b>Total</b>	<b>_____ %</b>

**Notes:**

- To make changes to your fund and/or percentage allocations in the future, notify your employer. If you have a pre-tax and Roth SIMPLE IRA with the same employer, allocations must be the same for both accounts; we cannot maintain separate allocations.
- If you are participating in the plan for the first time, a \$10 setup fee will be deducted.



## 5 Beneficiary designation

We encourage you to consult a professional regarding the tax-law and estate planning implications of your beneficiary designation. All stated percentages must be in whole numbers (e.g., 33%, not 33.3%). Percentages must total 100%. If more than one beneficiary is designated and the percentages do not add up to 100%, each beneficiary's share will be based proportionately on the stated percentages. When percentages are not indicated, the beneficiaries' shares will be divided equally.

**Notes:**

- If you have a pre-tax and Roth SIMPLE IRA with the same employer, the beneficiary designation must be the same for both accounts; we cannot maintain separate beneficiary designations. **The beneficiary designation in this supplement will apply to your new or existing pre-tax SIMPLE IRA, and if establishing a Roth SIMPLE IRA, to your Roth SIMPLE IRA.**
- Your spouse may need to sign in Section 6.
- If you need more space, attach a separate page with the name, address, relationship, date of birth or trust, SSN/TIN and percentage for each beneficiary.
- If you name a trust as beneficiary, provide the full legal name of the trust. Example: "The Davis Family Trust."
- We cannot accept beneficiary designations that reference "will" or "trust under will."

**A. Primary beneficiary(ies):** If any designated primary beneficiary(ies) dies before I do, that beneficiary's share will be divided proportionately among the surviving primary beneficiaries unless otherwise indicated. If no primary beneficiaries survive me, assets will be paid to the named contingent beneficiaries, if any. **Primary beneficiary percentages must total 100%.**

1. \_\_\_\_\_  
First name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Suffix \_\_\_\_\_

OR \_\_\_\_\_  
Name of trust or other entity \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Spouse\*  Child of owner  Other person  Trust  Other entity \_\_\_\_\_ Date of birth or trust (mm/dd/yyyy) \_\_\_\_\_ SSN/TIN \_\_\_\_\_ % Whole % only

2. \_\_\_\_\_  
First name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Suffix \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Spouse\*  Child of owner  Other person \_\_\_\_\_ Date of birth (mm/dd/yyyy) \_\_\_\_\_ SSN \_\_\_\_\_ % Whole % only

**Important: Section 5-A must be completed prior to completing Section 5-B.**

**B. Contingent beneficiary:** If no primary beneficiary survives me, pay my benefits to the following contingent beneficiary. If I have designated additional contingent beneficiaries on a separate page, and if any designated contingent beneficiary dies before I do, that beneficiary's share will be divided proportionately among the surviving contingent beneficiaries unless otherwise indicated. If no contingent beneficiaries survive me, assets will be paid according to the Custodial Agreement default designation. **Contingent beneficiary percentages must total 100%.**

1. \_\_\_\_\_  
First name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Suffix \_\_\_\_\_

OR \_\_\_\_\_  
Name of trust or other entity \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Spouse\*  Child of owner  Other person  Trust  Other entity \_\_\_\_\_ Date of birth or trust (mm/dd/yyyy) \_\_\_\_\_ SSN/TIN \_\_\_\_\_ % Whole % only

\*By naming my spouse as a beneficiary, I elect to treat such spouse as a beneficiary while we are married. Effective immediately upon the divorce, annulment or other lawful dissolution of my marriage, the designation shall be null and void, unless after the dissolution of my marriage I affirmatively elect to name my former spouse as my non-spouse beneficiary.



## 6 Spousal consent to beneficiary designation — if required

*If you are married to the pre-tax and/or Roth SIMPLE IRA owner and he or she designated a primary beneficiary(ies) other than you, please consult your financial professional about the state-law and tax-law implications of this beneficiary designation, including the need for your consent.*

I am the spouse of the pre-tax and/or Roth SIMPLE IRA owner named in Section 1, and I expressly consent to the beneficiary(ies) in Section 5 or attached.

\_\_\_\_\_  
Name of spouse (print) \_\_\_\_\_ X \_\_\_\_\_  
Signature of spouse \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date (mm/dd/yyyy)

**This document may not be signed using Adobe Acrobat Reader's "fill and sign" feature.**

To establish a pre-tax and/or Roth SIMPLE IRA, attach a completed application. Your employer will forward the completed application to American Funds Service Company® on your behalf.

## 1 General information

Name of employee

Name of company

## 2 Payroll election

**Note:** For contribution limits, refer to the *Notification to Eligible Employees*.

**Select one.**

A.  **New election for NEW participants** — I am participating in the plan for the first time (the application is attached). I elect to have the following amount withheld from my compensation and contributed to the SIMPLE IRA plan.

**Effective date** \_\_\_\_\_  
(mm/dd/yyyy)

**Pre-tax deferrals** — available for all plans.  \_\_\_\_\_% **OR**  \$ \_\_\_\_\_

**Roth deferrals** — if permitted. Review Section 2 of the *Notification to Eligible Employees* to determine if this option is available for your plan.

\_\_\_\_\_% **OR**  \$ \_\_\_\_\_

B.  **Change deferrals** — I am currently participating in the SIMPLE IRA plan and wish to change my election.

**Effective date** \_\_\_\_\_  
(mm/dd/yyyy)

**Pre-tax deferrals** — available for all plans.  \_\_\_\_\_% **OR**  \$ \_\_\_\_\_

**Roth deferrals** — if permitted. Review Section 2 of the *Notification to Eligible Employees* to determine if this option is available for your plan.

\_\_\_\_\_% **OR**  \$ \_\_\_\_\_

**Note:** If this is the first time you are electing Roth deferrals, you must establish a Roth SIMPLE IRA. Attach a completed application.

C.  **Maintain deferrals** — I am participating in the SIMPLE IRA plan and wish to maintain my current deferral election.

D.  **Suspend deferrals** — I wish to stop deferring to the SIMPLE IRA plan as of the effective date specified below.

**Effective date** \_\_\_\_\_  
(mm/dd/yyyy)

**Deferral type**  Pre-tax deferrals **AND/OR**  Roth deferrals

E.  I do not wish to make any salary deferrals at this time.



**3 Signature**

If electing salary deferrals, I authorize my employer to withhold the amount/percentage specified in Section 2 from each paycheck as of the effective date provided, which will reduce my compensation under this election (my elective deferral contributions). I understand 1) pre-tax salary deferral contributions are not subject to federal (and state, if applicable) income tax until distributed from the plan; and 2) Roth salary deferral contributions will be made to a Roth IRA and are subject to federal (and state, if applicable) income tax at the time withheld from my paycheck. I also understand that my elective deferral contributions are subject to gain or loss in accordance with my selected investments. I may revoke or update this election at any time as permitted by my employer. If I revoke this election, I acknowledge that, contingent upon the terms of the SIMPLE IRA plan, I may be prohibited from submitting another salary deferral election until the enrollment period immediately preceding the next plan year. The revocation or update will be effective as soon as administratively possible by my employer after they have received the notice.

**X**

Signature of employee

/ /

Date (mm/dd/yyyy)

**Return this completed form to your employer.**

**Do not send this form to American Funds Service Company  
or Capital Bank and Trust Company.**



## Please retain for your records.

Internal Revenue Service Letter Serial No. K101971b

### Section 1 — Definitions

As used in this Custodial Agreement ("Agreement") and the related Application, the following terms shall have the meaning set forth below unless a different meaning is plainly required by the context:

- (a) **"Account"** means the SIMPLE IRA established under this Agreement. "SIMPLE IRA" means the Account established in accordance with Code §408(p), which is designated as a SIMPLE IRA upon establishment and which shall at all times be nonforfeitable.
- (b) **"Application"** means the accompanying instrument executed by or on behalf of the Participant (or in the case of a minor, by the parent or legal guardian of the Participant) under which the Participant establishes the Account as a SIMPLE IRA.
- (c) **"Beneficiary"** or **"Beneficiaries,"** unless preceded by the words "Primary," "Contingent," "Designated," "Original" or "Subsequent," means the person or entity (including a trust or estate) designated on the form described in Section 8(a), or otherwise entitled to receive the Account after the death of the Participant. "Primary Beneficiary" means the beneficiary designated by the Participant to receive the Account after the death of the Participant. "Contingent Beneficiary" means the beneficiary designated by the Participant to receive the Account after the death of the Participant provided that no Primary Beneficiary survives the Participant. "Designated Beneficiary" means the person whose life expectancy is used for the measuring period for required minimum distributions under Section 8 of this Agreement. "Original Beneficiary" and "Subsequent Beneficiary" are defined in Section 8(m) of this Agreement.
- (d) **"Child"** or **"Children"** means the descendants in any degree of the designated person and include legally adopted children who are adopted during their minority only and descendants of such legally adopted children.
- (e) **"Code"** means the Internal Revenue Code of 1986, as amended.
- (f) **"Compensation"** shall have the meaning as defined under the provision of the SIMPLE IRA Plan as established by the employer.
- (g) **"Custodian"** means Capital Bank and Trust Company or any successor thereto.
- (h) **"Disabled"** means disabled as defined in Code §72(m)(7).
- (i) **"Fund"** means shares of one or more of the investment companies for which the Custodian or an affiliate serves as investment adviser.
- (j) **"Issue"** of a person means all of his or her lineal descendants of all generations.
- (k) **"Participant"** means any employee of an employer who has met the eligibility requirements for participation in the plan and who establishes a SIMPLE IRA under this Agreement.
- (l) **"Required Beginning Date"** means April 1 following the calendar year in which the Participant reaches age 70½.

(m) **"Rollover Contribution"** means an amount contributed to the Account that is derived from:

- (i) all or any portion of a distribution from another SIMPLE individual retirement account established under Code §408(a);
- (ii) all or any portion of a distribution from another individual retirement account established under Code §408(a) or an individual retirement annuity established under Code §408(b) (but not from a Roth individual retirement account established under Code §408A) which is made after the two-year period described Code §72(t)(6); or
- (iii) all or any portion of an eligible rollover distribution as defined in Code §§402(c), 403(a)(4), 403(b)(8), or 457(e)(16) and the regulations thereunder which is made after the two-year period described in section Code §72(t)(6).

Such Rollover Contributions must be paid into the Account not later than the 60th day following the receipt of such distribution by the Participant. If property other than money is distributed from a plan, the Rollover Contribution may consist of the property distributed, subject to the consent of the Custodian. Alternatively, the property may be sold and its proceeds rolled over. The Participant can make only one rollover from an IRA to another (or the same) IRA in any 12-month period, regardless of the number of IRAs owned. This limit will apply by aggregating all of a Participant's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit.

(n) **"Taxable Year"** is the Participant's tax year for federal income tax purposes.

### Section 2 — Establishment of Account

By executing the Application, the Participant thereby establishes the Account, which shall hold all assets deposited with the Custodian, for the exclusive benefit of the Participant and the Participant's Beneficiaries.

A parent or legal guardian may execute the Application on behalf of a Participant who is a minor. In the event a SIMPLE IRA is established for a minor, the parent or legal guardian is authorized, on behalf of such minor, to take whatever actions are afforded the Participant of the SIMPLE IRA under the terms of this Agreement. The parent or legal guardian, by establishing an Account on behalf of a minor, agrees to indemnify and hold harmless the Custodian and its affiliates from any losses including court costs and reasonable attorney fees incurred by the Custodian or its affiliates as a result of establishing the Account in the name of the minor.

### Section 3 — Contributions and Transfers

(a) **Maximum Permissible Amount.** This SIMPLE IRA will accept only cash contributions made by an employer on behalf of the Participant under a SIMPLE IRA Plan that meets the requirements under Code §408(p) and any rollover contribution defined in Section 1(m) above or a transfer of

## Pre-Tax SIMPLE IRA Custodial Agreement

assets from another SIMPLE IRA the Participant may have. **No other contributions will be accepted.**

(b) **Transfer.** Prior to the expiration of the two-year period beginning on the date the Participant first participated in any SIMPLE IRA Plan maintained by the Participant's employer, the Participant may transfer all or any portion in his or her Account into a SIMPLE IRA. After the expiration of this two-year period, the Participant may transfer or roll over funds to any IRA of the Participant that is qualified under Code §408(a), (b), (p), 408(A), or to another eligible retirement plan described in Code §402(c)(8)(B).

A rollover or trustee-to-trustee transfer from this SIMPLE IRA into another IRA or annuity before two years of participation will not be considered a valid rollover or tax-free transfer, but a distribution from this SIMPLE IRA and a contribution to the other IRA or annuity that does not qualify as a rollover contribution.

(c) **Rollover and Transfer Contributions in Cash or Shares.** Rollover and Transfer Contributions must be received by the Custodian in the form of cash, Fund shares or any combination thereof. The Custodian may require that each Rollover and Transfer Contribution be accompanied by a properly completed transmittal form provided by the Custodian.

### Section 4 — Investment of Account

(a) **Investment Instructions.** Pursuant to the Participant's written instructions, or the written instructions of the employer on behalf of the Participant under a SIMPLE IRA Plan, each cash contribution to the Account shall be applied to the purchase of shares of the Fund or Funds designated by the Participant or the Employer on behalf of the Employee at the applicable offering price in accordance with the terms of such Fund's prospectus or any other investment permitted under Code §408 or 408A, that is acceptable to the Custodian. If a Fund is designated but there is no share class indicated, the default will be A shares. The Participant, or if the Participant is deceased, the Beneficiary, may from time to time change the designation of the investments of Account assets hereunder and may instruct the Custodian to exercise the exchange privilege set forth in the Fund's prospectus.

(b) **Reinvestment of Dividends and Capital Gain Distributions.** All dividends and capital gain distributions shall be reinvested. Once the Participant has reached age 59½, the Participant may request that dividends and capital gain distributions be distributed from the Account.

(c) **Life Insurance Contracts.** No part of an Account shall be invested in life insurance contracts.

(d) **Account Assets.** The assets of the Account will not be commingled with other Custodian property and the purchase of Fund shares shall not be considered commingling.



## Section 5 — The Custodian

### (a) Share Accumulation Accounts and Systematic Withdrawals.

The Custodian, or its designated agent ("Agent"), is authorized to establish share accumulation accounts and systematic withdrawal plans (as described in the prospectus of the Fund, and as customarily entered into with other shareholders of the Fund) for the purpose of receiving and investing the contributions made hereunder and reinvesting income dividends and capital gain distributions. The Custodian is not liable for any act or failure to act of such Agent.

### (b) Safekeeping of Assets.

The Custodian is authorized to deposit certificates for shares with itself or the Agent for the purpose of safekeeping or otherwise or to permit shares to be credited to the Custodian. The Custodian shall not be obligated to secure certificates for such shares and in its discretion may permit such certificates to remain unissued. Fund shares and other assets acquired by the Custodian shall be owned by and registered in the name of the Custodian or its registered nominee.

### (c) Authority to Sell.

The Custodian is authorized to sell or redeem shares at the direction of the Participant, the Beneficiary or the legal representative of the Participant or Beneficiary.

### (d) Statements of Account.

Periodically the Custodian shall furnish to the Participant, or the Beneficiary of a deceased Participant, a statement of the Account, showing amounts invested or redeemed and the number and price of such shares. The Custodian shall furnish an annual calendar-year statement to the Participant or Beneficiary setting forth receipts, investments, disbursements, and other transactions. Upon expiration of 45 days after forwarding such statement, the Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations, or responsibilities as shown in or reflected by such statement, except with respect to any such acts or transactions as to which the Participant or Beneficiary shall have filed written objections with the Custodian within such 45-day period.

### (e) Notices and Proxies.

The Custodian shall furnish to the Participant, either directly or indirectly, notices, prospectuses, financial statements, proxies, and proxy-soliciting materials relating to all assets credited to the Account. Any notification to the Participant provided for under this Agreement shall be effective if sent by first class mail to the Participant's last address of record. The Custodian shall vote any shares held in the Account in accordance with the timely written instructions of the Participant. If the Custodian receives no such written instructions from the Participant, the Custodian may vote the shares of each fund held in the Account in the same proportion as the votes of the other shareholders of the fund(s) held in the Account.

### (f) Government Reports.

The Custodian shall file such reports relating to the Account with the appropriate government agency as the Custodian is required to file by law. The Participant shall furnish to the Custodian the information necessary to complete such reports.

### (g) No Liability for Investments.

The Custodian shall not be liable to the Participant or Beneficiaries for any depreciation or similar loss of assets or for the failure of the Account to produce any or larger net earnings. The Custodian shall not be liable for any act or failure to act of itself, its agents, employees or attorneys, so long as it exercises good faith, is not guilty of negligence or willful misconduct, and has selected such agents, employees and attorneys with reasonable diligence.

The Custodian shall have no responsibility for the determination or verification of the offering or redemption prices or net asset values of Fund shares, and shall be entitled to rely for such prices and net asset values upon statements issued by or on behalf of the Fund.

The Custodian shall have no duty to inquire into the investment practices of the Fund; the Fund shall have the exclusive right to control the investment of its assets in accordance with its stated policies; and the investments shall not be restricted to securities of the character now or hereafter authorized for trustees by law or rules of court. The Custodian shall not be liable or responsible for any omissions, mistakes, acts or failures to act of the Fund, or their successors, assigns or agents.

### (h) No Liability for Contributions and Distributions.

The Custodian shall not be responsible in any way for the purpose or propriety of any distribution made pursuant to instructions satisfactory to the Custodian, the collection of contributions provided for hereunder, or any action or nonaction taken pursuant to the request of the Participant, Beneficiary or legal representative of the Participant. The Custodian shall have no duty to determine whether contributions satisfy the applicable limits referenced in Section 3 of this Agreement.

The Custodian shall have no obligation to determine the amount of any excess contribution and the net income attributable thereto. If the Participant has authorized telephone exchanges under the Application or other form provided by the Custodian, the Custodian may make investment exchanges for this Account or any other account with the same registration in accordance with the instructions received from any person by telephone, telecopier or other electronic means and shall have no obligation to question any instructions so received or liability for the transactions it performs pursuant to such instructions.

The Custodian will provide to the Participant information concerning required minimum distributions as prescribed by the Commissioner of Internal Revenue.

## Section 6 — Fees and Expenses

The Custodian shall receive fees for its services hereunder in such amount as it shall establish from time to time, including, but not limited to, services rendered for the processing of distribution requests and Beneficiary claims. In addition, the Custodian shall receive reasonable fees for any unusual or special services rendered. The compensation of the Custodian, any transfer taxes incurred in connection with the investment and reinvestment of the assets of the Account, and all administrative expenses

## Pre-Tax SIMPLE IRA Custodial Agreement

incurred by the Custodian in the performance of its duties, including fees for legal services rendered to the Custodian, shall either be reduced from contributions and charged to the Account, or shall be paid by redeeming or surrendering the necessary assets credited to the Account, unless otherwise paid by the Participant, but until paid shall constitute a lien upon the assets of the Account.

## Section 7 — Withdrawal of Account Assets

### (a) Taxation of Withdrawals From SIMPLE IRAs.

The same tax results apply to distributions from a SIMPLE IRA as to an IRA described in Code §408(a) or (b). Any withdrawals made from the Participant's Account are includable in the Participant's gross income.

### (b) Premature Distribution Penalties.

A special rule applies to a payment or distribution received from a SIMPLE IRA during the two-year period beginning on the date on which the Participant first participated in any SIMPLE IRA Plan maintained by the Participant's employer. Under this special rule, the additional tax on early distributions under Code §72(t) provides that the rate of additional tax is increased from 10% to 25%. If one of the exceptions, listed below, to the application of tax under Code §72(t) applies, the exception also applies to distributions made within the two-year period and the 25% additional tax does not apply.

### (c) Exceptions to Premature Distribution Penalties.

A distribution of all or part of the Account may be made to the Participant upon the Participant's request; however, tax penalties apply to amounts included in income that are treated as premature distributions, other than:

- (i) payments that are part of a series of substantially equal periodic payments that may be based on, but not limited to, the following three methods: life expectancy, amortization (using a rate between 80% and 120% of the long-term applicable federal rate) or annuitization (using an acceptable mortality table including but not limited to UP '84, '83 IAM or Annuity 2000);
- (ii) the return of excess contributions;
- (iii) payments for certain catastrophic medical expenses;
- (iv) payments made after an extended period of unemployment to cover health insurance premiums;
- (v) payments made to a Participant who has reached age 59½ or is Disabled;
- (vi) payments made on account of the death of the Participant;
- (vii) payments for expenses associated with a first-time home purchase in accordance with subparagraph (F) of Code §72(t)(2);
- (viii) payments for post-secondary education costs of the immediate family members and grandchildren of the Participant; or
- (ix) a levy under Code §6331.

If the Participant should become Disabled, the Account may be distributed to the Participant commencing as of the date of determination of such disability.



**(d) Excess Contributions to Account.** If the employer contributes on behalf of the Participant more than allowed with respect to a Taxable Year, the Participant must notify the Custodian to return to the Participant the excess contribution, together with any investment earnings on that amount, or to apply the excess contribution as a contribution for the Participant's next succeeding Taxable Year. The Participant must notify the Custodian in writing prior to the date on which the Participant files, or is required to file, the Participant's income tax return for the Taxable Year for which the excess contribution was made.

**(e) Transfer of Contributions Without Cost or Penalty.** If the Custodian is the designated financial institution of the employer's SIMPLE IRA Plan, a Participant may transfer his or her contributions to another custodian or trustee without cost or penalty by notifying the Custodian when the Participant initially establishes his or her SIMPLE IRA account, or at any other time, on a form acceptable to the Custodian. Such transfer will be without cost or penalty if the contributions have been at all times invested in the Class A or F-2 shares of American Funds U.S. Government Money Market Fund<sup>SM</sup> ("MMF") or such other class of shares or fund as the Custodian may designate. If the Custodian is not the designated financial institution of the employer's SIMPLE IRA Plan, a Participant's transfer may result in the imposition of the charges described in the prospectus of the Fund.

## Section 8 — Distributions to Participant and Participant's Designated Beneficiaries

### (a) Beneficiary Designations.

- (i) Participant's Right to Designate or Change Beneficiary. The Participant shall have the right to designate or change a Beneficiary to receive any benefit from the Account to which such Participant may be entitled in the event of the Participant's death prior to complete distribution of the Account. If no such designation is in effect at the time of the Participant's death, the Participant's Beneficiary shall be the Participant's spouse or, if none, the Participant's children, equally. If any child does not survive the Participant, then the deceased child's share will be distributed to his or her children (the Participant's grandchildren), equally or, if none, the surviving children equally. If none of the foregoing survives the Participant, the Beneficiary will be the Participant's estate.
- (ii) Required Form of Beneficiary Designation. The Participant may designate or change a Beneficiary only by signed written notice to, and in a form acceptable to, the Custodian, but the Custodian shall have no responsibility to determine the validity of such beneficiary designation. The designation or change will take effect as of the date the written notice was executed, provided that the designation or change is delivered to the Custodian prior to the Participant's death. The beneficiary designation form shall be used solely for the purpose of designating a Beneficiary or Beneficiaries.

(iii) Good Faith Payment by Custodian. The Custodian shall be relieved of any liability for making any payment in good faith to any person or entity that claims to be a Beneficiary. The Custodian shall be entitled to rely without liability on written notice from the Participant's personal representative or any Beneficiary as to the identity of the Beneficiaries of the Participant at the time of the Participant's death.

**(b) Distributions Before Required Beginning Date.** Before the Required Beginning Date, but only in a form acceptable to the Custodian, the Participant may elect to have the balance in the Account distributed in one of the following forms:

- (i) a single sum payment;
- (ii) payments over the life of the Participant;
- (iii) payments over the lives of the Participant and his or her Beneficiary; or
- (iv) payments over a specified period.

**(c) Required Distributions During Participant's Lifetime.**

(i) Timing of Distributions. The first payment of a required distribution is not due until the Participant's Required Beginning Date. If the Participant takes the first required distribution in the year of his or her Required Beginning Date, another distribution is required by December 31 of the year containing the Required Beginning Date. In this event, the Participant may receive two required distributions in the first year distributions begin. If the Participant takes the first required distribution in the year in which he or she reaches 70½, the Participant need only take one distribution in the year in which his or her Required Beginning Date occurs. For each succeeding year, a distribution must be made on or before December 31. Distributions under this section are considered to have begun if the distributions are made on account of the Participant reaching his or her Required Beginning Date. If the Participant dies prior to the Required Beginning Date, distributions will not be considered to have begun even if the Participant receives distributions before the Participant's death.

(ii) Method of Calculating Lifetime Minimum Distributions. The minimum amount to be distributed each year (commencing with the Required Beginning Date and each year thereafter, up to and including the year of the Participant's death) shall not be less than (and may be more if requested in writing by the Participant) an amount equal to the quotient obtained by dividing the prior year-end value (including the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Federal Income Tax Regulations) by the applicable factor (using the Participant's age as of his or her birthday in the year) in the Uniform Lifetime Table in Q&A-2 of §1.401(a)(9)-9 of the Federal Income Tax Regulations. However, if the Participant's sole Designated Beneficiary is the Participant's spouse and the spouse

## Pre-Tax SIMPLE IRA Custodial Agreement

is more than 10 years younger than the Participant, then the distribution period is determined under the Joint Life and Last Survivor Expectancy Table in Q&A-3 of §1.401(a)(9)-9 of the Federal Income Tax Regulations, using ages of the Participant's and spouse's birthday in the year.

**(d) Required Distributions After Participant's Death.**

(i) Minimum Distributions to Beneficiaries if Participant Dies Before the Required Beginning Date. Upon the death of the Participant before his or her Required Beginning Date, the Beneficiary or Beneficiaries may elect to receive minimum distributions from the Account as follows:

a. *Nonspouse Beneficiary Is Designated Beneficiary; or Spouse Beneficiary Is Not Sole Designated Beneficiary* — If the Designated Beneficiary is not the spouse of the Participant, or if the spouse of the Participant is a Beneficiary but not the sole Designated Beneficiary, then the Beneficiary may elect to receive minimum distributions over the life expectancy of the Designated Beneficiary commencing no later than December 31 of the year following the year of the Participant's death.

b. *Spouse Beneficiary Is Sole Designated Beneficiary* — If the sole Designated Beneficiary is the spouse of the Participant, then such spouse may elect:

1. To receive minimum distributions over the spouse's life expectancy commencing no later than December 31 of the year following the year of the Participant's death, or December 31 of the year in which the Participant would have reached age 70½. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed to the spouse's Beneficiary or Beneficiaries in accordance with subparagraph a. of this Section 8(d)(i), as if the spouse were the Participant. If the surviving spouse dies after distributions are required to begin, any remaining interest in the Account will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death;
2. To receive minimum distributions in accordance with subparagraph c. of this Section 8(d)(i); or
3. To treat the Account as his or her own. This election is deemed to be made if such spouse makes a contribution to the Account or fails to take required minimum distributions as the Beneficiary in any year following the year of the Participant's death.



- c. **No Designated Beneficiary** — If the Participant does not have a Designated Beneficiary, the entire interest will be distributed by December 31 of the year containing the fifth anniversary of the Participant's death (or surviving spouse's death if the surviving spouse dies before distributions are required to begin).
- (ii) **Minimum Distributions to Beneficiaries if Participant Dies on or After the Required Beginning Date.** If the Participant dies on or after the Required Beginning Date, the Beneficiary or Beneficiaries may elect to receive minimum distributions from the Account as follows:
  - a. **Nonspouse Beneficiary Is Designated Beneficiary; or Spouse Beneficiary Is Not Sole Designated Beneficiary** — If the Designated Beneficiary is not the spouse of the Participant, or if the spouse of the Participant is a Beneficiary, but not the sole Designated Beneficiary, then the Beneficiary may elect to receive minimum distributions over the longer of the life expectancy of the Designated Beneficiary or the remaining life expectancy of the Participant, commencing no later than December 31 of the year following the year of the Participant's death.
  - b. **Spouse Beneficiary Is Sole Designated Beneficiary** — If the sole Designated Beneficiary is the spouse of the Participant, then such spouse may elect:
    - 1. To receive minimum distributions over the spouse's life expectancy or over the remaining life expectancy of the Participant, if such period is longer, commencing no later than December 31 of the year following the year of the Participant's death. Any remaining interest after the spouse's death will be distributed over such spouse's remaining life expectancy, or over the remaining life expectancy of the Participant if such period is longer.
    - 2. To treat the Account as his or her own. This election is deemed to be made if such surviving spouse makes a contribution to the Account or fails to take required minimum distributions as the Beneficiary in any year following the year of the Participant's death.
  - c. **No Designated Beneficiary** — If the Participant does not have a Designated Beneficiary, then the Beneficiary may elect to receive minimum distributions over the remaining life expectancy of the Participant.
- (iii) **Determination of Life Expectancy and Calculation of Minimum Distributions After the Participant's Death** — The minimum amount required to be distributed each year under Sections (i) and (ii) above is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the applicable factor. The applicable life expectancy factor for the surviving spouse

who is the sole Designated Beneficiary is the Single Life Expectancy Table factor in Q&A-1 of §1.401(a)(9)-9 of the Federal Income Tax Regulations for the spouse's age each year. The applicable factor in all other cases is the Single Life Expectancy Table factor in Q&A-1 of §1.401(a)(9)-9 of the Federal Income Tax Regulations corresponding to the Beneficiary's age (or Participant's age, if applicable) as of his or her birthday in the year distributions begin reduced by one in each succeeding year. The value of the Account includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Federal Income Tax Regulations.

- (e) **Requesting Distributions.** Except as provided in Section 5(h) above, the Custodian has no duty to advise the Participant or Beneficiary of the taxability of distributions. Moreover, the Custodian has no duty to commence distributions to the Participant or Beneficiary until receipt of written instructions, in a form acceptable to the Custodian, from the Participant or Beneficiary, as the case may be. The Custodian shall give no force and effect to any election made by the Participant or Beneficiary as to the distribution options allowable to the Participant or Beneficiary(ies), unless such election is made in a form acceptable to the Custodian.
- (f) **Satisfying Minimum Distributions From Two or More IRAs.** An individual may satisfy the minimum distribution requirements under §§408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the Participant or Beneficiary of two or more IRAs may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524 (as modified by §1.408-8, A-9 of the Federal Income Tax Regulations) to satisfy the minimum distribution requirements described above. If the Participant or Beneficiary does not provide the Custodian with timely notice that required distributions will be satisfied from this Account, then the Participant automatically will be deemed to have elected to satisfy the minimum distribution requirements from some other IRA.
- (g) **Treatment of Trust Beneficiaries as "Designated Beneficiaries."** If a trust is named as a Beneficiary of this Account, the beneficiaries of the trust with respect to the trust's interests in this Account will be treated as being "Designated Beneficiaries" (as that term is defined in the Code and corresponding Treasury Regulations) of the Participant solely for purposes of determining the distribution period under §401(a)(9) of the Code; provided, however, such treatment as "Designated Beneficiaries" may occur only if, during any period during which required minimum distributions are being determined by treating beneficiaries of the trust as Designated Beneficiaries of the Participant, the following requirements are met:
  - (i) the trust is a valid trust under state law, or would be but for the fact that there is no corpus;

- (ii) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the IRA Participant;
- (iii) the beneficiaries of the trust who are beneficiaries with respect to the trust's interests in this Account are identifiable from the trust instrument; and
- (iv) the Custodian receives the documentation described in Q&A-6 of Treasury Regulations §1.401(a)(9)-4.

If the foregoing requirements have been satisfied, and the Custodian receives such additional information as it may request, the Custodian of this Account may treat such trust beneficiaries as "Designated Beneficiaries."

- (h) **Separate Accounts.** The Custodian will recognize the timely creation of separate accounts by the Participant, Beneficiary or Beneficiaries (or a representative of the Beneficiary or Beneficiaries, including the trustee of a trust) to the extent permitted by law or applicable Treasury regulations. If the Participant designates multiple individuals or a trust with multiple beneficiaries as the Participant's Beneficiary, then the age of the oldest individual or trust beneficiary shall be used for purposes of calculating required minimum distributions hereunder unless separate accounts are timely established as aforesaid. To create separate accounts during the lifetime of the Participant, a separate Application must be completed for each Account, delivered and accepted by the Custodian. To create separate Accounts after the death of the Participant, the Custodian must be notified by the Beneficiary or at least one of the Beneficiaries (or a representative of the Beneficiary or Beneficiaries, including the trustee of a trust, or the personal representative of an estate) in a form and manner acceptable to the Custodian.
- (i) **Trust Beneficiary Qualifying for Marital Deduction.** If a Beneficiary is a trust (other than an estate marital trust) that is intended to qualify for the federal estate tax marital deduction under §2056 of the Code ("Marital Trust"), then:
  - (i) in no event shall the annual amount distributed from the Account to the Marital Trust be less than the minimum distribution required under §401(a)(9) of the Code;
  - (ii) the trustee of the Marital Trust shall be responsible for calculating the amount to be distributed under clause (i) above and shall instruct the Custodian of the Account in writing to distribute the amount so calculated;
  - (iii) the trustee of the Marital Trust may from time to time notify the Custodian of the Account in writing to accelerate payment of all or any part of the portion of such Account that remains to be distributed, and may also notify the Custodian to change the frequency of distributions (but not less often than annually); and
  - (iv) the trustee of the Marital Trust shall be responsible for characterizing the amounts so distributed from the Account as fiduciary accounting income or principal under the applicable state law.

## Pre-Tax SIMPLE IRA Custodial Agreement



**(j) Disclaimer.** The Custodian of the Account may accept a Beneficiary's disclaimer with respect to all or a portion of an interest in the Account provided that the disclaimant has not previously accepted any interest in the property to be disclaimed and the disclaimer:

- (i) is in a form acceptable to the Custodian;
- (ii) identifies the Participant of the Account;
- (iii) describes the interest (i.e., the Account) and the extent of the interest to be disclaimed;
- (iv) declines, refuses or renounces the interest to be disclaimed; and
- (v) satisfies applicable state and federal law.

The Custodian of this Account may accept a trust's disclaimer made by a trustee on behalf of (i) a trust that is the Beneficiary of this Account and (ii) the beneficiary(ies) of the trust (or made by a personal representative of an estate that is a Beneficiary of the Account), provided that (a) the disclaimer satisfies the foregoing requirements and either (b) the state law of the Participant's domicile or the instrument governing the trust or estate expressly gives the trustee or personal representative the right to disclaim an interest on behalf of the trust or estate and the beneficiary(ies) or (c) the beneficiary(ies) affected by the disclaimer consent.

The Custodian shall not be responsible for determining the validity of the disclaimer under any state or federal law and may rely on the disclaimant's good faith written statement of the disclaimer's validity. The Custodian shall not be liable to the disclaimant or any other person or entity for acting or refusing to act in good faith reliance on such a disclaimer.

**(k) Power of Attorney.** If the Custodian of the Account is asked to follow the instructions of an attorney-in-fact designated under a power of attorney, the Custodian may, but shall not be required to, follow such instructions without regard to whether the power of attorney expressly authorizes the specific act, transaction, or decision by the attorney-in-fact; provided, however, the power of attorney may not be construed to grant authority to an attorney-in-fact to change the designation of Beneficiaries to receive any property, benefit, or contract right on the Participant's death unless expressly authorized in the power of attorney.

When requested to follow the instructions of an attorney-in-fact, the Custodian, before incurring any duty to comply with the power of attorney, may require the attorney-in-fact to provide identification, specimens of the signatures of the Participant and the attorney-in-fact, and any other information reasonably necessary or appropriate to identify the Participant and the attorney-in-fact and to facilitate the actions of the Custodian in following instructions of the attorney-in-fact.

The Custodian, in its sole and absolute discretion, may petition any applicable court to resolve any issue pertaining to the power of attorney, including, but not limited to, the validity of the power of attorney or the authority to engage in the proposed acts requested by the attorney-in-fact. All expenses of such a judicial determination, including the Custodian's reasonable attorney fees, shall be charged to the Account as provided in Section 6 of this Agreement.

The Custodian shall not be responsible for determining the validity of the power of attorney under any state or federal law and may rely on the attorney-in-fact's good faith written statement of the validity of the power of attorney. The Custodian shall not be liable to the attorney-in-fact, Participant or any other person for acting or refusing to act in good faith reliance on the power of attorney.

**(l) Receipt of Instructions From Conservator or Guardian.** If the Custodian of the Account is asked to follow the instructions of a conservator or guardian of the estate of any incapacitated Participant (hereinafter such conservator or guardian is referred to as a "Personal Representative"), the Custodian may, but shall not be required to, follow such instructions; provided, however, the Custodian may not act upon the instructions of such Personal Representative to change the designation of Beneficiaries to receive any property, benefit, or contract right on the conservator's or ward's death without court authorization.

When requested to follow the instructions of a Personal Representative, the Custodian, before incurring any duty to comply with such instructions, may require any information reasonably necessary or appropriate to identify the Personal Representative and to facilitate the actions of the Custodian in following such instructions.

The Custodian, in its sole and absolute discretion, may petition any applicable court to resolve any issue pertaining to the instructions of the Personal Representative, including, but not limited to, the authority to engage in the proposed acts requested by the Personal Representative. All expenses of such a judicial determination, including the Custodian's reasonable attorney's fees, shall be charged to the Account as provided in Section 6 of this Agreement.

The Custodian shall not be liable to any person for acting or refusing to act in good faith reliance on the instructions of the Personal Representative.

**(m) Payments Upon Death of Beneficiary.** If a Beneficiary is a natural person and is entitled to benefits under Participant's Account ("Original Beneficiary"), then upon the death of such Original Beneficiary, any remaining benefits shall be payable to one or more persons or entities ("Subsequent Beneficiary") designated by the Participant to receive such benefits. If the Participant fails to designate a Subsequent Beneficiary, or to the extent that such designation does not make an effective disposition of all such remaining benefits in the Account, then such remaining benefits shall be payable to the Subsequent Beneficiary(ies) if so designated by the Original Beneficiary to receive such benefits, or, if none, to the Original Beneficiary's estate.

The Participant and the Original Beneficiary's designation of a Subsequent Beneficiary to receive such remaining benefits may be acted upon by the Custodian if:

- (i) The designation is executed prior to the death of the Participant or Original Beneficiary, as the case may be, by a written instrument in a form acceptable to the Custodian;

## Pre-Tax SIMPLE IRA Custodial Agreement

- (ii) The designation expressly refers to the remaining benefits in the Account; and
- (iii) The designation is delivered to the Custodian prior to the Original Beneficiary's death.

If such remaining benefits are thus payable to such a Subsequent Beneficiary, they shall be paid over a period that does not extend beyond the applicable distribution period for the distribution of the Participant's Account.

If a Beneficiary is a trust and is receiving benefits under the Participant's Account over the life expectancy of a trust beneficiary (or over the remaining life expectancy, if any, of the Participant or of any prior Beneficiary or prior trust beneficiary), then upon the death of such trust beneficiary prior to the complete distribution of such benefits to the trust, such remaining benefits shall be payable to the trust, or directly to the successor trust beneficiary or beneficiaries if so instructed in writing by the trustee, over a period that does not extend beyond the applicable distribution period for the distribution of Participant's Account.

**(n) Notice of Events.** Until the Custodian shall receive from some person interested in this Account notice, in a form acceptable to the Custodian, of any event upon which the right to receive any benefits from this Account has occurred, the Custodian shall incur no liability for any disbursements or distributions made or omitted to be made in good faith.

## Section 9 — Amendment and Termination

The Participant, by the establishment of this Account, delegates to the Custodian the power to make any retroactive or prospective modification of, or amendment to, this Agreement that is necessary to conform the Agreement to, or satisfy the conditions of, any law, governmental regulation or ruling, and any prospective amendment that is desirable for the administration of this Agreement, and by doing so shall be deemed to have consented to each such amendment or modification. Notwithstanding the preceding sentence, no amendment shall be made that would have the effect of allowing any part of the Account to be used for any purpose other than for the exclusive benefit of the Participant or Beneficiary nor shall any amendment increase or decrease the duties or liabilities of the Custodian without its consent. The Custodian has no affirmative obligation to amend the Agreement for any purpose.

This Agreement may, at the Custodian's option, terminate upon the transfer or complete distribution of the Account, or at the discretion of the Custodian at any time upon 30 days' prior written notice to the Participant.



## Section 10 — Resignation or Removal of the Custodian

The Custodian may resign at any time upon 30 days' prior written notice to the Participant, or the Beneficiary of a deceased Participant, and may be removed by the Participant or Beneficiary at any time upon 30 days' prior written notice to the Custodian. Upon such resignation or removal, the Participant or Beneficiary shall appoint a qualified successor to the Custodian, and at the request of the Participant or Beneficiary, the Custodian shall transfer and pay over to such successor the assets of the Account or the proceeds from the sale of such assets. The Custodian may, in its discretion, make an independent determination as to such successor's qualified status. The Custodian is authorized, however, to reserve such sum of money as it may deem advisable for payment of any liability constituting a charge against the assets of the Account or against the Custodian, with any balance remaining after the payment of all such items to be paid over to such successor.

If, within 30 days after the Custodian's resignation or removal a qualified successor has not been appointed, the Custodian shall distribute the assets in a lump sum to the Participant, or the Beneficiary of a deceased Participant.

## Section 11 — Miscellaneous

**(a) Spendthrift Clause.** Neither the assets nor the benefits provided for hereunder shall be subject to alienation, anticipation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized. The Participant shall have no right to assign, transfer or pledge any interest in the Account, and the Participant's interest in the Account shall not be subject to any claims of creditors.

**(b) Transfer Incident to Divorce or Legal Separation.** Notwithstanding anything to the contrary in the Agreement, including Section 11(a) above, the Participant may direct the Custodian to transfer all or a portion of the Account into an IRA of the Participant's spouse or former spouse incident to divorce or legal separation as provided in Code §408(d)(6) and incorporated by reference by Code §408A(a).

**(c) Creditor Redemption.** Notwithstanding anything to the contrary in this Agreement, including Section 11(a), to the extent permitted by applicable federal law, the Custodian, upon receipt of an Internal Revenue Service levy against the Participant or Account ("Levy"), may redeem shares, with or without notice to the Participant or Beneficiary, of the Fund or Funds in the Account and forward the proceeds to satisfy such a Levy. The Custodian may redeem the shares on a pro-rata basis in the Fund or Funds. Except as otherwise provided by applicable law, the Custodian shall not be liable for any action taken in good faith and in exercise of due care. In the event of any action undertaken by the Custodian resulting from any order described herein, all court costs, legal expenses, reasonable compensation for the time expended by the Custodian and any other expenses and costs, including reasonable attorneys' fees, shall be collected by the Custodian from the Account(s) in accordance with Section 6 of this Agreement.

**(d) Alternative Distribution to Minors.** In the event a distribution is payable to a minor, the Custodian may transfer the proceeds to a custodian selected by the Custodian under the applicable state's Uniform Gifts (Transfers) to Minors Act.

**(e) Use of Electronic or Telephonic Media.** With the consent of the Custodian, the Participant, or the Beneficiary of a deceased Participant, may use electronic or telephonic media to satisfy the requirements for written consent or direction, to the extent permissible under regulations or other generally applicable guidance.

**(f) Issuance of a Check.** Upon the issuance of a check from the Account, no additional earnings will accrue to the Account with respect to the uncashed check.

Earnings on uncashed checks may accrue to the Custodian at a money market rate of return. Such earnings will accrue from the date upon which a check is mailed, one business day after the redemption or sale is processed, until the date upon which the check is presented for payment.

**(g) Governing Law/Resort to Judicial Determination.** This Agreement shall be governed by, construed in accordance with and administered under the laws of the State of California. Each party agrees that all actions or proceedings instituted by the Custodian, Participant, Beneficiary or any interested party arising under or growing out of this Agreement shall be brought in the state or federal courts of California. In the event of reasonable doubt respecting the proper course of action to be taken with respect to the Account, the Custodian may, in its sole and absolute discretion, resolve such doubt by judicial determination that shall be binding on all parties who may claim any interest in the Account. A judicial determination may include, but not be limited to, the Custodian petitioning the appropriate court to remain as Custodian over the Account in order to preserve the Account's federal tax-deferred status pending the court's resolution of the Account. In the event of any such judicial determination, all court costs, legal expenses, reasonable compensation for the time expended by the Custodian and any other expenses and costs, including reasonable attorneys' fees, shall be collected by the Custodian from the Account(s) in accordance with Section 6 of this Agreement.

**(h) Additional Information/Documentation.** The Custodian may, in the Custodian's sole and absolute discretion, require that the Participant, Beneficiary or any other person or entity provide the Custodian with additional information or documentation as the Custodian deems appropriate in order to satisfy the Custodian's duties under the Agreement.

**(i) Binding on Successors.** This Agreement shall bind and enure to the benefit of the representatives, successors and assigns of the Participant and the Custodian.



**Please retain for your records.**

**Section 1 — Definitions**

As used in this Roth SIMPLE IRA Custodial Agreement ("Agreement") and the related Application, the following terms shall have the meaning set forth below unless a different meaning is plainly required by the context:

- (a) **"Account"** means the Roth SIMPLE IRA established under this Agreement. "Roth SIMPLE IRA" means the Account established in accordance with Code §408A, which is designated as Roth SIMPLE IRA under §408A and which shall at all times be nonforfeitable.
- (b) **"Application"** means the accompanying instrument executed by or on behalf of the Participant (or in the case of a minor, by the parent or legal guardian of the Participant) under which the Participant establishes the Account as a Roth SIMPLE IRA.
- (c) **"Beneficiary"** or **"Beneficiaries,"** unless preceded by the words "Primary," "Contingent," "Designated," "Original" or "Subsequent," means the person or entity (including a trust or estate) designated on the form described in Section 8(a), or otherwise entitled to receive the Account after the death of the Participant. "Primary Beneficiary" means the beneficiary designated by the Participant to receive the Account after the death of the Participant. "Contingent Beneficiary" means the beneficiary designated by the Participant to receive the Account after the death of the Participant provided that no Primary Beneficiary survives the Participant. "Designated Beneficiary" means the person whose life expectancy is used for the measuring period for required minimum distributions under Section 8 of this Agreement. "Original Beneficiary" and "Subsequent Beneficiary" are defined in Section 8(l) of this Agreement.
- (d) **"Child"** or **"Children"** means the descendants in any degree of the designated person and include legally adopted children who are adopted during their minority only and descendants of such legally adopted children.
- (e) **"Code"** means the Internal Revenue Code of 1986, as amended.
- (f) **"Compensation"** shall have the meaning as defined under the provision of the SIMPLE IRA Plan as established by the employer.
- (g) **"Conversion Contribution"** means a qualified rollover contribution made to a Roth SIMPLE IRA that is all or any portion of a distribution from an individual retirement account established under Code §§408(a), 408(k) or 408(p); an eligible retirement plan described in §402(c)(8)(B); or an individual retirement annuity established under Code §408(b) (but not from another Roth individual retirement account established under Code §408A) during any taxable year if the rollover contribution meets the requirements of Code §408(d)(3).
- (h) **"Custodian"** means Capital Bank and Trust Company or any successor thereto.
- (i) **"Disabled"** means disabled as defined in Code §72(m)(7).
- (j) **"Fund"** means shares of one or more of the investment companies for which the Custodian or an affiliate serves as investment adviser.

- (k) **"Issue"** of a person means all of his or her lineal descendants of all generations.
- (l) **"Participant"** means any employee of an employer who has met the eligibility requirements for participation in the plan and who establishes a Roth SIMPLE IRA under this Agreement.
- (m) **"Rollover Contribution"** means an amount contributed to the Account that is not a Conversion Contribution and is derived from:
  - (i) all or any portion of a distribution from another Roth SIMPLE individual retirement account established under Code §408(p);
  - (ii) all or any portion of a distribution from a Roth individual retirement account established under Code §408A which is made after the two-year period described Code §72(t)(6); or
  - (iii) all or any portion of an eligible rollover distribution from a §401(a) qualified retirement plan, §403(b) plan, §457(b) government plan, or an account described in Code §402A which is made after the two-year period described Code §72(t)(6).

Such Rollover Contributions must be paid into the Account not later than the 60th day following the receipt of such distribution by the Participant. If property other than money is distributed from a plan, the Rollover Contribution may consist of the property distributed, subject to the consent of the Custodian. Alternatively, the property may be sold and its proceeds rolled over. The Participant can make only one rollover from an IRA to another (or the same) IRA in any 12-month period, regardless of the number of IRAs owned. This limit will apply by aggregating all of a Participant's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. A rollover of a Conversion Contribution, described above in this Section 1(g), is not subject to the one rollover per 12-month period limitation and such a rollover is disregarded in applying the limitation to other rollovers.

(n) **"Taxable Year"** is the Participant's tax year for federal income tax purposes.

**Section 2 — Establishment of Account**

By executing the Application, the Participant thereby establishes the Account, which shall hold all assets deposited with the Custodian, for the exclusive benefit of the Participant and the Participant's Beneficiaries.

A parent or legal guardian may execute the Application on behalf of a Participant who is a minor. In the event a SIMPLE IRA is established for a minor, the parent or legal guardian is authorized, on behalf of such minor, to take whatever actions are afforded the Participant of the SIMPLE IRA under the terms of this Agreement. The parent or legal guardian, by establishing an Account on behalf of a minor, agrees to indemnify and hold harmless the Custodian and its affiliates from any losses including court costs and reasonable attorney fees incurred by the Custodian or its affiliates as a result of establishing the Account in the name of the minor.

**Roth SIMPLE IRA  
Custodial Agreement**

**Section 3 — Contributions and Transfers**

- (a) **Maximum Permissible Amount.** This Roth SIMPLE IRA will accept only cash contributions made by an employer on behalf of the Participant under a SIMPLE IRA Plan that meets the requirements under Code §408(p) and any rollover contribution defined in Section 1(m) above or a transfer of assets from another Roth SIMPLE IRA the Participant may have. **No other contributions will be accepted.**
- (b) **Transfer.** Prior to the expiration of the two-year period beginning on the date the Participant first participated in any Roth SIMPLE IRA Plan maintained by the Participant's employer, the Participant may transfer all or any portion in his or her Account into a Roth SIMPLE IRA. After the expiration of this two-year period, the Participant may transfer or roll over funds to any Roth IRA of the Participant that is qualified under Code §408(A). A rollover or trustee-to-trustee transfer from this Roth SIMPLE IRA into another IRA or annuity before two years of participation will not be considered a valid rollover or tax-free transfer, but a distribution from this Roth SIMPLE IRA and a contribution to the other IRA or annuity that does not qualify as a rollover contribution.
- (c) **Rollover and Transfer Contributions in Cash or Shares.** Rollover and Transfer Contributions must be received by the Custodian in the form of cash, Fund shares or any combination thereof. The Custodian may require that each Rollover and Transfer Contribution be accompanied by a properly completed transmittal form provided by the Custodian.

**Section 4 — Investment of Account**

- (a) **Investment Instructions.** Pursuant to the Participant's written instructions, or the written instructions of the employer on behalf of the Participant under a SIMPLE IRA Plan, each cash contribution to the Account shall be applied to the purchase of shares of the Fund or Funds designated by the Participant or the Employer on behalf of the Employee at the applicable offering price in accordance with the terms of such Fund's prospectus or any other investment permitted under Code §408 or 408A, that is acceptable to the Custodian. If a Fund is designated but there is no share class indicated, the default will be A shares. The Participant, or if the Participant is deceased, the Beneficiary, may from time to time change the designation of the investments of Account assets hereunder and may instruct the Custodian to exercise the exchange privilege set forth in the Fund's prospectus.

- (b) **Reinvestment of Dividends and Capital Gain Distributions.** All dividends and capital gain distributions shall be reinvested. Once the Participant has reached age 59½, and the applicable five-taxable-year period described in Code §408A(d)(2)(B) has been met, the Participant may request that dividends and capital gain distributions be distributed from the Account.
- (c) **Life Insurance Contracts.** No part of an Account shall be invested in life insurance contracts.
- (d) **Account Assets.** The assets of the Account will not be commingled with other Custodian property and the purchase of Fund shares shall not be considered commingling.



## Section 5 — The Custodian

**(a) Share Accumulation Accounts and Systematic Withdrawals.** The Custodian, or its designated agent ("Agent"), is authorized to establish share accumulation accounts and systematic withdrawal plans (as described in the prospectus of the Fund, and as customarily entered into with other shareholders of the Fund) for the purpose of receiving and investing the contributions made hereunder and reinvesting income dividends and capital gain distributions. The Custodian is not liable for any act or failure to act of such Agent.

**(b) Safekeeping of Assets.** The Custodian is authorized to deposit certificates for shares with itself or the Agent for the purpose of safekeeping or otherwise or to permit shares to be credited to the Custodian. The Custodian shall not be obligated to secure certificates for such shares and in its discretion may permit such certificates to remain unissued. Fund shares and other assets acquired by the Custodian shall be owned by and registered in the name of the Custodian or its registered nominee.

**(c) Authority to Sell.** The Custodian is authorized to sell or redeem shares at the direction of the Participant, the Beneficiary or the legal representative of the Participant or Beneficiary.

**(d) Statements of Account.** Periodically the Custodian shall furnish to the Participant, or the Beneficiary of a deceased Participant, a statement of the Account, showing amounts invested or redeemed and the number and price of such shares. The Custodian shall furnish an annual calendar-year statement to the Participant or Beneficiary setting forth receipts, investments, disbursements, and other transactions. Upon expiration of 45 days after forwarding such statement, the Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations, or responsibilities as shown in or reflected by such statement, except with respect to any such acts or transactions as to which the Participant or Beneficiary shall have filed written objections with the Custodian within such 45-day period.

**(e) Notices and Proxies.** The Custodian shall furnish to the Participant, either directly or indirectly, notices, prospectuses, financial statements, proxies, and proxy-soliciting materials relating to all assets credited to the Account. Any notification to the Participant provided for under this Agreement shall be effective if sent by first class mail to the Participant's last address of record. The Custodian shall vote any shares held in the Account in accordance with the timely written instructions of the Participant. If the Custodian receives no such written instructions from the Participant, the Custodian may vote the shares of each fund held in the Account in the same proportion as the votes of the other shareholders of the fund(s) held in the Account.

**(f) Government Reports.** The Custodian shall file such reports relating to the Account with the appropriate government agency as the Custodian is required to file by law. The Participant shall furnish to the Custodian the information necessary to complete such reports.

**(g) No Liability for Investments.** The Custodian shall not be liable to the Participant or Beneficiaries for any depreciation or similar loss of assets or for the failure of the Account to produce any or larger net earnings. The Custodian shall not be liable for any act or failure to act of itself, its agents, employees or attorneys, so long as it exercises good faith, is not guilty of negligence or willful misconduct, and has selected such agents, employees and attorneys with reasonable diligence.

The Custodian shall have no responsibility for the determination or verification of the offering or redemption prices or net asset values of Fund shares, and shall be entitled to rely for such prices and net asset values upon statements issued by or on behalf of the Fund.

The Custodian shall have no duty to inquire into the investment practices of the Fund; the Fund shall have the exclusive right to control the investment of its assets in accordance with its stated policies; and the investments shall not be restricted to securities of the character now or hereafter authorized for trustees by law or rules of court. The Custodian shall not be liable or responsible for any omissions, mistakes, acts or failures to act of the Fund, or their successors, assigns or agents.

**(h) No Liability for Contributions and Distributions.** The Custodian shall not be responsible in any way for the purpose or propriety of any distribution made pursuant to instructions satisfactory to the Custodian, the collection of contributions provided for hereunder, or any action or nonaction taken pursuant to the request of the Participant, Beneficiary or legal representative of the Participant. The Custodian shall have no duty to determine whether contributions satisfy the applicable limits referenced in Section 3 of this Agreement.

The Custodian shall have no obligation to determine the amount of any excess contribution and the net income attributable thereto. If the Participant has authorized telephone exchanges under the Application or other form provided by the Custodian, the Custodian may make investment exchanges for this Account or any other account with the same registration in accordance with the instructions received from any person by telephone, telecopier or other electronic means and shall have no obligation to question any instructions so received or liability for the transactions it performs pursuant to such instructions.

## Section 6 — Fees and Expenses

The Custodian shall receive fees for its services hereunder in such amount as it shall establish from time to time, including, but not limited to, services rendered for the processing of distribution requests and Beneficiary claims. In addition, the Custodian shall receive reasonable fees for any unusual or special services rendered. The compensation of the Custodian, any transfer taxes incurred in connection with the investment and reinvestment of the assets of the Account, and all administrative expenses incurred by the Custodian in the performance of its duties, including fees for legal services rendered to the Custodian, shall either be reduced from contributions and charged to the Account, or shall be paid by redeeming or surrendering the necessary assets credited to the Account, unless otherwise paid by the Participant, but until paid shall constitute a lien upon the assets of the Account.

## Section 7 — Withdrawal of Account Assets

**(a) Taxation of Withdrawals From Roth SIMPLE IRAs.** A distribution of all or part of the Account may be made to the Participant upon the Participant's request and will not be includable in the Participant's gross income for any year if such distribution is a "Qualified Distribution."

**(i)** A "Qualified Distribution" means any payment made:

- on or after the date on which the Participant attains age 59½;
- on account of the death of the Participant;
- to a Participant who is Disabled; or
- as a Qualified Special Purchase Distribution. A "Qualified Special Purchase" means any distribution for expenses associated with a first-time home purchase in accordance with subparagraph (F) of Code §72(t)(2).

**(ii)** A payment or distribution will not be treated as a Qualified Distribution if it is made within the five-taxable-year period beginning with the first taxable year for which the Participant made a contribution to a Roth Account.

**(iii)** Any distribution from the Roth IRA that is not a Qualified Distribution shall be treated as made:

- first from contributions to the Roth IRA;
- then from Conversion Contributions, starting with amounts first converted (withdrawals of Conversion Contributions shall be treated as coming first from amounts that were included in income); and
- then from earnings.

**(iv)** To the extent a distribution is attributable to Conversion Contribution amounts that were includable in income, such distribution will be treated as a premature distribution if made within the five-taxable-year period after the date of the applicable conversion, unless the distribution meets one of the exceptions to the early distribution penalty set forth in this Section 7(c) below.

**(b) Premature Distribution Penalties.** A special rule applies to a payment or distribution received from a SIMPLE IRA during the two-year period beginning on the date on which the Participant first participated in any SIMPLE IRA Plan maintained by the Participant's employer. Under this special rule, the additional tax on early distributions under Code §72(t) provides that the rate of additional tax is increased from 10% to 25%. If one of the exceptions, listed below, to the application of tax under Code §72(t) applies, the exception also applies to distributions made within the two-year period and the 25% additional tax does not apply.



**(c) Exceptions to Premature Distribution**

**Penalties.** A distribution of all or part of the Account may be made to the Participant upon the Participant's request; however, tax penalties apply to amounts included in income that are treated as premature distributions, other than:

- (i) payments that are part of a series of substantially equal periodic payments that may be based on, but not limited to, the following three methods: life expectancy, amortization (using a rate between 80% and 120% of the long-term applicable federal rate) or annuitization (using an acceptable mortality table including but not limited to UP'84, '83 IAM or Annuity 2000);
- (ii) the return of excess contributions;
- (iii) payments for certain catastrophic medical expenses;
- (iv) payments made after an extended period of unemployment to cover health insurance premiums;
- (v) payments made to a Participant who has reached age 59½ or is Disabled;
- (vi) payments made on account of the death of the Participant;
- (vii) payments for expenses associated with a first-time home purchase in accordance with subparagraph (F) of Code §72(t)(2);
- (viii) payments for post-secondary education costs of the immediate family members and grandchildren of the Participant; or
- (ix) a levy under Code §6331.

If the Participant should become Disabled, the Account may be distributed to the Participant commencing as of the date of determination of such disability.

**(d) Excess Contributions to Account.** If the employer contributes on behalf of the Participant more than allowed with respect to a Taxable Year, the Participant must notify the Custodian to return to the Participant the excess contribution, together with any investment earnings on that amount, or to apply the excess contribution as a contribution for the Participant's next succeeding Taxable Year. The Participant must notify the Custodian in writing prior to the date on which the Participant files, or is required to file, the Participant's income tax return for the Taxable Year for which the excess contribution was made.

**(e) Transfer of Contributions Without Cost or Penalty.** If the Custodian is the designated financial institution of the employer's SIMPLE IRA Plan, a Participant may transfer his or her contributions to another custodian or trustee without cost or penalty by notifying the Custodian when the Participant initially establishes his or her Roth SIMPLE IRA account, or at any other time, on a form acceptable to the Custodian. Such transfer will be without cost or penalty if the contributions have been at all times invested in the Class A or F-2 shares of American Funds U.S. Government Money Market Fund ("MMF") or such other class of shares or fund as the Custodian may designate. If the Custodian is not the designated financial institution of the employer's SIMPLE IRA Plan, a Participant's transfer may result in the imposition of the charges described in the prospectus of the Fund.

## Section 8 — Distributions to Participant and Participant's Designated Beneficiaries

### (a) Beneficiary Designations.

- (i) **Participant's Right to Designate or Change Beneficiary.** The Participant shall have the right to designate or change a Beneficiary to receive any benefit from the Account to which such Participant may be entitled in the event of the Participant's death prior to complete distribution of the Account. If no such designation is in effect at the time of the Participant's death, the Participant's Beneficiary shall be the Participant's spouse or, if none, the Participant's children, equally. If any child does not survive the Participant, then the deceased child's share will be distributed to his or her children (the Participant's grandchildren), equally or, if none, the surviving children equally. If none of the foregoing survives the Participant, the Beneficiary will be the Participant's estate.
- (ii) **Required Form of Beneficiary Designation.** The Participant may designate or change a Beneficiary only by signed written notice to, and in a form acceptable to, the Custodian, but the Custodian shall have no responsibility to determine the validity of such beneficiary designation. The designation or change will take effect as of the date the written notice was executed, provided that the designation or change is delivered to the Custodian prior to the Participant's death. The beneficiary designation form shall be used solely for the purpose of designating a Beneficiary or Beneficiaries.
- (iii) **Good Faith Payment by Custodian.** The Custodian shall be relieved of any liability for making any payment in good faith to any person or entity that claims to be a Beneficiary. The Custodian shall be entitled to rely without liability on written notice from the Participant's personal representative or any Beneficiary as to the identity of the Beneficiaries of the Participant at the time of the Participant's death.

### (b) Distributions Other Than Required Distributions After Participant's Death.

In a form acceptable to the Custodian, the Participant may elect to have the balance in the Account distributed in one of the following forms:

- (i) a single sum payment;
- (ii) payments over the life of the Participant;
- (iii) payments over the lives of the Participant and his or her Beneficiary; or
- (iv) payments over a specified period.

### (c) Required Distributions After Participant's Death.

- (i) **Minimum Distributions to Beneficiaries.** The Beneficiary or Beneficiaries may elect to receive minimum distributions from the Account as follows:
  - a. **Nonspouse Beneficiary Is Designated Beneficiary; or Spouse Beneficiary Is Not Sole Designated Beneficiary —** If the Designated Beneficiary is not the spouse of the Participant, or if the spouse of the Participant is a Beneficiary but not the sole Designated Beneficiary, then the Beneficiary may elect to receive minimum distributions over the life

## Roth SIMPLE IRA Custodial Agreement

expectancy of the Designated Beneficiary commencing no later than December 31 of the year following the year of the Participant's death.

### b. Spouse Beneficiary Is Sole Designated Beneficiary —

If the sole Designated Beneficiary is the spouse of the Participant, then such spouse may elect:

- 1. To receive minimum distributions over the spouse's life expectancy commencing no later than December 31 of the year following the year of the Participant's death, or December 31 of the year in which the Participant would have reached age 70½. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed to the spouse's Beneficiary or Beneficiaries in accordance with subparagraph a. of this Section 8(c)(i), as if the spouse were the Participant. If the surviving spouse dies after distributions are required to begin, any remaining interest in the Account will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death;
- 2. To receive minimum distributions in accordance with subparagraph c. of this Section 8(c)(i); or
- 3. To treat the Account as his or her own. This election is deemed to be made if such spouse makes a contribution to the Account or fails to take required minimum distributions as the Beneficiary in any year following the year of the Participant's death.

### c. No Designated Beneficiary —

If the Participant does not have a Designated Beneficiary, the entire interest will be distributed by December 31 of the year containing the fifth anniversary of the Participant's death (or surviving spouse's death if the surviving spouse dies before distributions are required to begin).

- (ii) **Determination of Life Expectancy and Calculation of Minimum Distributions After the Participant's Death —** The minimum amount required to be distributed each year explained in this Section 8(c)(i) above is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the applicable factor. The applicable life expectancy factor for the surviving spouse who is the sole Designated Beneficiary is the Single Life Expectancy Table factor in Q&A-1 of §1.401(a)(9)-9 of the Federal Income Tax Regulations for the spouse's age each year. The applicable factor in all other cases is the Single Life Expectancy Table factor in Q&A-1 of §1.401(a)(9)-9 of the Federal Income Tax Regulations corresponding to the Beneficiary's age (or Participant's age, if applicable) as of his or her birthday in the year distributions begin reduced by one in each succeeding year. The value of the Account includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Federal Income Tax Regulations.



**(d) Requesting Distributions.** Except as provided in Section 5(h) above, the Custodian has no duty to advise the Participant or Beneficiary of the taxability of distributions. Moreover, the Custodian has no duty to commence distributions to the Participant or Beneficiary until receipt of written instructions, in a form acceptable to the Custodian, from the Participant or Beneficiary, as the case may be. The Custodian shall give no force and effect to any election made by the Participant or Beneficiary as to the distribution options allowable to the Participant or Beneficiary(ies), unless such election is made in a form acceptable to the Custodian.

**(e) Satisfying Minimum Distributions From Two or More IRAs.** An individual may satisfy the minimum distribution requirements under §§408(a) (6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the Beneficiary of two or more IRAs may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524 (as modified by §1.408-8, A-9 of the Federal Income Tax Regulations) to satisfy the minimum distribution requirements described above. If the Beneficiary does not provide the Custodian with timely notice that required distributions will be satisfied from this Account, then the Beneficiary automatically will be deemed to have elected to satisfy the minimum distribution requirements from some other IRA.

**(f) Treatment of Trust Beneficiaries as "Designated Beneficiaries."** If a trust is named as a Beneficiary of this Account, the beneficiaries of the trust with respect to the trust's interests in this Account will be treated as being "Designated Beneficiaries" (as that term is defined in the Code and corresponding Treasury Regulations) of the Participant solely for purposes of determining the distribution period under §401(a)(9) of the Code; provided, however, such treatment as "Designated Beneficiaries" may occur only if, during any period during which required minimum distributions are being determined by treating beneficiaries of the trust as Designated Beneficiaries of the Participant, the following requirements are met:

- (i) the trust is a valid trust under state law, or would be but for the fact that there is no corpus;
- (ii) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the IRA Participant;
- (iii) the beneficiaries of the trust who are beneficiaries with respect to the trust's interests in this Account are identifiable from the trust instrument; and
- (iv) the Custodian receives the documentation described in Q&A-6 of Treasury Regulations §1.401(a)(9)-4.

If the foregoing requirements have been satisfied, and the Custodian receives such additional information as it may request, the Custodian of this Account may treat such trust beneficiaries as "Designated Beneficiaries."

**(g) Separate Accounts.** The Custodian will recognize the timely creation of separate accounts by the Participant, Beneficiary or Beneficiaries (or a representative of the Beneficiary or Beneficiaries, including the trustee of a trust) to the extent permitted by law or applicable Treasury regulations. If the Participant designates multiple individuals or a trust with multiple beneficiaries as the Participant's

Beneficiary, then the age of the oldest individual or trust beneficiary shall be used for purposes of calculating required minimum distributions hereunder unless separate accounts are timely established as aforesaid. To create separate accounts during the lifetime of the Participant, a separate Application must be completed for each Account, delivered and accepted by the Custodian. To create separate Accounts after the death of the Participant, the Custodian must be notified by the Beneficiary or at least one of the Beneficiaries (or a representative of the Beneficiary or Beneficiaries, including the trustee of a trust, or the personal representative of an estate) in a form and manner acceptable to the Custodian.

**(h) Trust Beneficiary Qualifying for Marital Deduction.** If a Beneficiary is a trust (other than an estate marital trust) that is intended to qualify for the federal estate tax marital deduction under §2056 of the Code ("Marital Trust"), then:

- (i) in no event shall the annual amount distributed from the Account to the Marital Trust be less than the minimum distribution required under §401(a)(9) of the Code;
- (ii) the trustee of the Marital Trust shall be responsible for calculating the amount to be distributed under clause (i) above and shall instruct the Custodian of the Account in writing to distribute the amount so calculated;
- (iii) the trustee of the Marital Trust may from time to time notify the Custodian of the Account in writing to accelerate payment of all or any part of the portion of such Account that remains to be distributed, and may also notify the Custodian to change the frequency of distributions (but not less often than annually); and
- (iv) the trustee of the Marital Trust shall be responsible for characterizing the amounts so distributed from the Account as fiduciary accounting income or principal under the applicable state law.

**(i) Disclaimer.** The Custodian of the Account may accept a Beneficiary's disclaimer with respect to all or a portion of an interest in the Account provided that the disclaimant has not previously accepted any interest in the property to be disclaimed and the disclaimer:

- (i) is in a form acceptable to the Custodian;
- (ii) identifies the Participant of the Account;
- (iii) describes the interest (i.e., the Account) and the extent of the interest to be disclaimed;
- (iv) declines, refuses or renounces the interest to be disclaimed; and
- (v) satisfies applicable state and federal law.

The Custodian of this Account may accept a trust's disclaimer made by a trustee on behalf of (i) a trust that is the Beneficiary of this Account and (ii) the beneficiary(ies) of the trust (or made by a personal representative of an estate that is a Beneficiary of the Account), provided that (a) the disclaimer satisfies the foregoing requirements and either (b) the state law of the Participant's domicile or the instrument governing the trust or estate expressly gives the trustee or personal representative the right to disclaim an interest on behalf of the trust or estate and the beneficiary(ies) or (c) the beneficiary(ies) affected by the disclaimer consent.

## Roth SIMPLE IRA Custodial Agreement

The Custodian shall not be responsible for determining the validity of the disclaimer under any state or federal law and may rely on the disclaimant's good faith written statement of the disclaimer's validity. The Custodian shall not be liable to the disclaimant or any other person or entity for acting or refusing to act in good faith reliance on such a disclaimer.

**(j) Power of Attorney.** If the Custodian of the Account is asked to follow the instructions of an attorney-in-fact designated under a power of attorney, the Custodian may, but shall not be required to, follow such instructions without regard to whether the power of attorney expressly authorizes the specific act, transaction, or decision by the attorney-in-fact; provided, however, the power of attorney may not be construed to grant authority to an attorney-in-fact to change the designation of Beneficiaries to receive any property, benefit, or contract right on the Participant's death unless expressly authorized in the power of attorney.

When requested to follow the instructions of an attorney-in-fact, the Custodian, before incurring any duty to comply with the power of attorney, may require the attorney-in-fact to provide identification, specimens of the signatures of the Participant and the attorney-in-fact, and any other information reasonably necessary or appropriate to identify the Participant and the attorney-in-fact and to facilitate the actions of the Custodian in following instructions of the attorney-in-fact.

The Custodian, in its sole and absolute discretion, may petition any applicable court to resolve any issue pertaining to the power of attorney, including, but not limited to, the validity of the power of attorney or the authority to engage in the proposed acts requested by the attorney-in-fact. All expenses of such a judicial determination, including the Custodian's reasonable attorney fees, shall be charged to the Account as provided in Section 6 of this Agreement.

The Custodian shall not be responsible for determining the validity of the power of attorney under any state or federal law and may rely on the attorney-in-fact's good faith written statement of the validity of the power of attorney. The Custodian shall not be liable to the attorney-in-fact, Participant or any other person for acting or refusing to act in good faith reliance on the power of attorney.

**(k) Receipt of Instructions From Conservator or Guardian.** If the Custodian of the Account is asked to follow the instructions of a conservator or guardian of the estate of any incapacitated Participant (hereinafter such conservator or guardian is referred to as a "Personal Representative"), the Custodian may, but shall not be required to, follow such instructions; provided, however, the Custodian may not act upon the instructions of such Personal Representative to change the designation of Beneficiaries to receive any property, benefit, or contract right on the conservatee's or ward's death without court authorization.

When requested to follow the instructions of a Personal Representative, the Custodian, before incurring any duty to comply with such instructions, may require any information reasonably necessary or appropriate to identify the Personal Representative and to facilitate the actions of the Custodian in following such instructions.



The Custodian, in its sole and absolute discretion, may petition any applicable court to resolve any issue pertaining to the instructions of the Personal Representative, including, but not limited to, the authority to engage in the proposed acts requested by the Personal Representative. All expenses of such a judicial determination, including the Custodian's reasonable attorney's fees, shall be charged to the Account as provided in Section 6 of this Agreement.

The Custodian shall not be liable to any person for acting or refusing to act in good faith reliance on the instructions of the Personal Representative.

**(l) Payments Upon Death of Beneficiary.** If a Beneficiary is a natural person and is entitled to benefits under Participant's Account ("Original Beneficiary"), then upon the death of such Original Beneficiary, any remaining benefits shall be payable to one or more persons or entities ("Subsequent Beneficiary") designated by the Participant to receive such benefits. If the Participant fails to designate a Subsequent Beneficiary, or to the extent that such designation does not make an effective disposition of all such remaining benefits in the Account, then such remaining benefits shall be payable to the Subsequent Beneficiary(ies) if so designated by the Original Beneficiary to receive such benefits, or, if none, to the Original Beneficiary's estate.

The Participant and the Original Beneficiary's designation of a Subsequent Beneficiary to receive such remaining benefits may be acted upon by the Custodian if:

- (i) The designation is executed prior to the death of the Participant or Original Beneficiary, as the case may be, by a written instrument in a form acceptable to the Custodian;
- (ii) The designation expressly refers to the remaining benefits in the Account; and
- (iii) The designation is delivered to the Custodian prior to the Original Beneficiary's death.

If such remaining benefits are thus payable to such a Subsequent Beneficiary, they shall be paid over a period that does not extend beyond the applicable distribution period for the distribution of the Participant's Account.

If a Beneficiary is a trust and is receiving benefits under the Participant's Account over the life expectancy of a trust beneficiary (or over the remaining life expectancy, if any, of the Participant or of any prior Beneficiary or prior trust beneficiary), then upon the death of such trust beneficiary prior to the complete distribution of such benefits to the trust, such remaining benefits shall be payable to the trust, or directly to the successor trust beneficiary or beneficiaries if so instructed in writing by the trustee, over a period that does not extend beyond the applicable distribution period for the distribution of Participant's Account.

**(m) Notice of Events.** Until the Custodian shall receive from some person interested in this Account notice, in a form acceptable to the Custodian, of any event upon which the right to receive any benefits from this Account has occurred, the Custodian shall incur no liability for any disbursements or distributions made or omitted to be made in good faith.

## Section 9 — Amendment and Termination

The Participant, by the establishment of this Account, delegates to the Custodian the power to make any retroactive or prospective modification of, or amendment to, this Agreement that is necessary to conform the Agreement to, or satisfy the conditions of,

any law, governmental regulation or ruling, and any prospective amendment that is desirable for the administration of this Agreement, and by doing so shall be deemed to have consented to each such amendment or modification. Notwithstanding the preceding sentence, no amendment shall be made that would have the effect of allowing any part of the Account to be used for any purpose other than for the exclusive benefit of the Participant or Beneficiary nor shall any amendment increase or decrease the duties or liabilities of the Custodian without its consent. The Custodian has no affirmative obligation to amend the Agreement for any purpose.

This Agreement may, at the Custodian's option, terminate upon the transfer or complete distribution of the Account, or at the discretion of the Custodian at any time upon 30 days' prior written notice to the Participant.

## Section 10 — Resignation or Removal of the Custodian

The Custodian may resign at any time upon 30 days' prior written notice to the Participant, or the Beneficiary of a deceased Participant, and may be removed by the Participant or Beneficiary at any time upon 30 days' prior written notice to the Custodian. Upon such resignation or removal, the Participant or Beneficiary shall appoint a qualified successor to the Custodian, and at the request of the Participant or Beneficiary, the Custodian shall transfer and pay over to such successor the assets of the Account or the proceeds from the sale of such assets. The Custodian may, in its discretion, make an independent determination as to such successor's qualified status. The Custodian is authorized, however, to reserve such sum of money as it may deem advisable for payment of any liability constituting a charge against the assets of the Account or against the Custodian, with any balance remaining after the payment of all such items to be paid over to such successor.

If, within 30 days after the Custodian's resignation or removal a qualified successor has not been appointed, the Custodian shall distribute the assets in a lump sum to the Participant, or the Beneficiary of a deceased Participant.

## Section 11 — Miscellaneous

**(a) Spendthrift Clause.** Neither the assets nor the benefits provided for hereunder shall be subject to alienation, anticipation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized. The Participant shall have no right to assign, transfer or pledge any interest in the Account, and the Participant's interest in the Account shall not be subject to any claims of creditors.

**(b) Transfer Incident to Divorce or Legal Separation.** Notwithstanding anything to the contrary in the Agreement, including Section 11(a) above, the Participant may direct the Custodian to transfer all or a portion of the Account into an IRA of the Participant's spouse or former spouse incident to divorce or legal separation as provided in Code §408(d)(6) and incorporated by reference by Code §408A(a).

**(c) Creditor Redemption.** Notwithstanding anything to the contrary in this Agreement, including Section 11(a), to the extent permitted by applicable federal law, the Custodian, upon receipt of an Internal Revenue Service levy against the Participant or Account ("Levy"), may redeem shares, with or without notice to the Participant or Beneficiary, of

## Roth SIMPLE IRA Custodial Agreement

the Fund or Funds in the Account and forward the proceeds to satisfy such a Levy. The Custodian may redeem the shares on a pro-rata basis in the Fund or Funds. Except as otherwise provided by applicable law, the Custodian shall not be liable for any action taken in good faith and in exercise of due care. In the event of any action undertaken by the Custodian resulting from any order described herein, all court costs, legal expenses, reasonable compensation for the time expended by the Custodian and any other expenses and costs, including reasonable attorneys' fees, shall be collected by the Custodian from the Account(s) in accordance with Section 6 of this Agreement.

**(d) Alternative Distribution to Minors.** In the event a distribution is payable to a minor, the Custodian may transfer the proceeds to a custodian selected by the Custodian under the applicable state's Uniform Gifts (Transfers) to Minors Act.

**(e) Use of Electronic or Telephonic Media.** With the consent of the Custodian, the Participant, or the Beneficiary of a deceased Participant, may use electronic or telephonic media to satisfy the requirements for written consent or direction, to the extent permissible under regulations or other generally applicable guidance.

**(f) Issuance of a Check.** Upon the issuance of a check from the Account, no additional earnings will accrue to the Account with respect to the uncashed check.

Earnings on uncashed checks may accrue to the Custodian at a money market rate of return. Such earnings will accrue from the date upon which a check is mailed, one business day after the redemption or sale is processed, until the date upon which the check is presented for payment.

**(g) Governing Law/Resort to Judicial Determination.** This Agreement shall be governed by, construed in accordance with and administered under the laws of the State of California. Each party agrees that all actions or proceedings instituted by the Custodian, Participant, Beneficiary or any interested party arising under or growing out of this Agreement shall be brought in the state or federal courts of California. In the event of reasonable doubt respecting the proper course of action to be taken with respect to the Account, the Custodian may, in its sole and absolute discretion, resolve such doubt by judicial determination that shall be binding on all parties who may claim any interest in the Account. A judicial determination may include, but not be limited to, the Custodian petitioning the appropriate court to remain as Custodian over the Account in order to preserve the Account's federal tax-deferred status pending the court's resolution of the Account. In the event of any such judicial determination, all court costs, legal expenses, reasonable compensation for the time expended by the Custodian and any other expenses and costs, including reasonable attorneys' fees, shall be collected by the Custodian from the Account(s) in accordance with Section 6 of this Agreement.

**(h) Additional Information/Documentation.** The Custodian may, in the Custodian's sole and absolute discretion, require that the Participant, Beneficiary or any other person or entity provide the Custodian with additional information or documentation as the Custodian deems appropriate in order to satisfy the Custodian's duties under the Agreement.

**(i) Binding on Successors.** This Agreement shall bind and enure to the benefit of the representatives, successors and assigns of the Participant and the Custodian.



If you did not receive this Disclosure Statement at least seven days before establishing your traditional SIMPLE IRA and/or Roth SIMPLE IRA (collectively referred to as "SIMPLE IRA"), you may revoke your traditional and/or Roth SIMPLE IRA. Your SIMPLE IRA is established and accepted on the date you execute the applicable American Funds SIMPLE IRA Application. The seven-day right of revocation applies independently to your interest(s) in your traditional and/or Roth SIMPLE IRA. To revoke your traditional and/or Roth SIMPLE IRA, you must provide written notice of revocation within seven days after your account is established. Written notice of revocation may be mailed to Capital Bank and Trust Company, P.O. Box 6007, Indianapolis, IN 46206-6007. The revocation will be considered given as of the postmark date. Upon revocation, the entire amount of your contribution will be returned to you without adjustment for administrative expenses or fluctuations in market value.

The following is a brief summary of some of the financial and tax consequences of establishing a SIMPLE IRA.

## 1. Contributions to the Account

### 1. Limitation on Amount of Contributions.

Contributions to the SIMPLE IRA may be either pre-tax or Roth (if permitted by your employer) salary deferral contributions or employer contributions. Contributions must be made in cash and cannot exceed the maximum amount allowed under the Internal Revenue Code.

Salary deferral contributions to your SIMPLE IRA are limited to \$16,500 for 2025 and \$17,000 for 2026. If you are age 50 or older before the end of the calendar year, you can make additional catch-up contributions up to \$3,500 for 2025 and \$4,000 for 2026.

Higher deferral limits (\$17,600 for 2025 and \$18,100 for 2026 apply to employers with no more than 25 employees who earned at least \$5,000 in the prior year. If you are age 50 or older before the end of the calendar year, you can make additional catch-up contributions up to \$3,850 for 2025 and 2026. The higher limits also apply to employers with more than 25 employees who earned at least \$5,000 in the prior year, but only if the employer elects to increase the required matching contribution from 3% to 4% or the nonelective contribution from 2% to 3%.

If you are age 60-63 (but not 64 or older) before the end of the calendar year, increased deferral limits apply. For 2025 and 2026, your catch-up limit is increased to \$5,250.

For later years, these limits may be periodically increased for cost-of-living adjustments.

Your employer is generally required to make a dollar-for-dollar match of your salary deferral contributions up to 3% of your compensation (although twice during any five-year period, your employer may reduce its match to as little as 1% for the year and must notify you of the reduction).

Your employer may, instead of the match, make a non-elective contribution on your behalf, equal to 2% of your compensation (compensation for this non-elective contribution is limited to \$350,000 for 2025 and \$360,000 for 2026).

Your employer may make additional non-elective contributions of up to 10% of compensation, not to exceed \$5,100 for 2025 and \$5,300 for 2026.

For later years, this limit may be periodically increased for cost-of-living adjustments.

No other contributions may be made to your SIMPLE IRA. A rollover into your SIMPLE IRA may be made from another SIMPLE IRA at any time. A rollover into your SIMPLE IRA may be made from an employer-sponsored retirement plan or another IRA only after the expiration of the two-year period beginning when you first contributed to the SIMPLE IRA. A rollover into your Roth SIMPLE IRA can only be made if your employer's SIMPLE IRA Plan permits Roth contributions.

- 2. Excess Contributions.** If contributions to your SIMPLE IRA for any taxable year are greater than the maximum amount, the excess amount will be subject to an annual 6% excise tax. However, this tax can be avoided if you withdraw your excess contributions plus any earnings on the excess on or before the due date, including extensions, for your federal tax return for the year in which the excess contributions are made. The earnings that are withdrawn must be included in your income for the year the excess contributions were made, and may also be subject to a 10% premature distribution penalty if you are under age 59½. The 10% penalty increases to 25% for distributions taken before you have participated in the SIMPLE IRA for at least two years.

- 3. Investment of Contributions.** Under the terms of the Custodial Agreement, your contributions will be invested by the Custodian, Capital Bank and Trust Company, or any successor, in accordance with your written instructions or the written instructions of your employer on your behalf. If you designate one or more American Funds but there is no share class indicated, the default will be A shares. No part of your SIMPLE IRA will be invested in life insurance contracts. The Custodial Agreement provides that your entire interest in the assets held in your SIMPLE IRA is nonforfeitable at all times and that such assets will not be commingled with other property.

- 4. Transfer of Contributions Without Cost or Penalty.** If the Custodian is the designated financial institution of your employer's SIMPLE IRA Plan, you may transfer your contributions (both your deferrals and your employer's contributions) to another financial institution, custodian or trustee, without cost or penalty, by notifying the Custodian when you initially establish your SIMPLE IRA account, or at any other time, by using the Custodian's SIMPLE IRA Transfer Election form. The Custodian will process this request without cost or penalty provided you meet certain transfer requirements. When requesting a transfer, you must provide the dollar amount or percentage to be transferred and the frequency of such transfer (e.g., monthly, quarterly, annually). The election will continue in force until you revoke it. Prior to the transfer, the contributions (both your salary deferrals and your employer's contribution) that you want to transfer may only be invested in A or F-2 shares of the American Funds U.S. Government Money Market Fund (MMF) so that the transfer may occur without cost or penalty to you. If you elect not to invest in A or F-2 shares of MMF but in an American Funds mutual fund class for which a sales charge or a contingent deferred sales charge is applicable, you may also transfer these contributions but the transfer can not be made without cost or penalty, since the sales charge will not be refunded. If the Custodian is not the

## SIMPLE IRA Disclosure Statement

designated financial institution of your employer's SIMPLE IRA Plan, you may also transfer your contributions to another financial institution at any time, but such a transfer is not required to be without cost or penalty. To initiate such a transfer, contact the new custodian or trustee to obtain the appropriate forms. The Custodian will complete a "trustee to trustee," or similar transfer, of all or a portion of your SIMPLE IRA account balance upon receipt of the recipient institution's acceptance of the SIMPLE IRA account. If your contribution was invested in a mutual fund class of shares subject to a sales charge or a contingent deferred sales charge, then the sales charges will not be refunded.

## 2. Distributions from the Account

- 1. Taxation of Distributions.** Provisions for 10-year income averaging and capital gain treatment are not available for "lump sum distributions" from your SIMPLE IRA.

- (a) Pre-Tax Contributions and Earnings.** Distributions of your pre-tax contributions and earnings thereon are taxed as ordinary income.

- (b) Roth Contributions and Earnings.** Distributions of Roth contributions are not taxed, but any associated earnings may be taxable if the distribution is not qualified. Qualified distributions are distributions made more than five years after you establish your first Roth IRA, if made after you reach age 59½ or due to your death or disability, or if used for certain expenses to purchase a first-time home.

- 2. Penalty Tax on Premature Distributions.**

Any distribution made before you reach age 59½ will be subject to a penalty tax of 10% of the taxable amount of the distribution, and 25% penalty tax for distributions made before you have participated in the SIMPLE IRA for more than two years except for distributions made:

- (a) in the case of death or disability,
- (b) for the return of excess contributions (including earnings) from your SIMPLE IRA,
- (c) as payments for certain catastrophic medical expenses,
- (d) as payments made after an extended period of unemployment to cover health insurance premiums,
- (e) as payments for certain expenses incurred to purchase a first-time home up to a lifetime maximum of \$10,000,

- (f) as payments for post-secondary education costs of your immediate family members and grandchildren,

- (g) as payments made in substantially equal installments that may be based on, but not limited to, the following methods: life expectancy, amortization (using a rate between 80% and 120% of the long-term applicable federal rate) or annuitization (using an acceptable mortality table including, but not limited to, UP'84, '83 IAM or Annuity 2000),

- (h) as payment in satisfaction of a levy under Code §6331,

- (i) as payments of up to \$22,000 made in connection with federally declared disasters,

- (j) for birth or adoption expenses (up to \$5,000),



(k) as payments made while you are terminally ill;

(l) for unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses up to the lesser of \$1,000 or the excess of your account balance over \$1,000; or

(m) in the case of domestic abuse (up to the lesser of \$10,300 for 2025 and \$10,500 for 2026 or 50% of your account balance).

**3. Required Distributions From SIMPLE IRAs.**

(a) **Pre-Tax Contributions and Earnings.** To begin receiving required minimum distributions from your SIMPLE IRA, you must notify the Custodian in writing. Your entire interest must be distributed beginning April 1 (your "Required Beginning Date") of the calendar year following the year in which you reach age 73. Your distributions can be taken over a period calculated on your life expectancy and that of a beneficiary assumed to be 10 years younger than you (the factors can be found in the IRS's Uniform Lifetime Table). If your sole beneficiary is your spouse who is more than 10 years younger than you, you may use your spouse's actual age (the factors can be found in the IRS Joint Life and Last Survivor Expectancy Table) to determine the payout period.

(b) **Roth Contributions and Earnings.** No distributions are required to be made from your Roth contributions or earnings prior to your death.

**4. Penalty Tax for Insufficient Distributions From SIMPLE IRAs.** If you take less than the minimum required to be distributed after you reach your Required Beginning Date, a 25% (possibly 10% if timely corrected within two years) penalty tax on the difference between the amount required to be distributed and the amount actually distributed in that year will be assessed. The Internal Revenue Service can waive the penalty tax if the insufficient distribution was due to reasonable error and steps are taken to correct the underdistribution.

**5. Distributions Upon Your Death.** After your death (regardless of your age when you die), required minimum distribution rules apply to the beneficiaries of your SIMPLE IRA. How the required minimum distribution rules apply after your death depends on a number of factors, including whether you die before your Required Beginning Date and the identity of your beneficiaries. For more information on required minimum distributions for beneficiaries, refer to IRS Publication 590-B or consult your tax professional.

**6. Issuance of a Check.** Upon the issuance of a check from the Account, no additional earnings will accrue to the Account with respect to the uncashed check. Earnings on uncashed checks may accrue to the Custodian at a money market rate of return. Such earnings will accrue from the date upon which a check is mailed, one business day after the redemption or sale is processed, until the date upon which the check is presented for payment.

**7. Estate and Gift Taxes.** Upon your death, the value of your SIMPLE IRA is subject to federal estate taxes under §2039(a) of the Internal Revenue Code unless the account is left to a surviving spouse in a form that qualifies for the marital deduction.

For gift-tax purposes, beneficiary designations will not be treated as gifts.

### **3. Tax Status of Custodial Account**

**1. Tax-Exempt Status.** Generally, any pre-tax contributions and earnings thereon held in your SIMPLE IRA are exempt from federal income tax and will only be taxed when distributed to you, unless the tax-exempt status of the SIMPLE IRA is revoked.

Generally, any earnings on your Roth contributions are exempt from federal income tax and will only be taxed when distributed to you in a nonqualified distribution, unless the tax-exempt status of the SIMPLE IRA is revoked.

The Custodian of your SIMPLE IRA has received a letter from the IRS approving the form of the SIMPLE IRA. Such approval is a determination as to the IRA terms only and is not a determination of the merits of the SIMPLE IRA as an investment.

**2. Loss of Exemption.** The tax-exempt status of the SIMPLE IRA will be revoked as of the beginning of the year in which you engage in any of the prohibited transactions listed in §4975(c) of the Internal Revenue Code, such as borrowing money from your IRA, selling property to your IRA or exchanging property with your IRA. Generally, the fair market value of any pre-tax contributions and earnings thereon in your SIMPLE IRA will be includable in your taxable income in the year in which such prohibited transaction takes place and may also be subject to a 10% penalty tax (25% if you have not participated in the SIMPLE IRA for more than two years).

In the case of Roth contributions, to the extent the fair market value of your Roth assets exceeds aggregate Roth contributions made to your account, such value will be includable in your taxable income in the year in which such prohibited transaction takes place and may also be subject to a 10% penalty tax (25% if you have not participated in the SIMPLE IRA for more than two years).

In addition, the SIMPLE IRA will lose its tax-exempt status if you use all or part of your interest in the IRA as security for a loan. Any portion of the IRA used as security for a loan will be treated as a distribution in the year in which such use occurs. If you are under age 59½, the amount of the loan may also be subject to a 10% penalty tax (25% if you have not participated in the SIMPLE IRA for more than two years) as a premature distribution.

### **4. Additional Tax Information**

For years in which excess contributions have been made to your SIMPLE IRA, or you received from your account premature distributions, or underdistributions from your SIMPLE IRA after reaching age 73, you are required to file with the IRS Form 5329 *Additional Taxes on Qualified Plans (including IRAs) and Other Tax-Favored Accounts* along with your individual tax return for that year.

Further information about your SIMPLE IRA can be obtained from any district office of the IRS. You may also refer to IRS Publications 560, 590-A, and 590-B, or visit the IRS website at [www.irs.gov](http://www.irs.gov).

### **5. Financial Information**

To calculate earnings on the account, reinvested dividends and capital gain distributions are purchased at net asset value ("NAV") on the reinvestment date. The number of shares in the Account at the end of the period is multiplied by the NAV per share at the end of the period to determine the ending value. The difference between the ending value and the initial investment equals the earnings for the period.

If \$1,000 is invested in any fund other than American Funds U.S. Government Money Market Fund and a reduced sales charge is not available, the highest sales charge would be \$57.50, or 5.75% of the contribution. See the prospectus of each fund for further details. If \$1,000 is invested in MMF, no sales charge would be imposed. In addition, there is a \$10 annual custodian fee. The future growth results of your investment in mutual fund shares cannot be guaranteed or projected.