

SIMPLE Individual Retirement Account Custodial Agreement

(Under Section 408(p) of the Internal Revenue Code) IRS Form 5305-SA (Rev. March 2002)

This Custodial Agreement is incorporated into and is part of the Individual Retirement Account Authorization Form (collectively "Agreement") signed by me (collectively "the Depositor," "the Client," "me," "my," and "I") and constitutes a binding contract between Edward D. Jones & Co., L.P (collectively, "Edward Jones" and "Custodian"), and me. I represent that I have read and understand the Agreement and agree to be bound by its terms as well as the separate disclosures and notices referenced in and/or provided with this Agreement. My current or former employer ("Employer") has adopted a plan described in Section 408(p) as a savings incentive match plan for employees of small employers ("SIMPLE IRA Plan"). I am establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under Sections 408(a) and 408(p) to provide for my retirement and for the support of my beneficiaries after death. Edward Jones has given me the disclosure statement required by Regulations Section 1.408-6. Depositor and Custodian make the following Agreement:

Article I

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

Article II

Depositor's interest in the balance in the custodial account is nonforfeitable.

Article III

- No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
- No part of the custodial account funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

- Notwithstanding any provision of this Agreement to the contrary, the distribution of Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the Regulations thereunder, the provisions of which are herein incorporated by reference.
- Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than Depositor's required beginning date, April 1, following the calendar year in which Depositor reaches age 70½. By that date, Depositor may elect, in a manner acceptable to Custodian, to have the balance in the custodial account distributed in:
 - A single sum or
 - Payments over a period not longer than the life of Depositor or the joint lives of Depositor and his or her designated beneficiary.
- If Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - If Depositor dies on or after the required beginning date and:
 - the designated beneficiary is Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by one (1) for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - the designated beneficiary is not Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of Depositor and reduced by one (1) for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of Depositor as determined in the year of Depositor's death and reduced by 1 for each subsequent year.
 - If Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated Beneficiary, in accordance with (ii) below:
 - The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of Depositor's death. If, however, the designated beneficiary is Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which Depositor would have reached age 70½. But, in such case, if Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
 - The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of Depositor's death.
- If Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not Depositor's surviving spouse, no additional contributions may be accepted in the account.
- The minimum amount that must be distributed each year, beginning with the year containing Depositor's required beginning date, is known as the "required minimum distribution" ("RMD") and is determined as follows:
 - The RMD under paragraph 2(b) for any year, beginning with the year Depositor reaches age 70½, is Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if Depositor's designated beneficiary is his or her surviving spouse, the RMD for a year shall not be more than Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The RMD for a year under this paragraph (a) is determined using Depositor's (or, if applicable, Depositor's and spouse's) attained age (or ages) in the year.

- (b) The RMD under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of Depositor's death (or the year Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)), is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
- (c) The RMD for the year Depositor reaches age 70½ can be made as late as April 1 of the following year. The RMD for any other year must be made by the end of such year.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the Regulations under Section 408(a)(6).

Article V

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

Article VI

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

Article VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related Federal Income Tax Regulations ("Regulations"). Other amendments may be made with the consent of Depositor and of Custodian.

Article VIII

1. **Account Owner Representations and Agreements.**
 - (a) *Client Representation and Warranties.* I am a natural person of legal age with the ability to enter into this Agreement. The information I have provided to Edward Jones in connection with this account is current, accurate, truthful and complete. Unless I have notified Edward Jones to the contrary, I am not an employee of: (1) the Financial Industry Regulatory Authority, Inc. ("FINRA"); (2) any stock exchange; (3) any member firm of any exchange; (4) a bank; (5) a trust company; or (6) any member firm of FINRA. If I become so employed, I agree to notify Edward Jones of that employment promptly after becoming so employed.
 - (b) *Identity Verification.* I understand that federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In connection with opening my account, I have supplied Edward Jones with truthful information to allow Edward Jones to identify me and will supply additional information reasonably requested by Edward Jones. I authorize Edward Jones to obtain consumer credit reports and other information as necessary, to determine whether to establish my account or, after the account is opened, whether to maintain that account or decline, restrict or discontinue certain services. Edward Jones will, upon written request made by me within a reasonable time, furnish the names and addresses of any of the consumer credit reporting agencies from which Edward Jones obtained any consumer credit reports.
 - (c) *Beneficial Owner and Authority to Act.* No persons other than those I have identified to Edward Jones in connection

with the opening of this account have an interest in my account. No persons other than those signing this Agreement are authorized to act on behalf of this account unless a separate trading authorization or power of attorney has been provided to and accepted by Edward Jones. I will not assign or otherwise encumber assets held in this account as security for any obligation.

2. **Contributions, Rollovers, Transfers, and Conversions.** Edward Jones may accept contributions from my Employer for any taxable year in amounts and at such time as may be permitted by the Code and Regulations. I may make rollovers and transfers to my account in amounts and at such time as may be permitted by the Code and Regulations. My Employer or I, as applicable, shall designate whether each such deposit is a contribution, rollover, or transfer, and Edward Jones shall have no responsibility for whether such designation is correct or permissible. Edward Jones reserves the right to refuse any contribution, rollover, transfer, or conversion. I am responsible for the determination of any excess contributions and the timely withdrawal thereof. The last day to make annual IRA contributions for a particular tax year is the date set forth in my Employer's SIMPLE IRA Plan, or such later date as may be determined by the Department of Treasury or the Internal Revenue Service for the taxable year for which the contribution relates. My Employer shall designate, in a form and manner acceptable to Edward Jones, the taxable year for which such contribution is made. All contributions will be recorded as current year contributions unless my Employer or I provide timely notice to Edward Jones to the contrary. Edward Jones may terminate contributions for any reason, including if Edward Jones is notified of my death. When the cumulative amount of contributions exceeds the IRS maximum allowable contribution limits for a given year, Edward Jones will have no obligation to accept further contributions for the year. Recurring contributions that exceed such limit will be reinstated automatically the following calendar year.
3. **Investments.** Investments shall be limited to those obtainable through Edward Jones in its regular course of business and are subject to such limits as Edward Jones may establish from time to time. Investments must be registered and held in the account in the form and manner required by Edward Jones. Edward Jones shall execute transactions and shall be paid for such services from my account. Unless I have entered into an Edward Jones investment advisory agreement, Edward Jones shall have no obligation or discretion to direct the investment of my account and is merely authorized to acquire and hold the particular investments specified by me. Edward Jones shall not question any such directions, review any securities or other property held in my account, or render advice to me with respect to the investment, retention, or disposition of any assets held in my account. Unless I have entered into an Edward Jones investment advisory agreement, Edward Jones will not act as investment adviser to me. Consistent with my direction, all uninvested cash in my account may be, but need not be, held in an Edward Jones interest-bearing account or automatically transferred into a money market mutual fund or other similar arrangements. Edward Jones may change these cash options at any time. Edward Jones may utilize for this purpose the Edward Jones Money Market Fund and/or the Edward Jones Tax-Free Money Market Fund (either referred to as the "Fund"). If I invest in the Fund, my participation in the Fund is subject to the terms and conditions set forth in the applicable Fund prospectus, which is available from my financial advisor or on Edward Jones' website at www.edwardjones.com/disclosures. If I have not given other directions to Edward Jones, I hereby elect and authorize Edward Jones, acting as my agent, to deposit and hold some or all of my uninvested cash in Customer Reserve Accounts. If Edward Jones holds uninvested cash in Customer Reserve Accounts on my behalf, certain terms and conditions apply, which are available from my financial advisor or on Edward Jones' website at www.edwardjones.com/disclosures.

4. Designation of Beneficiaries.

- (a) *Designation of Beneficiary(ies)*. I may designate one or more beneficiaries of my IRA. Beneficiaries must be designated by me in a writing that is received by and acceptable to Edward Jones. Any beneficiary designation accepted by Edward Jones will be effective as of the date executed by me. Edward Jones may declare any beneficiary designation not received by Edward Jones during my lifetime to be void. If any designated beneficiary dies within 120 hours of my death, such beneficiary shall not be considered to have survived me. In addition, if a beneficiary does not claim such beneficiary's interest in my account by September 30 of the year following my death, then Edward Jones may treat such beneficiary as failing to survive me.

After my death, Edward Jones shall, in its sole discretion, determine the method for transferring or otherwise administering all assets in my account or payments (e.g., dividends) received into my account. Edward Jones shall have no liability to any beneficiary for any loss of or fluctuation in the value of assets held in my account.

- (b) *Beneficiary Not Designated*. If I have no designated beneficiaries, or no beneficiaries survive me, then my beneficiaries shall be deemed to be designated in the following order and priority: (1) my surviving spouse; or if none, then (2) my descendants, per stirpes, as defined under the laws of the State of Missouri, or if none, then (3) my estate.
- (c) *Death of Beneficiary*. If a beneficiary survives me, but dies before receiving his or her entire interest in my account, his or her remaining interest in my account shall be paid to any successor beneficiaries designated by the deceased beneficiary in a writing received by and acceptable to Edward Jones. If the deceased beneficiary has no designated successor beneficiaries, or no successor beneficiaries survive the deceased beneficiary, then Edward Jones shall distribute the deceased beneficiary's interest in my account in the following order and priority: (1) the deceased beneficiary's surviving spouse; or if none, then (2) the deceased beneficiary's descendants, per stirpes, as defined under the laws of the State of Missouri; or if none, then (3) the deceased beneficiary's estate. If any successor beneficiary dies within 120 hours of the death of a designated beneficiary, such successor beneficiary shall not be considered to have survived the designated beneficiary.

5. Distributions.

- (a) *Form of Distributions*. Distributions may be made in cash or, if permitted under policies and procedures established by Edward Jones, in kind. Subject to the provisions of Article IV, Edward Jones shall make distributions from my account at such time, in such manner and in such amounts as shall be requested by me (or, in the event of my death, any designated or successor beneficiary). Any such request may be verbal or in writing on a form acceptable to Edward Jones, shall designate the assets to be sold to provide for the distribution, and shall be followed or accompanied by such documentation as shall be requested by Edward Jones. I shall be solely responsible to pay all taxes and penalties that may become due as a result of any such distribution. Edward Jones shall not be responsible or be liable for the purpose, timing, sufficiency or propriety of any distribution or for distributions made in reasonable good faith.
- (b) *Withholding*. All distributions shall be subject to applicable withholding, taxes and penalties. Edward Jones may require me or my beneficiaries to provide a withholding election and taxpayer identification number before making any distribution from my account.
- (c) *Required Minimum Distributions (RMDs)*. Edward Jones shall, if requested by me, compute the RMD amount in accordance with Article IV of the Agreement. I shall be responsible for causing the RMD amount to be withdrawn from my account each year.

6. Powers, Duties and Obligations of Edward Jones.

- (a) *Non-discretionary Broker-dealer Services*. Unless I have executed an Edward Jones investment advisory agreement in connection with this account, I am opening with Edward Jones a non-discretionary account for broker-dealer services. Edward Jones will provide execution and custody services for certain securities and financial investments as well as securities research and market advice incidental to such services. These services will be limited to those offered by Edward Jones in its regular course of business and subject to such limits as Edward Jones may establish from time to time for Depositor's accounts. My Edward Jones financial advisor may utilize a professional designation. I understand that Edward Jones is not affiliated with any of the sponsoring firms of such professional designations and that the use of attainment by my financial advisor of a particular professional designation in no way implies that either Edward Jones or my financial advisor provides financial planning services or investment advisory services for my account.
- (b) *Instructions on Account Transactions*. I acknowledge that Edward Jones does not generally accept trade instructions sent via electronic mail, text message or any other electronic medium, or provided as a recording such as voice mail, and agree not to give instructions in this manner. I agree Edward Jones may at any time, in its sole and absolute discretion, restrict trading, disbursements, deposits, or transfers or refuse to take an action in my account.
- (c) *Use of Electronic Systems and Third-party Data*. Use of any electronic systems to access my account information is at my sole risk. Neither Edward Jones, nor its vendors providing data, information or other services, including but not limited to any exchange (collectively, "Service Providers"), warrant that the service will be uninterrupted, error free, or free from viruses or other harmful effects. Edward Jones does not make any warranty as to the accuracy of information obtained from any of these systems. Edward Jones will not be liable in any way to me or to any other person for any loss or damage arising from failure, inaccuracy, error, or delay in transmission or delivery or omission of any data, information or message; or non-performance, interruption in data due to neglect or omission by it or any Service Provider or any "Force Majeure" event, as defined below. Edward Jones will from time to time provide me with market data as well as periodic valuations of securities and/or other financial investments held in my account. Such data is obtained from third-party Service Providers Edward Jones has selected. I understand and agree that Edward Jones has no liability to me for errors, delay, omissions in or interruption of such data.
- (d) *Proxies*. Unless instructed otherwise by me in writing, Edward Jones shall deliver to me all prospectuses and proxies that may come into Edward Jones' possession by reason of its holding of securities in my account in accordance with the standards of the Securities and Exchange Commission and FINRA.
- (e) *Records and Reports*. Edward Jones shall furnish me with periodic brokerage statements, with an annual report prepared in accordance with the requirements of the Code, and with such information concerning required distributions as is prescribed by the IRS. Unless I file with Edward Jones a written statement of exceptions or objections to any report, record or information within 10 days after notice of the report, record or information, I shall be deemed to have approved such report, record or information, and Edward Jones shall be released from all liability to anyone (including my spouse or any beneficiary) with respect to all matters set forth in the report, record or information as though the report, record or information had been settled by judgment or decree of a court of competent jurisdiction. No person other than me may require an accounting.

- (f) *Right to Request Judicial Assistance.* Edward Jones shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise, or for instructions. The only necessary party defendant to any such action shall be me, but Edward Jones may join any other person or persons as a party defendant. The cost, including attorneys' fees, of any such proceeding shall be charged as an administrative expense under Article VIII, Section 7, of this Agreement. Any request by Edward Jones for judicial assistance shall not be considered a waiver of Edward Jones' right to arbitrate, as set forth in Article VIII, Section 16, of this Agreement.
- (g) *Scope of Custodian's Duties.* It is my obligation to ensure that any transactions effected by me comply with all applicable laws and regulations. Edward Jones shall have no duty to question, investigate or ascertain whether contributions, transfers, rollovers, distributions or any other account activity comply with the Code or whether the duties of those directing the activity have been satisfied. Edward Jones shall not have any duty to question my directions regarding the purchase, reinvestment, diversification, retention or sale of assets credited to my account.
- (h) *Scope of Custodian's Liability.* Edward Jones shall not be liable for any loss of any kind which may result from any action taken by Edward Jones in accordance with my directions or from any failure to act because of the absence of any such directions or resulting from my control (whether by action or inaction) over my account. Edward Jones shall not be liable for any taxes (or interest thereon) or penalties incurred by me in connection with my account or in connection with any transaction of my account. Edward Jones is entitled to act upon any instrument, certificate or form it believes is genuine and believes is executed or presented by the proper person or persons, and Edward Jones need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. I agree Edward Jones is not liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones (each a "Force Majeure" event). I shall indemnify and hold harmless Edward Jones from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of Edward Jones.
7. Fees, Expenses and Taxes.
- (a) *Fees of Edward Jones.* I authorize Edward Jones to retain payment from my account for its services as Custodian, in accordance with its Schedule of Fees for IRAs as published from time to time and as in effect at the time such compensation becomes payable. Edward Jones' Schedule of Fees for IRAs and information concerning additional compensation Edward Jones may receive in connection with my account can be found on Edward Jones' website at www.edwardjones.com/disclosures.
- (b) *Expenses and Taxes.* All expenses incurred by Edward Jones in connection with the establishment and maintenance of my account and its duties under this Agreement, including fees for brokerage services, the fees of attorneys and other persons providing services with respect to my account, and all taxes and penalties of any kind imposed, levied or assessed with respect to my account or the assets or income thereof shall be paid from my account, unless otherwise paid by me in accordance with policies and procedures established by Edward Jones, as the same may be changed from time to time.
- (c) *Liquidation of Assets.* If I fail to pay any administrative fee, expense, or tax provided under this Agreement within a reasonable time after demand for such payment has been made by Edward Jones, or if my account does not contain adequate cash to cover such items or cover the cost of investment purchases or brokerage fees provided under this Agreement, Edward Jones may liquidate without notice such of the assets of my account as it deems appropriate for this purpose. If the liquidation of all assets in my account is not sufficient, Edward Jones shall charge me for such excess amounts.
8. *Notices, Disclosures and Communications.* Any notices, disclosures or communications required under this Agreement may be (a) mailed, first class, to me or any beneficiary at the last address set forth in Edward Jones' records, and to Edward Jones at its principal place of business; (b) delivered by email to me or any beneficiary at the last email address set forth in Edward Jones' records; (c) sent by text message to me at the last phone number set forth in Edward Jones' records; (d) personally delivered to me or any beneficiary; or (e) posted on Edward Jones' public website and/or such website where Edward Jones provides me information, if allowed by applicable law. Any such notice mailed (i) to me or any beneficiary shall be effective when mailed, and (ii) to Edward Jones shall be effective when actually received. Notice sent by email or text message is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to Edward Jones' website is effective on the date posted. Edward Jones may, in its sole discretion and to the extent permitted by applicable law, including but not limited to the Code and Regulations, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of Edward Jones that apply to my account. These disclosures and policies are subject to change without notice to me at any time and can be obtained from my financial advisor or at www.edwardjones.com/disclosures.
9. *Termination.* This Agreement may be terminated by me at any time by notice to Edward Jones with accompanying instructions regarding distribution of my account. Distribution of my account or transfer of the assets in my account to another custodian shall be in accordance with this Agreement as soon as administratively practicable following receipt of such notice. Edward Jones may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to this account from such distribution or transfer. This Agreement shall terminate upon complete withdrawal or transfer of the assets of my account or upon resignation of Edward Jones.
10. *Resignation.* Edward Jones may resign for any reason by giving notice to me thirty (30) calendar days in advance. Upon receipt of such notice, I shall appoint a successor trustee or custodian and shall notify Edward Jones in writing of such appointment. Edward Jones shall transfer the balance of my account as soon as administratively practicable following receipt of such notice. If I fail to appoint a successor trustee or custodian within thirty (30) calendar days after the date Edward Jones gives notice of its resignation, Edward Jones may transfer the balance of my account to a successor trustee or custodian which it chooses, or distribute such balance to me in kind or may liquidate all or a portion of the assets and distribute in cash or in kind. Edward Jones may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to my account from such transfer or distribution. Edward Jones shall not be liable for any actions or failures to act neither on the part of any successor trustee or custodian, nor for any tax consequences I may incur as a result of such transfer or distribution.
11. *Successor or Substitute Custodian.* If Edward Jones merges with, purchases or is purchased by another organization, such organization shall automatically become custodian of the IRA established pursuant to this Agreement, but only if such organization is authorized under applicable law to be custodian of an IRA. No successor trustee or custodian shall have any obligation or liability for the acts or omissions of its predecessors. If the Commissioner of the IRS notifies that a substitute custodian must be appointed, then I shall appoint a substitute custodian.
12. *Amendments.* Edward Jones may amend this Agreement in

any respect at any time (including retroactively), so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as Edward Jones deems advisable. Unless I object to such amendment(s) by sending written notice to Edward Jones in a form and manner acceptable to Edward Jones within thirty (30) calendar days from the date I am sent notification of such amendment(s), I shall be deemed to consent to any such amendment(s).

13. Additional Agreement Provisions.

- (a) *Prohibited Transactions.* I, my spouse, and any beneficiary may not assign my account, or use it, or any portion of it, as security for a loan or borrow from my account. Neither Edward Jones nor I or any other person or institution shall engage in any prohibited transaction, within the meaning of Section 4975 of the Code, with respect to my account.
- (b) *Prohibition against Assignment of Benefits.* Except to the extent otherwise required by law, none of the benefits, payments or proceeds held in my account on my behalf or on behalf of my spouse or any beneficiaries shall be subject to the claims of any of my creditors or creditors of my spouse or any beneficiary, nor shall I, my spouse, or any beneficiary anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which he or she is or may be entitled under the Agreement.
- (c) *IRS Model Form.* This Form 5305-SA is a model Custodial Agreement that meets the requirements of Sections 408(a) and 408(p) of the Code and has been automatically preapproved by the IRS. A SIMPLE IRA is established after the Individual Retirement Account Authorization Form is fully executed by me and entered in the records of Edward Jones Custodian and must be completed prior to the first date any contribution is required to be made to this SIMPLE IRA pursuant to my Employer's SIMPLE IRA Plan. This account must be created in the United States for the exclusive benefit of me or my beneficiaries.
- (d) *Minor Accounts.* A parent or legal guardian may execute the Individual Retirement Account Authorization Form on behalf of a minor. In the event this IRA is established for a minor, the parent or legal guardian is authorized, on behalf of such minor, to take whatever actions are afforded under the terms of this Agreement, other than designating any beneficiaries. Edward Jones has no obligation or duty to investigate, review, or question the action of the parent or legal guardian. The parent or legal guardian, by establishing this IRA on behalf of a minor, agrees to indemnify and hold harmless Edward Jones and its affiliates from any losses, claims or damages, including court costs and reasonable attorney fees incurred by Edward Jones or its affiliates, as a result of or in connection with establishing or maintaining this IRA in the name of the minor.
- (e) *Indemnification.* I agree to indemnify and hold Edward Jones harmless from any causes of action, claims, expenses, or liabilities that might be asserted by me or any third party against Edward Jones by reason of my actions or omissions related to this Agreement.
- (f) *Binding Effect, Death, Incompetence, Disability, Succession.* This Agreement supersedes any prior agreement of the parties and its terms shall be binding upon my heirs, beneficiaries, personal representatives, agents, estate, executors, successors, administrators, assigns, trustees and conservators ("Successors") as to all matters involving my account with Edward Jones, including but not limited to the terms relating to arbitration. I agree that in the event of my death, incompetency, or disability, I and/or my Successors shall hold Edward Jones harmless from any and all liability Edward Jones may incur for continuing to operate as though I was alive and competent until Edward Jones is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency, or disability, Edward Jones may liquidate, restrict or terminate services to my account without prior notice to or demand upon my Successors.

(g) *Edward Jones' Conduct Not to Constitute Waiver.* Edward Jones' failure to insist at any time upon strict compliance with this Agreement or with any of its terms or any continuing course of such conduct on Edward Jones' part shall not constitute or be considered a waiver by Edward Jones of any of its rights hereunder.

(h) *Severability.* If any provision of this Agreement is or becomes invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any other provision of this Agreement.

14. *Governing Law.* Except to the extent preempted by federal law, this Agreement, its validity, effect, construction, administration and application, and the parties' respective rights and duties, shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflict of laws provisions. Any property rights created or associated with any account that is established under this Agreement, including rights of spouses, as well as the rights of their legal and personal representatives, heirs, distributees and successors, shall be governed by the laws of the State of Missouri, regardless of any party's residency or domicile and without regard to the community property laws of any state.

15. Grouping Accounts.

- (a) *Grouping my Account for Planning Purposes.* I may direct Edward Jones to group my account with accounts owned by me or others for planning purposes, and in so doing hereby consent to information about me and my account being shared with and accessible by each owner and authorized party of the grouped accounts. If I have previously grouped accounts for planning purposes, my account shall be added unless I direct Edward Jones otherwise.
- (b) *Delivery of Account Related Documents.* For delivery purposes, I may direct Edward Jones to group my account with other accounts that share my address of record, and in so doing hereby consent to my account documents being included with materials of other accounts and mailed to that address. If I have previously grouped accounts for delivery purposes, my account shall be added unless I direct Edward Jones otherwise. Edward Jones maintains the right to send my account documents directly to me. I can remove my account from a planning or delivery grouping at any time by notifying Edward Jones.

16. Arbitration Agreement.

(a) THIS AGREEMENT CONTAINS A BINDING, PRE-DISPUTE ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES. By signing the Agreement, I agree as follows:

- 1. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- 2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- 3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- 4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
- 5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- 6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.**
- 7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

Any controversy arising out of or relating to any of my account(s) from its inception, business, transactions or relationships I have now, had in the past or may in the future have with Edward Jones, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Agreement, or to the breach thereof, or transactions or accounts maintained by me with any of Edward Jones' predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(b) **Class Actions.** No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

SIMPLE Individual Retirement Account Disclosure Statement

This Disclosure Statement contains important information about a savings incentive match plan for employees of small employers Individual Retirement Accounts ("SIMPLE IRA") under Sections 408(a) and 408(p) of the Internal Revenue Code ("Code") and applicable regulations. You should read this Disclosure Statement, as well as the Custodial Agreement, to make certain that you fully understand the rules and tax consequences applicable to SIMPLE IRAs.

The Custodian of your IRA is Edward D. Jones & Co., L.P., a registered broker-dealer doing business as Edward Jones. Edward Jones is wholly owned by The Jones Financial Companies, L.L.L.P.

The provisions of this Disclosure Statement are subject to change. Neither the Custodian nor its affiliates or agents provide tax or legal advice. You should seek tax or legal advice for any and all matters regarding your SIMPLE IRA, with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

A. Your Right to Revoke Your SIMPLE IRA.

If Custodian does not provide you the Custodial Agreement and the Disclosure Statement at least seven (7) days prior to the earlier of (1) the establishment of the account (by you signing the applicable Edward Jones Individual Retirement Account Authorization Form) or (2) purchase of the account (through any deposit, contribution, transfer, rollover, payment of fee or any other account activity), then you may revoke the account by providing a written notice to Custodian. Your notice to revoke must be in writing and mailed by you not more than seven (7) days after the earlier of the establishment of the account or purchase of the account to:

Edward Jones
 12555 Manchester Road
 St. Louis, MO 63131
 Telephone: 800-441-2357

Custodian shall not be obligated to make any investments during the period you have the right to revoke. If you mail the notice of revocation, it will be treated as received as of the postmark date if it is properly addressed and deposited either in the United States mail, first class postage prepaid, or with an IRS approved overnight service.

If any material adverse change is made in this Disclosure Statement or to the Custodial Agreement within the seven (7) day period described above, Custodian will notify you and your right to revoke the account will be extended until seven (7) days after the date you receive the notice.

If you revoke the account as described above, Custodian will return to you the entire amount of your contribution without adjustment for such items as sales commissions or administrative expenses. Consideration paid by you in the form of cash will be returned to you in the same value of cash. Consideration paid by you in the form of securities or other assets will be returned to you in the same form and number of units as you contributed (after taking into account any change due to stock splits, corporate mergers, or other activity which may impact the share amount) regardless of value, less any amount withdrawn. Custodian will report the contribution and distribution to the IRS.

B. Requirements for SIMPLE IRAs.

SIMPLE IRAs are subject to the following requirements under the Code and Regulations:

1. *Contributions.* The only contributions which may be made to your SIMPLE IRA are employee elective deferrals and Employer contributions which are described in your Employer's SIMPLE IRA Plan.

(a) *Contribution Limits.* The amount you may contribute to a SIMPLE IRA cannot exceed the lesser of 100% of your compensation or that year's limit on elective deferral contributions. If you are age 50 at any time during the year, you also may make an additional catch-up elective deferral contributions to a SIMPLE IRA. Employees who defer salary into other employer retirement plans (such as 401(k), 403(b), 457, etc.) during the same calendar year are subject to a maximum deferral limit. Your Employer may only make matching or nonelective contributions to your SIMPLE IRA as allowed by Code Section 408(p) and the terms of your Employer's SIMPLE IRA Plan. See Appendix A, Salary Deferral Contribution Limits for SIMPLE IRAs.

(b) *Compensation.* Compensation generally includes wages, salaries, professional fees, commissions, bonuses, tips, earned income from self-employment and other amounts received for personal services, and certain nontaxable combat pay. Compensation also generally includes amounts received under a divorce decree or separation agreement, such as alimony or separate maintenance payments. Compensation does not include earnings and profits from property, such as interest, dividends, capital gains and rents, or pensions, annuities or deferred compensation or any amount excluded from gross income.

(c) *Deadline.* Generally, any elective deferral amount must be contributed to your SIMPLE IRA by your Employer no later than 30 days after the end of the month in which the elective deferral amount is withheld from your salary, and any Employer contributions to your SIMPLE IRA must be made no later than the due date for filing the Employer's tax return, including extensions, for the taxable year that includes the last day of the calendar year for which the contributions are made. Please consult your Employer's SIMPLE IRA Plan and IRS Publication 560 for more information.

(d) *Cash Contributions.* Contributions to a SIMPLE IRA must be made in cash by check, money order or electronic funds transfer, except in the case of a rollover contribution.

2. *Custodian.* The custodian of any IRA must be a bank, savings and loan association, insured credit union or another entity approved by the Secretary of the Treasury. The custodian of this IRA is Edward Jones.

3. *Life Insurance.* No portion of any IRA may be invested in life insurance contracts.

4. *Nonforfeitable.* Your interest in your IRA is nonforfeitable.

5. *Commingling Assets.* The assets of any IRA may not be commingled with other property except in a common trust fund or common investment fund.

6. *Collectibles.* You may not invest the assets of any IRA in collectibles within the meaning of Code Section 408(m). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or any other tangible personal property specified by the IRS. Coins issued by states and certain U.S. gold, silver and platinum coins are permissible investments in an IRA. Gold, silver, platinum and palladium bullion of a specified fineness (as described in Code Section 408(m)(3)) also are permissible investments. Failure to satisfy this requirement would result in an amount equal to the cost of the collectible being treated as a distribution from your IRA.

7. *Distributions - In General.* Distributions from the IRA will be made in cash or in kind upon your request in a form and manner, including verbal instruction, acceptable to the Custodian. However, the Custodian may make a distribution from the IRA without instruction if directed to do so by a levy or court order, or if the Custodian resigns.

(a) **Required Minimum Distributions (RMDs).** You are required to take minimum distributions from your SIMPLE IRA beginning as of a certain date and at certain times in accordance with Treasury Regulations. You may calculate your RMD amount or you may request, in such manner as the Custodian may require, that the Custodian calculate the RMD amount. You (and after your death your beneficiary) are responsible for ensuring that RMDs are made timely and are in amounts which satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related Treasury Regulations. The Custodian will not make any distributions from your SIMPLE IRA (including RMDs) unless requested to do so, in such manner as it may require, by you (or your beneficiary after your death). The following is a brief summary of the SIMPLE IRA RMD rules:

- (i) **Distributions before Death.** You are required to take a minimum distribution from your SIMPLE IRA for the year in which you reach age 70½ and for each year thereafter. You must receive your first distribution by your "Required Beginning Date," which is April 1 of the calendar year following the calendar year in which you reach age 70½. The minimum distribution for any tax year is equal to the amount obtained by dividing the balance of your SIMPLE IRA at the end of the previous year by the applicable factor. The applicable factor is generally obtained from a uniform lifetime table set forth in Treasury Regulations Section 1.401(a)(9)-9. This table is based on the assumption that you have a beneficiary who is exactly 10 years younger than you, regardless of whether you have named a beneficiary or, if you have, regardless of your beneficiary's age. However, if you are married and your spouse is more than 10 years younger than you, then for any year in which your spouse is your sole beneficiary, the applicable factor is determined under a joint and last survivor table that also is set forth in Treasury Regulations Section 1.401(a)(9)-9. The uniform lifetime table and the joint and last survivor table are published in IRS Publication 590. If you have more than one traditional, SIMPLE or SEP IRA, the minimum distribution must be calculated separately for each IRA, but the minimum distribution may be made from any one or more of your IRAs. If you do not request a payment from your SIMPLE IRA by April 1 of the calendar year following the calendar year in which you reach age 70½, the Custodian will not issue any distribution from your SIMPLE IRA.
- (ii) **Death on or after Required Beginning Date.** If you die on or after your Required Beginning Date and have a designated beneficiary, the remaining balance of your SIMPLE IRA must be distributed to your designated beneficiary over the longer of (i) the remaining life expectancy of your designated beneficiary, as determined in the year following the year of your death and reduced by one in each subsequent year (or, if your spouse is your sole designated beneficiary, as redetermined in each subsequent year up through the year of your spouse's death), or (ii) your remaining life expectancy, as determined in the year of your death and reduced by one in each subsequent year. Your designated beneficiary is any individual who is designated as a beneficiary under the terms of the IRA on the date of your death and remains a beneficiary on September 30 in the year following the year of your death. If you name a qualified trust described in Treasury Regulations 1.401(a)(9)-4 as your beneficiary, the beneficiaries of the qualified trust, and not the trust itself, may be treated as designated beneficiaries and the life expectancy of the

oldest beneficiary is used to determine your RMD. If any beneficiary named by you or otherwise determined under the terms of your SIMPLE IRA is not an individual or a qualified trust, such as your estate, you will be treated as having no designated beneficiary. If you do not have a designated beneficiary, the remaining balance of your SIMPLE IRA must be distributed over a period no longer than your remaining life expectancy, as determined in the year of your death and reduced by one for each subsequent year.

- (iii) **Death before Required Beginning Date.** If you die before your Required Beginning Date, the balance of your SIMPLE IRA will, at the election of your designated beneficiary, be distributed either (i) by December 31 of the year containing the fifth anniversary of your death, or (ii) over the remaining life expectancy of your designated beneficiary, as determined in the year following the year of your death and reduced by one in each subsequent year (or, if your spouse is your sole designated beneficiary, as redetermined in each subsequent year up through the year of your spouse's death). Your designated beneficiary must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be made in accordance with option (ii) if your designated beneficiary is your surviving spouse, and in accordance with option (i) if your designated beneficiary is not your surviving spouse. In the case of distributions under option (ii), distributions must begin no later than December 31 of the year following the year of your death. If your spouse is the sole designated beneficiary, distributions need not begin until December 31 of the year in which you would have reached age 70½, if later. If any beneficiary named by you or otherwise determined under the terms of your SIMPLE IRA is not an individual or a qualified trust described in Treasury Regulations 1.401(a)(9)-4, such as your estate, you will be treated as having no designated beneficiary. If you do not have a designated beneficiary, the balance of your SIMPLE IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

C. Income Tax Consequences of SIMPLE IRAs.

- Income Tax Consequences - Elective Deferrals and Employer Contributions.** Contributions made by your Employer to your SIMPLE IRA and elective deferrals made to your SIMPLE IRA are generally not subject to income tax. The amount of your elective deferral and Employer contribution to your SIMPLE IRA is based on the terms of your Employer's SIMPLE IRA Plan.
- Tax Credit.** You may be eligible for a nonrefundable tax credit of up to \$1,000 for your SIMPLE IRA contributions. To receive this credit, you must be at least age 18, and you must not be either a dependent of another taxpayer or a full-time student. The credit is based upon your adjusted gross income (including foreign earned income and income from American Samoa and Puerto Rico), and will range from 0% to 50% of your IRA contributions (reduced by certain distributions from your traditional, SIMPLE, and Roth IRAs or from certain Employer-sponsored Retirement Plans) that do not exceed \$2,000. (See Appendix A, Saver's Tax Credit, for applicable limits.)
- Tax-deferred Earnings.** The investment earnings of your SIMPLE IRA are generally not subject to federal income taxation until distributions are made (or, in certain instances, when distributions are deemed to be made). However, if your SIMPLE IRA investment generated unrelated business taxable income, it may be required to file Form 990-T with the IRS and pay federal and possibly state and local tax on such income.
- Taxation of Distributions.** Any distribution from your SIMPLE IRA will generally be fully included in income.

5. **Withholding.** The distributions you receive from your SIMPLE IRA are subject to federal income tax withholding unless you elect not to have withholding apply. Withholding will apply to the entire distribution unless you elect otherwise. You may elect not to have withholding apply (or elect that a specific percentage of withholding apply) to your distribution payments by signing and dating the appropriate form and returning it to the Custodian. Your election will remain in effect until you change or revoke it by returning another signed and dated form. If you do not return the form by the date your distributions are scheduled to begin, federal income tax will be withheld. If you elect not to have withholding apply to your distributions, or if you do not have enough federal income tax withheld from your distribution(s), you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

The election to be exempt from income tax withholding does not apply to any periodic payment or nonperiodic distribution that is delivered outside the U.S. or its possessions to a U.S. citizen or resident alien. For more information, please see Publication 505, Tax Withholding and Estimated Tax, available at www.irs.gov.

State withholding, if applicable, will be subject to the state's withholding requirements.

D. Special Rules Applicable to Rollover Contributions and Transfers.

1. **Transfers.** A transfer is a movement of assets between like retirement plans. A direct transfer of funds in your SIMPLE IRA from one trustee/custodian to another trustee/custodian is not a rollover. Because there is no distribution to you, the transfer is tax free. You may make unlimited transfers between IRAs within the same 12-month period.
2. **Rollovers.** Rollover is a term used to describe the federal income tax-free movement of cash or other property to your IRA from any of your other IRAs or from your Employer Retirement Plan. Your IRA balance may be rolled over to another IRA of yours, or your IRA may receive rollover contributions from other IRAs or from your Employer Retirement Plan (including qualified plans, tax-sheltered annuities or Section 457(b) governmental plans), provided that the rollover satisfies all of the applicable rollover rules.

Rollover transactions often are complex. *If you have any questions about whether you are eligible to make a rollover contribution to your IRA, you may contact your Employer, the IRS or your tax advisor.* The general rollover rules are as follows:

 - (a) **SIMPLE IRA to SIMPLE IRA Rollovers.** Funds distributed from your SIMPLE IRA may be rolled over to the same or another of your SIMPLE IRAs if the requirements of Code Section 408(d)(3) are met. A proper SIMPLE IRA to SIMPLE IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control. You must not have completed another SIMPLE IRA to SIMPLE IRA rollover from the distributing IRA during the past 12 months immediately before the date on which you receive the distribution. Also, you may rollover the same dollars or assets only once every 12 months. However, direct transfers from an IRA custodian to another IRA custodian are not subject to this limitation. If the distribution from your SIMPLE IRA is for a qualified first-time home purchase of a principal residence, and such purchase does not occur, the 60-day rollover period described above is increased to 120 days and the 12-month rule described above does not apply.
 - (b) **SIMPLE IRA to Traditional IRA Rollovers.** Funds distributed from your SIMPLE IRA may be rolled over to your traditional IRA, provided two years have passed since you first participated in the SIMPLE IRA Plan sponsored by your Employer and the requirements of Code Section 408(d)(3) are met. A proper SIMPLE IRA to traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control. You must not have completed another SIMPLE IRA to traditional IRA rollover or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the past 12 months immediately before the date on which you receive the distribution. Also, you may rollover the same dollars or assets only once every 12 months.
 - (c) **Employer Retirement Plan to SIMPLE IRA Rollovers.** You may not rollover, directly or indirectly, any distribution from an Employer Retirement Plan to a SIMPLE IRA.
 - (d) **SIMPLE IRA to Employer Retirement Plans.** You may rollover an Eligible Rollover Distribution from your SIMPLE IRA to an Employer Retirement Plan which accepts rollovers. For this purpose, an Eligible Rollover Distribution is any taxable distribution from a SIMPLE IRA that is not an RMD. To qualify as a rollover, you must rollover the Eligible Rollover Distribution to the Employer Retirement Plan no later than 60 days after you receive it, provided that two years have passed since you first participated in a SIMPLE IRA Plan sponsored by your Employer. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control.
 - (e) **Conversion of SIMPLE IRA to Roth IRA.** You may be eligible to rollover (i.e., convert) all or any portion of your existing SIMPLE IRAs into your Roth IRAs, provided two years have passed since you first participated in the SIMPLE IRA Plan sponsored by your Employer. However, if you are age 70½ or older, you must receive your RMD for that year prior to converting your SIMPLE IRA. The amount of the rollover from your SIMPLE IRA to your Roth IRA is treated as a distribution for federal income tax purposes and is generally includible in your gross income. Although the rollover amount generally is included in gross income, the 10% early distribution penalty does not apply to rollovers from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% penalty. To qualify as a rollover, you must rollover the distribution from your SIMPLE IRA to your Roth IRA within 60 days after you receive it. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or events beyond your reasonable control. Alternatively, you may arrange for a trustee-to-trustee transfer. If you wish to make a Roth IRA conversion for a particular year, you must complete the conversion by December 31 of that year, even if the 60-day period would end after December 31. Beginning in 2010, you will be able to make conversions even if your MAGI exceeds \$100,000, and even if you are married and file a separate tax return. Conversions made in 2010 will be included in your income ratably in 2011 and 2012 unless you elect to recognize the income in full in 2010.
 - (f) **No Rollover of Required Minimum Distributions.** You cannot rollover to your IRA any RMDs which you receive from your IRA or your Employer-sponsored Retirement Plan.
 - (g) **NAV Rollover Policy.** In certain instances some mutual fund companies may allow retirement plan assets that had been invested in their mutual funds to be moved into an IRA and the money reinvested into their mutual funds as Net Asset Value (NAV) reinstatements without new sales charges.

These options will vary by mutual fund company and may require you to rollover the assets into an IRA held at the mutual fund company in order to receive this benefit. If you decide to establish a fund-held IRA account to take advantage of a NAV program, Edward Jones will not be the broker-dealer of record on the account. After your retirement assets are invested in the IRA account under the NAV program at the fund company, you can decide to transfer your mutual fund holdings from the account at the fund company to an IRA account at Edward Jones with no commissions being charged.

3. **Recharacterizations.** Employer contributions (including elective deferrals) under your SIMPLE IRA Plan cannot be recharacterized as contributions to another IRA. However, if you have converted from a SIMPLE IRA to a Roth IRA, you may later recharacterize the conversion, along with the net income attributable thereto, to a SIMPLE IRA (including your original SIMPLE IRA). Recharacterization generally involves a trustee-to-trustee transfer of the conversion contribution and income from the Roth IRA to the SIMPLE IRA. Written notice of the recharacterization must be given to the Custodian and any other trustee or custodian involved in the transaction. You may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the 30-day period beginning on the day a recharacterization is transferred to the SIMPLE IRA. The deadline for completing a recharacterization is the deadline for filing your federal income tax return (including extensions) for the tax year for which the conversion was made, and the recharacterization must be reported on that return. You may need to file IRS Form 8606.

E. Federal Tax Penalties.

1. **Early Distribution Penalty.** If you are under age 59½, and you receive a SIMPLE IRA distribution, then a 10% additional tax will apply unless the distribution is made on account of (i) death, (ii) disability, (iii) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, (iv) an IRS levy, (v) payment of unreimbursed medical expenses that exceed 7.5% of your adjusted gross income, (vi) payment of health insurance premiums after being separated from employment and while receiving unemployment compensation under a federal or state program for at least 12 weeks, (vii) certain qualified higher education expenses, (viii) expenses incurred in making a first home purchase (up to lifetime maximum of \$10,000), (ix) a qualifying rollover, or (x) the timely withdrawal of an excess contribution. The additional tax applies only to the portion of a distribution that is includible in gross income. The additional tax is increased from 10% to 25% if the distribution occurs within two years since you first participated in your Employer's SIMPLE IRA Plan.

The IRS may change these penalty exceptions or permit additional penalty exceptions from time to time. You are responsible to file any additional IRS Forms that may be required with your tax return for the year of distribution to claim the exception or to pay the additional 10% (or 25%) penalty. You can refer to your tax professional for a detailed explanation of the exceptions to the 10% (or 25%) penalty to ensure you qualify.

2. **Excess Contribution Penalty.** An excise tax of 6% is imposed upon any excess contribution made to your SIMPLE IRA. This tax applies each year in which an excess remains in your IRA. An excess contribution is the amount of any contribution that exceeds the limit on your IRA contributions for the tax year (excluding permissible rollover and conversion contributions), plus any impermissible rollover or conversion contributions. However, any excess contribution that is withdrawn, together

with the net income attributable thereto, by the due date for filing your federal income tax return (including extensions) for the tax year in which you made the contribution is not treated as an excess contribution, provided the excess contribution is not excludable from your income.

3. **Excess Accumulation Penalty.** As described above, you must receive a minimum distribution from your SIMPLE IRA for the year in which you reach age 70½ and no later than the end of each subsequent year. Your beneficiary also must receive certain minimum distributions from your SIMPLE IRA after your death. An excise tax of 50% is imposed on the amount of any RMD that should have been distributed but was not distributed on time. This excise tax is applied for each year any RMD amount is not distributed.
4. **Penalty Reporting.** You must complete and file a Form 5329 with the IRS to report and pay the federal tax penalties described above or to claim an exemption.

F. Investments.

Your Edward Jones SIMPLE IRA is a self-directed IRA, which means that you direct the investments held in the IRA. Investments are limited to those legally permissible for an IRA and which are obtainable through the Custodian in its regular course of business. You have the responsibility for selecting investments and for monitoring their performance. Investment performance will vary with the investment selected and cannot be projected by and is not guaranteed by Edward Jones. If you have entered into an investment advisory agreement, the investment decisions may be made by the investment advisor pursuant to the investment advisory agreement. In the absence of any investment direction from you or an investment advisor, all uninvested cash held in the Account will be invested in an interest-bearing account, a money market mutual fund or other similar investments. Your self-directed SIMPLE IRA is maintained for your exclusive benefit.

G. Miscellaneous Information.

1. **Qualified Reservist Distributions.** A "qualified reservist distribution" may be made from a SIMPLE IRA to an individual who is ordered or called to active duty after September 11, 2001, and before December 31, 2007, for a period of more than 179 days (or for an indefinite period). The distribution must be made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period. The amount distributed may be re-contributed to the IRA at any time during the two-year period after the end of the active duty. The 10% early distribution penalty does not apply.
2. **Divorce or Separate Maintenance.** If all or any portion of your IRA is awarded to a former spouse or spouse under a decree of divorce or separate maintenance, such portion can be transferred to an IRA of the same type in the receiving spouse's name. There will be no tax implications to you if a written instrument specifically directing the transfer is executed by a court as part of a divorce or legal separation in accordance with Code Section 408(d)(6) and is received and accepted by the Custodian. The Custodian may require other direction from you and your spouse or former spouse.
3. **Prohibited Transactions.** If your IRA is involved in a prohibited transaction, as described in Code Section 4975, your IRA will lose its tax-exempt status and you must include the value of your IRA in your gross income for that taxable year. You also may be subject to excise taxes. Prohibited transactions include the following transactions between you or your beneficiary and your IRA: (i) the sale, exchange or leasing of property; (ii) lending money or otherwise extending credit; (iii) furnishing goods, services or facilities; (iv) the transfer or use of the income or assets of the IRA; (v) dealing with the income or assets of the IRA in your own interest; or (vi) receiving consideration from any party dealing with the IRA in any transaction involving its income or assets. If you are under age 59½, the 10% (or 25%) penalty tax on early distributions will apply.

4. *Pledges.* If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that tax year. If you are under age 59½, the 10% (or 25%) penalty tax on early distributions will apply.
5. *Fees and Expenses.* You agree to pay the fees and other expenses of maintaining and terminating your IRA when due, as determined in accordance with a schedule published from time to time. If you fail to timely pay, the Custodian may deduct any outstanding balance from the IRA, and if insufficient cash is available in the Account, the Custodian may liquidate assets to pay the balance.
6. *Inherited IRAs.* A beneficiary who inherits a SIMPLE IRA cannot make contributions to the inherited IRA. The beneficiary must take RMDs as described in this document for SIMPLE IRAs. A spouse who is the sole beneficiary of a decedent's IRA can elect to treat the IRA as his or her own. In this case, the spouse is not subject to the after-death minimum distribution requirements described in Section B.7. Instead, the spouse is subject to the RMD rules applicable to IRA owners.
7. *IRS Approval.* The Edward Jones SIMPLE IRA Custodial Agreement is the model custodial agreement on Form 5305-SA that satisfies the requirements of Code Sections 408(a) and 408(p) and has been approved by the IRS. IRS approval of this agreement is a determination only about its form, and does not indicate any endorsement of your SIMPLE IRA or of the available investments.
8. *Designation of Beneficiary.* You should designate a beneficiary(ies) to receive the balance of your IRA when you die. Your beneficiary(ies) must be designated on the Edward Jones Individual Retirement Account Authorization Form for your account or other writing acceptable to the Custodian. The assets remaining in your IRA will be distributed upon your death to the beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Custodial Agreement for your IRA. If a beneficiary you designate is not a U.S. citizen or other U.S. person (including a resident alien individual) when you die, distribution options from the IRA and the tax treatment of such distributions may be more restrictive.
9. *Estate and Gift Taxes.* Generally, at your death, the total value of assets in your SIMPLE IRA is included in your gross estate for federal estate tax purposes. However, deductions are allowed if your beneficiary is either your spouse or a charity. Generally, naming a beneficiary to receive payments from your SIMPLE IRA is not considered a gift subject to federal gift tax, even if the designation is irrevocable. This is because the account owner typically retains the right to direct distributions, including rollovers and transfers.
10. *Notification Requirements of Employer.* Your Employer must provide you with specific information related to your SIMPLE IRA and your Employer's SIMPLE IRA Plan. Please reference IRS Publication 560 for more information about your Employer's notification requirements.
11. *Additional Tax Information.* Income tax planning and reporting for IRAs is complex and Edward Jones does not provide tax advice. This document does not contain a complete explanation of all possible tax situations. You should consult with your tax advisor for your individual planning needs and to consider any special income tax reporting.

More information about your SIMPLE IRA can be obtained from any district office of the IRS or from the IRS website at www.irs.gov.

You also may wish to obtain publications from the IRS, including Publication 590, Individual Retirement Arrangements (IRAs) and Publication 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans). IRS forms are available at any district office of the IRS and at www.irs.gov.

For a summary of the basic tax forms that may be required for your SIMPLE IRA, see Appendix A.

12. *Account Protection.* To obtain information about account protection that the Securities Investor Protection Corporation ("SIPC") provides, including an explanatory SIPC brochure, visit www.sipc.org or call 202-371-8300.
13. *Business Continuity.* Edward Jones has a business continuity plan ("BCP") to allow Edward Jones to continue serving clients and provide them with access to their funds and securities in the event of a disaster. If any of Edward Jones' facilities are damaged or otherwise inaccessible as a result of a disaster, Edward Jones associates affected by such event would work from different areas of the same location or from alternate locations controlled by Edward Jones. Edward Jones has data centers in two geographically distinct locales. In the event one data center is damaged in a disaster, Edward Jones would move technological support and processing to the unaffected data center, with an expected short-term interruption in operations. Edward Jones' response to a significant business disruption is dependent upon the response of third parties, and Edward Jones cannot guarantee that a significant business disruption will not impact its operations. In the event of a significant business disruption, you can obtain information about the status of your account(s) and access to your funds and securities by contacting your financial advisor or Edward Jones Client Relations at 800-441-2357. Any updates to the Edward Jones BCP will be posted at www.edwardjones.com/disclosures.

H. Conclusion.

Rates of return, fees and restrictions on contributions, transfers and withdrawals of funds may vary among different IRA custodians and trustees. Every IRA sponsor is required to provide you with a Disclosure Statement, similar to this one, describing the terms of their IRA.

This Edward Jones Disclosure Statement was prepared on the basis of current law and regulations and is believed to be accurate. Edward Jones does not take responsibility for individual tax consequences nor does it undertake the responsibility to inform you of changes in the law or its interpretation.

IRS Notice of Non-bank Custodian Status

This letter from the Internal Revenue Service provides notice to Edward Jones of approval to serve as a non-bank custodian.

Internal Revenue Service

Edward D. Jones & Co.
201 Progress Parkway
Maryland Heights, MO 63043

EIN: 43-0345811

Department of the Treasury

Washington, DC 20224

Person to Contact:
Mr. M. Bayer
Telephone Number:
(202) 566-4300
Refer Reply to:
OP:E:EP:RQ:2:7
Date:

30 MAY 1985

Gentlemen:

You have requested a determination as to whether Edward D. Jones & Co., may act as a passive custodian of Individual Retirement Accounts (IRAs) as provided under section 1.401-12(n) of the Income Tax Regulations.

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

Additionally, section 408(h) of the Code provides that a custodial account shall be treated as a qualified trust if such custodial account would, except for the fact it is not a trust, constitute an IRA under section 408(a) and the custodian is a bank (as defined in section 408(n)) or other person who demonstrates to the satisfaction of the Commissioner that the manner in which such other person will hold the assets will be consistent with the requirements of section 408.

Section 1.401-12(n) of the regulations provides that such a person must file a written application with the Commissioner demonstrating, as set forth in that section, his ability to act as a custodian of IRAs.

Based upon all the representations presented in your application, we have concluded that Edward D. Jones & Co., meets the requirements of section 1.401-12(n) of the regulations and therefore may act as a passive custodian of IRAs.

This letter authorizes Edward D. Jones & Co., to act only as a passive custodian within the meaning of section 1.401-12(n) of the regulations; that is, it is authorized only to acquire and hold particular investments specified by the custodial instrument. It may not act as custodian if under the written custodial agreement it has discretion to direct investments of custodial funds or any other aspects of the business administration of the custodial account.

- 2 -

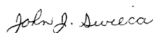
Edward D. Jones & Co.

This letter, while authorizing Edward D. Jones & Co., to act as a custodian within the meaning of section 1.401-12(n)(7) of the regulations, does not authorize it to pool accounts in a common investment fund within the meaning of section 1.401-12(n)(6)(vi) of the regulations. Edward D. Jones & Co., may not act as custodian unless it undertakes to act only under custodial instruments which contain a provision to the effect that the individual is to substitute another custodian upon notification by the Commissioner that such substitution is required because the specified custodian has failed to comply with the requirements of such regulations or is not keeping such records, or making such returns, or rendering such statements, as are required by forms or regulations.

Edward D. Jones & Co., is required to notify the Commissioner of Internal Revenue, Attn: OP:E:EP, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representation made in its application required by section 1.401-12(n) of the regulations. Furthermore, the continued approval of its application is contingent upon its continued satisfaction of the criteria set forth in section 1.401-12(n) of the regulations.

This letter constitutes a determination as to whether Edward D. Jones & Co., may act as custodian under section 408(a)(2) of the Code and does not bear upon its capacity to act as custodian under any other applicable law.

Sincerely yours,



John J. Swieca
Chief, Employee Plans Rulings
and Qualifications Branch

Disclosure Statement Appendix A - SIMPLE IRAs

(The amounts referenced below may be increased annually by the IRS based upon cost-of-living adjustments.)

SALARY DEFERRAL CONTRIBUTION LIMITS*		
Contribution Year	Salary Deferral Limit	Salary Deferral Catch-up
2015	\$12,500	\$3,000
2016	\$12,500	\$3,000

*Individuals who will be at least age 50 by the end of the year can make a catch-up contribution. If you make salary deferrals into a SIMPLE IRA and another employer-sponsored retirement plan during the same calendar year, you are subject to an overall maximum salary deferral limit of \$18,000 in 2016. This amount may be increased by the IRS in 2017 for cost-of-living adjustments. Refer to IRS Publication 590 and IRS Publication 560 for detailed information about this limit. You are responsible for monitoring compliance with the limit. Please consult with your tax advisor for more information.

SAVER'S TAX CREDIT (For contributions you make in Employer Retirement Plans and IRAs)		
If Your Filing Status Is:	And Your MAGI (2016) Is:	You Receive Credit of: (Maximum Credit for 2016: \$1,000)
Single/Married Filing Separately or Qualifying Widow(er) and All Other Filers	\$0 - \$18,500	50% of Contribution
	\$18,501 - \$20,000	20% of Contribution
	\$20,001 - \$30,750	10% of Contribution
	\$30,751 or more	0%
Married Filing Jointly	\$0 - \$37,000	50% of Contribution
	\$37,001 - \$40,000	20% of Contribution
	\$40,001 - \$61,500	10% of Contribution
	\$61,501 or more	0%
Head of Household	\$0 - \$27,750	50% of Contribution
	\$27,751 - \$30,000	20% of Contribution
	\$30,001 - \$46,125	10% of Contribution
	\$46,126 or more	0%

Summary of the Basic Tax Forms and IRS Publications

IRS Forms:

IRS Form 1099-R (*Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.*) - Used to report distributions from your SIMPLE IRA.

Some examples include:

- All taxable and nontaxable distributions
- Conversions
- Recharacterizations
- Removal of excess contributions
- Direct rollovers

IRS Form 5498 (*IRA Contribution Information*) - Used to report specific deposits and additions to your SIMPLE IRA. Some examples include:

- Contributions and rollover contributions
- Conversions
- Recharacterizations
- Fair market value
- RMD information
- Certain postponed and special catch-up contributions
- Repayment of qualified reservist distributions and federally designated disaster withdrawals

IRS Form 5329 (*Additional Taxes on Qualified Plans (including IRAs) and Other Tax-Favored Accounts*) - Used to report additional taxes, penalties or penalty exceptions on SIMPLE IRA distributions. Some examples include:

- Tax and/or penalty due from an excess contribution and removal of the attributable earnings
- Penalty due from an excess contribution that is being carried forward
- Early distribution from your SIMPLE IRA
- Missed Required Minimum Distribution from your SIMPLE IRA

IRS Form 8606 (*Nondeductible IRAs*) - Used to report:

- Nondeductible contributions you made to a traditional IRA
- Distributions from traditional, SEP, or SIMPLE IRAs, if you have ever made nondeductible traditional IRA contributions or rolled over after-tax amounts to a traditional IRA
- Distributions from Roth IRAs
- Conversions from traditional, SEP, or SIMPLE IRAs to a Roth IRA if you have ever made nondeductible traditional IRA contributions or rolled over after-tax amounts to a traditional IRA

IRS Form 8880 (*Credit for Qualified Retirement Savings Contributions*) - Used to figure the amount, if any, of your retirement savings contributions credit (also known as the saver's credit).

IRS Form 990-T (*Exempt Organization Business Income Tax Return*) - Used to figure and report your IRA's tax liability, if any, for Unrelated Business Taxable Income (UBTI).

IRS Publications:

IRS Publication 590 - *Individual Retirement Arrangements (IRAs)*

- This publication discusses traditional, Roth, and SIMPLE IRAs. It explains the rules for:

- Setting up an IRA
- Contributing to an IRA
- Transferring money or property to and from an IRA
- Handling an inherited IRA
- Receiving distributions from an IRA
- Taking a credit for contributions to an IRA

It also explains the penalties and additional taxes that apply when the rules are not followed. To assist you in complying with the tax rules for IRAs, this publication contains worksheets, sample forms, and tables, which can be found throughout the publication and in the appendices at the back of the publication.

IRS Publication 560 - *Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans)* - This publication discusses retirement plans employers can set up and maintain for themselves and their employees.

IRS forms and publications are available at any district office of the IRS and at www.irs.gov.

Schedule of Fees for Individual Retirement Accounts¹

(Traditional/SEP, Roth and SIMPLE IRAs held at Edward Jones)

ANNUAL ACCOUNT FEE^{2, 3}	
Individual Retirement Account (IRA)	\$40 per calendar year, not prorated
Additional IRAs of the same individual	\$20 per calendar year, not prorated
ACCOUNT SERVICES⁴	
Estates service fee (charged for the re-registration of assets)	\$100
Total transfer or termination of an account	\$95
MONEY MARKET ACCOUNTS AND ACCESS SERVICES²	
Cash interest	No charge
Edward Jones Money Market Fund Investment Shares	\$3 per month if average monthly balance falls below \$2,500
Edward Jones Money Market Fund Retirement Shares	\$3 per month if average monthly balance falls below \$1,500
Edward Jones Tax-Free Money Market Fund	\$3 per month if average monthly balance falls below \$2,500
ADDITIONAL SERVICES AND FEES	
Returned check	\$25
Returned ACH payment	\$25
Wire transfer fee (domestic only)	\$25
Annual private investment fee ²	Minimum \$50 per calendar year per position held in the account. Additional fees and expenses may apply.
DIVIDEND REINVESTMENT	
Reinvestment into stock ²	2% of reinvestment amount
Reinvestment into mutual funds	Normal transaction fees
DOLLAR COST AVERAGING⁵	
Systematic purchase of stocks	2% of investment amount (\$5 minimum)
Systematic purchase/sale/exchange of mutual funds	Normal transaction fees

All fees are subject to change without notification. The current version of the Schedule of Fees for IRAs can be found at www.edwardjones.com/disclosures.

1 Some of these fees may not apply to Edward Jones investment advisory accounts.

2 The fee is waived for households with \$250,000 or more in assets under care. For details, see www.edwardjones.com/household.

3 If, on Dec. 31, 2012, Edward Jones served as the broker-dealer of record for your traditional/Roth IRA held at the mutual fund company and you subsequently transferred that IRA into a new Edward Jones traditional/Roth IRA, your annual IRA fee will be the lesser of \$10 or the annual IRA fee you were charged by the mutual fund company. This fee applies as long as you remain invested in the original mutual fund family or in a cash equivalent. If you purchase other investments within your Edward Jones IRA or combine IRAs from different mutual fund companies into one Edward Jones IRA, you will be charged the Annual Account Fee listed above.

4 The fee may be waived if it results from a final required minimum distribution (RMD), death of the account owner, divorce or transfer to an Edward Jones account. Edward Jones retains the right to charge the fee if the account balance is less than the amount of the fee.

5 Dollar cost averaging does not guarantee a profit or protect against loss. Investors should consider their willingness to keep investing when share prices are declining.

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Privacy Notice

FACTS	What Does Edward Jones Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and investment experience • Income and risk tolerance • Assets and account transactions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Edward Jones chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Edward Jones share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call (800) 803-3333 or go to www.edwardjones.com/privacy
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WHO WE ARE	
Who is providing this notice?	Edward Jones: Edward D. Jones & Co., L.P., and Edward Jones Trust Company

WHAT WE DO

<p>How does Edward Jones protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Access to personal information is granted to our branch-office and home-office associates only to provide investments and services to customers or to serve another legitimate business need.</p>
<p>How does Edward Jones collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or give us your contact information • Seek advice about your investments or tell us about your investment or retirement portfolio • Enter into an investment advisory contract <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

DEFINITIONS

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Edward Jones name, financial companies such as Edward D. Jones & Co., L.P., and Edward Jones Trust Company.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Edward Jones does not share with nonaffiliates so that they can market to you.</i>
<p>Joint marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include a company that offers Edward Jones-branded credit cards.</i>

Revenue Sharing Disclosure

Edward Jones receives payments known as revenue sharing from certain mutual fund companies, 529 plan program managers and insurance companies (collectively referred to as “product partners”). Virtually all of Edward Jones’ transactions relating to mutual funds (outside of advisory programs), 529 plans and annuity products involve product partners that pay revenue sharing to Edward Jones. We want you to understand that Edward Jones’ receipt of revenue sharing payments creates a potential conflict of interest in the form of an additional financial incentive and financial benefit to the firm, its financial advisors and equity owners in connection with the sale of products from these product partners. For the year ended December 31, 2015, Edward Jones received revenue sharing payments of approximately \$175.1 million from mutual fund and 529 product partners and \$22.9 million from annuity product partners. For that same period, Edward Jones’ net income was \$838.3 million.

Revenue sharing, as received by Edward Jones, involves a payment from a mutual fund company’s adviser or distributor, a 529 plan program manager or an insurance company or the entity that markets an annuity contract. It is not an additional charge to you. These payments are in addition to standard sales loads, annual sales fees, expense reimbursements, sub-transfer agent fees for maintaining client account information and providing other administrative services for mutual funds (shareholder accounting and networking fees), fees for maintaining technology and providing other administrative services for insurance products (inforce contract service fees), and reimbursements for education, marketing support and training-related expenses.

Some product partners pay Edward Jones a fee based on the value of assets under management, known as an asset-based fee. For example, if you made a \$10,000 purchase of an investment, held it for a year, and its value remained the same, Edward Jones would be paid by the product partner .075% or 7.5 basis points. That would translate to a \$7.50 payment from the product partner to Edward Jones for the \$10,000 investment in your account. For every subsequent year you held that \$10,000 investment in your Edward Jones account, the product partner would make a \$7.50 payment to Edward Jones, assuming no change in the value of your investment. Asset-based payments will increase or decrease from

year to year with changes in the value of the related assets held by Edward Jones’ clients.

Other product partners may pay Edward Jones a one-time fee based on the amount of the product sold. This approach is referred to as a sales-based fee and is based on the dollar value of your purchase. For example, the product partner may pay Edward Jones up to .25% or 25 basis points for each dollar you invest or use to purchase a product. Therefore, if you made a \$10,000 investment, the product partner would pay Edward Jones \$25 for that transaction.

Most, but not all, of the product partners that pay revenue sharing to Edward Jones have been designated as preferred product partners by Edward Jones. This designation means that Edward Jones has determined these product partners have a broad spectrum of investment and annuity solutions designed to meet a variety of client needs. Edward Jones grants preferred product partners greater access to certain information about its business practices. In addition, these product partners have frequent interactions with our financial advisors to provide training, marketing support and educational presentations. Non-preferred product partners that pay revenue sharing may receive similar treatment. With regard to annuities, Edward Jones’ financial advisors have limited access to the products and services of other insurance carriers. Additionally, while Edward Jones financial advisors may sell, and our clients are free to select, funds from many mutual fund families, we predominantly promote mutual fund preferred product partners. The vast majority of mutual funds, 529 plans and annuity products sold by Edward Jones involve preferred product partners, and, as noted above, most of these product partners pay revenue sharing to Edward Jones. The names of preferred product partners are shown in bold and italics on the following revenue sharing summary tables.

For additional information on a particular product partner’s payment and compensation practices, please review the applicable prospectus, statement of additional information or offering statement.

Detailed information and disclosures concerning revenue sharing received from product partners are included in the following revenue sharing summary tables.

MUTUAL FUND COMPANIES: REVENUE SHARING SUMMARY

Paid by	Maximum Annual Asset Fees (Based on \$10,000 of fund assets owned)	Maximum Sales Fees (Per \$10,000 of fund assets purchased)	Total 2015 Revenue¹
<i>American Funds Distributors, Inc.</i>	\$2.50 ²	\$__ ²	\$55.0 million ²
Federated Securities Corp. ³	\$10.00	\$0	\$0.5 million
<i>Franklin Templeton Distributors, Inc.</i>	\$6.00	\$0	\$31.1 million
Goldman Sachs Asset Management, L.P.	\$13.00	\$0	\$2.4 million
<i>Hartford Investment Financial Services, LLC</i>	\$13.00	\$0	\$18.5 million
<i>Invesco Distributors, Inc.</i>	\$13.00	\$0	\$21.8 million
Ivy Funds Distributor, Inc.	\$13.00	\$0	\$1.3 million ⁴
<i>John Hancock Funds, LLC</i>	\$13.00	\$0	\$7.3 million ⁵
<i>J.P. Morgan Investment Management Inc.</i>	\$13.00	\$0	\$3.0 million
<i>Lord Abbett & Co., LLC</i>	\$10.00	\$0	\$13.7 million
<i>MFS Fund Distributors, Inc.</i>	\$11.00	\$0	\$15.0 million
OppenheimerFunds Distributor, Inc.	\$13.00	\$0	\$5.2 million

529 PLAN PROGRAM MANAGERS: REVENUE SHARING SUMMARY

Paid by	Maximum Annual Asset Fees (Based on \$10,000 of fund assets owned)	Maximum Sales Fees (Per \$10,000 of fund assets purchased)	Total 2015 Revenue¹
<i>American Funds Distributors, Inc.</i>	\$2.50 ²	\$__ ²	\$__ ²
Upromise Investments, Inc.	\$12.50	\$0	\$0.3 million

ANNUITY PRODUCT PROVIDERS: REVENUE SHARING SUMMARY

Paid by	Product Where Revenue Sharing May Be Received	Maximum Sales Fees (Per \$10,000 of assets purchased)	Total 2015 Revenue¹
American General Life Insurance Company	SunAmerica Polaris suite of variable annuities and American Pathway suite of variable annuities	\$25.00	\$2.4 million
Lincoln National Life Insurance Company and Lincoln Life and Annuity Co. of NY	Lincoln National American Legacy suite of variable annuities and Lincoln Choice Plus suite of variable annuities	\$25.00	\$12.0 million ⁶
MetLife Investors Insurance Company Inc. and First MetLife Investors Insurance Company	MetLife Investors variable annuities and all prior variable annuities issued by Cova	\$25.00	\$0.3 million
Pacific Life & Annuity Company, Pacific Life Insurance Company and Pacific Select Distributors, Inc.	Pacific Destinations suite of variable annuities, Pacific Destinations for New York suite of variable annuities and Pacific Life variable annuities	\$25.00	\$1.2 million
Protective Life Insurance Company and Investment Distributors, Inc.	Protective Dimensions suite of variable annuities, Protective LifeValues suite of variable annuities, ProVariable suite of variable annuities, Elements Access variable annuities and Protective Advantage variable annuities	\$25.00	\$1.8 million
Prudential Annuities Distributors, Inc., Pruco Life Insurance Company of New Jersey and Pruco Life Insurance Company	Prudential Premier Retirement Variable Annuity and Prudential Premier Retirement Variable Annuity NY	\$25.00	\$3.1 million ⁶
Transamerica Capital, Inc.	Transamerica suite of variable annuities	\$25.00	\$2.1 million

1 The total 2015 revenue has been reported under the accrual basis of accounting in conformity with generally accepted accounting principles (GAAP).

2 For the purposes of computing the annualized amount per \$10,000 of assets, Edward Jones has categorized the entire revenue sharing arrangement with American Funds Distributors, Inc. ("American Funds") as an asset fee because American Funds has not distinguished to Edward Jones the breakdown of the revenue arrangement between asset fees and sales fees. If the entire revenue sharing arrangement was categorized as sales fees, the amount would be \$24.71 per \$10,000 purchased. American Funds has not distinguished the portion of its annual revenue sharing payment that is attributable to Edward Jones' sales of interests in the 529 plan for which American Funds is the program manager.

3 Federated Securities Corp. and Edward Jones jointly own the investment adviser to the taxable Edward Jones Money Market Fund and the Edward Jones Tax-Free Money Market Fund, with Edward Jones holding a 49.5% limited partnership interest. The foregoing table does not include any amounts earned by or paid to Edward Jones related to its or Federated's ownership of the adviser. Please refer to the funds' prospectuses for further information.

4 Edward Jones and Ivy entered into a revenue sharing agreement effective February 1, 2015.

5 In addition to asset-based fees, the amounts received include fees paid by John Hancock for its participation at conferences, seminars, programs, and/or other events sponsored by Edward Jones.

6 For approximately the first half of 2015, in addition to the maximum sales fees, the total revenue sharing received by Edward Jones included annual asset fees from Lincoln National and Prudential up to \$15.00 based on \$10,000 of variable annuity assets owned and contract servicing fees up to \$12.00 per year on fixed and/or immediate annuity contracts.