

January 14, 2016

## Action Required: 2016 IRA Plan Amendments

As [previously communicated](#), Pershing is updating respective IRA Custodial Account Agreement, Disclosure Statement and Application. This is due to changing regulatory, legislative and business practices affecting all Traditional, Roth, SEP and SIMPLE IRA accounts where Pershing LLC serves as IRA custodian.

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### New IRA Account Holders

Effective immediately, new IRA accounts should be established using the new IRA custodial account agreements, available in Marketing Center on NetX360® and listed below.

- [Traditional IRA Custodial Account Agreement](#)
- [SIMPLE IRA Custodial Account Agreement](#)
- [Roth IRA Custodial Account Agreement](#)
- [Inherited IRA Documents](#)

Accounts can be opened via Client Onboarding with the new documents beginning February 20. **Old forms will not be accepted after May 1.** Please make sure to **update your forms and processes now.**

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### Notifying Existing IRA Account Holders

For IRA account holders that established accounts prior to October 1, 2015, Pershing provided original notification of the plan amendment via a statement message that appeared on the September 2015 quarter-end statement. This message served as an amendment to the existing plan documents to allow for future electronic notifications, and the ability to post future amendments or restated plan documents on a website maintained by Pershing. See the Appendix for a copy of the messages that were included depending on type of IRA account: [Traditional](#), [Roth](#) and [SIMPLE](#).

To ensure we reach all IRA account holders, this same message will be in the June quarter-end statements.

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### Restatement of Plan Agreements for Existing IRA Holders

Later this year, the September 2016 quarter-end statement message will highlight the new and revised language to the various IRA plan documents. This message, to be shared in a future Pershing Update, will serve as notice to IRA owners that their plan will now be operating under the revised agreement. Information on how to obtain a full copy of the updated plan document will also be provided.

Existing IRA account owners will not need to sign and return any paperwork, as hardcopies of the updated documents will not be mailed. Rather, account holders will be informed on how to obtain an updated plan document by:

- Visiting [pershing.com/plandocument](http://pershing.com/plandocument) and downloading a copy
- Calling (201) 413-3333, option 5 to order a printed copy
- Writing to Pershing at Pershing LLC, Retirement Processing Department, 11<sup>th</sup> Floor, One Pershing Plaza, Jersey City, New Jersey 07399

If you have any questions or concerns, please contact your Account Manager.

## Appendix

### Traditional IRA

This notice serves as an amendment to your Traditional IRA Plan Agreement. Pershing has amended your Traditional IRA Plan Agreement to allow Pershing to send you communications and notices electronically. Keep this amendment with the materials we gave you when you opened your Traditional IRA. You do not need to sign or return anything to us to have this amendment apply to you. This change is effective December 31, 2015.

Please read the document carefully, and if you have questions please contact your financial representative.

*Traditional IRA Plan Agreement Amendment (Effective December 31, 2015)*

#### **Article VIII; Section (2) (a)**

*The language in Section (2) (a) is deleted and replaced with the following text:*

##### 2. Notices and Change of Address

(a) Any required notice regarding this Account will be considered effective when mailed or electronically communicated by the Custodian to the recipient that is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The last address of the Participant on the records of the Custodian will be the address used for any tax withholding, disbursement and reporting required by taxing authorities. The Participant will notify the Custodian of any change of address.

#### **Article VIII; Section 9**

*The language in Section 9 is deleted and replaced with the following text:*

##### 9. Amendment and Termination of the Account

(a) Amendment. Pursuant to Article VII, the Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. The amendment will be effective on the date specified in the notice to the Participant. At the Participant's discretion, the Participant may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian. A Participant may change an election or designation made with respect to the Account, provided such change is made in a form and manner prescribed by and acceptable to the Custodian.

(b) Notification of Amendment. The Custodian may provide notice of any amendments to this Account by notifying the Participant of such amendment, and posting the amended language and any restated documents, if applicable, on a website maintained by the Custodian. The Participant consents to the delivery of the applicable notice using an electronic medium and confirms that the Participant is capable of accessing websites. The Participant may request a written copy of any amendments or any restated documents, if applicable, from the Custodian via a phone number maintained by the Custodian or by sending a letter to Pershing LLC, Retirement Processing Department, One Pershing Plaza, Jersey City, New Jersey 07399.

(c) Distribution on Termination. The Account may be terminated for any reason by the Custodian. If the Account is terminated by the Custodian, the balance held in each Account for the benefit of a Participant, or Beneficiary or Beneficiaries shall be distributed by the Custodian, in accordance with Article VIII, Section 8, of the Agreement.

## **Roth IRA**

This notice serves as an amendment to your Roth IRA Plan Agreement. Pershing has amended your Roth IRA Plan Agreement to allow Pershing to send you communications and notices electronically. Keep this amendment with the materials we gave you when you opened your Roth IRA. You do not need to sign or return anything to us to have this amendment apply to you. This change is effective December 31, 2015.

Please read the document carefully and if you have questions, please contact your financial representative.

*Roth IRA Plan Agreement Amendment (Effective December 31, 2015)*

### **Article IX; Section 2 (a)**

*The language in Section 2(a) is deleted and replaced with the following text.*

#### **2. Notices and Change of Address**

(a) Any required notice regarding this Account will be considered effective when mailed or electronically communicated by the Custodian to the recipient that is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The last address of the Participant on the records of the Custodian will be the address used for any tax withholding, disbursement, and reporting required by taxing authorities. The Participant will notify the Custodian of any change of address.

### **Article IX; Section 10**

*The language in Section 10 is deleted and replaced with the following text.*

#### **10. Amendment and Termination of the Account**

(a) Amendment. Pursuant to Article VIII, the Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. The amendment will be effective on the date specified in the notice to the Participant. At the Participant's discretion, the Participant may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian. A Participant may change an election or designation made with respect to the Account, provided such change is made in a form and manner prescribed by and acceptable to the Custodian.

(b) Notification of Amendment. The Custodian may provide notice of any amendments to this Account by notifying the Participant of such amendment, and posting the amended language and any restated documents, if applicable, on a website maintained by the Custodian. The Participant consents to the delivery of the applicable notice using an electronic medium and confirms that the Participant is capable of accessing websites. The Participant may request a written copy of any amendments or any restated documents, if applicable, from the Custodian via a phone number maintained by the Custodian or by sending a letter to Pershing LLC, Retirement Processing Department, One Pershing Plaza, Jersey City, New Jersey 07399.

(c) Distribution on Termination. The Account may be terminated for any reason by the Custodian. If the Account is terminated by the Custodian, the balance held in each Account for the benefit of a Participant, or Beneficiary or Beneficiaries shall be distributed by the Custodian, in accordance with Article VIII, Section 9, of the Agreement.

## **SIMPLE IRA**

This notice serves as an amendment to your SIMPLE IRA Plan Agreement. Pershing has amended your SIMPLE IRA Plan Agreement to allow Pershing to send you communications and notices electronically. Keep this amendment with the materials we gave you when you opened your SIMPLE IRA. You do not need to sign or return anything to us to have this amendment apply to you. This change is effective December 31, 2015.

Please read the document carefully and if you have questions, please contact your financial representative.

*SIMPLE IRA Plan Agreement Amendment (Effective December 31, 2015)*

### **Article VIII; Section (2) (a)**

*The language in Section (2) (a) is deleted and replaced with the following text.*

#### **2. Notices and Change of Address**

(a) Any required notice regarding this Account will be considered effective when mailed or electronically communicated by the Custodian to the recipient that is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The last address of the Participant on the records of the Custodian will be the address used for any tax withholding, disbursement, and reporting required by taxing authorities. The Participant will notify the Custodian of any change of address.

### **Article VIII; Section 8**

*The language in Section 8 is deleted and replaced with the following text.*

#### **8. Amendment and Termination of the Account**

(a) Amendment. Pursuant to Article VII, the Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. The amendment will be effective on the date specified in the notice to the Participant. At the Participant's discretion, the Participant may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian. A Participant may change an election or designation made with respect to the Account, provided such change is made in a form and manner prescribed by and acceptable to the Custodian.

(b) Notification of Amendment. The Custodian may provide notice of any amendments to this Account by notifying the Participant of such amendment, and posting the amended language and any restated documents, if applicable, on a website maintained by the Custodian. The Participant consents to the delivery of the applicable notice using an electronic medium and confirms that the Participant is capable of accessing websites. The Participant may request a written copy of any amendments or any restated documents, if applicable, from the Custodian via a phone number maintained by the Custodian or by sending a letter to Pershing LLC, Retirement Processing Department, One Pershing Plaza, Jersey City, New Jersey 07399.

(c) Distribution on Termination. The Account may be terminated for any reason by the Custodian. If the Account is terminated by the Custodian, the balance held in each Account for the benefit of a Participant, or Beneficiary or Beneficiaries shall be distributed by the Custodian, in accordance with Article VIII, Section 7, of the Agreement.