

# PREMIERE SELECT® IRA STANDING DISTRIBUTION AUTHORIZATION FORM

## Customer Instructions, Terms and Conditions

The attached form establishes a standing authorization permitting your Broker/Dealer to initiate distributions and Roth conversions (collectively "distributions") from your Premiere Select Traditional IRA, Roth IRA, Rollover IRA, SEP-IRA, SIMPLE IRA, IRA Beneficiary Distribution Account or Roth IRA Beneficiary Distribution Account ("Premiere Select IRA" or "IRA" or "account") on your behalf. Once established, this authorization will permit National Financial Services LLC (NFS) to disburse assets from your Premiere Select IRA without written instructions from you. Please contact your Broker/Dealer for additional information about how to initiate a distribution out of your IRA. Instructions received by NFS from your Broker/Dealer will not be confirmed to determine what, if any, instructions you have given to your Broker/Dealer pursuant to this standing authorization.

The authorization includes making any associated federal and state tax withholding elections. This form can also be used to change/delete an existing authorization. If you wish to authorize your Broker/Dealer to initiate distributions from more than one Premiere Select IRA, you must complete a separate Premiere Select IRA Standing Distribution Authorization Form for each Premiere Select IRA.

**This authorization does not include the following types of distributions from your IRA:**

Type of Distribution	Required Form
Distribution from an IRA that has been established for a minor pursuant to the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (UGMA/UTMA custodian)	Premiere Select IRA One-Time Distribution Request Form
Distribution due to a disability	
Rollover to an IRA or employer-sponsored retirement plan	
Periodic Distribution Plan	Premiere Select IRA Periodic Distribution Request Form or Premiere Select IRA Distribution Request Form for Substantially Equal Periodic Payments (SEPP), as applicable
Distribution of dividends, interest and/or capital gains ("earnings")	Premiere Select IRA Earnings Distribution Request Form

Please read these Instructions, Terms and Conditions carefully before completing the attached form. You, and not your Broker/Dealer, are responsible for complying with IRS rules governing IRA distributions, including required minimum distributions and substantially equal periodic payments. If you fail to meet any IRS requirements regulating IRA distributions, you may be subject to tax penalties. This includes actions taken by your Broker/Dealer on your behalf pursuant to the authorizations in this form. If you have any questions regarding your specific situation, please consult with your tax advisor. **Actions taken by your Broker/Dealer on your account are binding and subject to the same rules as if you had directly instructed NFS. Distributions and tax withholding generally cannot be reversed once completed. Any corrections to an error on your part or that of your Broker/Dealer will generally have to follow applicable IRS rules and regulations.**

Distributions made in cash will be paid from the balance of your core account investment vehicle ("core account"). It is your and your Broker/Dealer's responsibility to ensure there are sufficient funds available in the core account to process the distribution.

For full distributions, a \$75 liquidation/termination fee and a final year annual maintenance fee, if applicable, as described in your Premiere Select IRA Customer Agreement or in some other manner acceptable to the Custodian, will be collected from the final distribution amount. For a bank wire, a wire fee of \$15 will be deducted from the final distribution

amount. If you request a distribution that will result in an account balance that is less than the amount of any fees due, NFS may instead process a full distribution of your entire account balance and collect the applicable fees at that time. Please note that this could result in a payment amount that is less than the amount requested due to the payment of applicable fees. In addition, your account may be closed.

**Certain types of distributions and distributions that exceed a certain dollar amount from your IRA may not be initiated by your Broker/Dealer through this authorization and may require you to complete a Premiere Select IRA distribution request form at the time of the request.**

If you have any questions, please consult your Broker, Financial Advisor or Investment Professional ("investment representative").

Indicate your account number in the boxes in the upper right-hand corner of the form.

**1 Account Information** Please complete this section as appropriate.

**2 Customer Authorization** Provide the full name of your Broker/Dealer firm in this section.

**3 Powers Granted to Broker/Dealer Acting as Agent** By completing and signing the attached form, you are authorizing your Broker/Dealer, as your agent, to provide direction to NFS and Fidelity Management Trust Company ("FMTC") to make distributions from your Premiere Select IRA. Your Broker/Dealer will be authorized to direct NFS and FMTC to pay an IRA distribution regardless of the tax or other consequences of such distribution. If a distribution is made by check, it may only be sent to your address of record. Your Broker/Dealer will be authorized to direct NFS and FMTC regarding the following:

**A. Timing and amount** — Your Broker/Dealer will direct NFS and FMTC with respect to the timing and specific amount of distributions to be made in cash or in-kind.

**B. Reason for distribution** — Your Broker/Dealer will direct NFS and FMTC with respect to the reason for the distribution. The following reasons may apply:

- ▶ Normal — if you are at least age 59½.
- ▶ Premature — if you are under the age of 59½ (includes qualified first time home purchases, distributions for qualified higher education expenses, and Substantially Equal Periodic Payments (SEPPs)).
- ▶ Roth Conversion (for more information, refer to Roth Conversions below).
- ▶ Return of Excess Contribution (if your Broker/Dealer provides principal and earnings). (for more information, refer to Return of Excess Contributions below).
- ▶ Death Distribution (If you wish to take a death distribution from inherited IRA assets, you must first transfer the assets to an IRA Beneficiary Distribution Account or Roth IRA Beneficiary Distribution Account, as applicable, and then take the distribution from the IRA Beneficiary Distribution Account.)

**Note:**

- ▶ Transfers between like registered accounts will be treated as trustee to trustee transfers and not reported for tax reporting purposes.
- ▶ If you are taking a qualified Roth IRA distribution, your account must meet the IRS 5-year aging requirement, which begins on the first day of the tax year for which your first contribution is made to any Roth IRA owned by you or, if earlier, the first day of the tax year in which your first conversion contribution is made to any Roth IRA owned by you.
- ▶ If you are under age 59½ and there are distributions from your SIMPLE IRA before the expiration of the two-year period beginning on the date your employer makes the first contribution to your SIMPLE IRA, you may be subject to a 25% penalty.

# PREMIERE SELECT® IRA STANDING DISTRIBUTION AUTHORIZATION FORM

## Customer Instructions, Terms and Conditions

**C. Payment method** — Based on the following authorization level that you select, your Broker/Dealer will have authority to direct NFS and FMTC to pay distributions from your Premiere Select IRA to you or a third party:

### Authorization Level 1:

**This authorization permits your Broker/Dealer to:**

- Disburse checks made payable to you and sent to your Address of Record.
- Transfer cash or securities from your IRA to accounts with the same registration and accounts you own individually that are maintained at your Broker/Dealer (includes IRA to IRA transfers that are not reported for tax purposes and distributions from IRAs to non-retirement accounts that you own individually).
- Disburse funds electronically (including via Bank Wire, EFT, ACH and any other means available) pursuant to written standing instructions\* from you.
- Transfer cash or securities from your IRA to accounts that you do not own individually that are maintained at your Broker/Dealer pursuant to written standing instructions\* from you (includes distributions from IRAs to non-retirement accounts that you do not own individually).

\*You must submit a Premiere Select Standing Payment Instructions Form separately to establish instructions for electronic funds disbursements (refer to Standing Payment Instructions below).

OR

### Authorization Level 2:

**This authorization permits your Broker/Dealer to:**

- Perform all Authorization Level 1 payment methods (see above).
- Disburse funds via Bank Wire to any account with the same registration and accounts you own individually that are maintained at a receiving bank or financial institution, without standing instructions from you (**Note:** you understand and agree that NFS cannot confirm the account registration at the receiving bank or financial institution and will rely solely on the representations of your Broker/Dealer as to the registration of the receiving account).

**D. Fidelity Fund Core Account Accrued Dividend** — For a full distribution, if your core account is a Fidelity money market mutual fund, your Broker/Dealer will direct NFS and FMTC to include the accrued dividend in the distribution.

**E. Tax withholding** — You are authorizing your Broker/Dealer to direct NFS and FMTC with respect to the federal and state tax withholding elections for the distribution (refer to Notice of Withholding below). **Note:** By signing this form you assume the responsibilities and consequences associated with any distribution initiated by you or your Broker/Dealer.

**Roth Conversions** Your Broker/Dealer will have the authority to convert IRA assets in your account to a Roth IRA. Please read the following Roth Conversion rules carefully:

- For tax years through 2009, in order to be eligible to convert to a Roth IRA, you and/or your spouse's Adjusted Gross Income (AGI) cannot exceed \$100,000 in the year of the conversion. Beginning in 2010, this income limit is removed.
- The taxable converted amount will be subject to federal income taxes in the year in which the conversion occurs, but not to the early withdrawal penalty.
- If you are required to take a required minimum distribution from your IRA, you must do so prior to converting to a Roth IRA.
- SIMPLE IRA assets may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date your employer first made contributions to your SIMPLE IRA.
- If you are opening a new Premiere Select Roth IRA, you must complete a Premiere Select IRA Application and submit it to your investment representative prior to requesting a Roth Conversion.

**Return of Excess Contribution** Your Broker/Dealer will have the authority to request a return of an excess IRA contribution (except SIMPLE IRA contributions) for the current or prior year on your behalf. Please read the following return of excess IRA contribution rules carefully:

- The amount of an excess contribution that is not distributed to you or applied to a subsequent year contribution by the tax filing deadline, including extensions, for the year in which the contribution was made is subject to a 6% IRS penalty for each year that it remains in your IRA.
- Any applicable earnings distributed to you should be included as income in the year the contribution was made and may be subject to a 10% IRS early distribution penalty if you are under age 59½.
- If you elect to have federal and/or state income taxes withheld from the distribution (i) if the distribution is processed prior to your tax filing deadline, including extensions, for the year in which the excess

contribution was made, withholding is applicable to only the earnings; (ii) if the distribution is processed after your tax filing deadline, including extensions, for the year in which the excess contribution was made, withholding is applicable to the entire amount of the distribution.

- You may be able to correct contributions to a Roth IRA by recharacterizing your Roth IRA contribution (and its earnings) to another IRA for the same tax year. Please consult your tax advisor and/or investment representative for more information on how to correct an excess Roth IRA contribution via recharacterization.
- If your employer makes a nondeductible contribution to your SEP-IRA, the excess amount is first treated as a regular annual IRA contribution and then, to the extent the amount exceeds your annual IRA contribution limit, an excess occurs and can be corrected by requesting a return of excess contribution.
- A return of excess contribution (distribution) is not required if you are correcting the excess contribution by using the carry-over method of reapplying the excess contribution to subsequent tax years until the excess is depleted. Please consult your tax advisor or investment representative for more information.
- Consult your investment representative for information on how to request a return of excess contribution to a SIMPLE IRA.

**Standing Payment Instructions** You must establish standing payment instructions with your Broker/Dealer to permit your Broker/Dealer to disburse funds electronically (including via Bank Wire, EFT, ACH and any other means available) on your behalf and/or to transfer cash or securities from your IRA to accounts that you do not own individually. Complete a Premiere Select Standing Payment Instructions Form and submit to your investment representative. **Note:** For Beneficiary Distribution Accounts owned by an entity such as a trust or an estate, standing instructions would be required to disburse funds electronically unless funds are moving to an identically registered Beneficiary Distribution Accounts.

**Notice of Withholding** Please read the following Notice pertaining to tax withholding carefully. This authorization will give your Broker/Dealer, as your agent, the authority to make federal and state tax withholding elections on your behalf.

IRA distributions (other than Roth IRA distributions), conversions to Roth IRAs, and Direct Rollovers are subject to federal (and, in some cases, state) income tax withholding unless you or your Broker/Dealer elect not to have withholding apply. If federal and/or state taxes are withheld from a Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies. In addition, for 2009, the withholding amount may make you ineligible to convert as the withheld amounts are taken into account when determining your Adjusted Gross Income for Roth Conversion eligibility. Withholding will apply to the gross amount of each distribution, even if you have made non-deductible contributions. Moreover, failure to provide a U.S. residential address will result in 10% federal income tax withholding (and possible state income tax withholding) on the distribution proceeds, even if you have elected not to have tax withheld (an IRS requirement as applicable). A Post Office Box does not qualify as a residential address.

If you or your Broker/Dealer elect to have withholding apply (by indicating so on the distribution request form, by making no choice, or by not providing a U.S. residential address), federal income tax will be withheld from your IRA distribution(s) (excluding Roth IRA distributions) at a rate of at least ten percent (10%). Federal income tax will not be withheld from Direct Rollovers or distributions from a Roth IRA unless you elect to have such tax withheld.

If federal income tax is withheld from your distribution, state income taxes may also be withheld regardless of your election. See below for your state's withholding rules. Your state of residence will determine your state income tax withholding requirements, if any. Your state of residence is determined by your legal address of record provided for your IRA.

**Residents of AR, IA, KS, MA, ME, OK, and VT:** If federal income tax is withheld, state income tax of at least your state's minimum requirements must be withheld, in addition to federal income tax withholding, at the time of your distribution. If you or your Broker/Dealer elect out of federal income tax withholding, state income tax will not be withheld unless you indicate otherwise.

**Residents of CA, NC, and OR:** If federal income tax is withheld, state income tax of at least your state's minimum requirements must be withheld, in addition to federal income tax withholding, at the time of your distribution unless you or your Broker/Dealer elect not to have state income taxes withheld.

**Residents of DE:** State income tax of at least your state's minimum requirements must be withheld regardless of whether or not federal income tax is withheld unless you or your Broker/Dealer elect not to have state income taxes withheld.

**Residents of AK, FL, HI, MS, NH, NV, SD, TN, TX, WA, and WY:** State income tax withholding is not available on your IRA distributions. Please consult your tax advisor, state agency, or investment representative for more information.

# PREMIERE SELECT® IRA STANDING DISTRIBUTION AUTHORIZATION FORM

---

## Customer Instructions, Terms and Conditions

**Residents of all other states and the District of Columbia:** You are not subject to mandatory state income tax withholding; however, you or your Broker/Dealer may elect voluntary state income tax withholding in a percentage. If you elect to have state income taxes withheld and your state provides a minimum amount or percentage for withholding, you or your Broker/Dealer must elect a percentage that is not less than your state's minimum withholding requirements. If the percentage you or your Broker/Dealer elect for withholding is less than your state's minimum withholding requirements, your state's minimum amount or percentage will be withheld.

**IMPORTANT:** State tax withholding rules can change and the rules cited above may not reflect the current ruling of your state. Please consult with your investment representative to obtain the most up-to-date information pertaining to your state.

Whether or not you or your Broker/Dealer elect to have federal and, if applicable, state income tax withheld, you are still responsible for the full payment of federal income tax, any state tax or local taxes, and any penalties which may apply to your distribution(s). Whether or not you or your Broker/Dealer elect to have withholding apply (by indicating so on the distribution form), you may be responsible for payment of estimated taxes. You may incur penalties under the IRS and applicable state tax rules if your estimated tax payments are not sufficient.

If you are not a U.S. person (including a U.S. resident alien), you must submit IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, to claim tax treaty benefits, if applicable. To obtain Form W-8BEN, please consult your tax advisor or go to the IRS Website at <http://www.irs.gov>.

**4 Signature** Before signing the distribution form, please carefully read the **Premiere Select IRA Custodial Agreement and Disclosure Statement or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement or Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement**, as applicable, as well as all sections of the **Premiere Select IRA Standing Distribution Authorization Form** and these **Customer Instructions, Terms and Conditions**. This IRA Standing Distribution Authorization Form is part of a legal agreement between you, NFS, and FMTC, and by signing Section 4 you are agreeing to be bound by the terms and conditions contained in the above-referenced documents. Please also print the current date neatly in block letters in the space provided.

Account Number

Account number input fields

PREMIERE SELECT® IRA STANDING DISTRIBUTION AUTHORIZATION FORM

Please read the attached Customer Instructions, Terms and Conditions before completing this form.

Important: The IRA account owner cannot be a minor.

1. ACCOUNT INFORMATION

Form fields for account owner name, address, city, state, zip/postal code, social security no./taxpayer id no., phone number, and date of birth.

2. CUSTOMER AUTHORIZATION

I am the registered Account Owner of the Premiere Select IRA listed above and hereby constitute and appoint my Broker/Dealer, \_\_\_\_\_, and its representatives, agents and assigns as my agent for the purpose of instructing National Financial Services LLC ("NFS") and Fidelity Management Trust Company ("FMTC") with respect to distributions and transfers from my Premiere Select IRA.

Duration of Authorization

I understand and acknowledge that I am creating a continuing authorization to my Broker/Dealer, acting as my agent. This authorization can be terminated by me at any time by written notification to NFS and FMTC, and to my Broker/Dealer.

3. POWERS GRANTED TO BROKER/DEALER ACTING AS AGENT (CHOOSE ONE AUTHORIZATION LEVEL)

I hereby authorize my Broker/Dealer, identified in Section 2 above, to act as my agent with regard to distributions from my IRA including the authority to:

- Direct NFS and FMTC to pay a distribution from my Premiere Select IRA based on the following election:

Check only ONE box:

- Authorization Level 1 (see complete definition in the Customer Instructions, Terms and Conditions)
Authorization Level 2 (see complete definition in the Customer Instructions, Terms and Conditions)
Delete my standing authorization (Authorization Level 0)

- Direct NFS and FMTC with respect to the timing and amount of any distribution.
Direct NFS and FMTC with respect to the reason for any distribution.
Direct NFS and FMTC with respect to the tax withholding for any distribution.

4. SIGNATURE

NFS and FMTC are authorized and empowered to follow the instruction of my Broker/Dealer identified in Section 2, to act as my agent, with respect to the authorizations set forth above, and I hereby ratify and confirm any and all distributions effected by my Broker/Dealer, acting as my agent, and agree to indemnify NFS and FMTC, their affiliates, successors, assigns, control persons, officers, directors, agents and employees and hold them free and harmless from any and all losses, liabilities, penalties claims and costs (including reasonable attorneys' fees) by reason of any such distribution; or by reason of any action taken by NFS or FMTC, their affiliates, successors, assigns, control persons, officers, directors, agents and employees pursuant to instructions received from my Broker/Dealer, acting as my agent.

The laws of the Commonwealth of Massachusetts shall apply to this document, except as superseded by federal law or statute.

I hereby certify under penalties of perjury that if I am a U.S. person (including a U.S. resident alien) the number shown in Section 1 of this form is my correct taxpayer identification (or Social Security) number. If I am not a U.S. person (including a U.S. resident alien), I have attached IRS Form W-8BEN with this form and included my U.S. taxpayer identification (Social Security) number in order to claim tax treaty benefits, if applicable.

Note: You are advised to consult with your legal or tax advisor regarding all elections made with respect to your IRA distributions. You assume the responsibility that results from any distribution initiated by you or your Broker/Dealer. You acknowledge that any delegation of tax withholding elections is not a delegation of responsibility under Internal Revenue Service rules and regulations.

Signature line for IRA Owner with fields for Date and Print Name.

Signature line for Authorized Signator with fields for Date and Print Name.

National Financial Services LLC, Member NYSE, SIPC

1.889357.101 - 517465.2.0 (07/09)

1.889357.101

021000001