

Citibank Roth IRA Plan Documents

Investment Options
Disclosure Statement
Custodial Agreement



Dear Customer:

A Roth Individual Retirement Account can play a significant role in planning for your financial future.

These Roth IRA Plan Documents will provide you with information concerning your Roth IRA and your savings and investment choices.

If you have any questions concerning your Citibank Roth IRA Plan Documents, please call a Citibank Roth IRA specialist at 1-800-695-5911.*

For Text Telephone Service/TTY anywhere in the US: 1-800-788-6775.

We look forward to serving your retirement planning needs.

**To ensure quality service, calls are recorded.*

Contents

Definitions	4
I. General Rules Governing Your Citibank Roth IRA	4
> PART 1 Insured Roth IRA Options	4
> PART 2 Additional Rules Governing All Roth IRA Options	5
> PART 3 Your Instructions	6
> PART 4 Resolution of Disputes by Arbitration	6
II. Citibank Roth IRA Disclosure Statement	8
III. Citibank Roth IRA Custodial Agreement	18

Definitions

When used in this Agreement:

“We,” “us,” “our” and “Citibank” mean Citibank, N.A., and “you” and “your” mean you, the customer.

“Business Day” means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day.

I. General Rules Governing Your Citibank Roth IRA

> PART 1 Insured Roth IRA Options

Insured Deposits Your insured deposits in your Roth IRA held at Citibank, N.A. in accordance with your Roth IRA Application can be placed in Certificates of Deposit (“CDs”), Existing Day-to-Day Savings or Insured Money Market Accounts (“IMMA”). Your insured deposits in your Roth IRA (and those of your other tax-qualified retirement plans for which you have the right to direct funds into a specific insured institution) are insured by the Federal Deposit Insurance Corporation (FDIC) for up to a total of \$250,000. This insurance is separate from and in addition to any FDIC insurance on your other Citibank, N.A. accounts.

FDIC-Insured investments (IMMAs, CDs and Day-to-Day Savings) held in your Citibank, N.A. Roth IRA are deposits of Citibank, N.A. (“Citibank”).

Interest. Contributions to your Citibank Traditional IRA, Roth IRA, Coverdell Education Savings Account and Keogh Plan earn interest in CDs, Day-to-Day Savings, and IMMAs from the day we accept your application or receive your funds, whichever is later, at the interest rate then in effect.

Your accounts will earn interest each day at the rate of 1/365 of the stated interest rate and will be compounded daily. Interest may be computed using a 366-day basis for leap year. For CDs, Day-to-Day Savings, and IMMAs, the daily balance method is used to calculate interest on your account. This method applies a daily periodic rate to the balance in the account at the end of each day. The balance in the account is increased or reduced based upon the posting date of the transaction. For CDs, interest credited monthly will represent the interest earned for the current calendar month or until the day before your CD Maturity Date. For Day-to-Day Savings and IMMAs, interest is credited on the last Business Day of the month.

The interest rates for Day-to-Day Savings and IMMAs are determined by Citibank and can change at Citibank’s discretion at any time. For CDs, the interest rate and annual percentage yield are fixed and will remain in effect for the term of the Certificate of Deposit, except for the 18 month variable rate CD.

CD balance ranges for rate calculations are as follows: \$0-\$9,999.99; \$10,000-\$24,999.99; \$25,000-\$49,999.99; \$50,000-\$99,999.99; \$100,000-\$499,999.99; \$500,000-\$999,999.99; \$1,000,000 and above.

For current interest rate and annual percentage yield information, please refer to the Citibank, N.A. IRA/Keogh/Coverdell Products Rate Sheet. This can be obtained by a visit to your branch, or by calling CitiPhone banking. For CDs, the annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Limits on Certain Account Transfers Federal regulations require us to limit the number of transfers from Day-to-Day Savings Accounts and Insured Money Market Accounts from automatic transfers, recurring payments set up in advance, and transfers authorized by telephone or online.

The maximum number of transfers of this type permitted are six (6) per cycle from 28 - 31 days and not necessarily a calendar month, for Day-to-Day Savings and Insured Money Market Accounts. If you have reached these limits, we may refuse to process a transfer of this type from that account. If these limits are exceeded three times in a twelve month period, we may, in our sole discretion, restrict access to such account, or request that you open a different account within your retirement plan that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity.

Withdrawals. Withdrawals are permitted after your deposited funds become available and after we have deducted any amount we are required by law to withhold for income tax purposes.

Money withdrawn from the Day-to-Day Savings Accounts and IMMAs earn interest up to the day you withdraw it. By law, we reserve the right to require 7 days’ advance notice before permitting a withdrawal from all savings transactions, including IMMAs and Day-to-Day Savings Accounts. However, we do not presently exercise that right.

During a grace period of 7 calendar days following the automatic renewal of a CD at maturity, you may withdraw your deposit, or any portion thereof, without incurring an early withdrawal penalty. We will pay interest on the amount withdrawn from the maturity date until the day you make the withdrawal (but not for more than 7 calendar days) at the interest rate in effect as of the CD maturity date.

The following information on early withdrawal penalties are Citibank imposed product charges should you withdraw your CD funds before your Maturity Date. IRS imposed premature distribution penalties may also apply.

Before you reach age 59½

Citibank **will** impose an early withdrawal penalty on early withdrawals from CDs in the following cases:

- A full or partial distribution of your plan to you
- A full or partial transfer of your plan to another financial institution
- A scheduled periodic distribution of a specific dollar amount
- A change in your savings and investment options

Before you reach age 59½

Citibank **will not** impose an early withdrawal penalty on early withdrawals from CDs in the following cases:

- Your death or permanent disability (As defined under section 72(m)(7) of the Internal Revenue Code)
- A timely* correction of an excess contribution
- A scheduled periodic distribution of interest
- A distribution from an inherited Citibank retirement plan
- Any other distribution, such as a direct rollover or recharacterization of a contribution, within Citibank plans
- A revocation of your plan within 7 days of the date that your plan was established

After you reach age 59½

Citibank **will** impose an early withdrawal penalty on early withdrawals from CDs in the following cases:

- A full or partial transfer of your plan to another financial institution
- A change in your savings and investment options, other than an annual CD upgrade

After you reach age 59½

Citibank **will not** impose an early withdrawal penalty on early withdrawals from CDs in the following cases:

- Your death or permanent disability (As defined under section 72(m)(7) of the Internal Revenue Code)

- A timely* correction of an excess contribution
- A scheduled periodic distribution
- A distribution from an inherited Citibank retirement plan
- Any other distribution, such as a direct rollover or recharacterization of a contribution, within Citibank plans
- A revocation of your plan within 7 days of the date that your plan was established
- An annual CD upgrade
- A full or partial distribution of your plan to you

Annual CD Upgrade Option

If you are over age 59½, you may upgrade your existing Citibank Roth IRA CD into a Citibank Roth IRA CD with a higher Annual Percentage Yield (APY) once every 365 days. This is separate from, and in addition to, your ability to make changes to your existing CD account on the maturity date or during the 7-day grace period.

Automatic Renewal and Grace Period

All CDs renew automatically at maturity for the same term unless we receive other instructions. The renewal CD will be for the same term, but at the interest rate currently being offered determined by your governing state, product and pricing tier. If the same CD term is no longer offered, your CD will renew at maturity for the term specified in your maturity notice. There is a 7 calendar-day Grace Period after the maturity date, during which you can change your term, additional funds can be deposited and funds can be withdrawn without paying an early withdrawal penalty. However, if you change your term, make a deposit or withdrawal, the Grace Period will end, your Opening Date will reset and a new Maturity Date will apply, after which you will no longer be able to make any changes until the next Maturity Date without becoming subject to the Early Withdrawal Penalty rules. If the last day of your grace period is a nonbusiness day (a weekend or bank holiday) your grace period will end on the last business day before that non-business day. We will pay interest from the Maturity Date until the day before your new Opening Date (but not more than 7 calendar days) at the interest rate then in effect on the Maturity Date.

Additional Information Regarding the 18-Month Variable Rate CD

This is an 18-month CD that pays a variable rate of interest on funds.

Interest Rate. The interest rate changes on the first day of each month, when it is set at one-half percent above the average discount rate of 3-month U.S. Treasury Bills at the most recent auction. Interest is compounded daily and is credited to your account on the last business day of the month and at maturity.

Deposits. You may make additional deposits anytime you like as long as they follow the guidelines for contributions to your retirement plan. Additional deposits do not affect the maturity date of your account.

> PART 2 Additional Rules Governing All Roth IRA Options

Deposits If you deposit a check or other non-cash item (like a money order) to your Roth IRA, we ask that you endorse it with your signature. If you do not, we will credit it to your account and consider it as endorsed by you.

Availability of Your Deposits

Funds from deposits to your Roth IRA are generally available for withdrawal on the next Business Day after the Business Day of deposit.

In some cases, we may not make your funds available on the next Business Day. Should this occur, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our tellers, or if we decide to take this action after you have left the branch, we will mail you the notice by the next Business Day.

The end of Business Day varies among our branches and at the ATMs. Information about the end of Business Day is available at each of these locations or you can speak with a Financial Associate.

State Tax Withholding Options for Withdrawals/Distributions for Roth IRA Plans

The state withholding election requirements may be applicable to taxable Roth IRA withdrawals/distributions you take. If federal income tax is withheld, some states require mandatory withholding. Your state of residence will determine your applicable state income tax withholding requirements. Your state of residence is determined by your address of record.

Your initial tax withholding elections must be submitted to Citibank in writing. Taxes withheld from your distribution in accordance with your instructions will not be reversed. You may revoke or change your election in writing before the distribution is processed. Your election remains effective until revoked.

For Residents of the following states, state withholding will be mandatorily held when electing to withhold federal tax: District of Columbia, Iowa, Kansas, Maine, Nebraska, Massachusetts, Mississippi, North Carolina, Oklahoma, Oregon or Vermont. For:

- DC, such withholding would apply to lump sum withdrawals/distributions only,
- MS, such withholding would apply to payments other than premature and excess distributions and
- NE, such withholding would apply to non-premature distributions only

For Residents of one of the following states who do not specifically opt out of state withholding, state withholding will be mandatorily applied: Arkansas, California, Georgia (periodic payments only) and Michigan.

Additionally,

Residents of Michigan must submit Form MI-4P to opt out. The form is located at: http://www.michigan.gov/documents/taxes/4924_365368_7.pdf

Residents of Arkansas must submit Form AR-4P to opt out. The form is located at: http://www.state.ar.us/dfa/income_tax/documents/AR4P_2006_Draft.pdf

Residents of California must submit Form DE-4P to opt out. The form is located at: http://www.edd.ca.gov/pdf_pub_ctr/de4p.pdf

Residents of Georgia must submit Form G-4P to opt out. The form is located at: https://etax.dor.ga.gov/inctax/withholding/TSD_Withholding_from_Pensions_and_Annuities_G4P.pdf

State law is subject to change and Citibank is not responsible for changes in State laws that occur. Also check with your tax advisor for the most current state income tax withholding requirements applicable to your withdrawal/distribution.

Interest Rate Information For current interest rate and annual percentage yield information, please refer to the Citibank, N.A. Roth IRA/Keogh/Coverdell Products Rate Sheet. This can be obtained by a visit to your branch or by calling Retirement Plan Services at 1-800-695-5911,** Monday - Friday, 8:00 a.m. to 10:00 p.m. (Eastern Time) or Saturday 9:00 a.m. to 5:30 p.m. (Eastern Time).

Transfers If you wish to transfer to Citibank a Roth IRA which you have at another financial institution, you must complete our Transfer Form. We ask that you select an Investment Option for your Citibank Roth IRA at the time of your transfer request or, if that is not practicable, by the time the funds are received by Citibank. Until we receive investment instructions from you – whether written or oral – we will pay you interest on the transferred funds at our IMMA rate.

Fees There is a \$75 fee to transfer all or part of your Roth IRA to another institution. There is a \$35 domestic/\$45 international outgoing wire transfer fee initiated at a branch. There is a \$12 domestic/\$25 international fee for clients who request overnight delivery of checks.

Tax Advisor Citibank does not offer tax advice. Please be sure to consult your tax advisor for your own situation.

Tax Relief in Disaster Situations Taxpayers in several Presidentially Declared Disaster Areas and as defined in IRS publications may be eligible for tax relief impacting certain retirement plans. For the most recent disaster area tax relief information, you may wish to consult your tax advisor or visit www.irs.gov.

* If corrected by the tax filing deadline for the year in which the contribution was made, including extensions.

** To ensure quality service, calls may be recorded. For speech or hearing impaired clients, please use TDD Telephone Service at 1-800-788-6775.

Changing these Rules We reserve the right to change these rules, our investment options, or our fees as required by law or bank policy. From time to time we may make other investment options available. Available investment choices for your Roth IRA may be confirmed with Citibank.

Governing Law This agreement and your Citibank Roth IRA Plan are governed by Federal Law and to the extent not preempted by Federal Law or otherwise inapplicable, the laws of the state of New York without giving effect to the principals of conflicts of law. Insured deposit accounts within the Citibank Roth IRA Plan are governed by Federal Law and to the extent not preempted by Federal Law or otherwise inapplicable, by the laws of the state (or District of Columbia) in which the branch where you opened the account is located regardless of the state where you reside, or, if not opened at a branch, the

laws of the state (or District of Columbia) where you resided when you opened the account if you resided in any one of the following: California, Connecticut, District of Columbia, Florida, Illinois, Maryland, Massachusetts, New Jersey, New York, Nevada, Texas or Virginia; otherwise, Federal Law and to the extent not preempted by Federal Law or otherwise inapplicable, the laws of the state of South Dakota will govern your insured deposit accounts within your Citibank Roth IRA Plan. In addition, any part of this agreement that is inconsistent with section 408(a) of the Internal Revenue Code is invalid and does not affect any other part of this agreement.

Additional Terms for Your Roth IRA Remember that all investments are subject to the provisions of the Plan Document establishing your Citibank Roth IRA.

Account Features

Type of Account**	Minimum to Open***	Additional Early Deposit	Early Withdrawal Penalty
Insured Money Market Account (IMMA)	None	Any amount at any time	None
Day-to-Day Savings****	None	Any amount at any time	None
3, 4, 5, 6, 7, 8, 9 and 10 month CDs, 1 year CD	\$250	None	90 days' simple interest
13, 18, and 30 month CDs, 2, 3, 4, and 5 year CDs	\$250	None	180 days' simple interest
18 Month Variable Rate CD	\$250	Any amount at any time	180 days' simple interest

** Not all options are available at all times or in all locations.

*** CDs earn interest for balances greater than \$0.01.

**** The Retirement Plan Services Day-to-Day Savings Account is no longer available for new account openings effective 10/14/16. Existing Retirement Plan Services Day-to-Day Savings Accounts will continue to be serviced.

All Citibank CDs are time deposits. With a time deposit you agree to leave your funds in the account for a specific period of time called the term. The last day of the term is called the maturity date. CDs are automatically renewed at the end of the term unless Citibank is otherwise notified. The renewal CD will be for the same term, but at the interest rate currently being offered. Early withdrawal penalties are applied to funds withdrawn before maturity and will be deducted from principle if sufficient interest has not yet been earned at the time of withdrawal.

> PART 3 Your Instructions

A. Telephone Instructions to Change Investments

At our option, we may accept your telephone instructions for changes in investment choices for your Citibank Roth IRA. You agree that we will not be liable for honoring any verbal instructions to change investments which we receive from any person claiming to be you, provided we have followed our normal procedures. Any such investment shall be held by us under the applicable provisions set forth for such investments in this document.

B. Telephone Instructions to Withdraw Funds

At our option, we may accept your telephone instructions for withdrawing funds from your Citibank Roth IRA. You agree that we will not be liable for honoring any verbal instructions to withdraw funds which we receive from any person claiming to be you, provided we have followed our normal procedures.

Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or withholding requirements.

C. Emailing Roth IRA Forms

At your request, we will send blank Roth IRA forms and documents to you via email, to the email address you provide. Forms you receive via email are valid for 30 days after receipt.

D. Written Instructions and Signature Guaranty

We may require validation of signature on transfer, withdrawal and other forms, including but not limited to requiring a bank signature guaranty.

E. Recording of Calls

From time to time, we may record or monitor the conversations our employees have with you.

> PART 4 Resolution of Disputes by Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either you, as the Roth IRA owner, or we, may elect, without the other's consent, to require that any dispute between us, or concerning (a) your Citibank Roth IRA account or (b) an investment account or accounts in your Citibank Roth IRA (the "plan or accounts"), and any unresolved claim relating to any existing or prior plan or accounts with us will be subject to arbitration, except those disputes specifically excluded below, be resolved by binding arbitration.

Disputes Covered by Arbitration. Any claim or dispute relating to or arising out of your Roth IRA account, this Agreement, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, wire transfer services. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account owner, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, nonrepresentative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

Commencing an Arbitration. The party filing an arbitration must choose one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/Arbitration Unit, One Court Square, 43rd Floor/Zone 10, Long Island City, NY 11120. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
website: www.adr.org

JAMS
1-800-352-5267 (toll-free)
website: www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and

shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, except as otherwise provided by statute or other law, and to the extent the arbitrator assesses costs of the arbitration to either you or us.

No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

Severability, Survival. These arbitration provisions shall survive:

- (i) termination or changes to your plan or accounts or any related services we may provide;
- (ii) the bankruptcy of any party; and
- (iii) the transfer or assignment of your plan or accounts or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

Disclosure Statement

II. Citibank Roth IRA Disclosure Statement	9	> PART 6 Other Important Rules for Your Citibank Roth IRA	15
> PART 1 How the Citibank Roth IRA Works	9	Internal Revenue Service Form 5329	15
> PART 2 Who is Eligible to Have a Roth IRA?	9	Excess Contributions to a Roth IRA	15
Three Types of Contributions to Roth IRAs	9	Failed Conversions	15
Eligibility for Regular Contributions	9	Tax Code Penalties for Certain Uses of Your Citibank Roth IRA	15
> PART 3 Regular Contributions	10	Limits on How We May Invest Your Citibank Roth IRA	15
Maximum Amount, Deductibility and Deadline for Regular Contributions	10	Using Your IRA as Security for a Loan	15
Contributions to a Roth IRA	10	Your Roth IRA Balance Cannot Be Forfeited	15
Tax Credit for Certain Taxpayers	11	Approval by Internal Revenue Service	15
Contribution of Income Tax Refunds to Your IRA	11	For More Information	15
Nontaxable Combat Pay	11	> PART 7 Financial Disclosure Tables	16
Contributions That Exceed Limits	11		
> PART 4 Rollover Contribution	11		
> PART 5 Distribution from Your Citibank Roth IRA Distributions	13		
Distributions	13		
Distributions Before Age 59½	14		
Distribution Due to Disability	14		
Distribution for Health Insurance Premiums	14		
Distribution for Medical Expenses	14		
Distribution for Home Buyers	14		
Distribution for Education Expenses	14		
Distribution Due to Death	14		

II. Citibank Roth IRA Disclosure Statement

To acquaint you with the basic rules and tax considerations concerning your Roth Individual Retirement Account ("Roth IRA") established with Citibank, we are providing you with a Disclosure Statement as required by regulations of the Internal Revenue Service. This Disclosure Statement also illustrates the projected growth of the value of your Citibank Roth IRA based on certain assumptions.

Throughout the Disclosure Statement, you refers to the owner of a Citibank Roth IRA, and we refers to Citibank, N.A., the custodian of your Citibank Roth IRA. We encourage you to read the Disclosure Statement and keep it with your records.

Canceling Your Citibank Roth IRA If you change your mind about having a Roth IRA, you have 7 days from the date your Citibank Roth IRA is established to cancel it. Your Citibank Roth IRA is established as of the date shown on the written confirmation that we send to you. If you mail us your Application, assume that your Citibank Roth IRA is established three calendar days after you mail the Application.

If you cancel your Citibank Roth IRA within the 7-day period, we are still required to report the contribution (except a transfer contribution) and the distribution. We will refund any amounts you have given us, without adding any earnings or deducting any fees or other charges. To cancel, you may notify us by telephone, or in writing.

To notify us by telephone, call Retirement Plan Services at 1-800-695-5911*, and state that you want to cancel your Citibank IRA. For Text Telephone/TTY anywhere in the US, 1-800-788-6775. Representatives are available Monday through Friday 8:00 a.m. to 10:00 p.m. Eastern Time, and Saturday 9:00 a.m. to 5:30 p.m. Eastern Time.

To notify us in writing, use the following format:

"I cancel my Citibank Roth IRA"

Signature _____

(Print Full Name): _____

(Date): _____

(Print Address): _____

(Print last 4 digits of your social security number): _____

You must either bring us your cancellation notice or send it by mail. If you mail it, the postmark must be no later than the 7th day following the date your Citibank Roth IRA is established. Bring or send your notice to:

Retirement Plan Services
100 Citibank Drive
San Antonio, Texas 78245

If you have any questions about cancelling your Citibank Roth IRA, telephone us at 1-800-695-5911.* For Text Telephone/TTY anywhere in the US: 1-800-788-6775.

*To ensure quality service, calls are recorded.

> PART 1 How the Citibank Roth IRA Works

Your Citibank Roth IRA allows you to enjoy tax benefits while building a fund for your retirement and for the support of your beneficiaries after your death. A Roth IRA can permit the buildup of assets, and qualified distributions from a Roth IRA will be tax free. Contributions to a Roth IRA are not deductible from gross income. All of your Citibank Roth IRAs, even if in separate accounts, are considered to be part of the same Roth IRA.

If you withdraw funds before you reach age 59½, the withdrawal may be subject to a 10% tax penalty. Withdrawals can be made without the 10% tax penalty if you become permanently disabled or die, if you take a series of substantially equal periodic payments that meet the exemption requirements of the Tax Code; if distributions are used to pay medical expenses of more than 10% (7% for distributions prior to 2013) of adjusted gross income; for certain distributions used to pay health insurance premiums after separation from employment; for qualified first time homebuyer distributions (\$10,000 lifetime limit), or for

distributions used to pay for qualified higher education expenses.

The rest of this Disclosure Statement will discuss your Citibank Roth IRA in much greater detail, explaining many of the advantages, requirements and restrictions.

Key Terms are used throughout the Disclosure Statement:

- Your compensation consists of amounts you earn from personal services – wages, salaries, tips, professional fees, bonuses, commissions, and self-employment and partnership incomes. Compensation also includes taxable alimony received by a divorced spouse under a decree of divorce or separate maintenance. Compensation does not include earnings and profits from property, such as interest and dividends, or amounts not includable in gross income. It also does not include pensions or annuities or amounts received as deferred compensation.
- The tax year is the period for which you must report income on your federal income tax return. For most taxpayers, the tax year is the same as the calendar year – from January 1 to December 31.
- Whenever we refer to the Tax Code or the Internal Revenue Code, we mean the Internal Revenue Code of 1986, the regulations adopted under it, and any amendments that have been or are made to the Code and its regulations.
- Whenever we refer to a non-Roth IRA, we mean an individual retirement account or individual retirement annuity described in section 408(a) or 408(b) of the Tax Code, other than a Roth IRA.

A word about your legal responsibility: You are responsible for complying with the laws governing your Citibank Roth IRA. We will try to answer any questions you have but **Citibank does not act as your tax advisor**. We encourage you to consult your own lawyer, accountant, or other tax advisor to make sure you obtain all the tax advantages of having a Roth IRA while complying with the legal requirements.

> PART 2 Who Is Eligible to Have a Roth IRA?

Three Types of Contributions to Roth IRAs Only persons who meet certain eligibility requirements described in this Part 2, and who follow the rules explained in Part 3, are eligible to make regular contributions to a Roth IRA. Only persons who receive IRA assets that qualify for rollover or conversion treatment, as described in Part 4, are eligible to make rollover or conversion contributions to a Roth IRA.

A regular contribution is a contribution to a Roth IRA for a tax year that is made in cash. It may not be deducted on your federal income tax return.

You may make a regular contribution to an existing Roth IRA for the current tax year from your checking or savings account at another institution through an ACH transaction from that institution to your existing Citibank Roth IRA.

A rollover contribution is a contribution to a Roth IRA of any or all assets received from another Roth IRA. A rollover contribution continues the tax deferral on the assets deposited into the Roth IRA. A rollover contribution can also be received from designated Roth contributions in a 401(k), 403(b) or governmental 457(b).

A conversion contribution is a contribution to a Roth IRA of any or all assets received from a non-Roth IRA. A conversion contribution is taxable as ordinary income.

Eligibility for Regular Contributions The following persons are eligible to make regular contributions to a Roth IRA:

1. **All persons who work, and are within the modified adjusted gross income limits that permit contributions to Roth IRAs.** You can make a contribution to your Citibank Roth IRA for each tax year that you receive compensation.
2. **Spousal Roth IRA** Even if you do not receive compensation, or if you elect to be treated for Roth IRA purposes as not having compensation for the taxable year, you may still qualify for a Roth IRA if your spouse works. In that case, your working spouse can make contributions to a separate Citibank Roth IRA for you as well as to his or her own Citibank Roth IRA. Your spouse cannot make contributions to your Citibank Roth IRA for any tax year in which you and your spouse do not file a joint tax return.

> PART 3 Regular Contributions

Maximum Amount, Deductibility, and Deadline for Regular Contributions

WHO IS ELIGIBLE TO MAKE A REGULAR ROTH IRA CONTRIBUTION?

You are permitted to make regular contributions to your Roth IRA for any taxable year if you receive compensation for such taxable year. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employed. Members of the Armed Forces who serve in combat zones who receive compensation that is otherwise non-taxable are considered to have taxable compensation for purposes of making regular Roth IRA contributions. The amount which is permitted to be contributed depends upon your modified adjusted gross income (Modified AGI); your marital status; and your tax filing status discussed below.

CONTRIBUTIONS TO A ROTH IRA

Regular Roth IRA Contributions – The maximum amount you may contribute for any year is the lesser of 100% of your compensation or the "applicable annual dollar limitation" (described below). Your actual contribution limit depends upon your marital status, tax filing status, and your Modified AGI.

Applicable Annual Dollar Limitation

Tax Year	Contribution Limit
2008 through 2012	\$5,000
2013 through 2016	\$5,500

After 2008, the \$5,000 annual limit will be subject to cost-of living increases in increments of \$500, rounded to the lower increment. This means that it may take several years beyond 2016 for the \$5,500 annual limit to increase to \$6,000.

Catch-up Contributions – Beginning for 2002, if an individual has attained the age of 50 before the close of the taxable year for which an annual contribution is being made and meets the other eligibility requirements for making regular Roth IRA contributions, the annual Roth IRA contribution limit for that individual would be increased as follows:

Tax Year	Normal Limit	Additional Catch-up	Total Contribution
2007	\$4,000	\$1,000	\$5,000
2008-2012	\$5,000	\$1,000	\$6,000
2013-2016	\$5,500	\$1,000	\$6,500

The additional catch-up amount for Roth IRAs is not subject to Cost of Living Adjustments (COLAs).

All regular contributions (including catch-up contributions) to a Roth IRA are nondeductible. The maximum amount you may contribute to a Roth IRA is reduced by any contributions you make to all of your traditional IRAs for the same tax year.

Modified Adjusted Gross Income – The amount of your regular annual Roth IRA contribution depends upon your Modified Adjusted Gross Income (MAGI) for the taxable year and your marital status. If your MAGI is below a certain amount, you can contribute the entire contribution subject to the dollar limit. If your MAGI is above a certain amount, you cannot make any regular contribution to a Roth IRA. If your MAGI is between certain amounts, you are entitled to making a partial Roth IRA contribution. You are responsible for keeping track of your Roth IRA contributions so that you can report Roth IRA distributions on IRS Form 8606. Refer to the chart below for the MAGI ranges. Beginning in 2007, the MAGI ranges are subject to cost-of-living adjustments. Also refer to IRS Publication 590 for additional information.

	Married Participants Filing Jointly	Unmarried Participants	Married Participants Filing Separately
2010	\$167,000 - \$177,000	\$105,000 - \$120,000	\$0 - \$10,000
2011	\$169,000 - \$179,000	\$107,000 - \$122,000	\$0 - \$10,000
2012	\$173,000 - \$183,000	\$110,000 - \$125,000	\$0 - \$10,000
2013	\$178,000 - \$188,000	\$112,000 - \$127,000	\$0 - \$10,000
2014	\$181,000 - \$191,000	\$114,000 - \$129,000	\$0 - \$10,000
2015	\$183,000 - \$193,000	\$116,000 - \$131,000	\$0 - \$10,000
2016	\$184,000 - \$194,000	\$117,000 - \$132,000	\$0 - \$10,000

Spousal Roth IRAs – If you and your spouse file a joint tax return and have unequal compensation (including no compensation for one spouse or one spouse who chooses to be treated as receiving no compensation) you may establish separate Roth IRAs for each spouse. The total annual contribution limit for both Roth IRAs may not exceed 100% of the combined compensation for both spouses, but neither Roth IRA may accept more than the Applicable Annual Dollar Limitation per spouse, plus the additional catch-up amount, if applicable.

The maximum Roth IRA contribution for the spouse is then reduced by:

- (1) regular traditional IRA contributions made on behalf of such spouse; and
- (2) Roth IRA contributions made on behalf of such spouse.

This annual limit may be further reduced if the Modified AGI exceeds the levels discussed above.

\$200 Minimum Roth IRA Contribution – If you fall into any of the categories listed above, your minimum allowable Roth IRA contribution will be \$200 until phased out under the appropriate marital status. In other words, if your Roth IRA contribution amount calculated under the appropriate dollar amounts discussed above results in a contribution between \$0 and \$200, your permitted contribution is \$200 instead of the calculated amount. If the result is not a multiple of \$10, round up to the nearest \$10.

Modified AGI – Modified AGI does not include any conversions to a Roth IRA and included in income. Modified AGI is determined before deductible traditional IRA contributions. Effective for distributions after December 31, 2004, Modified AGI does not include any amounts that are required minimum distributions pursuant to section 408(a)(6) only for purposes of determining eligibility for conversion contributions.

Miscellaneous Contribution Rules – Contributions are permitted after you attain age 70½, so long as you have compensation and meet the AGI limits described above. Contributions are permitted regardless of whether you are an active participant in an employer-sponsored plan.

Special Rules for Qualified Reservist Distributions – Qualified Reservist Distributions withdrawn from a Roth IRA are eligible to be repaid to a Roth IRA within a 2-year period after the end of active duty. A Qualified Reservist Distribution is a distribution received from a Roth IRA by members of the National Guard or reservists who are called to active duty for a period of at least 180 days and such distribution is taken during the period of such active duty. This provision is retroactively effective with respect to distributions after September 11, 2001, for individuals called to active duty after September 11, 2001. The repayments are not treated as tax-free rollovers. Instead, the repayments become basis in the Roth IRA.

Tax Credit for Certain Taxpayers The saver's tax credit has been made permanent and you may be eligible for a credit to your federal income tax (not to exceed \$2,000, as indexed) for a percentage of your contributions to an IRA, 401(k) Plan or other qualified retirement plan. For tax year 2013, in order to qualify for the credit, adjusted gross income cannot be more than:

- \$59,000 if married filing jointly,
- \$44,250 if head of household, or
- \$29,500 if single, married filing separately or qualifying widow(er).

Contribution of Income Tax Refunds to Your IRA Taxpayers may elect to have a portion of their federal income tax refund deposited directly to their IRA beginning with the 2007 tax year. Rules relating to IRAs, including those relating to timing of contributions and amounts contributed, will still apply.

Nontaxable Combat Pay Nontaxable combat pay may be treated as compensation for IRA/Roth IRA contributions.

Contributions That Exceed Limits To the extent that your total regular contribution to a Roth IRA for a tax year exceeds the maximum amount you are permitted to contribute, it is an excess contribution. If you are not eligible to make a regular contribution to your Roth IRA for a tax year, the entire amount of the contribution for that year is an excess contribution.

You cannot deduct an excess contribution on your federal income tax return. In addition, you may be charged a nondeductible tax penalty of 6% of the excess contribution to the Roth IRA. This 6% tax penalty will be charged each year the excess contribution remains in your Roth IRA.

If you make an excess contribution, see "Rules For Avoiding Tax Penalty On Excess Contributions" in Part 6.

> PART 4 Rollover Contributions

If you receive assets from another Roth IRA or a non-Roth IRA, you may contribute part or all of them to your Citibank Roth IRA. IRA conversion contributions to a Roth IRA come from a non-Roth IRA. Rollover Roth IRA contributions to a Roth IRA come from another Roth IRA or from designated Roth Contributions in a 401(k); 403(b) plan or governmental 457(b). Separate rules apply to these two types of rollovers as described in Part 4.

Conversions from non-Roth IRAs A Roth Conversion IRA is a Roth IRA that accepts only IRA conversion contributions made during the same tax year. IRA conversion contributions are amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. Assets distributed from a non-Roth IRA will be reported to the IRS as a taxable distribution. If they are rolled over to a Roth IRA, they will not be subject to penalties for premature distributions.

Note: The rollover rules in this Part 4 only apply to the amounts you receive from Roth IRAs and non-Roth IRAs. A direct transfer from one Roth IRA to another – either at your request or that of the Roth IRA trustee or custodian – is not a rollover, can be made at any time and is not included in your gross income, as long as you do not receive any of it.

Note: For all Roth conversion IRAs and rollovers to your Roth IRA, you must roll over any assets you receive within 60 days of receiving them. Of course, above rules apply to rollovers and conversions from Citibank non-Roth IRAs.

Note: Effective after December 31, 2007, distributions from eligible retirement plans may be rolled over directly into a Roth IRA, but must meet rollover requirements of the retirement plan.

Special Rollover Rules for Military Death Gratuity and SGLI

Payments – In general the beneficiary of Death Gratuity and the SGLI (Servicemember's Group Life Insurance) may roll these payments into a Roth IRA in the name of the recipient of such payments, without regard to any adjusted gross income limitations.

Such Roth IRA will not be an inherited IRA but rather the Roth IRA will be in the beneficiary's own name. Such rule is effective with deaths occurring after June 17, 2008. However, if the payment was made due to a death that occurred after October 7, 2001, and before June 17, 2008, a recipient can still roll such amounts over to a Roth IRA as long as the rollover is completed by June 17, 2009.

The rollover to the Roth IRA must generally be completed within one year following the receipt of the payment. These payments are not taxable to the recipient. The trustee, custodian or issuer of the Roth IRA is not required to independently verify that such amounts are eligible to roll over to the Roth IRA. It is also important to note that recipients of these amounts may be a spouse or other family member, and the rollover would go into the Roth IRA as the recipient's own Roth IRA, not an inherited Roth IRA. Whether or not distributions from the Roth IRA are "qualified distributions" where the earnings would be tax-free would depend upon the 5-year aging period and reason for distribution applicable to any Roth IRA distribution that is a "qualified distribution".

For purposes of the ordering rules applicable to nonqualified distributions from Roth IRAs, these amounts are treated as contributions to the Roth IRA, not as conversions. This means that these amounts may be immediately withdrawn for any purpose and not be taxed or subject to penalty.

Rollover of Amounts Received in Airline Carrier Bankruptcy –

Effective December 11, 2008, a "qualified airline employee" may contribute any portion of an "airline payment" amount to a Roth IRA within 180 days of receipt of such payment (or, if later, within 180 days of the enactment of the Worker, Retiree and Employer Recovery Act of 2008). Such contribution is treated as a qualified rollover contribution to the Roth IRA, and as such, the airline payment is includible in gross income of the recipient to the extent it would be so includible were it not part of the rollover contribution.

An "airline payment" means any payment by a commercial airline carrier to a "qualified airline employee" that is paid: (1) under an order of a Federal bankruptcy court in a case filed after September 11, 2001, and before January 1, 2007; and (2) in respect of the employee's interest in a bankruptcy claim against the airline carrier.

In determining the amount that may be contributed to a Roth IRA, any reduction in the airline payment on account of employment tax withholding is disregarded. A "qualified airline employee" is an employee or former employee of a commercial passenger airline who was a participant in a qualified defined benefit plan maintained by the airline carrier that was terminated or became subject to the benefit accrual and other restrictions applicable to plans maintained by commercial passenger airlines.

Effective February 14, 2012, under the FAA Modernization and Reform Act of 2012 ("The Act") certain qualified airline employees may rollover or recharacterize to a Traditional IRA in lieu of a Roth IRA. The Act permits 'qualified airline employees' and their surviving spouses, who received an 'airline payment amount', and did not roll over any portion of such payment to a Roth IRA:

- To rollover now to a Traditional IRA 90% of the payment received, and the amount rolled over is excludible from income in the taxable year payment was made;
- The rollover must take place within 180 days after the receipt of the 'airline payment amount' or within 180 days of February 14, 2012, the date of enactment i.e., August 13, 2012, whichever is later.

Additionally, the Act permits 'qualified airline employees' and their surviving spouses who contributed all or a portion of an 'airline payment amount' previously to a Roth IRA:

- To recharacterize up to 90% of such amounts, to a traditional IRA;
- The recharacterization transfer must be made within 180 days of February 14, 2012, the date of enactment i.e. August 13, 2012;
- The IRA owner can then claim a refund of the Federal taxes they previously paid on such transferred funds if made under certain time frames;
- The amount rolled over will be excluded from income in the taxable year payment was made;
- The transfer must be 'trustee to trustee';
- The contribution amount (including any net income allocable to it), rolled into the traditional IRA, will be deemed to have been rolled over at the time of the rollover to the ROTH.

The Act does *not* apply to employees who in the taxable year or any preceding years, when payment were made, were chief executive officers ("CEO") or one of the 4 highest compensated officers (other than the CEO), whose total compensation had to be reported to shareholders (as required by Securities and Exchange Commission Act of 1934). The PATH Act of 2015 extended this rollover deadline to 180 after enactment or until June 15, 2016.

ROLLOVER ROTH IRAS

Rollover Contribution from Another Roth IRA – A rollover contribution from another Roth IRA is any amount you receive from one Roth IRA and within 60 days roll some or all of it over into another Roth IRA. You are not required to roll over the entire amount received from the first Roth IRA. However, any taxable amount (generally earnings) you do not roll over will be taxed at ordinary income tax rates for Federal income tax purposes and may be subject to the 10% additional income tax.

The following special rules also apply to rollovers between IRAs:

- The rollover must be completed no later than the 60th day after the day the distribution was received by you from the first Roth IRA. However, if the reason for distribution was for qualified first time home buyer expenses and there has been a delay or cancellation in the acquisition of such first home, the 60 day rollover period is increased to 120 days. This 60 day rollover period is also extended in cases of disaster or casualty beyond the reasonable control of the taxpayer.
- Beginning in 2015, you can make only one rollover from an IRA to another (or the same) IRA in any 12-month period, regardless of the number of IRAs you own. The limit will apply by aggregating all of an individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. (See IRS Publication 590-A for more information).
- The same property you receive in a distribution from the first Roth IRA must be the same property you roll over into the second Roth IRA. For example, if you receive a distribution from a Roth IRA of property, such as stocks, that same stock must be the property rolled over into the second Roth IRA.
- You are required to make an irrevocable election indicating that this transaction will be treated as a rollover contribution.
- You are not required to receive a complete distribution from your Roth IRA in order to make a rollover contribution into another Roth IRA, nor are you required to roll over the entire amount you received from the first Roth IRA into the second Roth IRA.
- If you inherit a Roth IRA due to the death of the participant, you may not roll this Roth IRA into your own Roth IRA unless you are the spouse of the deceased Roth IRA participant.

Rollovers From a Designated Roth Contribution Account Under

Employer-Sponsored Plans – Effective for Eligible Rollover Distributions after December 31, 2005, amounts attributable to the participant's Designated Roth Contribution Account under an employer's §401(k) plan or §403(b) plan are eligible to roll over to a Roth IRA as either a direct rollover or a 60-day rollover. After such

amounts have been rolled over to a Roth IRA, these amounts cannot be subsequently rolled back to an employer's plan.

Effect of 5-Year Aging – If the Roth IRA owner has already started the 5-year aging on any Roth IRA, the rollover of the Designated Roth Contribution Account under the employer's plan has the same 5-year period start date. However, if the Roth IRA owner establishes a Roth IRA for the first time with the rollover of the Designated Roth Contributions Account under the employer's plan, a new 5-year aging period starts with respect to the rollover amount, regardless of the period of participation in the employer's plan.

Effect on Ordering Rules for Subsequent Distributions from the Roth IRA – If a Roth IRA owner rolls over his or her Designated Roth Contributions Account under an employer's plan, the Roth IRA owner is responsible for keeping track of the rollover in the following manner for purposes of determining taxable distributions from the Roth IRA:

- If the distribution from the employer's plan is a "nonqualified distribution," the Roth IRA owner adds the basis amount (contributions) to his or her other regular Roth IRA contributions, and adds the earnings to the earnings.
- If the distribution from the employer's plan is a "qualified distribution," the Roth IRA owner adds the entire amount of the rollover to his or her other regular Roth IRA contributions.

Partial Rollovers – If a distribution representing the participant's Designated Roth Contribution Account is eligible to roll over and it is paid to the participant, and the participant rolls over to a Roth IRA only a portion of the distribution, the amount not rolled over is treated as first consisting of the nontaxable portion (the contributions). Thus, the amount rolled over is treated first as the taxable earnings and no amount is taxable to the participant if the amount of the rollover is equal to or greater than the amount of the earnings attributable to the distribution received by the employee. Proper adjustments to the ordering rules explained above are necessary in the case of a partial rollover.

Special Rollover Rules for Qualified Hurricane Distributions and the Kansas Disaster Area – Qualified Hurricane and Kansas Disaster Area Distributions withdrawn from a Roth IRA are eligible to be rolled over to a Roth IRA within a 3-year period after the eligible individual received such distribution. More information on Qualified Hurricane Distributions and other tax relief provisions applicable to affected individuals of Hurricanes Katrina, Rita or Wilma is in IRS Publication 4492. Taxpayers using these tax relief provisions must file Form 8915 with his or her Federal income tax return. More information on the Kansas Disaster Area is in IRS Publication 4492-A, including instructions for modifying Form 8915.

Special Rollover Rules for Midwestern Disaster Area Distributions referred to as "Qualified Disaster Recovery Assistance Distributions" – Qualified Disaster Recovery Assistance Distributions are eligible to be rolled over to a Roth IRA within a 3-year period after the eligible individual received such distribution. More information on the Midwestern Disaster Area is in IRS Publication 4492-B and Form 8930.

Special Rules for Qualified Settlement Income Received from Exxon Valdez Litigation – Any qualified taxpayer who receives qualified settlement income during the taxable year, at any time before the end of the taxable year in which such income was received, make one or more contributions to an eligible retirement plan of which such qualified taxpayer is a beneficiary in an aggregate amount not to exceed the lesser of: (a) \$100,000 (reduced by the amount of qualified settlement income contributed to an eligible retirement plan in prior taxable years); or (b) the amount of qualified settlement income received by the individual during the taxable year.

The contribution will be deemed made on the last day of the taxable year in which such income is received if the contribution is made on account of such taxable year and is made not later than the deadline for filing the income tax return for such year, not including extensions thereof.

If the settlement income is contributed to a Roth IRA such income is currently includible in the taxpayer's gross income and becomes basis in such Roth IRA.

A qualified taxpayer means:

1. Any individual who is a plaintiff in the civil action *In re Exxon Valdez*, No. 89-095-CV (HRH) (Consolidated) (D. Alaska); or
2. Any individual who is a beneficiary of the estate of such a plaintiff who acquired the right to receive qualified settlement income from that plaintiff and was the spouse or an immediate relative of that plaintiff.

Recharacterizations. You may be able to treat a contribution made to one type of IRA as having been made to a different type of IRA, or “undoing” a conversion (moving from a Roth IRA to a Traditional IRA). This is called a recharacterization.

How to recharacterize. To recharacterize a contribution, you generally must have the contribution plus any net income (or loss) allocable to the contribution transferred from the first IRA (the one to which it was made) to the second IRA in a trustee-to-trustee transfer. If the transfer is made by the due date (including extensions) for your tax return for the year for which the contribution was made, you can elect to treat the contribution as having been originally made to the second IRA instead of to the first IRA. It will be treated as having been made to the second IRA on the same date that it was actually made to the first IRA. You must report the recharacterization, and must treat the contribution as having been made to, and any net income earned in, the second IRA, instead of the first IRA, on your tax return for the year during which the contribution was made.

If you file your return timely without making the election, you can still make the choice by filing an amended return within six months of the due date of the return (excluding extensions).

Reconversions – Once an amount has been properly converted and then is recharacterized back to a traditional IRA, any subsequent conversion of that amount is called a “reconversion”. Effective January 1, 2000, an IRA owner who converts an amount from a traditional IRA to a Roth IRA during any taxable year and then recharacterizes that amount back to a traditional IRA may not reconvert that amount from the traditional IRA to a Roth IRA before the later of: (a) the taxable year following the taxable year in which the amount was first converted to a Roth IRA; or, (b) the end of the 30-day period beginning on the day on which the IRA owner recharacterizes the amount from the Roth IRA back to a traditional IRA. Any amount previously converted is adjusted for subsequent net income in determining the amount subject to the limitation on subsequent reconversions. Since adverse tax consequences could arise, it is recommended that you seek the advice of your own tax advisor.

Substantially Equal Payments – If a taxpayer converts a traditional IRA to a Roth IRA where the traditional IRA was subject to the substantially equal periodic payment exception, the same periodic payments must continue from the Roth IRA. However, for 1998 conversions where the taxpayer is using the 4-year spread rule, the payments from the Roth IRA will be subject to the income acceleration rule. Thus, in addition to the normal 1/4th amount, the substantially equal amount is also includible in the participant’s gross income for each year until the full taxable conversion has been so included. This rule also applies to 2010 conversions subject to the 2-year income spread.

Types of Plans Permitted to be Converted – Traditional regular IRAs, Rollover “conduit” IRAs, and SEP IRAs may be converted to a Roth IRA, so long as the taxpayer meets the eligibility requirements until 2010 when the conversion eligibility rules are eliminated. A SIMPLE IRA may also be converted to a Roth IRA, but only after such SIMPLE IRA is no longer subject to the 2-year holding period applicable to SIMPLE IRAs. Also, qualified plans §403(b) plans and governmental §457(b) plans may be converted to a Roth IRA.

Required Minimum Distributions – Any required minimum amount must first be distributed before any of the remaining amounts can be converted to the Roth IRA.

Required Distributions – Unlike a traditional IRA, you are not required to begin distributions when you attain age 70½. Also, the incidental death benefit requirements (referred to as MDIB) do not apply to the Roth IRA.

Death Distributions – If you die and you have a designated beneficiary, the balance in your Roth IRA will be distributed to your beneficiary over the beneficiary’s single life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of your death. However, if your spouse is your sole beneficiary, these distributions are not required to commence until the December 31st of the calendar year you would have attained the age of 70½, if that date is later than the required commencement date in the previous sentence. If you die and you do not have a designated beneficiary, the balance in your Roth IRA must be distributed no later than the December 31st of the calendar year that contains the fifth anniversary of your death.

INCOME TAX WITHHOLDING

All withdrawals from your Roth IRA (except the earnings attributable to a return of excess contributions) are not subject to Federal income tax withholding.

TRANSFERS

A direct transfer of all or a portion of your funds is permitted from this Roth IRA to another Roth IRA or visa versa. Transfers do not constitute a distribution since you are never in receipt of the funds. The monies are transferred directly to the new trustee or custodian. Transfers are neither subject to the 12-month restriction nor the 60 day rollover period usually associated with rollovers.

If you should transfer all or a portion of your Roth IRA to your former spouse’s Roth IRA under a divorce decree (or under a written instrument incident to divorce) or separation instrument, you will not be deemed to have made a taxable distribution, but merely a transfer. The portion so transferred will be treated at the time of the transfer as the Roth IRA of your spouse or former spouse. If your spouse is the beneficiary of your Roth IRA, in the event of your death, your spouse may “assume” your Roth IRA. The assumed Roth IRA is then treated as your surviving spouse’s Roth IRA.

> PART 5 Distribution from Your Citibank Roth IRA

Distributions You may at any time withdraw any or all of the balance in your Citibank Roth IRA. An amount paid to you or those you name as beneficiaries to receive the balance in your Citibank Roth IRA after your death is called a **distribution**.

Distributions are made in the following order—from regular contributions, then from amounts converted from traditional IRAs starting with the amount first converted, and then from any earnings.

Tax free distributions: Distributions free of federal income tax from a Roth IRA may be made after five or more years (i) when you are age 59½ or older; (ii) on account of your death or disability; or (iii) on account of a qualifying special purpose distribution such as the purchase of a home by first time home buyer (\$10,000 lifetime limit).

The five-year period will start on the first day of the tax year in which a regular or conversion contribution was first made for the Roth IRA.

A subsequent contribution or conversion will not start the running of a new five-year period. However, a separate five-year holding period for each conversion is used to determine whether a withdrawal may be subject to a recapture tax of 10% IRA premature distribution penalty for those under age 59½.

Taxable distributions: In the event the requirements for tax-free distributions are not met, the earnings on contributions will be taxed as ordinary income in the year they are withdrawn.

Contributions to Roth IRAs are non-deductible. They may be withdrawn at any time without tax consequences, and are deemed withdrawn prior to assets in Roth IRAs not previously taxed.

You may wish to consult with your tax advisor with regard to Roth IRA distributions.

Taxable distributions from your Roth IRA are subject to 10% income tax withholding by Citibank. The amount withheld is remitted to the IRS in prepayment of your federal income tax liability. You can elect in writing to waive withholding, in which case Citibank will not withhold taxes from your distribution.

(a) For 2009 you are not required to take a Distribution; therefore, you add one year to date payout, 5 year payout is required.

Distribution Before Age 59½. Since the Tax Code encourages use of a Roth IRA for your retirement, there is a non-deductible tax penalty of 10% of the taxable portion on a distribution made before you reach age 59½. This 10% tax penalty on a "premature distribution" does not apply to a distribution made because of your permanent disability or death; if you take a series of equal or substantially equal payments that meet the exemption requirements of the Tax Code; used to pay medical expenses of more than 10% of adjusted gross income, used to pay health insurance premiums after separation from employment in certain cases; used for qualified first time homebuyer distributions (\$10,000 lifetime limit); or used for certain qualified higher education expenses.

Beginning January 1, 2000, this 10% tax penalty does not apply to an IRS levy on an IRA.

Distribution Due to Disability. The 10% tax penalty on distributions prior to age 59½ will not apply if you become permanently disabled.

Permanent disability is defined under section 72(m)(7) of the Tax Code and means you cannot do any substantial gainful activity because of a medically determinable physical or mental condition that can be expected to last continuously for an indefinite time or lead to death.

Distribution for Health Insurance Premiums. The 10% tax penalty on distributions prior to age 59½ will not apply to amounts withdrawn to pay health insurance premiums if you are unemployed and receive federal or state unemployment compensation for 12 consecutive weeks (or if self-employed, you would have received unemployment compensation but for the fact of being self-employed), and you receive the distribution during that or the following tax year.

Distribution for Medical Expenses. The 10% tax penalty on distributions prior to age 59½ will not apply to amounts withdrawn to pay medical expenses of more than 10% of adjusted gross income.

Distribution for Home Buyers. The 10% tax penalty on distributions prior to age 59½ will not apply to distributions of up to a \$10,000 lifetime limit from your IRAs, to be used within 120 days of withdrawal to buy or build a home that will be your principal residence or that of your spouse, or of your or your spouse's child, grandchild, or ancestor, who must not have owned a home in the prior two year period.

Distribution for Education Expenses. The 10% tax penalty on distributions prior to age 59½ will not apply to distributions to pay your qualified higher education expenses, or those of your spouse, or of your or your spouse's child or grandchild, for attendance at a post-secondary education institution. Eligible qualified higher education expenses may be reduced by qualified scholarships and other payments.

Distribution Due to Death. Any taxable amount left in your Citibank Roth IRA at your death may be taxable as part of your estate. It will however, be eligible for the unlimited marital deduction if your beneficiary is your spouse, and for the unified credit. Your designation of a beneficiary will not be treated as a gift or subject you to federal gift taxes. Distributions to your beneficiary may be taxed as ordinary income. The 10% tax penalty for withdrawals before age 59½ does not apply to a distribution due to your death.

If you died before your entire interest is distributed to you and your surviving spouse is not the sole beneficiary, the entire remaining interest will at your election or, if you have not so elected, at the election of the beneficiary or beneficiaries, either:

- (a) Be distributed by December 31 of the fifth year after your death.
- (b) Be distributed over the life expectancy of your designated beneficiary starting no later than December 31 of the year following the year of your death.

If distributions do not begin by the date described in (b) distribution method (a) will apply. This must be elected by the end of the year that follows the year of your death.

In the case of distribution method (b) above, to determine the minimum annual payment for each year, divide your entire interest in the trust as of the close of business on December 31 of the preceding year by the life expectancy of the designated beneficiary using the attained age of the designated beneficiary as of the beneficiary's birthday in the year distributions are required to commence and subtract 1 for each subsequent year.

If you die before your entire interest is distributed to you and your surviving spouse is the sole beneficiary, the entire remaining interest will, at your election, or if you have not so elected, at the election of your spouse, can be treated as your spouse's own Roth IRA or distributions can be delayed until you would have reached age 70½.

Qualified Charitable Distributions (QCDs) – If a Roth IRA owner is exactly age 70½ or over, the Roth IRA owner may direct the Roth IRA trustee or custodian to transfer up to \$100,000 per year from the Roth IRA to a qualified charity. Such transfer will not be subject to Federal income taxes. Qualified Charitable Distributions may also be made by a beneficiary who is exactly age 70½ or over. Qualified Charitable Distributions are not subject to Federal income tax withholding. SEP IRAs or SIMPLE IRAs are not permitted to be transferred under this rule.

The amount transferred will be treated as coming from the taxable portion of Roth IRA and will be an exception to the ordering rules applicable to distributions from Roth IRAs. The tax-free transfer to a qualified charity applies only if the Roth IRA owner could otherwise receive a charitable deduction with respect to the transferred amount. In other words, it must be made to a qualified charitable organization that the taxpayer would have otherwise been able to take a tax deduction for making the charitable contribution. However, since such transfer will be tax-free, the taxpayer may not also take a charitable deduction on his or her tax return.

This provision is effective with respect to distributions transferred directly to a qualified charity beginning in 2006 through the end of 2009. The Tax Relief, Unemployment Compensation Reauthorization, and Job Creation Act of 2010 extended Qualified Charitable Distributions for 2010 and 2011 under the same rules that originally applied. Eligible taxpayers who make a Qualified Charitable Distribution during January 2011 may elect to treat such Qualified Charitable Distribution as made on December 31, 2010. The American Taxpayer Relief Act of 2012 extended QCDs for 2012 and 2013. Eligible taxpayers who make a Qualified Charitable Distribution during January 2013 may elect to treat such Qualified Charitable Distribution as made on December 31, 2012.

On December 16, 2014, the President signed the Tax Increase Prevention Act of 2014 to extend Qualified Charitable Distributions through the end of 2014 only. On December 18, 2015, the Protecting Americans from Tax Hikes Act of 2015 ("PATH") was signed into law and extended Qualified Charitable Distributions permanently retroactively for the 2015 year.

Although the Roth IRA trustee or custodian must pay the Qualified Charitable Distribution directly to the qualified charity, the taxpayer is responsible for substantiating and reporting the Qualified Charitable Distribution on his or her Federal income tax return. The trustee or custodian of the Roth IRA will report the amount transferred on IRS Form 1099-R as if the Roth IRA owner withdrew the money. After the Roth IRA trustee or custodian issues the payment in the name of the charity, the trustee or custodian may deliver the payment to the Roth IRA owner, who then would deliver the payment to the charity.

FEDERAL ESTATE AND GIFT TAXES

Generally there is no specific exclusion for Roth IRAs under the Federal estate tax rules. Therefore, in the event of your death, the value of your Roth IRA will be includable in your gross estate for Federal estate tax purposes. However, if your surviving spouse is the beneficiary of your Roth IRA, the value of your Roth IRA may qualify for the marital deduction available under Section 2056 of the Internal Revenue Code. A transfer of property for Federal gift tax purposes does not include an amount which a beneficiary receives from a Roth IRA plan.

Qualified Health Savings Account (HSA) Funding Distribution

Beginning in 2007, those covered by a high deductible health plan (HDHP) may be able to make a nontaxable direct trustee-to-trustee transfer to an HSA from a traditional or Roth IRA that would otherwise be included in income. The distribution will be nontaxable to the extent it is not more than the limit on annual HSA contributions. Generally, an individual can make only one non-taxable HSA funding distribution, but changes to HDHP coverage from self-only to family may permit an additional distribution during the same year.

> PART 6 Other Important Rules for Your Citibank Roth IRA

Internal Revenue Service Form 5329 You must file a Form 5329 (Additional Taxes on Qualified Plans (including Roth IRAs) and Other Tax-Favored Accounts) with the Internal Revenue Service for any tax year in which:

- You are subject to the 6% penalty for excess contributions; or
- You are subject to the 10% penalty for premature distributions; or
- You are subject to the 15% penalty for prohibited transactions (see below);

Rules for avoiding tax penalties on excess contributions. A 6% excise tax applies to any excess contribution to a Roth IRA.

Excess contributions. These are the contributions to your Roth IRAs for a year that equal the total of:

1. Amounts contributed for the tax year to your Roth IRAs (other than amounts properly and timely rolled over from a Roth IRA or properly converted from a traditional IRA, as described later) that are more than your contribution limit for the year, plus
2. Any excess contributions for the preceding year, reduced by the total of:
 - a) Any distributions out of your Roth IRAs for the year, plus
 - b) Your contribution limit for the year minus your contributions to all your IRAs for the year

Excess Contributions to a Roth IRA. Generally, an excess Roth IRA contribution is any contribution which exceeds the contribution limits. Such excess amount is subject to a 6% excise tax on the principal remaining amount of the excess each year until the excess is corrected.

Method of Withdrawing Excess in a Timely Manner – This 6% excise tax may be avoided, if the excess amount plus the earnings attributable to the excess are distributed to you by your tax filing deadline including extensions for the year during which the excess contribution was made. If you decide to correct your excess in this manner, the principle amount of the excess returned to you is not taxable; however, the earnings attributable to the excess are taxable to you in the year in which the contribution was made. In addition, if you are under age 59½, the earnings attributable to the excess amount are subject to a 10% additional income tax. This is the only method of correcting an excess contribution that will avoid the 6% excise tax. The earnings attributable to an excess contribution will always be taxable, even if you would otherwise meet the definition of a “qualified distribution” discussed later.

Undercontribution Method – If an excess is not corrected by the tax filing deadline, including extensions, for the year during which the excess contribution was made, such excess contribution may be applied, on a year-by-year basis, against the annual limit for regular Roth IRA contributions. However, in order to “carry over” the excess contribution and treat it as a contribution made for a subsequent year, the participant must meet the eligibility requirements for the subsequent

year. In addition, the taxpayer is subject to the 6% excise tax for the initial year and each subsequent year until the excess is used up.

Failed Conversions. In the event you converted amounts from a traditional IRA or SIMPLE IRA (including a transfer by redesignation) into a Roth IRA, and your modified adjusted gross income was greater than \$100,000 or your filing status was other than married filing separately, you made a failed conversion.

Adverse consequences. If the converted amount is not recharacterized, the contribution will be treated as a regular contribution to the Roth IRA and subject to the following tax consequences:

1. A 6% excise tax per year will apply to any excess contribution not withdrawn from the Roth IRA.
2. The distributions from the traditional IRA must be included in your gross income.
3. The 10% additional tax on early distributions may apply to any distribution.

How to avoid. To avoid this, you must move the amount converted (including all earnings from the date of conversion) into a traditional IRA by the due date (including extensions) for your tax return for the year for which you made the conversion to the Roth IRA. You do not have to include this distribution in income.

Tax Code Penalties for Certain Uses of Your Citibank Roth IRA. The Tax Code describes certain “prohibited transactions” you cannot engage in without loss of the tax-exempt status of your Citibank Roth IRA. Prohibited transactions include such things as selling part of your Roth IRA or borrowing money from your Roth IRA.

If your Roth IRA loses its tax-exempt status as a result of a prohibited transaction, you will have to include the entire tax deferred balance in your gross income for that year. Also, if you are not disabled or at least age 59½ at the time, the 10% penalty tax on premature distributions will be applicable to the balance.

Using your Roth IRA as Security for a Loan. If you pledge all or part of your Roth IRA as security for a loan, the amount pledged will be treated as distributed to you in the year pledged. Here again, you must include the amount pledged in your gross income and the 10% penalty tax on premature distributions will also be applicable if you are not disabled or age 59½ or older when you make the pledge.

Investing Your Roth IRA in Collectibles. If your Roth IRA invests in collectibles, the amount invested after 1981 is considered distributed to you in the year invested. This means that the tax advantages have been effectively eliminated. You may also have to pay the 10% penalty tax on premature distributions. **Collectibles** include artwork, rugs, antiques, metals, gems, stamps, alcoholic beverages, and certain other tangible personal property.

Limits on How We May Invest Your Citibank Roth IRA. The Tax Code prohibits us from investing any part of your Citibank Roth IRA in life insurance contracts. It also requires us to keep your Citibank Roth IRA's assets separate from assets of other depositors, except we may invest your Citibank Roth IRA in common trust funds or common investment funds to the extent permitted by law.

Your Roth IRA Balance Cannot be Forfeited. Your rights to the balance in your Citibank Roth IRA cannot be forfeited at any time. We may, however, be required by court order or other legal process to pay all or part of your Roth IRA to a judgment creditor. The amount so paid will be treated as distributed to you in the year paid. If you are not disabled and under age 59½, a portion of the amount paid will be included in your gross income and a 10% penalty tax will be applicable to the taxable amount of the amount paid.

Approval by Internal Revenue Service. This Citibank Roth IRA is a model custodial agreement following IRS form 5305-RA that has been automatically approved by the Internal Revenue Service. Approval by the Internal Revenue Service is a determination only as to the form and not the merits of your Citibank Roth IRA.

For More Information. You can obtain more information about Roth IRAs from any district office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590 (Individual Retirement Arrangements).

> PART 7 Financial Disclosure Tables

IRS regulations require the Custodian to provide you with a financial projected growth of your Roth IRA account based upon certain assumptions. The dollar amounts shown in Tables #1 and #2 are examples of increases in value of a Roth IRA if certain deposits are made and rates are maintained throughout the life of your Roth IRA. These are projections only and are not guaranteed amounts. The rates assumed may or may not be in effect throughout the life of your Roth IRA. The age specified in the tables is your age at the beginning of the year in which you opened your Roth IRA account. These tables reflect amounts which would be available at the end of the first five years and at the end of the years you attain age 60, 65 and 70.

The projections in Table #1 are based upon an annual deposit at the beginning of each year of \$1,000 earning 0.50% interest compounded annually and deposited in a 5 year time deposit.

The projections in Table #2 are based upon a one-time rollover deposit at the beginning of the year of \$1,000 earning 0.50% interest compounded annually and deposited in a 5 year time deposit.

Early withdrawal penalties may be imposed if any funds deposited in the account are withdrawn from the account prior to the maturity date of the account. Tables #1 and #2 reflect an early withdrawal penalty 180 days simple interest for years that the CD has not matured. Of course, if funds are withdrawn upon maturity of the deposit account, no penalty will be assessed.

Equivalent Rates: Tables #1 and #2 reflect an annual interest rate of 0.50% compounded daily with a 365/365 factor with an annual yield of 0.501%

The Custodian may charge reasonable fees or compensation for its services and it may deduct all reasonable expenses incurred by it in the administration of your Roth IRA, including any legal, accounting, distribution, transfer, termination or other designated fees. Currently the Custodian charges a \$75 transfer fee to transfer a part or all to another institution and a \$25 domestic/\$40 international outgoing wire transfer fee initiated at a branch. Any additional fees will be disclosed on an attachment hereto. The \$75 transfer fee is reflected in Tables I and II.

Fees There is a \$75 fee to transfer all or part of your IRA to another institution. There is a \$25 domestic/\$40 international outgoing wire transfer fee initiated at a branch.

By way of comparison, here is the value a Citibank Roth IRA (with \$1,000 contributed annually) would have at the end of each of the first five years, with and without the penalty (The \$75 transfer fee is reflected in the table below):

End of Year	1	2	3	4	5
Amount Available with Penalty	928	1,935	2,948	3,965	5,001
Amount Available without Penalty	930	1,940	2,955	3,975	5,001

By way of comparison, here is the value a Citibank Roth IRA (with one \$1,000 rollover contribution) would have at the end of each of the first five years, with and without the penalty (The \$75 transfer fee is reflected in the table below):

End of Year	1	2	3	4	5
Amount Available with Penalty	928	933	938	943	950
Amount Available without Penalty	930	935	940	945	950

Note: Variable rate investment options are not included in the financial disclosure tables which follow. This is because the interest rate changes on these options occur too frequently to make future projections accurate. Citibank will provide growth projections based on rates other than the one used in these tables on written request.

> TABLE 1 Value of Citibank Roth IRA with \$1,000 Contributed Annually

Age when Citibank Roth IRA is opened	Value at					
	Age 60		Age 65		Age 70	
	With Penalty	Without Penalty	With Penalty	Without Penalty	With Penalty	Without Penalty
18	\$46,650	\$46,765	\$52,893	\$53,023	\$59,294	\$59,439
19	\$45,420	\$45,532	\$51,631	\$51,759	\$58,000	\$58,143
20	\$44,305	\$44,305	\$50,501	\$50,501	\$56,853	\$56,853
21	\$42,979	\$43,084	\$49,130	\$49,249	\$55,436	\$55,570
22	\$41,767	\$41,869	\$47,887	\$48,004	\$54,161	\$54,293
23	\$40,561	\$40,660	\$46,650	\$46,765	\$52,893	\$53,023
24	\$39,361	\$39,458	\$45,420	\$45,532	\$51,631	\$51,759
25	\$38,261	\$38,261	\$44,305	\$44,305	\$50,501	\$50,501
26	\$36,981	\$37,070	\$42,979	\$43,084	\$49,130	\$49,249
27	\$35,798	\$35,886	\$41,767	\$41,869	\$47,887	\$48,004
28	\$34,622	\$34,707	\$40,561	\$40,660	\$46,650	\$46,765
29	\$33,451	\$33,534	\$39,361	\$39,458	\$45,420	\$45,532
30	\$32,366	\$32,366	\$38,261	\$38,261	\$44,305	\$44,305
31	\$31,132	\$31,205	\$36,981	\$37,070	\$42,979	\$43,084
32	\$29,979	\$30,049	\$35,798	\$35,886	\$41,767	\$41,869
33	\$28,832	\$28,900	\$34,622	\$34,707	\$40,561	\$40,660
34	\$27,690	\$27,755	\$33,451	\$33,534	\$39,361	\$39,458
35	\$26,617	\$26,617	\$32,366	\$32,366	\$38,261	\$38,261
36	\$25,422	\$25,484	\$31,132	\$31,205	\$36,981	\$37,070
37	\$24,303	\$24,357	\$29,979	\$30,049	\$35,798	\$35,886
38	\$23,178	\$23,235	\$28,832	\$28,900	\$34,622	\$34,707
39	\$22,065	\$22,119	\$27,690	\$27,755	\$33,451	\$33,534
40	\$21,009	\$21,009	\$26,617	\$26,617	\$32,366	\$32,366
41	\$19,856	\$19,904	\$25,422	\$25,484	\$31,132	\$31,205
42	\$18,759	\$18,805	\$24,303	\$24,357	\$29,979	\$30,049
43	\$17,667	\$17,711	\$23,178	\$23,235	\$28,832	\$28,900
44	\$16,581	\$16,622	\$22,065	\$22,119	\$27,690	\$27,755
45	\$15,539	\$15,539	\$21,009	\$21,009	\$26,617	\$26,617
46	\$14,426	\$14,462	\$19,856	\$19,904	\$25,422	\$25,484
47	\$13,356	\$13,389	\$18,759	\$18,805	\$24,303	\$24,357
48	\$12,292	\$12,322	\$17,667	\$17,711	\$23,178	\$23,235
49	\$11,233	\$11,261	\$16,581	\$16,622	\$22,065	\$22,119
50	\$10,204	\$10,204	\$15,539	\$15,539	\$21,009	\$21,009
51	\$9,131	\$9,153	\$14,426	\$14,462	\$19,856	\$19,904
52	\$8,087	\$8,107	\$13,356	\$13,389	\$18,759	\$18,805
53	\$7,049	\$7,066	\$12,292	\$12,322	\$17,667	\$17,711
54	\$6,016	\$6,031	\$11,233	\$11,261	\$16,581	\$16,622
55	\$5,001	\$5,001	\$10,204	\$10,204	\$15,539	\$15,539
56	\$3,965	\$3,975	\$9,131	\$9,153	\$14,426	\$14,462
57	\$2,948	\$2,955	\$8,087	\$8,107	\$13,356	\$13,389
58	\$1,935	\$1,940	\$7,049	\$7,066	\$12,292	\$12,322
59	\$928	\$930	\$6,016	\$6,031	\$11,233	\$11,261
60	\$0	\$0	\$5,001	\$5,001	\$10,204	\$10,204
61	\$0	\$0	\$3,965	\$3,975	\$9,131	\$9,153
62	\$0	\$0	\$2,948	\$2,955	\$8,087	\$8,107
63	\$0	\$0	\$1,935	\$1,940	\$7,049	\$7,066
64	\$0	\$0	\$928	\$930	\$6,016	\$6,031
65	\$0	\$0	\$0	\$0	\$5,001	\$5,001
66	\$0	\$0	\$0	\$0	\$3,965	\$3,975
67	\$0	\$0	\$0	\$0	\$2,948	\$2,955
68	\$0	\$0	\$0	\$0	\$1,935	\$1,940
69	\$0	\$0	\$0	\$0	\$928	\$930
70	\$0	\$0	\$0	\$0	\$0	\$0

> TABLE 2 Value of Citibank Roth IRA with Rollover Contribution

Age when Citibank Roth IRA is opened	Value at		Age 65		Age 70	
	Age 60 With Penalty	Without Penalty	With Penalty	Without Penalty	With Penalty	Without Penalty
18	\$1,155	\$1,158	\$1,186	\$1,189	\$1,218	\$1,221
19	\$1,149	\$1,152	\$1,180	\$1,183	\$1,211	\$1,215
20	\$1,146	\$1,146	\$1,177	\$1,177	\$1,208	\$1,208
21	\$1,137	\$1,140	\$1,167	\$1,170	\$1,199	\$1,202
22	\$1,131	\$1,134	\$1,161	\$1,164	\$1,192	\$1,195
23	\$1,125	\$1,128	\$1,155	\$1,158	\$1,186	\$1,189
24	\$1,119	\$1,122	\$1,149	\$1,152	\$1,180	\$1,183
25	\$1,116	\$1,116	\$1,146	\$1,146	\$1,177	\$1,177
26	\$1,107	\$1,110	\$1,137	\$1,140	\$1,167	\$1,170
27	\$1,101	\$1,104	\$1,131	\$1,134	\$1,161	\$1,164
28	\$1,095	\$1,098	\$1,125	\$1,128	\$1,155	\$1,158
29	\$1,089	\$1,092	\$1,119	\$1,122	\$1,149	\$1,152
30	\$1,086	\$1,086	\$1,116	\$1,116	\$1,146	\$1,146
31	\$1,078	\$1,081	\$1,107	\$1,110	\$1,137	\$1,140
32	\$1,072	\$1,075	\$1,101	\$1,104	\$1,131	\$1,134
33	\$1,066	\$1,069	\$1,095	\$1,098	\$1,125	\$1,128
34	\$1,061	\$1,063	\$1,089	\$1,092	\$1,119	\$1,122
35	\$1,058	\$1,058	\$1,086	\$1,086	\$1,116	\$1,116
36	\$1,049	\$1,052	\$1,078	\$1,081	\$1,107	\$1,110
37	\$1,044	\$1,047	\$1,072	\$1,075	\$1,101	\$1,104
38	\$1,038	\$1,041	\$1,066	\$1,069	\$1,095	\$1,098
39	\$1,033	\$1,035	\$1,061	\$1,063	\$1,089	\$1,092
40	\$1,030	\$1,030	\$1,058	\$1,058	\$1,086	\$1,086
41	\$1,022	\$1,024	\$1,049	\$1,052	\$1,078	\$1,081
42	\$1,016	\$1,019	\$1,044	\$1,047	\$1,072	\$1,075
43	\$1,011	\$1,013	\$1,038	\$1,041	\$1,066	\$1,069
44	\$1,005	\$1,005	\$1,033	\$1,035	\$1,061	\$1,063
45	\$1,003	\$1,008	\$1,030	\$1,030	\$1,058	\$1,058
46	\$995	\$997	\$1,022	\$1,024	\$1,049	\$1,052
47	\$989	\$992	\$1,016	\$1,019	\$1,044	\$1,047
48	\$984	\$987	\$1,011	\$1,013	\$1,038	\$1,041
49	\$979	\$981	\$1,005	\$1,008	\$1,033	\$1,035
50	\$976	\$976	\$1,003	\$1,003	\$1,030	\$1,030
51	\$968	\$971	\$995	\$997	\$1,022	\$1,024
52	\$963	\$966	\$989	\$992	\$1,016	\$1,019
53	\$958	\$961	\$984	\$987	\$1,011	\$1,013
54	\$953	\$955	\$979	\$981	\$1,005	\$1,008
55	\$950	\$950	\$976	\$976	\$1,003	\$1,003
56	\$943	\$945	\$968	\$971	\$995	\$997
57	\$938	\$940	\$963	\$966	\$989	\$992
58	\$933	\$935	\$958	\$961	\$984	\$987
59	\$928	\$930	\$953	\$955	\$979	\$981
60	\$0	\$0	\$950	\$950	\$976	\$976
61	\$0	\$0	\$943	\$945	\$968	\$971
62	\$0	\$0	\$938	\$940	\$963	\$966
63	\$0	\$0	\$933	\$935	\$958	\$961
64	\$0	\$0	\$928	\$930	\$953	\$955
65	\$0	\$0	\$0	\$0	\$950	\$950
66	\$0	\$0	\$0	\$0	\$943	\$945
67	\$0	\$0	\$0	\$0	\$938	\$940
68	\$0	\$0	\$0	\$0	\$933	\$935
69	\$0	\$0	\$0	\$0	\$928	\$930
70	\$0	\$0	\$0	\$0	\$0	\$0

Custodial Agreement

III. Citibank Roth IRA Custodial Agreement	19	> General Instructions	21
> Article I	19	> Specific Instructions	22
> Article II	19		
> Article III	19		
> Article IV	19		
> Article V	19		
> Article VI	19		
> Article VII	19		
> Article VIII	19		
> Article IX	19		
Setting Up Your Citibank Roth IRA	19		
Contributions	19		
Distributions	20		
Investing Your Citibank Roth IRA	20		
Naming a Beneficiary	20		
Spousal Beneficiary Provisions	20		
Responsibility for Determining Eligibility for Conversion Contributions	20		
Combining Regular Roth IRA Contributions with Roth Conversion Contributions	20		
Death Benefit Default Provisions	20		
Fees, Expenses, and Other Charges	20		
Reports and Statements	20		
Our Responsibility as Custodian	20		
Changing Custodians	21		
Controversies	21		
Communications	21		
Selling or Transferring Your Interest	21		
Amendments	21		
Governing Law	21		

III. Citibank Roth IRA Custodial Agreement

Form 5305-RA, Under Section 408A of the Internal Revenue Code (Rev. March 2002)

You are, as depositor, establishing a Roth individual retirement account (Roth IRA) under section 408A to provide for your retirement and for the support of your beneficiaries after death.

Citibank, N.A., as custodian, has provided you with the disclosure statement required by Regulations section 1.408-6.

You, as depositor, and we, as the custodian, make the following agreement:

> Article I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

> Article II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the custodian will not accept IRA Conversion Contributions in a tax year if the depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

> Article III

The depositor's interest in the balance in the custodial account is nonforfeitable.

> Article IV

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

> Article V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death,

over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.

- (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above 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 designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1 from the divisor for each subsequent year.
 3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

> Article VI

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

> Article VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A and the related regulations will be invalid.

> Article VIII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Roth IRA adoption agreement.

> Article IX

1. Setting Up Your Citibank Roth IRA

This agreement governs your Citibank Roth Individual Retirement Account (Roth IRA). "Depositor" and "you" refer to the owner of a Citibank Roth IRA, "We" and "Citibank" refer to Citibank, N.A., the custodian of your Citibank Roth IRA, a national banking association organized under the laws of the United States, with a principal business office at 399 Park Avenue, New York, New York 10043.

Your Citibank Roth IRA will be established by our acceptance of your application in which you appoint Citibank to be custodian of your Citibank Roth IRA. The application is part of this agreement. We will send you a written confirmation of our acceptance of your application showing the date your Roth IRA is established. This agreement takes effect on that date. As custodian, we will treat your Citibank Roth IRA according to the terms of this agreement.

You agree to comply with all legal requirements governing a Roth IRA (see the accompanying Disclosure Statement). Whenever a contribution is made to your Citibank Roth IRA or you direct a distribution from it, you will be considered to have affirmed to us that your action meets all the legal requirements. These include conditions on eligibility, and amounts of, and deadlines for, making contributions and distributions. We can rely on your affirmation and we are not responsible for any errors you may make concerning your Citibank Roth IRA.

2. Contributions

Regular contributions made to a Roth IRA are not deductible from your gross income; and distributions after five years that are made when you are age 59½ or on account of death, disability, or a qualifying special purpose distribution, including the purchase of a home by a first-time homebuyer (\$10,000 lifetime limit), are not includible in gross income. Roth IRAs can be used to hold: IRA Conversions Contributions received from a non-Roth IRA, or SIMPLE IRAs that meet their two-year holding period, as well as SEP-IRAs and amounts rolled over or transferred from another Roth IRA,

and annual cash contributions of up to the maximum permitted by law. A non-Roth IRA is an individual retirement account or annuity described in Internal Revenue Code section 408(a) or 408(b), other than a Roth IRA.

You may be subject to a 6% tax on excess contributions if (1) you have made contributions to other individual retirement arrangements for the same tax year, (2) your adjusted gross income exceeds the applicable limits in Article 2 for the tax year, or (3) your and your spouse's compensation does not exceed the amount contributed for the tax year.

3. **Distributions.** You may at any time withdraw any or all of the balance in your Citibank Roth IRA. Any amount paid to you or your beneficiaries is called a distribution. Before distributing any amount from your Citibank Roth IRA, we must receive a signed distribution request form we provide, that gives the reason for the distribution, together with any other documents we may require. We may take a reasonable time, up to 30 days, before making a distribution. If the balance in your Citibank Roth IRA is less than \$1,500 at the start of the tax year in which a distribution is to be made, we may pay the entire balance in one single sum. If the payment option in effect would result in each payment being less than \$100, we may switch to less frequent payments (for example, from monthly to quarterly to annual payments).
4. **Investing Your Citibank Roth IRA.** Whenever a contribution is made to your Citibank Roth IRA, you will direct us in writing, on a form we provide, to place the amount in one or more of the investment options that we then offer for Citibank Roth IRAs. These options may consist of regular savings accounts, time deposits and other interest paying deposits of Citibank, or other banks to the extent permitted by law, and such other investment options as we may offer from time to time. In case you do not give clear, written directions, we can either hold the contribution uninvested until we receive such directions or we can invest the amount in our liquid Insured Money Market Account (IMMA).

You can shift your Citibank Roth IRA's assets among the investment options offered at the time such a shift is to occur. To do so, you must use the forms we provide and follow the rules on minimum accounts, frequency and charges for investment shifts that we may reasonably establish from time to time. Investment shifts will be subject to penalties required or permitted by law for ending time deposits before maturity.

If you are eligible under rules that we establish from time to time, you may choose to have your Citibank Roth IRA individually managed by us under a separate additional agreement, in which case this section does not apply.

We will keep the assets of your Citibank Roth IRA separate from other assets, except that, to the extent permitted by law, we may place all or part of your Citibank Roth IRA in one or more common trust funds or common investment funds which is now or hereafter established and administered by Citibank. If we do so, the written document establishing each such trust fund or investment fund, as amended from time to time, will be part of this agreement.

5. **Naming a Beneficiary.** You can name your estate, a trust or one or more persons to be the beneficiary of your Citibank Roth IRA. You can change any beneficiary at any time and as often as you want. Any designation or change of beneficiary must be in writing on a form we provide, is not effective until we receive it, and revokes any prior designation of beneficiary.

If you name more than one primary beneficiary, we will assume you want payments made to the survivors in equal shares, unless you notify us differently. If no primary beneficiary survives, we will assume you want payments made to the survivors of your secondary beneficiaries in equal shares unless you notify us differently. If no beneficiary survives you, if no beneficiary designation is in effect, or if your beneficiary is your estate, we will pay the balance in your Citibank Roth IRA to your estate. In case a beneficiary is a minor, we can discharge all our obligations as custodian by paying the minor's parent or legal guardian or an adult with whom the minor resides.

6. **Spousal Beneficiary Provisions.** Notwithstanding the provisions of Article 5.03, if the Depositor's only primary beneficiary is the surviving spouse, such spouse may elect to be treated as a non-spouse beneficiary for purposes of the provisions of Articles 5.01 and 5.02, but including the special rule provided under section 401(a)(9) (B)(iv) of the Code. Thus, a surviving spouse beneficiary may remain the beneficiary of the deceased spouse's Roth IRA and be able to take death distributions under the five year rule or the exception to the five year rule, including the ability to wait to begin receiving distributions over his or her single life expectancy by December 31 of the year the deceased spouse would have attained the age of 70½ had he or she lived, if this date is later than the December 31 immediately following the year of death. In addition, if the surviving spouse is not the sole beneficiary of the Roth IRA, in addition to the provisions of Articles 5.01 and 5.02, the surviving spouse beneficiary may elect to treat his or her beneficial portion of the deceased spouse's Roth IRA as his or her own Roth IRA.
7. **Responsibility for Determining Eligibility for Conversion Contributions.** Notwithstanding the provisions of the third sentence of Article II, the Depositor agrees to be solely responsible for determining eligibility to convert any of the Depositor's traditional IRAs or an employer's plan to a Roth IRA. The conversion eligibility requirements are eliminated for years after December 31, 2009.
8. **Combining Regular Roth IRA Contributions with Roth Conversion Contributions.** The Depositor may combine regular Roth IRA contributions in the same Roth IRA account as Roth IRA conversion contributions. The Depositor agrees to designate each deposit as either a regular Roth IRA contribution (and the tax year to which it relates) or a Roth IRA conversion contribution. The Depositor further agrees that he/she will be solely responsible for any recordkeeping of such deposits as determined or required by the Internal Revenue Service, including but not limited to, the timing, ordering and taxation of any distributions.
9. **Death Benefit Default Provisions.** If the Depositor dies and the beneficiary does not select a method of distribution described in Article V, Section 5.01(a) or (b) by the December 31st following the year of the Depositor's death, then distributions will be made pursuant to the single life expectancy of the Designated Beneficiary determined in accordance with IRS regulations. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the account.
10. **Fees, Expenses and Other Charges.** You agree to pay us reasonable compensation for our services as custodian and to reimburse us for any reasonable expenses we incur in administering your Citibank Roth IRA. You accept our fee schedule in effect when this agreement takes effect, and any subsequent changes in our fees that we may reasonably make. We will give you written notice of any change in our fees at least 30 days before the change takes place. We may deduct any applicable fees or expenses from your Citibank Roth IRA, any penalties required or permitted by law for early termination of time deposits and any applicable taxes.
11. **Reports and Statements.** If you do not object to a report or statement within 60 days after we send it to you, you will be considered to have approved it. In such case, your approval will release us of all responsibility for matters covered by the report or statement and is as binding as though report or statement had been settled by a court's decree. You agree to provide any information that we may need to comply with reporting requirements.
12. **Our Responsibility as Custodian.** We will exercise reasonable care and prudence as custodian of your Citibank Roth IRA. However, we will not be liable for any losses sustained by your Citibank Roth IRA unless they are caused by gross negligence, bad faith or willful misconduct on our part. We may not engage in any transaction prohibited by Section 4975 of the Internal Revenue Code. We have no responsibility for determining or advising you of any tax or other consequences of your actions involving your Citibank Roth

IRA. Citibank is not liable for any tax or other consequences, nor for any penalties incurred in connection with contributions to, or distributions or transfers from, your Citibank Roth IRA. After any transfer or distribution from your Citibank Roth IRA, we have no further liability as to the amounts paid. The transfer of the entire balance in your Citibank Roth IRA, or its complete distribution terminates your Citibank Roth IRA, this agreement and our responsibility as custodian.

13. **Changing Custodians.** You can change your custodian by writing to us to appoint a new trustee or custodian and giving us the new trustee's or custodian's written acceptance of the appointment. We will transfer your Citibank Roth IRA within 60 days after we receive the written appointment and acceptance.

We can resign as custodian by giving you written notice. The resignation will take effect on the 60th day after we give you the notice or upon your appointment of a new trustee or custodian, whichever comes first. If you object to any amendment to this agreement for which your consent is required, we will be considered to have resigned as of the date the amendment would have become effective. If we do not receive your written appointment of a new trustee or custodian, and the new trustee's or custodian's acceptance, by the time our resignation takes effect, we can terminate your Citibank Roth IRA by doing any of the following:

- Pay the entire balance in a single sum; or
- Transfer the balance in your Citibank Roth IRA to a new trustee or custodian that is a bank, trust company or other person who meets the requirements of Section 408A of the Internal Revenue Code. Any new trustee or custodian will have the same powers and duties that we have under this agreement.

Before any transfer to a new trustee or custodian or distribution of the balance, we may deduct our fees or expenses, any applicable taxes, and any penalty required or permitted by law if a time deposit is ended before maturity.

14. **Controversies.** You agree to repay us for any losses, liabilities or expenses we may have arising out of your Citibank Roth IRA, other than those arising out of our failure to perform the duties that we have under this agreement.

In the event of any dispute or controversy as to the person or persons entitled to receive distribution from your Citibank Roth IRA, we may delay payment until the question is resolved by arbitration. We may apply at any time for arbitration concerning your Citibank Roth IRA. In order to settle all controversies and other matters concerning your Citibank Roth IRA, the only persons that must be given an opportunity to participate in the proceedings are Citibank and you or your legal representative.

If we are involved in a proceeding, your Citibank Roth IRA, whether it is begun by us or someone else, any expenses we incur (including legal and accounting fees) must be paid by you and may be deducted by us from the balance of your Citibank Roth IRA.

Any claims or controversies with the trustee related to this trust agreement are subject to arbitration in accordance with the agreement to arbitrate disputes contained in part 4 of the General Rules Governing your Roth IRA.

15. **Communications.** Notices to us concerning your Citibank Roth IRA, including your directions or instructions, must be in writing. Notices to us must be delivered in person or sent by registered or certified mail, return receipt requested, to the mailing address we specify. No notice to us will be considered given until we receive it. We can rely on any writing that we believe is signed by you or someone authorized to act for you, and we will not be liable for any action we take in reliance on the writing.

Notices from us, including reports and statements, will be in writing. We may mail notices by ordinary mail or deliver them in person or by delivery service to you at your address shown on the application, or any other address you specify. If statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding

information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. If you have your retirement plan account linked to a Citibank checking account, you will receive a statement. Quarterly Keogh statements are produced for statement cycles ending during January, April, July and October of every year. If we learn of your death, any notices required may be sent to your beneficiaries or the legal representative of your estate. Notices to your beneficiaries or others interested in your Citibank IRA may be mailed or delivered to the last known address shown in our records. We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address. A notice will be considered given when mailed or delivered by us.

16. **Selling or Transferring Your Interest.** Your Citibank Roth IRA is exclusively for the benefit of you or your beneficiaries. You cannot sell, assign or otherwise transfer any interest in your Citibank Roth IRA or use it as security for a loan, except to the extent permitted by law. We will not recognize the sale, assignment or other transfer of any part of your Citibank Roth IRA, except to the extent required by law.

You may transfer all or part of your interest in your Citibank Roth IRA to your former spouse in conjunction with a divorce. The interest will be treated as an IRA of your former spouse. We will make the transfer when we receive a certified copy of the divorce or separation instrument and any other documents we may require. You will be responsible for the penalties required or permitted by law for ending a deposit before maturity and any applicable fees, expenses or taxes.

17. **Amendments.** This agreement will be considered amended automatically to comply with any changes required to keep your Citibank Roth IRA in compliance with the Internal Revenue Code or other applicable law. We will give you notice of any amendment for which your consent is required and any amendment required by law.

Any amendment requiring your consent will take effect as of the 60th day after we give you notice unless we receive your written objection within the 60 day notice period. If you do not object within the 60 day notice period, we will be considered to have resigned as custodian on the date amendments would have become effective.

18. **Governing Law.** This agreement and your Citibank Roth IRA Plan are governed by Federal Law and to the extent not preempted by Federal Law or otherwise inapplicable, the laws of the state of New York without giving effect to the principals of conflicts of law.

> General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A and has been preapproved by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after 5 years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

Definitions

IRA Conversion Contributions. IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a nonRoth IRA to a retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

> Specific Instructions

Article I. The depositor may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the depositor have been made for the same tax year, (2) the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year. The depositor should see the disclosure statement or Pub. 590 for more information.

Article V. This article describes how distributions will be made from the Roth IRA after the depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the depositor's intent. Under paragraph 3 of Article V, the depositor's spouse is treated as the owner of the Roth IRA upon the death of the depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

1-800-695-5911*
www.citibankonline.com

*To ensure quality service, calls are recorded.



Important Changes to Your Citibank Retirement Plan & Coverdell Education Plan

Please Read and Retain with Your Important Account Records

Maximum Contribution Amounts for Traditional IRAs and Roth IRAs

Contribution amounts for traditional IRAs and Roth IRAs are shown below. You can contribute to an IRA as long as you or your spouse has earned income and, for a traditional IRA, during any taxable year prior to the taxable year you attain age 70½. If you are age 50 or older by December 31 of the year indicated below, you may be eligible to make additional “catch-up” contributions to your traditional IRA or Roth IRA for that tax year:

Tax Year Beginning in	Maximum Contribution Amount	Maximum Contribution Amount for Age 50 or Older
2018	\$5,500	\$6,500
2019	\$6,000	\$7,000

Important Note: Processing Timelines

Processing Timeline for 2018 after-year Contributions:
April 1, 2019

In order to ensure the timely processing of your 2018 after-year contributions by the IRS tax filing deadline of April 15, 2019, we encourage you to submit your requests by April 1, 2019.

Deductibility of Contributions to Traditional IRAs

If you are covered by a tax-qualified plan, and you file a single return (other than a married individual filing a separate return), your contribution is deductible based on modified adjusted gross income (MAGI):

Tax Year Beginning in	Fully Deductible if MAGI is:	Partially Deductible if MAGI is:	Not Deductible if MAGI is:
2018	≤ \$63,000	> \$63,000 but < \$73,000	≥ \$73,000
2019	≤ \$64,000	> \$64,000 but < \$74,000	≥ \$74,000

If you are married and file a joint return, and you are covered by a tax-qualified plan, your contribution is deductible based on the following MAGI:

Tax Year Beginning in	Fully Deductible if MAGI is:	Partially Deductible if MAGI is:	Not Deductible if MAGI is:
2018	≤ \$101,000	> \$101,000 but < \$121,000	≥ \$121,000
2019	≤ \$103,000	> \$103,000 but < \$123,000	≥ \$123,000

If you are married and file a joint return, and your spouse is covered by a tax-qualified plan but you are not, tax deductibility for your contributions based on MAGI is:

Tax Year Beginning in	Fully Deductible if MAGI is:	Partially Deductible if MAGI is:	Not Deductible if MAGI is:
2018	≤ \$189,000	> \$189,000 but < \$199,000	≥ \$199,000
2019	≤ \$193,000	> \$193,000 but < \$203,000	≥ \$203,000

Eligibility of Contribution to Roth IRAs

If you are a single filer, head of household, or married but filing separately and did not live with your spouse at any time during the year, your contribution amount may be limited based on MAGI:

Tax Year Beginning in	Full contribution if MAGI is:	Partial contribution if MAGI is:	No Contribution Permitted if MAGI is:
2018	≤ \$120,000	> \$120,000 but < \$135,000	≥ \$135,000
2019	≤ \$122,000	> \$122,000 but < \$137,000	≥ \$137,000

If you are married and file a joint return, your contribution amount may be limited based on MAGI:

Tax Year Beginning in	Full contribution if MAGI is:	Partial contribution if MAGI is:	No Contribution Permitted if MAGI is:
2018	≤ \$189,000	> \$189,000 but < \$199,000	≥ \$199,000
2019	≤ \$193,000	> \$193,000 but < \$203,000	≥ \$203,000

If you are married and file a separate return and you lived with your spouse at any time during the year, your contribution amount may be limited based on MAGI:

Tax Year Beginning in	Partial contribution if MAGI is:	No Contribution Permitted if MAGI is:
2018	≥ \$0 but < \$10,000	≥ \$10,000
2019	≥ \$0 but < \$10,000	≥ \$10,000

Maximum Contribution Amounts to Keogh Plans

The maximum compensation for determining current year contributions for Profit Sharing Keogh Plans and Money Purchase Keogh Plans is \$275,000 for tax year 2018 and \$280,000 for tax year 2019.

The contribution limit for Profit Sharing Keogh Plans and Money Purchase Keogh Plans is the lesser of \$55,000 or 25% of annual compensation for tax year 2018 and \$56,000 or 25% of annual compensation for tax year 2019.

Maximum Contribution Amounts to SEP Plans

The maximum compensation for determining current year contributions for SEPs is \$275,000 for tax year 2018 and \$280,000 for tax year 2019.

The contribution limit for SEPs is the lesser of \$55,000 or 25% of annual compensation for tax year 2018 and \$56,000 or 25% of annual compensation for tax year 2019.

Maximum Elective Deferral for SARSEPS

The maximum elective deferral for SARSEPS is \$18,500 or 25% of annual compensation, whichever is less for tax year 2018, and 25% of annual compensation or \$19,000 for 2019.

The catch-up limit for age 50 or older is \$6,000 for tax years 2018 and 2019.

Eligibility for Regular Contributions to a Coverdell Education Savings Account (CESA)

Full contributions. Single grantors with modified adjusted gross income up to \$95,000, and married grantors filing jointly with modified adjusted gross income up to \$190,000, can make full contributions.

Partial contributions. Single grantors with modified adjusted gross income between \$95,000 and \$110,000 can make contributions reduced proportionally for modified adjusted gross income over \$95,000.

Married grantors filing jointly with modified adjusted gross income between \$190,000 and \$220,000 can make contributions reduced proportionally for modified adjusted gross income over \$190,000.

No contributions. Single grantors with modified adjusted gross income over \$110,000, married grantors filing jointly with modified adjusted gross income over \$220,000 cannot contribute.

Tax Credit for Certain Taxpayers

The Retirement Savings Contribution Credit (formerly known as the Saver's Tax Credit) has been made permanent and you may be eligible for a credit to your federal income tax (not to exceed \$1,000 for single taxpayers or \$2,000 if married filing jointly, as indexed) for a percentage of your contributions to an IRA, 401(k) Plan or other qualified retirement plan. For tax year 2019, in order to qualify for the credit, modified adjusted gross income cannot be more than:

\$64,000 if married filing jointly,

\$48,000 if head of household, or

\$32,000 if single, married filing separately or qualifying widow(er).

Tax Filing Extensions for Certain Taxpayers

Taxpayers residing in covered disaster areas may be eligible for certain tax filing extensions issued by the IRS that could extend the deadline for some IRA contributions. Please consult your tax advisor or contact the IRS to determine if an extension applies.

FDIC-Insured Investments in Your Citibank, N.A. IRA/Roth IRA/Keogh Plan

Your insured deposits in your IRA (and those of your other taxqualified retirement plans for which you have the right to direct funds into a specific insured institution) are insured by the Federal Deposit Insurance Corporation (FDIC) for up to a total of \$250,000. This insurance is separate from and in addition to any FDIC insurance on your other Citibank, N.A. accounts.

FDIC-insured investments (Insured Money Market Accounts, CDs, and Day-to-Day Savings) held in your Citibank, N.A. IRA/Roth IRA/Keogh Plan are deposits of Citibank, N.A.

If You are Planning a Change of Address

To ensure uninterrupted delivery of your statements, be sure to contact Citibank if you are planning to move. If you move to another state, the tax withholding laws of your new state will supersede any prior tax withholding elections you may have previously made. Consult your tax advisor for more information.

Electronic Withdrawal/Distribution Form Available

IRA clients with a valid email address and mobile phone number on file may be eligible to receive the IRA withdrawal/distribution form electronically. Contact us to update your information and receive and submit your form electronically when you take IRA withdrawals/distributions.

Tax Advisory

Citibank does not offer tax advice. Please be sure to consult your tax advisor for your own situation.

Fees

There is a \$75 fee to transfer all or part of your IRA/Roth IRA/SEPIRA, CESA, or Keogh Plan to another institution.

There is a \$35 domestic/\$45 international wire transfer fee. There is a \$12 domestic/\$25 international fee for clients who request overnight delivery of checks.

Acknowledgments

If you do not object to a financial transaction(s) within 60 days after you receive a notice and/or statement, you will be deemed to have approved the transaction.

Any federal withholding tax correction(s) may only be made within the same year the transaction occurred.

Any state withholding tax correction(s) may only be made within the quarter the transaction occurred.

Important Change with Respect to Recharacterization of IRA Contributions

Under certain circumstances, an IRA owner may treat a contribution made to one type of IRA as having been made to a different type of IRA. This is called recharacterizing the contribution. If the amount of the contribution, plus any income earned thereon, is timely transferred to the second IRA, the account holder may treat the contribution as having been originally made to the second IRA (as of the date of the original contribution). A recharacterization must be done in the form of a trustee-to-trustee transfer.

Effective January 1, 2018, pursuant to the Tax Cuts and Jobs Act (Pub. L. No. 115-97), a conversion from a traditional IRA, SEP or SIMPLE to a Roth IRA may not be recharacterized. The new law also prohibits recharacterizing amounts rolled over to a Roth IRA from other retirement plans, such as 401(k) or 403(b) plans. A Roth IRA conversion done for tax year 2017 may be recharacterized as a contribution to a traditional IRA if the recharacterization was performed by October 15, 2018. A Roth IRA conversion performed on or after January 1, 2018, cannot be recharacterized. Other types of IRA contributions generally remain eligible for recharacterization.

Tax Relief for Presidentially Declared Disaster Areas

The Internal Revenue Service (IRS) provides tax relief and assistance to taxpayers in the Presidential Disaster Areas. Covered disaster areas are identified as federally declared disaster areas in News Releases issued by the IRS after the disaster. For information about the definition of an affected taxpayer and more information on the relief for victims, please visit the IRS.gov website at www.irs.gov/newsroom/tax-relief-in-disaster-situations.

Taxpayers who live outside of the impacted area and think they may qualify for this relief can contact the IRS at 866-562-5227.

Contact Us

For questions, please contact us at 1-800-695-5911 Monday-Friday 8:00 a.m. to 10:00 p.m. (ET), or Saturday 9:00 a.m. to 5:30 p.m. (ET).

To ensure quality service, calls may be recorded. For speech or hearing impaired customers, please use TTY Telephone Service at 1-800-788-6775.

Retirement Plan Services provides account services for Citibank, N.A.

Citi, Citi and Arc Design, and Citibank are trademarks and service marks of Citigroup Inc. and are used and registered throughout the world. Citibank, N.A. is custodian of the Citibank IRA, Roth IRA, and CESA, and trustee of the Keogh Plan.

© 2019 Citibank, N.A., member FDIC.

R118 01/19