

# Eagle Family of Funds SIMPLE IRA Disclosure Statement

## General Information

Please read the following information together with the Individual Retirement Account Custodial Agreement and the Prospectus(es) for the Fund(s) you select for investment.

## General Principles

### 1. Are There Different Types of IRAs or Other Tax Deferred Accounts?

Yes. Upon creation of a tax deferred account, you must designate that the account is a Savings Incentive Matched Plan for Employees of Small Employers (SIMPLE) IRA.

- In a SIMPLE IRA, employee contributions are not deductible by participants from their income on Form 1040. Instead, employee salary reduction contributions to a SIMPLE IRA are not included in the “Wages, tips, other compensation” box of Form W-2, Wage and Tax Statement, and are not reported as income on your Form 1040.

A SIMPLE IRA is a custodial account created for the exclusive benefit of the beneficiary – you (or your spouse). U.S. Bank, National Association serves as Custodian of the account. You, your spouse’s or your beneficiary’s (as applicable) interest in the account is nonforfeitable.

### 2. Can I Revoke My Account?

This account may be revoked any time within seven calendar days after it is established by mailing or delivering a written request for revocation to: Eagle Family of Funds, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701. If the revocation is mailed, the date of the postmark (or the date of certification if sent by certified or registered mail) will be considered the revocation date. Upon proper revocation, a full refund of the initial contribution will be issued, without any adjustments for items such as administrative fees or fluctuations in market value. You may always redeem your account after this time, but the amounts distributed to you will be subject to the tax rules applicable upon distribution from a tax deferred account as discussed later and the redemption amount will be subject to market fluctuations.

### 3. Financial Disclosure

Contributions made to a SIMPLE IRA will be invested, at your election, in one or more of the regulated investment companies for which Eagle Asset Management serves as Investment Advisor or any other regulated investment company designated by Eagle Family of Funds. No part of the account(s) may be invested in life insurance contracts; further, the assets of the account(s) may not be commingled with other property.

Information about the shares of each mutual fund available for investment by your account(s) must be furnished to

you in the form of a prospectus governed by rules of the Securities and Exchange Commission. Please refer to the prospectus for detailed information concerning your mutual fund. You may obtain further information concerning IRAs and Coverdell Education Savings Accounts from any District Office of the Internal Revenue Service. You can also obtain further information concerning IRAs by accessing IRS Publication 590 on the IRS web site at <http://www.irs.gov>.

Fees and other expenses of maintaining the account(s) may be charged to you or the account(s). The current fee schedule is per account and shown below:

SIMPLE IRA annual maintenance fee	\$15.00*
Transfer to successor trustee	\$25.00
Refund of excess contribution	\$25.00
Federal wire fee	\$15.00

\*capped at \$30.00 per Social Security number.

(An account is defined as an investment in a single regulated investment company within a Mutual Fund complex, regardless of whether your account number is the same for more than one fund.)

If you decide not to prepay the annual maintenance fee, it will be deducted from your account(s) after September 15th of each year, and enough shares will be redeemed to cover the fee. The Custodian may change the fees payable in connection with the custodial account without prior notification.

The method for computing and allocating annual earnings on your IRA will differ based on the investments chosen. Refer to the investment prospectus for the methods used for computing and allocating annual earnings. The growth in value of your IRA is neither guaranteed nor protected.

## Disclosure Statement for SIMPLE IRAs

### 1. Am I Eligible to Contribute to a SIMPLE IRA?

Employees with compensation income and self-employed individuals with earned income of at least \$5,000 during any 2 years before the current calendar year and expects to receive at least \$5,000 during the current calendar year may participate in a SIMPLE IRA Plan. The employer can use less restrictive eligibility requirements, but not more restrictive. (For convenience, all future references to compensation are deemed to mean “earned income” in the case of a self-employed individual.) Employers generally must also contribute to Traditional IRAs established for the benefit of their employees.

### 2. When Can I Make Contributions?

You may make regular contributions to your SIMPLE IRA any time. The employer must deposit the employees’ salary

reduction contributions to the SIMPLE IRA within 30 days after the end of the month in which the employee would have received them in cash. The Employer must make matching contributions or nonelective contributions by the due date (including extensions) of the employer's federal income tax return for the year. Employer contributions to a SIMPLE Plan may be continued after you attain age 70½. Eligible rollover contributions and transfers may be made at any time, including after you reach age 70½.

**3. How Much May I Contribute to a SIMPLE IRA?**

Year	2015	2016
Contribution Limit	\$12,500	\$12,500

You may make annual contributions to a SIMPLE IRA in any amount up to 100% of your compensation for the year or the maximum contribution shown in the table above, whichever is less. Qualifying rollover contributions and transfers are not subject to these limitations. All contributions must be in cash, check, Automated Clearing House (ACH) or wire.

If you are age 50 or older by the end of the year, you may make additional "catch-up" contributions to a SIMPLE IRA. The "catch-up" contribution limit is \$3,000 in 2015 and \$3,000 in 2016, potentially subject to cost of living adjustments for future years.

**4. Can I Rollover or Transfer Amounts from Other IRAs or Employer Plans?**

You are allowed to "roll over" a distribution, i.e., transfer your assets from one SIMPLE IRA to another, without any tax liability. Rollovers between SIMPLE IRAs may be made once every 12 months and must be accomplished within 60 days after the distribution. Beginning in 2015, just one 60 day rollover is allowed in any 12 month period, inclusive of all Traditional, Roth, SEP, and SIMPLE IRAs owned.

In general, strict limitations apply to rollovers, and you should seek competent advice in order to comply with all of the rules governing rollovers.

**5. Are My Contributions to a SIMPLE IRA Tax Deductible?**

In a SIMPLE IRA, employee contributions are not deductible by participants from their income on Form 1040. Instead, employee salary reduction contributions to a SIMPLE IRA are not included in the "Wages, tips, other compensation" box of Form W-2, Wage and Tax Statement, and are not reported as income on your Form 1040.

**6. Savers Credit for SIMPLE IRA Contributions:**

A credit of up to \$1,000, or up to \$2,000 if married filing jointly, may be available to certain taxpayers having a joint AGI of less than \$61,000 in 2015, or \$61,500 in 2016. The credit may also be available to certain taxpayers who are heads of household with an AGI of less than \$45,750 in 2015, or \$46,125 in 2016, or

married individuals filing separately and singles with an AGI less than \$30,500 in 2015, or \$30,750 in 2016. Some of the restrictions that apply include:

- the individual must be at least 18;
- not a full-time student;
- not declared as a dependent on another taxpayer's return; or
- any distribution from most retirement plans (qualified and non-qualified) will decrease the eligible contribution.

**7. What if I Make an Excess Contribution?**

Contributions that exceed the allowable maximum for federal income tax purposes are treated as excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be added to your income tax for each year in which the excess contribution remains in your account.

**8. How Do I Correct an Excess Contribution?**

If you make a contribution in excess of your allowable maximum, you may correct the excess contribution and avoid the 6% penalty tax under Section 4973 of the Internal Revenue Code for that year by withdrawing the excess contribution and its earnings on or before the due date, including extensions, of the tax return for the tax year for which the contribution was made (generally October 15th). Any earnings on the withdrawn excess contribution may be subject to a 10% early distribution penalty tax if you are under age 59½. In addition, in certain cases an excess contribution may be withdrawn after the time for filing your tax return. Finally, excess contributions for one year may be carried forward and applied against the contribution limitation in succeeding years.

**9. Can a Savings and Incentive Match Plan for Employees of Small Employers ("SIMPLE") Be Used in Conjunction with a Traditional IRA?**

A Traditional IRA may also be used in connection with a SIMPLE Plan established by your employer (or by you if you are self-employed). When this is done, the IRA is known as a SIMPLE IRA, although it is similar to a Traditional IRA with the exceptions described below. Under a SIMPLE Plan, you may elect to have your employer make salary reduction contributions to your SIMPLE IRA up to \$12,500 in 2015 and \$12,500 in 2016. The limits may be adjusted periodically for cost of living increases. In addition, your employer will contribute certain amounts to your SIMPLE IRA, either as a matching contribution to those participants who make salary reduction contributions or as a non-elective contribution to all eligible participants whether or not they make salary reduction contributions. A number of special rules apply to SIMPLE Plans, including (1) a SIMPLE Plan generally is available only to employers with fewer than 100 employees, (2) contributions must be made on behalf of all employees of the employer (other

than bargaining unit employees) who satisfy certain minimum participation requirements, (3) contributions are made to a special SIMPLE IRA that is separate and apart from your other IRAs, (4) if you withdraw from your SIMPLE IRA during the two-year period during which you first began participation in the SIMPLE Plan, the early distribution excise tax (if otherwise applicable) is increased to 25%; and (5) during this two-year period, any amount withdrawn may be rolled over tax-free only into another SIMPLE IRA (and not to a Traditional IRA (that is not a SIMPLE IRA) or to a Roth IRA). It is your responsibility and that of your employer to see that contributions in excess of normal IRA limits are made under and in accordance with a valid SIMPLE Plan.

If you participate in any other qualified plan and have salary reduction contributions, the salary reduction contributions under a SIMPLE IRA count toward the overall annual limit of \$18,000 in 2015 and \$18,000 in 2016.

Please note that IRS Model 5304-SIMPLE IRA and 5305- SA Forms must be provided to any participating SIMPLE- IRA Employee.

#### ***10. When Must Distributions from a SIMPLE IRA Begin?***

You must begin receiving the assets in your account no later than April 1 following the calendar year in which you reach age 70½.

#### ***11. How are Required Minimum Distributions Computed?***

A required minimum distribution (“RMD”) is determined by dividing the account balance (as of the prior calendar year end) by the distribution period. For lifetime RMDs, there is a uniform distribution period for almost all IRA owners of the same age. The uniform distribution period table is based on the joint life and last survivor expectancy of an individual and a hypothetical beneficiary 10 years younger. However, if the IRA owner’s sole beneficiary is his/her spouse and the spouse is more than 10 years younger than the account owner, then a longer distribution period based upon the joint life and last survivor life expectancy of the IRA owner and spouse will apply. An IRA owner may, however, elect to take more than his/her RMD at any time.

#### ***12. What happens if I do not take my RMD?***

A federal excise tax penalty under Section 4974 of the Internal Revenue Code may be imposed against you if the RMD is not made for the year you reach age 70½ and for each year thereafter. The penalty is equal to 50% of the amount by which the actual distribution is less than the required minimum.

#### ***13. Are There Distribution Rules that Apply after My Death?***

Yes. If you die before receiving the balance of your Traditional IRA, distribution of your remaining account balance is subject

to several special rules. If you die on or after your required beginning date, the designated beneficiary can stretch payments out over the longer of the beneficiary’s remaining life expectancy (using the age of the beneficiary in the year following the year of your death) or your remaining life expectancy (determined using your age in the year of your death) beginning in the year after the year of your death and reduced by 1.0 for each succeeding year. If you die before your required beginning date, your remaining interest may either (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or (ii) begin to be distributed by December 31 of the year following your death over a period not exceeding the life expectancy or expectancies of your designated beneficiary or beneficiaries.

Two additional distribution options are available if your spouse is the beneficiary: (i) payments to your spouse may commence as late as December 31 of the year you would have attained age 70½ and be distributed over a period not exceeding the life expectancy of your spouse, or (ii) your spouse can simply elect to treat your IRA as his or her own, in which case distributions will be required to commence by April 1 following the calendar year in which your spouse attains age 70½.

#### ***14. How do the RMD Rules Impact my Designated Beneficiary or Beneficiaries?***

The RMD rules provide for the determination of your designated beneficiary or beneficiaries as of September 30 of the year following your death. Consequently, any beneficiary may be eliminated for purposes of calculating the RMD by the distribution of that beneficiary’s benefit, through a valid disclaimer between your death and the end of September following the year of your death, or by dividing your IRA account into separate accounts for each of several designated beneficiaries you may have designated.

#### ***15. How Are Distributions From a SIMPLE IRA Taxed for Federal Income Tax Purposes?***

Amounts distributed to you are generally includable in your gross income in the taxable year you receive them and are taxable as ordinary income.

You must elect the withholding treatment of your distribution, as described below. No distribution to you or anyone else from a SIMPLE IRA can qualify for capital gains treatment under the federal income tax laws. Similarly, you are not entitled to the special five- or ten-year averaging rule for lump-sum distributions that may be available to persons receiving distributions from certain other types of retirement plans. Historically, so-called “excess distributions” to you as well as “excess accumulations” remaining in your account as of your date of death were subject to additional taxes. These additional taxes no longer apply.

Any distribution that is properly rolled over will not be includable in your gross income.

#### **16. Are There Penalties for Early Distribution from a SIMPLE IRA?**

Distributions from your SIMPLE IRA made before age 59½ will be subject (in addition to ordinary income tax) to a 10% non-deductible penalty tax or 25% if the distribution is within 2 years of when you first participated in the SIMPLE IRA PLAN unless (i) the distribution is made because of your death, disability, or as part of a series of substantially equal periodic payments over your life expectancy or the joint life expectancy of you and your beneficiary, (ii) the distribution is made for unreimbursed medical expenses in excess of 7.5% of adjusted gross income or is made for reimbursement of medical premiums while you are unemployed, (iii) the distribution is made to pay for certain higher education expenses for you, your spouse, your child, your grandchild, or the child or grandchild of your spouse, (iv) subject to various limits, the distribution is used to purchase a first home or, in limited cases, a second or subsequent home for you, your spouse, or you or your spouse's child, grandchild or ancestor, (v) the distribution is an exempt withdrawal of an excess contribution, (vi) the distribution is made due to an IRS tax levy, or (vii) the distribution is made by member of the Armed Forces Reserve called to active duty for either a period exceeding 179 days or for an indefinite period and is effective for members called to active duty. The penalty tax may also be avoided if the distribution is rolled over to another SIMPLE IRA.

#### **17. What If I Engage in a Prohibited Transaction?**

If you engage in a "prohibited transaction," as defined in Section 4975 of the Internal Revenue Code, your account will be disqualified, and the entire balance in your account will be treated as if distributed to you and will be taxable to you as ordinary income. Examples of prohibited transactions are:

- a. the sale, exchange, or leasing of any property between you and your account;
- b. the lending of money or other extensions of credit between you and your account; or
- c. the furnishing of goods, services, or facilities between you and your account.

#### **18. What If I Pledge My Account?**

If you use (pledge) all or part of your SIMPLE IRA as security for a loan, then the portion so pledged will be treated as if distributed to you and will be taxable to you as ordinary income during the year in which you make such pledge. The 10% penalty tax on early distributions or 25% penalty tax on distributions made within 2 years of first participating in the SIMPLE Plan may also apply in addition to ordinary income taxes.

#### **19. How Are Contributions to a SIMPLE IRA Reported for Federal Tax Purposes?**

Employee contributions to a SIMPLE IRA are not deductible by participants from their income on Form 1040. Instead, employee salary reduction contributions to a SIMPLE IRA are not included in the "Wages, tips, other compensation" box of Form W-2, Wage and Tax Statement, and are not reported as income on your Form 1040. Other reporting will be required by you in the event that special taxes or penalties described herein are due. You must also file Form 5329 with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE IRA.

#### **20. Income Tax Withholding**

You must indicate on distribution requests whether or not federal tax should be withheld. Distribution requests without a federal withholding statement require the Custodian to withhold federal tax in accordance with IRS regulations. State withholding may also apply.

#### **21. Other Information**

The form of your SIMPLE IRA Plan has been approved by the Internal Revenue Service. The Internal Revenue Service approval is a determination only as to the form of the Plan and does not represent a determination of the merits of the Plan as adopted by you. You may obtain further information with respect to your SIMPLE IRA from any district office of the Internal Revenue Service.

Information about the shares of each mutual fund available for investment by your SIMPLE IRA must be furnished to you in the form of a prospectus governed by rules of the Securities and Exchange Commission. Please refer to the prospectus for detailed information concerning your mutual fund.

### **SIMPLE Individual Retirement Custodial Account (Under section 408(p) of the Internal Revenue Code)**

The participant named above is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiary after death.

The custodian named above has given the participant the disclosure statement required by Regulations section 1.408-6.

The participant and the custodian make the following agreement:

#### **Article I**

The Custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the custodian.

#### **Article II**

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

#### **Article III**

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 IV**

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
  - (a) A single sum or
  - (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the participant dies on or after the required beginning date and:

(i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

(b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.

4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.
  5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
  3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

#### *Article VI*

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

#### *Article VII*

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

#### *Article VIII*

Article VIII may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code.

**In the event that any investment held in the account is liquidated or, at our sole discretion, otherwise becomes unavailable as a permissible investment, the liquidation or other proceeds shall be invested in accordance with your instructions. If such instructions are unclear, unavailable or incomplete, the liquidation and any other proceeds will be invested in a taxable money market fund until such time complete instructions are received.**

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

#### *Article V*

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