

Tax-Sheltered Custodial Account Agreement



Important: This is your copy of the Agreement

The purpose of this Agreement (the Agreement) is to establish a Tax-Sheltered Custodial Account under Code section 403(b)(7) on behalf of each Employee named in the Ameriprise Financial Services, Inc. Tax-Sheltered Custodial Account Agreement Application (the Application). This agreement is not intended for use in connection with employer sponsored 403(b) plans subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Ameriprise Trust Company will serve as Custodian of the Account. The parties to this Agreement, as evidenced in the Application noted above agree to the mutual terms, conditions and benefits set forth in this Agreement. In the case of a conflict with any provision of an employer sponsored plan document, the terms of this agreement will control.

Article I Definitions

- 1.1 **Account** means a tax-sheltered custodial account established on behalf of the Employee and, when the context so implies, the assets of the Account.
- 1.2 **Code** means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and administrative pronouncements under it.
- 1.3 **Compensation** means compensation of the Employee received from the Employer for a taxable year of the Employee.
- 1.4 **Custodian** means Ameriprise Trust Company, or its successor, which qualifies to serve as custodian in the manner prescribed by Code section 401(f)(2).
- 1.5 **Employee** means a person who is regularly employed by the Employer and for whom the Account is being established and maintained.
- 1.6 **Employer** means any corporation or other entity described in Code section 403(b)(1)(A) that is: described in Code section 501(c)(3) as exempt from taxation under Code section 501(a); or an educational organization described in Code section 170(b)(1)(A)(ii).
- 1.7 **Salary Reduction Agreement** means a binding contract executed by the Employee and filed with the Employer, authorizing a reduction in future compensation and under which the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Account.

All other words, terms and phrases not specifically defined will have the meaning given them under the Code.

Article 2 Contributions

- 2.1 (a) The Custodian may accept cash contributions from the Employer made under a Salary Reduction Agreement. The total amount of contributions made in the Employee's tax year to this Account (and to any other custodial account or annuity described in Code section 403(b)) cannot exceed the lesser of the maximum contribution amounts that Code sections 415(c) and 402(g) permit the Employee to exclude from gross income for the year, subject to catch-up contributions as permitted under Code section 414(v).
(b) If contributions are made by Employer direct or matching contributions under a governmental plan as defined in Code section 414(d), total excludable contributions cannot exceed the lesser of the maximum contribution amounts in Code Section 415(c) and any plan contributions made under a Salary Reduction Agreement cannot exceed the maximum contribution amount under Code section 402(g).
- 2.2 The Custodian will not have any duty to determine whether contributions to the Account for the Employee exceed the maximum contribution amount referred to in Section 2.1 or be held liable to any party or any other person for failing to determine whether the maximum contribution amount was exceeded. Upon timely receipt of a written request, the Custodian may return the portion of any contribution that exceeds the maximum contribution amount described in Section 2.1.
- 2.3 Notwithstanding any other provision of this Article 2,
 - (a) The Custodian may accept an eligible rollover contribution from a qualified plan as described in Code section 401(a), a custodial account or annuity as described in Code section 403(b), an eligible deferred compensation plan maintained by a state or local government as described in Code section 457, or an individual retirement account or annuity as described in Code section 408. However, no rollover contribution will be permitted to this Account to the extent it consists of amounts contributed as after-tax contributions.
 - (b) The Custodian may accept a transfer of proceeds from an existing Code section 403(b) custodial account or annuity in the manner and to the extent permissible under the Code.
 - (c) All eligible rollover contributions and transfers will be made in a form and manner acceptable to the Custodian. Once accepted by the Custodian, these amounts will be treated as Employer contributions under this Agreement. The Custodian will not be responsible for the propriety of any of these contributions.

Article 3 Investments

- 3.1 All contributions received by the Custodian will be credited to the Account and invested in certain regulated investment companies (mutual funds) according to the Employee's written instructions (or telephone instructions, if telephone procedures are in effect) within a reasonable period of time after receipt of the contributions. If instructions are not received, or in the opinion of the Custodian are unclear, the Custodian may hold all or any portion of the contributions in cash, without liability for loss of income, appreciation or interest, pending receipt of adequate instructions. The Custodian will advise the Employee of the required form and manner of investment instructions. Notwithstanding the foregoing, the Custodian shall have no management or control over the investment of the assets of the Account, and shall have no discretion as to the investments of the Account.
- 3.2 Contributions to the Account will be invested in shares of one or more domestic corporations or business trusts, each of which is a regulated investment company, as defined in the Code. Each issues only redeemable shares, has an investment advisory agreement and/or a distribution agreement with Ameriprise Financial Services, Inc. (or any of its affiliated or associated companies) and has agreed to offer shares as funding vehicles for the Account.
- 3.3 Any distributions of shares will be credited to the Account. If given an election to receive a distribution in shares or in cash or other property, the Custodian will elect to receive shares.

- 3.4 Any sales charges attributable to the purchase of such shares will be charged to the Account.
- 3.5 The Employee may instruct the Custodian to redeem any or all of the shares in the Account and reinvest the proceeds in other available regulated investment company shares by giving written instructions (or telephone instructions, if applicable) in a form and manner acceptable to the Custodian. Any transaction must conform to the current prospectus for the shares being purchased.
- 3.6 The record ownership of all shares will be registered in the name of the Custodian or its nominee. The beneficial owner of each share will be the Employee. Shares will be voted according to the written instructions, if any, of the Employee. By establishing or maintaining the Account, the Depositor (or Depositor's designated beneficiary following the death of the Depositor) hereby directs the Custodian to, and the Custodian may, in the absence of written instructions from the Depositor, vote any Shares held in the Account for which no timely voting instructions are received in proportionately the same manner as Shares timely voted by such Fund's other shareholders. If Depositor (or Depositor's designated beneficiary following the death of Depositor) maintains a brokerage account through Ameriprise Financial Services, Inc. for Depositor's Tax Sheltered Custodial Account, the Depositor hereby directs the Custodian to, and the Custodian will, in absence of written instructions from the Depositor, cause the proxies for all holdings (including Shares) in the brokerage account to be voted in accordance with the procedures established by Ameriprise Financial Services, Inc.'s proxy solicitation vendor.

Article 4 Distributions

- 4.1 After the Employee reaches age 59½, the assets held under the Account may be distributed for any reason. Distributions shall be made in any of the forms described in section 4.3. Before the Employee reaches age 59½, the assets held under the Account may be distributed, in accordance with the Code, only when the Employee: has a severance from employment; becomes disabled (as defined in Code section 72(m)(7)); dies; or encounters financial hardship. A distribution described above may be subject to any applicable penalty tax and to income tax withholding.
- 4.2 Financial hardship distributions may be made only from assets attributable to assets held as of December 31, 1988, and from amounts contributed thereafter under a Salary Reduction Agreement (not including earnings on those amounts). A financial hardship distribution will be made only if the Custodian determines that the Employee has an immediate financial need. Distributions will be made in a single sum payment, according to written instructions in a form and manner acceptable to the Custodian.
- 4.3 The Custodian does not maintain records that identify pre-1987 account balances for purposes of the potential beneficial treatment accorded such balances in applying the required minimum distribution regulations promulgated under Code section 401(a)(9) separately to pre-1987 account balances. The Employee's entire interest in the Account must be, or begin to be, distributed by the Employee's required beginning date (April 1 following the calendar year in which the Employee reaches age 70 ½ or, if later, the date the Employee retires). By that date, the Employee must make a written election, in a form and manner acceptable to the Custodian, to have the balance in the Account distributed as follows:

- (a) In a single sum payment.
- (b) As a direct rollover of all, or any portion, of an "eligible rollover distribution" from the Account as described in Code section 403(b)(10).
- (c) If the assets in the Account are sufficient and a systematic redemption plan is available, a plan that provides for equal or substantially equal payments made at least annually over the life or life expectancy of the Employee, or lives or life expectancies of the Employee and a designated beneficiary.
- (d) Under any combination of the methods of distribution described above that are acceptable to the Custodian and in compliance with the Code and any applicable Plan.

If the Employee fails to elect one of the distribution methods described above, the Employee will be deemed to have elected equal annual payments over the period determined from the Uniform Lifetime table under Treasury Regulations section 1.401(a)(9)-9. However, the Custodian will have no liability to the Employee for any tax (including 20 percent federal income tax withholding), tax penalty or damages resulting from these payments or any inadvertent failure by the Custodian to make such a payment.

- 4.4 Determination of benefits and distributions will be made according to the terms of the Code and any applicable Plan. If the Employee dies before his or her entire interest in the Account has been distributed, the entire remaining interest will be distributed as follows:
 - (a) If the Employee dies on or after distribution of his or her interest in the Account has begun and:
 - (i) the designated beneficiary is the Employee'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 spouse's death and reduced by 1 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 Employee'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 Employee 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 Employee as determined in the year of the Employee's death and reduced by 1 for each subsequent year.
 - (b) If the Employee dies before distribution of his or her interest has begun, 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 Employee's death. If, however, the designated beneficiary is the Employee's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Employee would have reached age 70½. But, in such case, if the Employee'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 Employee's death.
 - (c) Payments under any method other than the single sum payment described in Section 4.3 must be elected by the beneficiary within sixty (60) days after proof of the Employee's death is furnished to the Custodian.

- 4.5 The Employee will designate in writing, in a form and manner acceptable to the Custodian, a beneficiary or beneficiaries to receive distributions of any remaining amounts in the Account at the time of the Employee's death. The designation, amendment or revocation of beneficiary shall be effective only when filed and physically received by the Custodian during Employee's lifetime. The primary beneficiaries (and contingent beneficiaries in the event no primary beneficiary survives Employee) shall be entitled to receive any undistributed amount credited to the Account at the time of Employee's death. If all such designated beneficiaries have predeceased the Employee, or if at the time of the Employee's death there is no designation of beneficiary then in effect, the beneficiary shall be deemed to be the Employee's surviving spouse, if any. If there is no surviving spouse, then the beneficiary shall be deemed to be the Employee's estate. If the beneficiary is a trust, distributions shall be made to the trustee of the designated trust. However, the trustee of the trust may, in a form and manner acceptable to Custodian, direct Custodian to make distributions to the trust's beneficiaries. The beneficiary of an Employee who is married on the date of death will be the Employee's spouse unless the spouse makes an informed consent in writing to the designation of another beneficiary. The Employee may change a beneficiary designation by filing an acceptable written notice of the change with the Custodian. If the Employee designates more than one beneficiary, the percentage interest that each beneficiary will receive also should be designated. If not, the interest of each beneficiary will be equal.
- 4.6 No distribution will be made to an Employee (or beneficiary) unless the Custodian receives a written representation, in a form and manner acceptable to the Custodian, that the Employee (or beneficiary) is eligible for such distribution. Before making any distribution, the Custodian may request any additional documents that the Custodian deems necessary.
- 4.7 An individual who is entitled to payments as an "alternate payee" pursuant to a "qualified domestic relations order" as defined under Code section 414(p) may instruct the Custodian to make a distribution from the Account.

Article 5 Rights, Duties and Responsibilities

- 5.1 The Custodian will:
- (a) Be an agent for the Employer and the Employee to receive and invest contributions to the Account and hold and distribute Account assets according to the terms and conditions of this Agreement;
 - (b) Maintain accurate and detailed records of: the amounts and dates of all contributions paid; the earnings, if any realized from all such contributions; and such other data as the Custodian determines is necessary in carrying out its custodial functions under this Agreement;
 - (c) Not later than sixty (60) days after the close of each year (or after the termination of this Agreement under Article 7 or the Custodian's resignation or removal under Article 8), transmit to the appropriate party any required written reports reflecting the preceding year's transactions and the assets of the Account. Sixty (60) days after the Custodian furnishes any report, the Custodian is released and discharged of all liability and accountability with respect to the transactions reflected in any report except those for which the Custodian has received written objections within the sixty (60) day period;
 - (d) Submit to the Internal Revenue Service and other government agencies any returns, reports and other required information for which the Custodian has responsibility under applicable law;
 - (e) Be fully protected in acting upon any written or other instrument from the Employer or the Employee (or beneficiary) which the Custodian believes is genuine and properly executed and upon which the Custodian acts in good faith in taking or omitting to take any action; and
 - (f) Notwithstanding any other provision of this Agreement, have no liability or responsibility for:
 - (i) Determining the amount of or collecting any contribution;
 - (ii) Determining the amount, method or timing of any distribution to the Employee (or any beneficiary);
 - (iii) Determining the Employee's maximum contribution amount;
 - (iv) Beginning or defending any legal action in connection with this Agreement, unless agreed upon by the parties to this Agreement and the Custodian is indemnified to its satisfaction; or
 - (v) Investment, earnings on any Account balances.
- 5.2 The Employer and Employee (or beneficiary) will:
- (a) Prepare and file with the Internal Revenue Service and other government agencies any returns, forms and other required information for which the Employer or Employee has responsibility under applicable law; and
 - (b) To the extent permitted by applicable law, indemnify and hold harmless the Custodian and its successors and assigns from any and all liability which may arise in connection with this Agreement, except that which arises from the negligence or willful misconduct of the Custodian in connection with its required actions under this Agreement.
- 5.3 The parties do not intend to confer any fiduciary duties on the Custodian, other than custody of the assets, and none shall be implied.
- 5.4 The parties will furnish to one another any information relevant to the Account that may be required to carry out their obligations under this Agreement.
- 5.5 The Custodian may make reasonable and contractual arrangements with its delegates, including affiliates of the Custodian, for services in connection with this Agreement, including, without limitation, custody, temporary idle cash earnings arrangements, settlement, clearing, confirmations, reporting and other administrative requirements. Custodian, Ameriprise Financial Services, Inc. and their affiliates shall be fully protected in operating in a manner consistent with an instrument, certificate, paper or other oral or written communication believed by them to be genuine and to be signed or presented by the proper person or persons, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
- 5.6 The Custodian may delegate, pursuant to a written Agreement, to one or more entities, the performance of recordkeeping, ministerial, and other services in connection with the Account, for a reasonable fee (to be paid by the Custodian and not by the Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian deems appropriate.

Article 6 Amendment

- 6.1 The parties may amend this Agreement in writing, where such amendments are signed by the Employee or an authorized representative of each party. Notwithstanding the foregoing, the Custodian may amend this Agreement by providing prior written notice to such amendment to the Employee. The notice shall identify the effective date of the amendment, which shall be not less than forty-five days from the date of delivery of such notice. The party receiving notice may reject such amendment in writing via first class mail, provided such objection is physically received by the Custodian prior to the effective date.
- 6.2 Section 6.1 will not be construed to: restrict the Employee's freedom to elect different available investment choices (as described in Article 3) or change the beneficiary designation (as described in Article 4); or restrict the Custodian's freedom to substitute fee schedules (as described in Article 10).

Article 7 Termination of the Agreement

- 7.1 This Agreement will continue from year to year until:
- (a) All of the assets are distributed from the Account according to Article 4; or
 - (b) The Custodian resigns or is removed, in which case termination of the Agreement will occur after the assets in the Account are transferred to a successor custodian (as described in Section 8.1).
- 7.2 In any case in which a distribution of assets is made according to this Article 7, the Custodian may charge these assets with any fees, taxes, expenses or costs of the Account as may, in the Custodian's discretion, be due.

Article 8 Resignation or Removal of Custodian

- 8.1 Within thirty (30) days of the resignation or removal of the Custodian (or such longer time as the Custodian may allow), the appropriate party will notify the Custodian in writing of the person or entity designated as successor custodian. If the Custodian is acting as an approved non-bank custodian, and a party is notified that the Custodian has failed to comply with the regulations governing approval of non-bank custodians or has failed to make required returns or deliver required statements, that party will appoint a successor custodian. The Custodian will transfer the assets in the Account to the successor custodian. If a successor has not been designated, the Custodian, at its option, will designate and transfer all assets to a successor. For purposes of this Section 8.1, "successor" will include only a company that has agreed to and is qualified to act as custodian under an agreement having the same force or effect as this Agreement. Whenever a transfer of assets is made under this Article 8, the Custodian may charge these assets with any fees, taxes, expenses or costs of the Account as may, in the Custodian's discretion, be due.
- 8.2 If the Custodian merges with or is succeeded by another corporation, the new corporation, if legally qualified, will become the Custodian with all of the rights, duties and powers of the original custodian. This merger or succession will not be considered a change of custodian.

Article 9 Protection of Employee's Benefits

- 9.1 This Account has been created for the exclusive benefit of the Employee and his or her beneficiary. The Employee's rights to the contributions made to the Account on his or her behalf are non-forfeitable and immediately fully vested in the Employee. However, the assets of the Account are subject to the fees, expenses, taxes and charges described in Article 10 below.
- 9.2 The assets of the Account are non-transferable and cannot be assigned or be taken by the creditors of the Employee or his or her beneficiary except as provided in Articles 7, 8 and 10 of this Agreement and as permitted by applicable law.

Article 10 Fees, Taxes and Other Expenses

- 10.1 The Custodian will advise the parties of its initial fee schedule at the time of the execution of the Agreement. All fees of the Custodian for the performance of its duties may be charged against the Account in such manner as the Custodian may determine. At the Custodian's option, these fees may be paid directly by the appropriate party. The Custodian's fees may be changed upon thirty (30) days' written notice to the appropriate party. The Custodian may, as part of its compensation for services provided pursuant to this Agreement, receive the earnings from any uninvested amounts awaiting investment into or distributions from the Account. The Employee agrees that the Custodian may hold such uninvested amounts without incurring any liability for the payment of earnings on such uninvested cash. If it is necessary for the Custodian to repeat any portion of its services due to incorrect or incomplete information or direction provided by the Employer or Employee, the Custodian reserves the right to charge additional fees.
- 10.2 Any income taxes or other taxes of any kind (including any transfer taxes) that may be assessed against the Account; any expenses or fees (other than the Custodian's compensation) incurred by or on behalf of the Account; and all expenses incurred by the Custodian in the performance of its duties (including legal fees for services to the Custodian) may be charged to the Account in such manner as the Custodian may determine. At the Custodian's option, these expenses may be paid directly by the appropriate party.
- 10.3 In the event assets of the Account are to be liquidated for administrative purposes, including, without limitation, for purposes of distributions, fees, taxes or expenses, and the Custodian has not yet received timely direction, the Custodian shall liquidate investments in the following order: (i) first, interest bearing accounts and shares of money market funds; (ii) second, shares of investment companies registered under the Investment Company Act of 1940, except shares of a money market fund.

Article 11 Miscellaneous

- 11.1 This Agreement is intended to create a tax-sheltered custodial account under Code section 403(b)(7) and this Agreement will be construed and limited, and the powers will be exercised under it, so as to accomplish that purpose. No provision of this Agreement will be construed to conflict with any Internal Revenue Service or Treasury Department regulation, ruling, release or order which affects its qualification under the Code. For this sole purpose, all the provisions of this Agreement will be deemed conditional and the Agreement will be amended to conform to any such regulation, ruling, release or order at the earliest practical date after it is promulgated.
- 11.2 There is no assurance that income with respect to regulated investment company shares in the Account will be tax-deferred under the laws of any state or other taxing authority. The Custodian and/or Ameriprise Financial Services, Inc. disclaim any liability in the event that any such Account is determined to be subject to current taxation.
- 11.3 Any notice from the Custodian to a party under this Agreement will be effective if sent by first-class mail to the party's last address of record. Any party will notify the Custodian in writing of any change of address within thirty (30) days of the change. Any notice to the Custodian under this Agreement may be sent by first-class mail addressed to its office in Minneapolis, MN.

- 11.4 This Agreement and the duties and obligations of Custodian in connection with the Account, shall be construed, administered and enforced according to the laws of the State of Minnesota, except as superseded by federal law or statute.
- 11.5 If any of the provisions of this Agreement is, for any reason, invalid or unenforceable, the remaining provisions will continue in effect.
- 11.6 The Employer's actions in remitting contributions on the Employee's behalf, transferring monies to the Custodian at the request of the Employee and/or the Employer's signature on the Salary Reduction Agreement, the Application, or Enrollment Form constitute acceptance of the terms of this Agreement by the Employer.
- 11.7 The Custodian in no way guarantees any accounts under the Account from loss or depreciation or the payment of any money or property which may be or becomes due to any person under the Account or any plan. Any such payment shall at all times be limited to the then available assets of the Account.

Article 12 Arbitration

Any controversy arising out of, or relating to, the Account, shall be settled by arbitration and conducted pursuant to the Federal Arbitration Act, before the American Arbitration Association or the National Association of Securities Dealers Inc., Chicago Stock exchange Inc., the New York Stock Exchange, the American Stock Exchange to the extent you may be a member of such exchange or the Municipal Securities Rulemaking Board or the Independent non-industry arbitration forum as Employee or Employer elects. If the Employee or Employer does not make such election by registered mail addressed to Custodian at Custodian's main office within 10 days after demand by Custodian that the Employee or Employer make such election, then Custodian shall make such election.

Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

No person shall bring a putative or certified class action to arbitration, or seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (i) the class certification is denied; or
- (ii) the class is decertified; or
- (iii) the Employee or Employer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

- (i) Arbitration is final and binding on the parties.
- (ii) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- (iii) Pre-arbitration discovery is generally more limited than, and different from, court proceedings.
- (iv) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.



Application for Tax Sheltered Custodial Account (TSCA) 403(b) plans

- i** • Send Supplemental Information and Application(s) to corporate office.
- Send PDS Authorization Form (only if an active Account) to corporate office with Application(s).
- Tear off Agreement and give to client.

Part 1 Employee's Information

Employee's Name (First, MI, Last)		Social Security Number	
Address		Date of Birth (MMDDYYYY)	
City	State	Zip Code	
Date of hire (MMDDYYYY)	Annual Salary		
	\$		

Employer's Name (not required if a transfer):	Employer is a (choose one):
Address	<input type="radio"/> Public School
City	<input type="radio"/> 501(c)(3) Organization
	State Zip Code

Part 2 Contribution Information

i **Setting up a new TSCA** (Complete A, B, or C if applicable.)

A. Regular Contribution

Indicate the type of TSCA you are opening and provide the purchase payment information.
 My TSCA is intended to be: Active or Inactive

Product Name:	Monthly Purchase Payments	Total Purchase Payment for Tax Year
	\$	\$
	\$	\$
	\$	\$
Totals	\$	\$

B. Eligible Rollover Contribution

Amount of contribution \$

Source of contribution:

TSCA Tax Sheltered Annuity Individual Retirement Arrangement

401(a) qualified plan Governmental 457(b) eligible deferred compensation plan

The contribution is from an account with:

Ameriprise Financial Services, Inc. or affiliate Another company

Contribution Information continued on next page..



• Signature page 8

Contribution Information continued

C. Transfer Contribution

Amount of contribution \$
(give approximate amount if actual amount is unknown)

Source of contribution:
 TSCA Tax Sheltered Annuity

The contribution is from an account with:
 Ameriprise Financial Services, Inc. or affiliate Another company


Part 3 Beneficiary Designation (You may choose ONLY ONE Option.*)

 **Important:** Questions about the legal/tax effects of this beneficiary designation should be referred to your attorney or tax advisor

How This Beneficiary Designation Applies to Your TSCA(s)

This beneficiary designation revokes (replaces) any designations you may have made previously. This designation applies to all investment accounts in your TSCA held by Ameriprise Trust Company as custodian. Under the Ameriprise Financial Services, Inc. Tax-Sheltered Custodial Account of:

Employee's Name (First, MI, Last) Client ID Number 001
 Account Number

 Pursuant to the provisions of the above TSCA, I hereby designate the following person or persons to receive any amounts remaining to my credit in my TSCA upon my death. I understand and agree that distributions may be made to my beneficiary or beneficiaries in any one or a combination of methods of distribution set forth in the TSCA Agreement. I hereby revoke all prior beneficiary designations, if any, made by me with respect to such account.

A. Spouse if Living, if not, Living Lawful Children. Beneficiary is: my designated spouse, (full name below),

if living, if not, the beneficiaries are the living lawful children of the owner, and they will receive equal shares of the proceeds with rights of survivorship.

B. Spouse if Living, if not, Living Lawful Children Per Stirpes. Beneficiary is: my designated spouse, (full name below),

if living, if not, my living lawful children equally, the survivors equally, or the survivor; provided however, that if any child has died before me, the share which the child would have received if he or she survived me will be paid to his or her living lawful children or their direct descendants per stirpes.

C. Children Living, Lawful, Equally With Rights of Survivorship.
 Beneficiary is: my living lawful children in equal shares with rights of survivorship.

D. Children Per Stirpes.
 Beneficiary is: my living lawful children equally, or the survivor; provided that if any child has died before me, the share which the child would have received if he or she survived me will be paid to his or her living lawful children or the direct descendent per stirpes.

E. Equally with Rights of Survivorship.
 Beneficiary is: The beneficiaries are listed below and they will receive equal shares of the proceeds; provided, however, that if a beneficiary dies before me, the share which the beneficiary would have received if he or she survived me will be equally divided among the surviving beneficiaries: **(Attach separate sheet for additional beneficiaries)**

Name	Relationship	DOB (MMDDYYYY)	TIN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Beneficiary Designation continued on next page..

Beneficiary Designation continued

F. With Rights of Survivorship.

Beneficiary is: The beneficiaries are listed below and they will receive the percentage of the share of the proceeds as indicated; provided, however, that if a beneficiary dies before me, the share which the beneficiary would have received if he or she survived owner will be equally divided among the surviving beneficiaries: **(Attach separate sheet for additional beneficiaries)**

Name	%	Relationship	DOB (MMDDYYYY)	TIN

G. OTHER. Use this option ONLY if none of the above options apply. (See instructions for samples)

(Equally will be interpreted as equally with rights of survivorship)

Part 4 Acknowledgements and Signatures

The Employee named below certifies that he or she has read and understands the Ameriprise Financial Services, Inc. TSCA Agreement (the Agreement) and is hereby establishing a TSCA under Code section 403(b)(7). The Employee hereby appoints Ameriprise Trust Company as Custodian in accordance with the terms of the Agreement.

Contributions to the TSCA

All contributions must be made by the Employer by check payable to Ameriprise Financial Services, Inc. Contributions will be invested pursuant to written instructions from the Employee, in accordance with the terms and conditions of the Agreement. The Employee must provide investment instructions by completing an application or applications for the registered investment company shares in which contributions may be invested. The Employee's investment instructions for the Employer's initial contribution must accompany this Application.

Custodian Fee

The current Custodian's fee of \$19.00 per year or any portion thereof has been disclosed to the Employee. This fee may be changed by the Custodian by giving thirty (30) days' prior written notice to the Employee.

Employee Acceptance

Name of Employee

I, _____, hereby agree to the terms and

this Application. I assume all responsibility for any tax consequences and penalties that may result from contributions to, transactions with and distributions from this Account. I have received a copy of the Agreement.

Employee's Signature

Date (MMDDYYYY)

X

Name of Employee's Spouse (if applicable)

Signature of Employee's Spouse

Date (MMDDYYYY)

X

Employer or Authorized Representative's Name - Required only if first application of the organization

Employer or Authorized Representative's Signature

Date (MMDDYYYY)

X

A statement will be sent to you upon acceptance by Ameriprise Trust Company of its appointment as custodian of your Ameriprise Financial Services, Inc. TSCA.

Servicing Advisor Name

Advisor Number

Servicing Advisor Signature

Date (MMDDYYYY)

X

Area Office No.

GENERAL INSTRUCTIONS

Important: Questions about the legal/tax effects of this beneficiary designation should be referred to your attorney or tax advisor.

This Beneficiary Designation applies to your Tax-Sheltered Custodial Accounts (TSCAs) held by Ameriprise Trust Company, as custodian. IT DOES NOT APPLY TO TAX-SHELTERED ANNUITIES ISSUED BY RIVERSOURCE LIFE INSURANCE COMPANY

Part 3 Beneficiary Designation

How This Beneficiary Designation Applies to Your TSCA(s)

This beneficiary designation revokes (replaces) any designations you may have made previously.

This designation applies to all investment accounts in your TSCA held by Ameriprise Trust Company, as custodian.

You may choose ONLY ONE Option.

If you choose Option A or B: Check the box and insert the name of your spouse in the blank.

If you choose Option C or D: Check the box. DO NOT list the children's names.

If you choose Option E or F: Check the box. The full name, relationship, DOB and TIN of each beneficiary MUST be listed. (Listing DOB and TIN will result in more efficient distribution at the time of settlement.)

If you choose Option G: This option should be used only if none of the above options apply.

Examples of Beneficiary Designations for G - "Other" Option.

One Beneficiary: Mary Smith, spouse.

One Primary Beneficiary and One Secondary Beneficiary: Mary Smith, spouse, if living, if not, John Jones, friend.

Trust (You must provide name and date of Trust): The First State Bank of Town, 1234 Main Street, Anytown, Anystate, as Trustee of the ABC Trust, or its successors or successors in trust, under Trust Agreement dated [] and supplements or amendments thereto if said agreement shall then be in force.

Testamentary Trust: The Testamentary Trust named in the Last Will and Testament of (owner) provided, however, that the will is duly admitted to probate and such Trustee(s) make claim for the proceeds accompanied by due proof of such trustee(s) appointment.

Corporation: ABC Company Inc., its successor or assign (also include city and state where corporation is located for identification purposes).

Minors Under the Uniform Transfers to Minors Act: John Smith, as custodian for Mary Smith, under the (state) Uniform Transfer to Minors Act, provided however, that if John Smith shall predecease me, Ted Smith shall be successor custodian. (This designation is NOT allowed in the following states: Connecticut, Delaware, Michigan, Mississippi, New York, South Carolina, Texas and Vermont.)

Part 4 Acknowledgements and Signatures

TSCA owner must sign and date the form.