DOUBLELINE FUNDS

SIMPLE INDIVIDUAL RETIREMENT ACCOUNT

(SIMPLE IRA)

Simple Individual Retirement Account Forms are included in this document (click on the linked form):

- DoubleLine Funds 2026 SIMPLE IRA Kit Distribution Form

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BNY MELLON INVESTMENT SERVICING TRUST COMPANY

Supplement to the SIMPLE Individual Retirement Account (SIMPLE IRA) Disclosure Statement for Tax Year 2026

2026 SIMPLE IRA CONTRIBUTION LIMITS:

The maximum allowable contribution to your SIMPLE IRA for tax year 2026 is 100% of your salary up to $18,100* as deferred compensation. This limit is in addition to your employer's matching or non-elective contributions. In the case of an eligible employee who will be age 50-59 before the end of the calendar year, the above limitation is increased by $4,000. In the case of an eligible employee who is age 60-63 before the end of the calendar year, there is an increased catch-up limit of $5,250 (150% of $3,500, the standard catch-up). At age 64 and older, the catch-up limit reverts to $4,000.

For tax years after 2026, the above limits may be subject to Internal Revenue Service (IRS) cost-of-living adjustments, if any. Please read the SIMPLE Individual Retirement Account Disclosure Statement carefully or consult IRS Publications 560 or a professional tax advisor for more information about eligibility requirements and contribution restrictions.

*Under the SECURE 2.0 Act, employers with 25 or fewer employees are permitted to allow an increased deferral amount of $18,100 (110% of the 2024 SIMPLE IRA contribution limit of $16,000 plus $500 increase) by default. Employers with more than 25 employees may permit this increased deferral amount but are not required to do so. Employers with more than 25 eligible employees that elect to offer the higher 110% contribution limit are also required to increase their employer contribution by providing either a matching contribution of 4% or a non-elective contribution of 3%. Note: Because BNY does not track the number of eligible employees a SIMPLE IRA plan employer may have, nor their elections in this matter, employers will need to determine which limit applies to their employees.

If an employer permits the increased deferral limit of $18,100 and an eligible employee is age 50-59 or 64 and older, the total contribution allowed is $22,100 ($18,100+$4,000)

If an employer permits the increased deferral limit of $18,100 and an eligible employee is age 60-63, the total contribution allowed is $23,350 ($18,100+$5,250)

The IRS has not released an updated IRS 5304-SIMPLE model employer agreement that reflects the above changes, please consult with a professional tax advisor or legal professional about maintaining documentation of any changes that you elect or may be required to implement.

2024 SUPPLEMENT CONTENTS INCLUDED BELOW:

THE SPECIFIC SECTIONS BELOW ARE REPLACED OR AMENDED EFFECTIVE AS OF 1/1/2024 BY INCLUSION IN THIS SUPPLEMENT. CHANGES OR ADDITIONS ARE SHOWN IN *ITALICS.*

ADDITIONAL INFORMATION REGARDING ROTH CATCH-UP CONTRIBUTIONS AND ROTH CONTRIBUTIONS TO SEP AND SIMPLE IRAS WILL BE RELEASED PENDING ADDITIONAL IRS GUIDANCE.

EARLY DISTRIBUTIONS FROM A SIMPLE IRA:

Your receipt or use of any portion of your SIMPLE IRA before you attain age 59½ is considered an early or premature distribution. The distribution is subject to a penalty tax equal to 10% of the distribution (the penalty tax is increased to 25% if the distribution occurs prior to satisfying the required two-year holding period) unless one of the following exceptions applies to the distribution:

13. Distributions for victims of domestic abuse – individuals who self-certify that they are victims of domestic abuse are permitted to withdraw up to the lesser of $10,000 or 50% of their account. Such distributions are not subject to the 10% early distribution penalty tax and may be repaid within 3 years of the distribution date.[1]

14. Distributions for certain emergency expenses – a distribution of up to $1,000 will be permitted for those individuals experiencing an unforeseen personal or family emergency. Only one such distribution is permitted per year and must be repaid before another emergency distribution may be issued. The distribution may be repaid within 3 years of the distribution date.[1]

2023 SUPPLEMENT CONTENTS INCLUDED BELOW:

Technical corrections: The language highlighted below replaces the last line of each section in the Disclosure Statement as shown below. Previously, more information could be located by using the search tool on www.irs.gov, however, the content of IRS publications is excluded from these searches. Please see the most recent ***IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs).***

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information, **please see *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – "Application of one-rollover-per-year limitation."***

RECHARACTERIZATION OF ROTH IRA CONVERSION IS NOW PROHIBITED (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be "reversed" or "corrected".

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. For more information, **please see *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs) – "No recharacterizations of conversions made in 2018 or later."***

SECURE 2.0 Act of 2022
Supplement to the SIMPLE Individual Retirement Account (IRA)
Disclosure Statement for provisions effective on or prior to January 1, 2023

THE BELOW CHANGES REPLACE THE CURRENT LANGUAGE IN THE DISCLOSURE EFFECTIVE AS OF 1/1/2023. CHANGES OR ADDITIONS ARE INDICATED IN *ITALICS.*

Note: The SECURE 2.0 Act includes that SIMPLE IRA Designated Roth Contributions will be allowed, however this change cannot be implemented until IRS Guidance is issued to confirm the process for employers to update their plans and accept participant elections for SIMPLE IRA Designated Roth Contributions.

YOUR SIMPLE IRA ACCOUNT

You have opened a SIMPLE IRA, which is an IRA for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement).

The following requirements apply to your SIMPLE IRA:

1. Contributions, transfers and rollovers may be made only in "cash" by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such a capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. You must begin receiving distributions from your account no later than:
   i. April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949);
   ii. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949);
   iii. April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951);
   iv. April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960); and
   v. distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.

EARLY DISTRIBUTIONS FROM A SIMPLE IRA:

Your receipt or use of any portion of your SIMPLE IRA before you attain age 59½ is considered an early or premature distribution. The distribution is subject to a penalty tax equal to 10% of the distribution (the penalty tax is increased to 25% if the distribution occurs prior to satisfying the required two year holding period) unless one of the following exceptions applies to the distribution:

11. ***Terminal illness distributions*** *- An exception to the 10% early withdrawal penalty applies for distributions made to an individual whose physician certifies that they have an illness or condition that is reasonably expected to result in death within 84 months.* [1]
12. ***Participants impacted by a federally declared disaster*** *- May distribute up to $22,000 per disaster, and such distribution is exempt from the 10% early distribution penalty.* [1]

REQUIRED DISTRIBUTIONS FROM A SIMPLE IRA

You are required to begin receiving minimum distributions from your IRA by your required beginning date, which is defined as:

- April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949);,
- April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949);
- *April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951)*; or
- *April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960).*

The year you attain *the then effective RMD age* (see above) is referred to as your "first distribution calendar year". Your required minimum distribution for each year, beginning with *the calendar year you attain the then effective RMD age* is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the IRS Uniform Lifetime Distribution Period Table). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your required minimum distribution for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year's required minimum distribution amount is the prior year end fair market value (value as of December 31st), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion or failed conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you will be subject to a penalty tax equal to *25%* of the difference between the amount distributed and the amount required to be distributed, *and if the failure is corrected within 2 years following the due date of the distribution, the penalty may be reduced to 10%.* You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed required minimum distribution, you must file IRS Form 5329.

END OF 2026 SIMPLE IRA SUPPLEMENT

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References to the "Custodian" mean BNY Mellon Investment Servicing Trust Company.

SIMPLE INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE STATEMENT

The following information is the disclosure statement required by federal tax regulations. You should read this Disclosure Statement, the Custodial Account Agreement and prospectuses for the mutual funds in which your Savings Incentive Match Plan for Employees of Small Employers IRA "SIMPLE IRA" contributions will be invested. The rules governing IRAs are subject to change. You should consult Internal Revenue Service "IRS" Publications 560 and 590 or the IRS web site www.irs.gov for updated rules and requirements.

IMPORTANT INFORMATION ABOUT U.S. GOVERNMENT REQUIREMENTS THAT MAY AFFECT YOUR ACCOUNT

BNY Mellon Investment Servicing Trust Company ("BNY Mellon", "we", or "us"), provides custodial and administrative services for your retirement or savings account. As a result of this role, persons who open a retirement or savings account are considered 'customers' of BNY Mellon ("you" or "your").
To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires BNY Mellon, as a financial institution, to obtain, verify, and record information that identifies each person who opens an account. All accounts we open are opened on a conditional basis – conditioned on our ability to verify your identity in accordance with Federal law.

When establishing an account, you are required to provide your full legal name, address, government issued identification number (e.g. social security number), date of birth, and other information within your account-opening application that will allow us to identify you. We may also request a copy of your driver's license or other identifying documents and may consult third-party databases to help verify your identity. If the account you are opening will be registered in the name of a beneficiary, trust, or estate or charity, we may require additional identifying documentation.

If you fail to provide any requested identifying information or documentation when opening your account, your new account application may be rejected. If we open your account, and you subsequently fail to provide all identification materials we request or if we are subsequently unable to adequately verify your identity as required by U.S. Government regulations, we reserve the right to take any one or more of the following actions:

- We may place restrictions on your account which block all purchase transactions and we may place additional restrictions on your account blocking other transactional activities if we determine such additional restrictions are appropriate under Federal law or regulation.

- We may close your account, sell (i.e., "liquidate") the assets in your account in the prevailing market at the time, and send you a check representing the cash proceeds of your account. This distribution will be reported to the IRS and may result in unfavorable consequences to you under Federal and state tax laws.

You May Incur Losses. Despite being opened as a conditional account, your account will be invested as you instruct and you will be subject to all market risks during the period between account opening and any liquidation necessitated by your failure to furnish requested identifying information or by an inability to adequately verify your identity. You may also be subject to additional market risks if the additional transactional restrictions discussed above are placed on your account. In addition, the closing of your account may subject you to fees and charges imposed by a sponsor, issuer, depository or other person or entity associated with one or more of the assets in which you are invested, and any sales charges you may have paid in connection with your purchases will not be refunded.
You Assume All Responsibility For These Losses. BNY Mellon expressly disclaims any responsibility or liability for losses you incur as a result of your failure to furnish identification materials we request, including investment losses and any other loss or damage (including but not limited to lost opportunities and adverse tax consequences). If you proceed with the account opening process, you accept all risks of loss resulting from any failure of yours to furnish the identification materials we request or from a subsequent inability to adequately verify your identity in accordance with Federal law or regulation.

STATE UNCLAIMED PROPERTY LAW DISCLOSURE

The assets in your custodial account are subject to state unclaimed property laws which provide that if no activity occurs in your account within the time period specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

REVOCATION OF YOUR SIMPLE IRA

You have the right to revoke your SIMPLE IRA and receive the entire amount of your initial investment by notifying the Custodian in writing within seven (7) days of establishing your SIMPLE IRA (account open date). If you revoke your SIMPLE IRA within seven days, you are entitled to a return of the entire amount contributed, without adjustment for such items as sales commissions, administrative expenses, or fluctuations in market value. If you decide to revoke your SIMPLE IRA, notice should be delivered or mailed to the address listed in the application instructions.

This notice should be signed by you and include the following:

1. The date.
2. A statement that you elect to revoke your SIMPLE IRA.
3. Your SIMPLE IRA account number.
4. The date your SIMPLE IRA was established.
5. Your signature and your name printed or typed.

Mailed notice will be deemed given on the date that it is postmarked, if it is properly addressed and deposited either in the United States mail, first class postage prepaid, or with an IRS approved overnight service. This means that when you mail your notice, it must be postmarked on or before the seventh day after your SIMPLE IRA was opened. A revoked IRA will be reported to the IRS and the participant on IRS Forms 1099-R and 5498.

YOUR SIMPLE IRA ACCOUNT

You have opened a SIMPLE IRA, which is an IRA for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement).

The following requirements apply to your SIMPLE IRA:

1. Contributions, transfers and rollovers may be made only in "cash" by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such a capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. You must begin receiving distributions from your account no later than;
   i. April 1 of the year following the year in which you attain age 70½; if you attained age 70 ½ in or prior to 2019 (those owners born on or prior to June 30, 1949)
   ii. April 1 of the year following the year in which you attain age 72; if you attain age 70 ½ in or after 2020 (those owners born on or after July 1, 1949)
   iii. and distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.

CONTRIBUTIONS

For 2024, the elective deferral contribution limit is $16,000 or 100% of your salary, whichever is less. In the case of an eligible employee who will be age 50 or older before the end of the calendar year, the above limitation is $19,500 for 2024. For tax years after 2024, the above limits may be subject to IRS cost-of-living adjustments, if any. Please read the SIMPLE Individual Retirement Account Disclosure Statement carefully or consult IRS Publication 560 or a professional tax advisor for more information about eligibility requirements and contribution restrictions.

TAX TREATMENT OF CONTRIBUTIONS

Salary reduction contributions to a SIMPLE IRA are excludable from federal income tax and are not subject to federal income tax withholding until distributed to you. Salary reduction contributions to a SIMPLE IRA are subject to tax under the Federal Insurance Contributions Act ("FICA"), the Federal Unemployment Tax Act ("FUTA"), and the Railroad Retirement Tax Act ("RRTA"), and should be reported accordingly by your employer on Form W-2, Wage and Tax Statement. Your employer's matching and non-elective contributions to your SIMPLE IRA are not subject to FICA, FUTA, or RRTA taxes, and are not required to be reported on Form W-2. Check with your professional tax advisor or the IRS website www.irs.gov for more information.

DESCRIPTION OF AVAILABLE OPTIONS FOR YOUR CONTRIBUTIONS

The assets in your custodial account will be invested in accordance with instructions communicated by you (or following your death, by your beneficiary) or by your (or following your death, your beneficiary's) authorized agent. Account contributions may be invested in shares of one or more mutual funds made available to you in connection with this SIMPLE IRA account (the "Mutual Funds"), or in other investments that are eligible for investment under section 408(a) of the Internal Revenue Code and that are acceptable to the Custodian as investments under the SIMPLE Individual Retirement Account (IRA) Application and Adoption Agreement.

Mutual Fund Option: An investment in one or more Mutual Funds involves investment risks, including possible loss of principal. In addition, growth in the value of your Mutual Funds is neither guaranteed nor protected due to the characteristics of a mutual fund investment. Detailed information about the shares of each Mutual Fund available to you for investment of your SIMPLE IRA contributions must be furnished to you in the form of a prospectus. The method for computing and allocating annual earnings is set forth in the prospectus. (See the section of each prospectus entitled "Dividends.") The prospectus also sets forth the costs and expenses you incur by being invested in a particular Mutual Fund; such costs and expenses reduce any yield you might obtain from the Mutual Funds. (See the section of the prospectus entitled "Expense Table" and the sections referred to therein.) For further information regarding expenses, earnings, and distributions of a particular Mutual Fund, see that Mutual Fund's financial statements, prospectus and/or statement of additional information.

In Article VIII, Section 23 of the SIMPLE IRA RETIREMENT CUSTODIAL ACCOUNT AGREEMENT ("Section 23"), which constitutes an important part of this SIMPLE IRA APPLICATION and ADOPTION AGREEMENT, you authorize the Custodian to act in its discretion for your benefit in situations where assets in your custodial account are liquidated and the Custodian has not received instructions from you in a timely manner regarding the disposition of such proceeds or where the only instructions received from you cannot reasonably or practicably be carried out. For example, a Mutual Fund may take actions which result in that Mutual Fund, or in your investment in that Mutual Fund, being involuntarily liquidated. The Mutual Fund or the prospectus for that Mutual Fund may direct that the proceeds of the liquidation be placed in an asset not available to you under this SIMPLE IRA or provide solely that the cash or other property resulting from the liquidation be distributed directly to shareholders. If the Custodian does not receive timely instructions from you that it can reasonably and practicably carry out (for example, in-kind property distributed by the Mutual Fund may not be a permissible asset for a SIMPLE IRA), then in Section 23 you authorize the Custodian to exercise its discretion in acting on your behalf, including taking such actions as placing the proceeds in a money market mutual fund or an FDIC-insured bank account or money market account, distributing the proceeds to you or holding the proceeds uninvested. Other examples may exist involving different liquidation circumstances and different restrictions or limitations regarding the disposition of the proceeds. The Custodian expressly disclaims any liability for any action taken or omitted under the authority of Section 23, unless the Internal Revenue Code or regulations implementing the Internal Revenue Code require otherwise.

EXCESS DEFERRALS

Important: Please consult with your employer to discuss the appropriate steps to correct excess contributions.
Amounts deferred to your SIMPLE IRA in excess of the allowable limit may be subject to a non-deductible excise tax of 6% for each year until the excess is removed. The 6% excise tax will not apply if the excess contribution and earnings allocable to it are distributed by April 15th of the year following the annual deferral. Amounts distributed after April 15th may incur additional adverse tax consequences. You should consult a professional tax advisor if distributing an excess after April 15th. Earnings will be removed with the excess contribution pursuant to Internal Revenue Code Section 408(d)(4) and IRS Publication 590. For the purpose of the excess contribution, we will calculate the net income attributable ("NIA") to the contribution using the method provided for in the IRS Final Regulations for

Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the SIMPLE IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution. An IRS Form 1099-R will be issued in the year the distribution takes place. You must file IRS Form 5329 to report excise tax.
Consult a professional tax advisor, IRS Publications 560 and 590 or the IRS website www.irs.gov for more information pertaining to excess contributions.

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information please visit the IRS's web site www.irs.gov using the search term "IRA One-Rollover-Per-Year Rule".

TRANSFERS AND ROLLOVERS INTO YOUR SIMPLE IRA

SIMPLE IRAs are now permitted to accept rollover amounts from other IRAs (excluding Roth IRAs), qualified retirement plans, 403(b) plans and governmental 457(b) plans, provided the rollover occurs two years after the SIMPLE IRA is established. Previously, only SIMPLE IRA assets could be rolled over into a SIMPLE IRA.

TRANSFERS AND ROLLOVERS BETWEEN SIMPLE IRAS

In general, you may transfer the assets of one SIMPLE IRA to another SIMPLE IRA without tax consequences if you 1) transfer the assets by way of a direct trustee-to-trustee transfer, or 2) "rollover" a distribution. A nontaxable "rollover" occurs when you deposit money received into a SIMPLE IRA within 60 calendar days. The IRS strictly enforces the 60-day time limit. If you rollover only a portion of a distribution, the portion that is not rolled over will be subject to taxation and applicable penalties, if any. [See "Important Changes to the Rules Governing Indirect (60-day) Rollovers" above.]

LATE ROLLOVER CONTRIBUTIONS

The IRS will permit you to deposit a late rollover contribution (exceeding the 60-day time limit), if you meet certain qualifications. All late rollover contribution deposits must be accompanied by a late rollover self-certification form. It is important to know that self-certification does not constitute an automatic waiver of the 60-day time limit. The IRS may, during the course of an examination, determine that your contribution does not meet the requirements for a waiver. If it is determined that you do not meet the requirements, you could be subject to additional income, income taxes and penalties. The IRA custodian is required to report all late rollover contribution deposits on IRS Form 5498. For more information and a list of qualifying events, please visit the IRS's web site www.irs.gov using the search term "Revenue Procedure 2020-46".

TRANSFERS AND ROLLOVERS INTO OTHER TYPES OF RETIREMENT ACCOUNTS - REQUIRED TWO YEAR HOLDING PERIOD

Once you have participated in your employer's SIMPLE IRA Plan for two years, you may transfer or rollover the assets in your SIMPLE IRA to another SIMPLE IRA, or to a Traditional or SEP IRA or an employer plan without tax consequences by means of a direct trustee-to-trustee transfer or a 60-day rollover. Any transfer or rollover out of a SIMPLE IRA into another type of IRA or employer plan prior to satisfying the required two year holding period (two years from the date on which you first participated in a SIMPLE IRA maintained by your employer) is treated as a distribution from your SIMPLE IRA, which is subject to taxation and may be subject to early distribution penalties (see "Taxation of SIMPLE IRA Distributions" below).

TAXATION OF SIMPLE IRA DISTRIBUTIONS

The income of your SIMPLE IRA is not taxed until the money is distributed to you. Distributions are taxable as ordinary income when received. A distribution received before you attain age 59½ is considered a premature distribution and is subject to a penalty tax equal to 10% of the distribution unless an exception applies (see "Early Distributions from a SIMPLE IRA" below). If the premature distribution is made prior to satisfying the required two-year holding period (two years from the date on which you first participated in a SIMPLE IRA maintained by your employer) and no exception applies, then the penalty tax is increased to 25%.

EARLY DISTRIBUTIONS FROM A SIMPLE IRA:

Your receipt or use of any portion of your SIMPLE IRA before you attain age 59½ is considered an early or premature distribution. The distribution is subject to a penalty tax equal to 10% of the distribution (the penalty tax is increased to 25% if the distribution occurs prior to satisfying the required two year holding period) unless one of the following exceptions applies to the distribution:

1. **Death -** After your death, distributions made to your beneficiary.
2. **Disability** – If at the time of distribution, you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code)
3. **Substantially equal periodic payments** – You are not subject to the additional early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary.[1]
4. **Unreimbursed medical expenses** – If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income. The medical expenses may be for you, your spouse, or any dependent listed on your tax return.[1]
5. **Health insurance premiums** – If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your SIMPLE IRA to pay for health insurance premiums.[1]
6. **Higher education expenses** – Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse.[1]
7. **First-time homebuyer** – You may take payments from your SIMPLE IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of $10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.[1]
8. **IRS levy** – Payments from your SIMPLE IRA made to the U.S. government in response to a federal tax levy.

9. **Qualified reservist distributions** – If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your SIMPLE IRA during the active duty period.[1]
10. **Qualified birth or adoption** – Payments from your SIMPLE IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10% early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed $5,000 for each birth or adoption.[1]

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes if your distribution is not for one of the above reasons.

[1] *We do not report distributions for these exceptions on IRS Form 1099-R as exempt from the early distribution penalty. You must file IRS Form 5329 along with your income tax return to the IRS to claim a penalty tax exception for this reason.*

The above is general information on SIMPLE IRA distributions. You may wish to review *IRS Publication 590-B*, *Distributions from Individual Retirement Arrangements (IRAs) and IRS Publication 560 Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans),* from the IRS or refer to the IRS website at www.irs.gov. If you have questions about whether a distribution includes any amount subject to federal income or the early distribution tax, please speak with a qualified tax professional.

REQUIRED DISTRIBUTIONS FROM A SIMPLE IRA

You are required to begin receiving minimum distributions from your IRA by your required beginning date, which is defined as:

- April 1 of the year following the year in which you attain age 70½; if you attained age 70 ½ in or prior to 2019 (those owners born on or prior to June 30, 1949), or
- April 1 of the year following the year in which you attain age 72; if you attain age 70 ½ in or after 2020 (those owners born on or after July 1, 1949)

The year you attain age 70½ or 72, as applicable, is referred to as your "first distribution calendar year". Your required minimum distribution for each year, beginning with the calendar year you attain age 70½ or 72, as applicable, is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the IRS Uniform Lifetime Distribution Period Table). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your required minimum distribution for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year's required minimum distribution amount is the prior year end fair market value (value as of December 31st), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion or failed conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you will be subject to a penalty tax equal to 50% of the difference between the amount distributed and the amount required to be distributed. You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed required minimum distribution, you must file IRS Form 5329.

However, no payment will be made from this SIMPLE IRA until you provide the Custodian with a proper distribution request acceptable by the Custodian. Upon receipt of such distribution request, you may switch to a joint life expectancy in determining the required minimum distribution if your spouse was your sole beneficiary, as of the January 1st of the calendar year that contains your required beginning date, and such spouse is more than 10 years younger than you. The required minimum distribution for the second distribution calendar year and for each subsequent distribution calendar year must be made by December 31st of each such year. A SIMPLE IRA required minimum distribution election form is available from the Custodian.

BENEFICIARY DESIGNATIONS

Per Stirpes Beneficiary Designations: The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

In the event of your death, the balance of your custodial account shall be paid to the primary beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If none of the primary beneficiaries survive you, the balance of your account shall be paid to the contingent beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If you name multiple primary beneficiaries and a beneficiary does not survive you, such interest is terminated and that percentage will be divided proportionately among the remaining primary beneficiaries. Similarly, unless you have specified otherwise, if no primary beneficiary survives you and you have named multiple contingent beneficiaries and a beneficiary does not survive you, such interest is terminated and that percentage will be divided proportionately among the remaining contingent beneficiaries.

You may change your beneficiaries at any time by giving written notice to the Custodian. If you do not designate a beneficiary, or if all designated beneficiaries predecease you, your surviving spouse will become the beneficiary of your IRA. If you do not have a surviving spouse at the time of your death, your estate will become the beneficiary of your IRA. If a trust is designated as a beneficiary, you must provide both the date of the trust and the name(s) of the trustee(s).

SPOUSAL BENEFICIARY DESIGNATION IN THE EVENT OF DIVORCE

In the event of a divorce or legal separation, the Custodian will not automatically remove the former spouse as the designated beneficiary without court appointment. If your life circumstances have changed, we suggest you submit an IRA Beneficiary Designation Form. The current beneficiary designation on file with the Custodian will be deemed valid and in full force until such date as the Custodian receives a signed IRA Beneficiary Designation Form, in good order.

SPOUSAL PROVISIONS FOR SAME SEX COUPLES

In accordance with federal regulations, where an individual is lawfully married to another individual, regardless of sex, both individuals shall be treated as a "spouse" for federal tax purposes. Individuals in a civil union or domestic partnership will not be treated as spouses for federal tax purposes.

SIMPLE IRA DISTRIBUTIONS DUE TO DEATH OF A SIMPLE IRA OWNER WHEN THE DATE OF DEATH IS ON OR PRIOR TO DECEMBER 31, 2019

If, prior to your death, you have not started to take your required distributions and you have properly designated a beneficiary(ies), the entire value of your SIMPLE IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30th of the year following the year in which you die, to take distributions over their 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 age 70½, if that date is later than the required commencement date in the previous sentence. If you die before your required beginning date and you do not have a designated beneficiary, the balance in your SIMPLE IRA must be distributed no later than the December 31st of the calendar year that contains the fifth anniversary of your death.

If you die on or after your required beginning date and you have a designated beneficiary, the balance in your SIMPLE IRA will be distributed to your beneficiary over a period not longer than 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. If you die on or after your required beginning date and you do not have a designated beneficiary, the balance in your SIMPLE IRA must be distributed over a period that does not exceed your remaining single life expectancy determined in the year of your death. However, the required minimum distribution for the calendar year that contains the date of your death is still required to be distributed. Such amount is determined as if you were still alive throughout that year.

If your spouse is your sole beneficiary, your spouse may elect to treat your SIMPLE IRA as their own SIMPLE IRA, whether you die before or after your required beginning date. If you die after your required beginning date and your spouse elects to treat your SIMPLE IRA as his or her own SIMPLE IRA, any required minimum that has not been distributed for the year of your death must still be distributed to your surviving spouse and then the remaining balance can be treated as your spouse's own SIMPLE IRA. After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary's date of death is on or prior to December 31st , 2019.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate. Consult IRS Publication 590 for a complete discussion of rules governing distributions due to death.

SIMPLE IRA DISTRIBUTIONS DUE TO DEATH OF A SIMPLE IRA OWNER WHEN THE DATE OF DEATH IS ON OR AFTER JANUARY 1, 2020

If you die on or after your required beginning date the Required Minimum Distribution for the year of your death must be distributed to your beneficiary(ies) if it has not otherwise been taken prior to the date of your death. All other amounts remaining in your SIMPLE IRA upon your death must be distributed no later than December 31st of the calendar year that contains the tenth anniversary of your death. Exception is made for eligible designated beneficiaries who elect in writing no later than 1 year after the owner's death to take distributions over their life expectancy. An "eligible designated beneficiary" is any designated beneficiary named by the owner where such designation is received in proper form prior to the death of the owner and the designated beneficiary is:

i. The owner's spouse
    a. If your designated beneficiary is your spouse, your spouse may elect to treat your SIMPLE IRA as their own.
ii. A child of the IRA owner who has not reached the age of majority.
    a. Upon attaining the age of majority, the child of the owner will no longer be an "eligible designated beneficiary". Any portion remaining will need to be distributed no later than the end of the 10th year after the year the child reaches majority.
iii. Disabled individuals within the meaning of section 72(m)(7) of the Internal Revenue Code as of the date of the death of the owner.
iv. Chronically ill individuals, within the meaning of section 401(a)(9)(E)(ii)(IV) as of the date of death of the owner.
v. An individual not listed above who is not more than 10 years younger than the IRA owner.

After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries of an inherited SIMPLE IRA may not take life expectancy distributions, the balance remaining in the account must be distributed by December 31st of the calendar year that contains the tenth anniversary of the death of the beneficiary.

CONVERTING TO A ROTH IRA

You may also "convert" all or a portion of your SIMPLE IRA (after satisfying the required two year holding period) to a Roth IRA. You may not convert any portion of a required minimum distribution (RMD). A conversion is a type of distribution and is not tax-free. Distributions are taxable as ordinary income when received, except the amount of any distribution representing the return of non-deducted contributions is not taxed. The 10% penalty tax on early distributions does not apply to conversion amounts unless an amount attributable to a conversion is distributed from the Roth IRA prior to five years from the date of the conversion. Your SIMPLE IRA may be converted to a Roth IRA by means of an in-house direct transfer (within the same financial institution) or as a direct transfer between two different financial institutions.

A conversion is reported as a distribution from your SIMPLE IRA (IRS Form 1099-R) and a conversion contribution to your Roth IRA (IRS Form 5498). The rules regarding conversions to Roth IRAs are complex and you should consult a professional tax advisor prior to a conversion.

RECHARACTERIZATION OF ROTH IRA CONVERSION IS NOW PROHIBITED (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be "reversed" or "corrected".

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018. For more information, please visit the IRS web site www.irs.gov using the search term "IRA FAQs – Recharacterization of Roth Rollovers and Conversions".

FEES AND CHARGES

There is an annual custodial maintenance fee for your SIMPLE IRA account as set forth on the Application. The Custodian may also charge a service fee in connection with any distribution from your SIMPLE IRA.

SAVER'S TAX CREDIT:

The Saver's Tax Credit rewards low to moderate income taxpayers who contribute toward their retirement savings with a non-refundable dollar for dollar tax credit that could reduce their federal income tax liability. Eligibility to participate in the program is based on your filing status and adjusted gross income. For more information about the Saver's Credit, check the IRS website www.irs.gov under the term "Retirement Savings Contributions Credit" or "Saver's Credit".

QUALIFIED RESERVIST DISTRIBUTIONS

Early distributions paid to certain military reservists called to active duty after September 11, 2001 ("Qualified Reservist Distributions") are eligible to be repaid to an IRA within a two-year period after the end of active duty. This provision applies to distributions made after September 11, 2001. Repayments cannot exceed the amount of your Qualified Reservist Distributions. Repayment cannot be made after the date that is two years after your active duty period ends. The repayments are not treated as rollovers.

PROHIBITED TRANSACTIONS

If you or your beneficiary engages in any prohibited transaction as described in Internal Revenue Code Section 4975(c) (such as any sale, exchange, borrowing, or leasing of any property between you and your SIMPLE IRA; or any other interference with the independent status of the account), the account will lose its exemption from tax and be treated as having been distributed to you in the tax year in which you or your beneficiary engaged in the prohibited transaction. The distribution may also be subject to additional penalties including a possible penalty tax if you have not attained age 59½. See IRS Publication 590 for further instructions on calculating taxable gain, reporting amounts in income and prohibited transaction penalty taxes.

In addition, if you or your beneficiary use (pledge) all or any 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. Your distribution may also be subject to a penalty tax if you have not attained age 59½ during the year which you make such a pledge.

ESTATE TAX

Amounts payable to your spouse, as your named beneficiary, may qualify for a marital tax deduction for federal estate tax purposes.

INCOME TAX WITHHOLDING

The Custodian is required to withhold federal income tax from any distribution from your SIMPLE IRA to you at the rate of 10% unless you choose not to have tax withheld. You may elect out of withholding by advising the Custodian in writing, prior to the distribution, that you do not want tax withheld from the distribution. This election may be made on any distribution request form provided by the Custodian. If you do not elect out of tax withholding, you may direct the Custodian to withhold an additional amount of tax in excess of 10%.

State income tax withholding may also apply to distributions from your SIMPLE IRA when federal income tax is withheld. Please contact your tax advisor or state tax authority for information about your state's income tax withholding requirements.

ADDITIONAL INFORMATION

Distributions under $10 will not be reported on IRS Form 1099-R (as allowed under IRS regulations). However, you must still report these distributions to the IRS on your Form 1040 (as well as other forms that may be required to properly file your tax return).

For more detailed information, you may obtain IRS Publication 560-Retirement Plans for Small Business and IRS Publication 590-Individual Retirement Arrangements from any district office of the IRS or by calling 1-800-TAX-FORM. Any SIMPLE IRA transaction may have tax consequences; consult your professional tax advisor to obtain information about the tax consequences in connection with your particular circumstances.

IRS APPROVED FORM

Your SIMPLE IRA is the IRS's model custodial account contained in IRS Form 5305-SA. Certain additions have been made in Article VIII of the form. By following this form, your SIMPLE IRA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the SIMPLE IRA. This form cannot be used with Coverdell ESAs, Roth, SEP, or Traditional IRAs.

SIMPLE INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

(Form 5305-SA April 2017)

The participant is establishing a Savings Incentive Match Plan for Employees of Small Employers IRA "SIMPLE IRA" under sections 408(a) and 408(p) of the Internal Revenue Code to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian has given the participant the disclosure statement required under 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 and, after the 2-year period of participation defined in section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. 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 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:

   (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 requirement described above, by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under 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(I)(2) and Regulations sections 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the 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(I)(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 that are not consistent with sections 408(a) and 408(p) and the related regulations will be invalid.

ARTICLE VII

This agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the persons whose signature appears on the SIMPLE IRA Account Application and Adoption Agreement.

ARTICLE VIII

1. All funds in the custodial account (including earnings) shall be invested in assets permissible under the Code which have been designated by the Custodian as eligible for investment ("Eligible Assets") as directed by the participant in compliance with this Agreement. Eligible Assets will be purchased at the prices determined in accordance with the market applicable to particular Eligible Assets.

2. The Custodian may hold all Eligible Assets in accounts registered to the Custodian or its nominee. Participant shall be the beneficial owner of all Eligible Assets held in the custodial account notwithstanding such registration.

3. The participant shall, from time to time, direct the Custodian to invest funds received by the Custodian under this Agreement. Any funds received by the Custodian under this Agreement for which the Custodian does not receive investment directions may, at the sole discretion of the Custodian, be returned to the participant or held uninvested until direction is received from the participant, in either case without such funds being deemed contributed to the custodial account.

4. The Custodian agrees to forward, or to cause to be forwarded, to participant (i) the then-current prospectus, if any, applicable to each Eligible Asset held in the custodial account, and (ii) any notices, proxies and proxy soliciting materials received by it with respect to Eligible Assets held in the custodial account. In the event Custodian does not receive timely directions from participant with respect to any voting interests of participant in Eligible Assets in the custodial account, Custodian is hereby directed to and shall vote such interests (i) in the same proportion as other participants have timely directed the Custodian to vote such interests, or (ii) as required by law if a vote other than that provided for by clause (i) is so required.

5. The participant shall have the right by written notice to the Custodian (i) to designate one or more beneficiaries to receive any benefit to which the participant may be entitled in the event of the participant's death prior to the complete distribution of such benefit, and (ii) to designate one or more beneficiaries in replacement of any previously designated beneficiaries. Any such notice will be deemed to be in effect when received in good order by the Custodian. If no such designation is in effect at the time of the participant's death, or if all designated beneficiaries have predeceased the participant, the participant's surviving spouse shall become the participant's beneficiary, or, if the participant does not have a surviving spouse at the time of death, the distribution will be made to the participant's estate.

6.

   (a) The Custodian shall have the right to receive rollover contributions as described in Article I of this Agreement. The Custodian reserves the right to refuse to accept any property or contribution which is not in the form of cash.

   (b) The Custodian, upon written direction of the participant and after submission to the Custodian of such documents as it may reasonably require, shall transfer the assets held under this Agreement (reduced by (1) any amounts referred to in paragraph 8 of this Article VIII and (2) any amounts

required to be distributed during the calendar year of transfer) to a successor individual retirement account, to an individual retirement annuity for the Participant's benefit, or directly to the participant.

Any amounts received or transferred by the Custodian under this paragraph 6 shall be accompanied by such records and other documents as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, the participant hereby irrevocably delegates to the Custodian the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to such amendments, provided they shall comply with all applicable provisions of the Code, the Treasury regulations thereunder and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the participant indicated by the Custodian's records.

8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising there from, any transfer taxes incurred, all other administrative expenses incurred, specifically including but not limited to, administrative expenses incurred by the Custodian in the performance of its duties and fees for legal services rendered to the Custodian, and the Custodian's compensation may be paid by the participant and, unless so paid within such time period as the Custodian may establish, shall be paid from the participant's custodial account. The Custodian reserves the right to change or adjust its compensation upon 30 days advance notice to the participant.

9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.

10. The Custodian may rely upon any statement by the participant (or the participant’s beneficiary if the participant is deceased) when taking any action or determining any fact or question which may arise under this Agreement. The participant hereby agrees that neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account will be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. The participant assumes sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code. The participant agrees that the participant will not direct the Custodian to engage in any prohibited transactions (as defined in Code section 4975) with respect to the Custodial Account.

11. The Custodian may resign at any time upon 30 days written notice to the participant and to the sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account**,** and may be removed by the participant at any time upon 30 days written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor Custodian shall be appointed within 30 days of such resignation notice and in the absence of such appointment, the Custodian shall appoint a successor unless the Agreement be sooner terminated. Any successor Custodian shall be a bank (as defined in section 408(n) of the Code) or such other person found qualified to act as a Custodian under an individual account plan by the Secretary of the Treasury or his delegate. The appointment of a successor Custodian shall be effective upon receipt by the Custodian of such successor's written acceptance, which shall be submitted to the Custodian, sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account, and the participant. Within 30 days of the effective date of a successor Custodian's appointment, the Custodian shall transfer and deliver to the successor Custodian applicable account records and assets of the custodial account (reduced by any unpaid amounts referred to in paragraph 8 of this Article VIII). The successor Custodian (and any successor thereto) shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.

12. The Custodian shall, from time to time, in accordance with instructions in writing or by means of recorded telephone conversation with the participant (or the participant’s authorized agent, or the participant’s beneficiary, if the participant is deceased), make distributions out of the custodial account to the participant in the manner and amounts as may be specified in such instructions (reduced by any amounts referred to in Article VIII, paragraph 8). A SIMPLE IRA Distribution Request Form is available from the Custodian, and may be obtained and used to request any distribution from your SIMPLE IRA. Notwithstanding the provisions of Article IV above, the Custodian assumes (and shall have) no responsibility to make any distribution from the custodial account unless and until such instructions specify the occasion for such distribution and the elected manner of distribution, except as set forth in the second part of this paragraph (12) below, with respect to age 70½ distributions.

    Prior to making any such distribution from the custodial account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with any such instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and assumes no duty of further inquiry. Upon receipt of proper instructions as required above, the Custodian shall cause the assets of the custodial account to be distributed in cash and/or in kind, as specified in such instructions.

    The participant may select a method of distribution under Article IV, paragraph 3, option (a) or (b) above. If the participant requests an age 70½ distribution by timely instruction but does not choose any of the methods of distribution described above by the April 1st following the calendar year in which he or she reaches age 70½, distribution to the participant will be made in accordance with Article IV, paragraph 2, option (b). If the participant does not request an age 70½ distribution from the custodial account by timely instruction, or does not specify the amount of the age 70½ distribution which the participant will be taking from another IRA(s), no distribution will be made; however calculation of the current year Required Minimum Distribution amount which cannot be rolled over to another IRA will be made in accordance with Article IV, paragraph 2, option (b).

13. Distribution of the assets of the custodial account shall be made in accordance with the provisions of Article IV as the participant (or the participant's beneficiary if the participant is deceased) shall elect by written instructions to the Custodian; subject, however, to the provisions of sections 401(a)(9), 408(a)(6) and 403(b)(10) of the Code, the regulations promulgated thereunder, Article VIII, paragraph 12 of this Agreement. The provisions of this paragraph (13) of Article VIII shall prevail over the provisions of Article IV to the extent the provisions of this paragraph (13) are permissible under proposed and/or final regulations promulgated by the IRS.

14. In the event any amounts remain in the custodial account after the death of the participant, the rights of the participant under this Agreement shall thereafter be exercised by his or her beneficiary.

15. The Custodian is authorized to hire agents (including any transfer agent for Eligible Assets) to perform certain duties under this Agreement.

16. This Agreement shall terminate coincident with the complete distribution of the assets of the participant's account.

17. All notices to be given by the Custodian to the participant shall be deemed to have been given when mailed to the address of the participant indicated by the Custodian's records.

18. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account shall be responsible for any losses, penalties or other consequences to the participant or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.

19. In addition to the reports required by paragraph (2) of Article V, the Custodian shall periodically cause to be mailed to the participant in respect of each such period an account of all transactions affecting the custodial account during such period and a statement showing the custodial account as of the end of such period. If, within 30 days after such mailing, the participant has not given the Custodian written notice of any exception or objection thereto, the periodic accounting shall be deemed to have been approved and, in such case or upon the written approval of the participant, the Custodian, and the sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.

20. In performing the duties conferred upon the Custodian by the participant hereunder, the Custodian shall act as the agent of the participant. The parties do not intend to confer any fiduciary duties on the Custodian and none shall be implied. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall be liable (and neither assumes any responsibility) for the collection of contributions, the deductibility or the propriety of any contribution under this Agreement, the selection of any Eligible Asset for this custodial account, or the purpose or propriety of any distribution made in accordance with Article IV and Paragraph 12, 13 of Article VIII, which matters are the sole responsibility of the participant or the participant's beneficiary, as the case may be. The participant and the successors of the participant, including any beneficiary, executor or administrator, shall, to the extent permitted by law, indemnify and hold the Custodian and any sponsor, issuer, depository or other person or entity associated with Eligible Assets and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities, except such as may arise from such party's own bad faith, negligence, nonfeasance, or willful misconduct.

21. The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. In determining the taxable amount of a distribution, the participant shall rely only on his or her federal tax records, and the Custodian shall withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in the participant's income.

22. Except to the extent superseded by federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.

23. In the event any asset or property held in the custodial account (or any asset or property previously subject to the operation of this section and administered by the Custodian) is redeemed or liquidated, matures, or is otherwise converted to cash or other property (a "Liquidation") for any reason or under any circumstances and the Custodian does not receive timely instructions designating what it should do with the proceeds of such Liquidation (the "Proceeds") from any person lawfully entitled to give instructions with respect to the account, including without limitation the registered owner of the custodial account ("Owner") and successors and representatives of the Owner, including beneficiaries, heirs, executors, and administrators, or other proper persons or entities, or instructions are received but they cannot reasonably or practicably be carried out as given or are ambiguous or unclear, the Owner expressly directs and authorizes the Custodian to take "Any Reasonable Course Of Conduct". "Any Reasonable Course Of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances -- this course of conduct may include any one or more of the following, but it is not limited to the following: (i) depositing Proceeds in an FDIC-insured bank account or any other account, or using Proceeds to purchase shares of a money market mutual fund or any other asset or property, (ii) distributing Proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the account, (iii) holding Proceeds uninvested in a general account of the Custodian or other depository; and (iv) resigning as Custodian and engaging in a course of conduct, including any described in clauses (i) through (iii), outright and free of trust, if the Owner does not appoint a Custodian which immediately accepts transfer of all Proceeds, although nothing in this clause (iv) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (i) through (iii).

    In the event any agreement or understanding (other than this custodial account agreement) pursuant to which or in consideration of which the Custodian serves as custodian of the Account is terminated (and is not renewed or replaced) and a successor custodian does not take custody of the account in connection with or following such termination, the Custodian, after not less than 30 days notice to the Owner or such other persons as the Custodian reasonably determines to be entitled to give instructions with respect to the account, may (i) take Any Reasonable Course Of Conduct with respect to any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered by the Custodian, and (ii) may reset custodial fees charged to and owed by the account owner to the Custodian to an amount equal to the costs of maintaining the account.

    The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course of Conduct by utilizing the assets, property or Proceeds involved or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset administrative costs of the Custodian under any of the above described circumstances not otherwise recovered the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course of Action, including "float", bank service credits or overnight investment earnings.
    The Custodian shall not be liable for any action taken in reliance on this section, unless such liability is required by the Internal Revenue Code or regulations implementing the Internal Revenue Code, and the Owner expressly waives and releases the Custodian from all such liability. Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the account to the persons it reasonably determines to be entitled to account distributions, the owner and such persons shall bear sole responsibility for any taxes, fines, assessments penalties, levies, tariffs, or other liabilities or consequences of any nature arising or resulting from the distribution, including non-monetary liabilities or consequences, and for taking any actions following the distribution to avoid or mitigate any liabilities or consequences.

    This section shall not be interpreted so as to impose any duty of any nature on the Custodian if any one or more of the events described in this section occurs, whether a duty to take or omit to take any act in particular, to place Proceeds in any particular asset or property, to take possession of Proceeds if possession is discretionary, to exercise discretionary investment authority over the account, or to distribute Proceeds to the Owner. For purposes of clarification, it is the intention of this section to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold Proceeds uninvested.

The Owner authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered or held by the Custodian, and to the extent any of the foregoing consists of anything other than cash, the Custodian may escheat or remit the non-cash asset, property or Proceeds or the cash resulting from a liquidation of such non-cash asset, property or Proceeds.
The account owner acknowledges and accepts the risks of owning the account as described in this section, including the investment risks and tax consequences of the Custodian taking Any Reasonable Course Of Conduct.

GENERAL INSTRUCTIONS

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

PURPOSE OF FORM

Form 5305-SA is a model custodial account agreement that meets the requirements of sections 408(a) and 408(p). However, only Articles I through VII have been reviewed by the IRS. A SIMPLE IRA is established after the form is fully executed by both the individual (Participant) and the Custodian. This account must be created in the United States for the exclusive benefit of the participant or his or her beneficiaries. Do not file Form 5305-S with the IRS. Instead, keep it with your records. For more information on SIMPLE IRAs, including the required disclosures the custodian must give the participant, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements, and **Pub. 590-B**, Distributions from Individual Retirement Arrangements; and **Pub 560,** Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans).

DEFINITIONS

Participant - The participant is the person who establishes the custodial account.

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.

TRANSFER SIMPLE IRA

This SIMPLE IRA is a "transfer SIMPLE IRA" if it is not the original recipient of contributions under any SIMPLE IRA plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

SPECIFIC INSTRUCTIONS

Article IV. - Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the participant reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. - Article VIII and any that follow it may incorporate additional provisions that are agreed to by the participant 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 participant, etc. Use additional pages if necessary and attach them to this form.

SIMPLE IRA
APPLICATION INSTRUCTIONS

DO NOT USE THIS FORM TO ESTABLISH A COVERDELL ESA, ROTH IRA, SEP IRA, OR TRADITIONAL IRA.

HOW TO COMPLETE THE ENCLOSED FORMS

Please make sure a copy of your employer's SIMPLE IRA plan document (either a 5304-SIMPLE agreement or IRS approved prototype agreement) is attached to your Application. To open a SIMPLE IRA your employer's SIMPLE plan must permit plan participants to designate the financial institution that will serve as the custodian, trustee, or issuer of your SIMPLE IRA. If you are an employer who is establishing a SIMPLE Plan, please refer to the IRS website www.irs.gov to obtain a copy of IRS Form 5304-SIMPLE.

References to the "Custodian", "BNY Mellon ", "we" or "us" mean BNY Mellon Investment Servicing Trust Company.

To establish a SIMPLE IRA, please complete the "SIMPLE IRA Application and Adoption Agreement" (the "Application"). The applicant's name must be that of an individual, not a business or trust. The SIMPLE IRA you establish with the Custodian is referred to in these forms and documents as "your SIMPLE IRA" or "custodial account", depending on the context. The Custodian of the SIMPLE IRA you establish pursuant to the Application must receive the complete name and address of your employer.

The maximum allowable contribution to your SIMPLE IRA is 100% of your salary up to the contribution limit for the given tax year* as deferred compensation. This limit is in addition to your employer's matching or non-elective contributions. In the case of an eligible employee who will be age 50 or older before the end of the calendar year, the above limitation increases by $3,500. Contribution limits may be subject to IRS cost-of-living adjustments. *Please read the SIMPLE Individual Retirement Account Disclosure Statement and any supplements attached carefully or consult IRS Publications 560 or 590-A or consult a professional tax advisor for more information about eligibility requirements and contribution restrictions.

Contributions to your SIMPLE IRA may be invested in one or more mutual funds pursuant to the Mutual Fund Option (please see "Description of Available Options for Your Contributions").

Prospectuses for the mutual funds available through the Mutual Fund Option (the "Funds") may be obtained by calling (877)-DLINE11 (877)-354-6311. Before investing in a Fund, please be sure to read the prospectus for that Fund carefully.

All portions of this SIMPLE IRA Application and Adoption Agreement are binding on you so you are encouraged to read all portions of it, and in particular the section titled "Description of Available Options for Your Contributions", the Custodial Account Agreement and the Application section titled "Terms and Conditions".

The minimum initial investment to establish a DoubleLine Funds IRA varies based on the class of shares purchased: Class N $500, Class I $5,000.

Please make checks payable to DoubleLine Funds.

SIMPLE IRA ROLLOVERS

If you are rolling money into your SIMPLE IRA that you received from another custodian, trustee or issuer, please be sure to mark "Rollover" in the Participant Information section of the Application and complete the Certification of Rollover Assets Form.

SIMPLE IRA TRANSFERS

If you will be transferring assets from an existing SIMPLE IRA to your DoubleLine Funds SIMPLE IRA, please be sure to mark "Transfer from a SIMPLE IRA" in the Participant Information section of the Application and complete the SIMPLE IRA Transfer of Assets Form.

If you have questions or need assistance, please call (877)-DLINE11 (877)-354-6311

Please mail your completed Application to:

First Class Mail:
DoubleLine Funds
PO Box 534476
Pittsburgh, PA 15253-4476

Overnight Mail:
DoubleLine Funds
Attention: 534476
500 Ross Street 154-0520
Pittsburgh, PA 15262

SIMPLE IRA
APPLICATION and ADOPTION AGREEMENT

DoubleLine Funds **P.O. Box 534476** **Pittsburgh, PA 15253-4476** **(877)-DLINE11 (877)-354-6311**

PARTICIPANT INFORMATION

Name: Cell Phone: ( )

Street Address (required): Alternate Telephone: ( )

City: State: Zip Code:

Social Security Number: Date of Birth:

Mailing/PO Box Address:

City: State: Zip Code:

Email Address (optional):

☐ **Transfer from a SIMPLE IRA** ☐ **Rollover** ☐ **Establish for Salary Deferrals** - (Important: Fund minimums may apply)

Date You First Participated in the Employer's Plan: _____

EMPLOYER INFORMATION

Please attach a copy of the employer's 5304-SIMPLE Form or Prototype Adoption Agreement

Employer Name:

Employer Address:

Telephone: ( )

INVESTMENT INSTRUCTIONS FOR CONTRIBUTIONS

Fund Name: Percentage %

Fund Name: Percentage %

Fund Name: Percentage %

Must equal 100%

All dividends and capital gains will be reinvested.

BENEFICIARY DESIGNATION

Note, the share percentage must equal 100% for all Primary or all Contingent Beneficiaries. If neither the Primary nor the Contingent Beneficiary box is checked, the beneficiary will be deemed to be a Primary Beneficiary. If a trust is designated as a Beneficiary, please provide both the date of the trust and the name(s) of the trustee(s).

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). I understand that, unless I have specified otherwise, if I name multiple Primary Beneficiaries and a beneficiary does not survive me, such interest is terminated and that percentage will be divided proportionately among the remaining Primary Beneficiaries. Similarly, unless I have specified otherwise, if no Primary Beneficiary survives me and I have named multiple Contingent Beneficiaries and a beneficiary does not survive me, such interest is terminated and that percentage will be divided proportionately among the remaining Contingent Beneficiaries.

I understand that I may change my beneficiaries at any time by giving written notice to the Custodian. If I do not designate a beneficiary, or if all designated beneficiaries predecease me, my surviving spouse will become the beneficiary of my IRA. If I do not have a surviving spouse at the time of my death, my estate will become the beneficiary of my IRA.

PER STIRPES BENEFICIARY DESIGNATIONS - The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

☐ Primary ☐ Contingent

Name: Social Security Number:

Date of Birth: Relationship: Share: %

Address: Telephone: ( )

City: State: Zip Code:

☐ Primary ☐ Contingent

Name: Social Security Number:

Date of Birth: Relationship: Share: %

Address: Telephone: ( )

City: State: Zip Code:

☐ Primary ☐ Contingent

Name: Social Security Number:

Date of Birth: Relationship: Share: %

Address: Telephone: ( )

City: State: Zip Code:

☐ Primary ☐ Contingent

Name: Social Security Number:

Date of Birth: Relationship: Share: %

Address: Telephone: ( )

City: State: Zip Code:

Custodian - Disclaimer: The Participant's spouse may have a property interest in the account, and may also have a right to dispose of that property interest by will. Therefore, the Custodian, together with any sponsors, issuers, depositories and other persons or entities associated with the investments, specifically disclaim any warranty as to the effectiveness of the Participant's beneficiary designation, or any warranty as to the ownership of the account after the death of the Participant or the Participant's spouse. For additional information, a qualified tax or legal professional should be consulted.

TERMS AND CONDITIONS

I, the Participant, acknowledge receiving and reading the SIMPLE IRA Application and Adoption Agreement Instructions, the Disclosure Statement, the Custodial Account Agreement and the Privacy Notice (the "Account Documents"). I acknowledge receiving and reading the current prospectus for each Mutual Fund I may have designated for investment. I understand that contributions to my SIMPLE IRA will be invested in accordance with the written instructions I provide with respect to that contribution. The Custodian, upon proper instructions from me, is authorized to exchange units of one Eligible Asset for units of any other Eligible Asset and to purchase units of any Eligible Asset with the proceeds of any redemption.

Article VIII, Section 23 of the Custodial Account Agreement authorizes the Custodian to take or to omit to take certain actions in the event assets or property in my SIMPLE IRA account are liquidated and the Custodian does not receive timely instructions it can reasonably or practicably carry out and I agree to said Section 23.

I hereby establish a SIMPLE IRA in accordance with the instructions provided on these pages and agree to participate under the terms and conditions contained in the Account Documents and these pages titled "SIMPLE IRA APPLICATION AND ADOPTION AGREEMENT" (the "Full Agreement"). I agree that this SIMPLE IRA becomes effective only upon written acceptance by the Custodian and that such written acceptance will consist of a confirmation of transaction statement. I also acknowledge receiving a copy of the employer plan document under which this SIMPLE IRA is established.

I agree that the Custodian may amend (add to, delete from or revise) any term of the Full Agreement at any time by notice to me and that my sole remedy if I disagree with the amendment is to transfer funds in the SIMPLE IRA account to another custodian. I agree that the Full Agreement is binding on me and on my successors in interest.

Custodial Fees: $25.00 annual maintenance fee per account per year. This fee is owed and due for each full and partial calendar year that the SIMPLE IRA is open. The Participant may pay the fee with funds other than those in the SIMPLE IRA ("non-custodial funds"). If the fee for a calendar year is not paid by the participant from non-custodial funds by the date reasonably designated by the Custodian or prior to closing the SIMPLE IRA account, the Custodian is authorized to deduct the fee from funds in the SIMPLE IRA account at any time immediately after such payment due date or immediately after receiving instructions to close the SIMPLE IRA account. The Custodian is authorized to change the fee but will give at least 30 days written notice to the Participant of any fee change. The Custodian will keep those records, identify and file returns and provide other information concerning the IRA as required of custodians by the Internal Revenue Code and any regulations issued or forms adopted by the IRS or U.S. Treasury Department.

I understand that the telephone transaction privileges will apply to my account. I agree that neither the Custodian, DoubleLine Funds, nor their transfer agent, their agents, officers, trustees, directors or employees will be liable for any loss, liability or expense for acting, or refusing to act on instructions given under the telephone transaction privileges that are reasonably believed to be genuine and I accept the risk of loss.

I direct that upon my death benefits be paid as indicated on the beneficiary designation. If I name a Trust as beneficiary, I understand I must provide certain information concerning such Trust to the Custodian. I understand that, if I am subject to community property or marital property state requirements, my spouse may be required to consent to any beneficiary I designate who is not my spouse, or who is in addition to my spouse. I also understand that any beneficiary designation I make, other than my spouse, may not be effective without my spouse's consent. I certify, under penalty of perjury, if I am married and have not named my spouse as my sole Primary Beneficiary, I have consulted a qualified tax or legal professional about the need to document spousal consent, and about the consequences of not obtaining my spouse's consent.

I (the Participant) certify under penalties of perjury that (i) all information I have provided on this form or otherwise in connection with establishing my SIMPLE IRA is true, correct, and complete, and (ii) I am a US person (including a US resident alien) and that my Social Security Number is true, correct and complete and that this number is my Taxpayer Identification Number. (Foreign persons must use appropriate Form W-8)

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies persons opening accounts; To comply, the Custodian requires the participant's name, address, date of birth and government-issued identification number (generally, a Social Security Number) and other information that may help the Custodian identify the participant; and the Custodian may ask for copies of related documentation and may consult third-party databases to help verify the participant's identity. I have read and I understand the Disclosure Statement which explains the risks of opening this account if I do not provide all requested identification materials or if my identity cannot be adequately verified in accordance with U.S. Government requirements.

Participant's Signature: **Date:**

SIMPLE IRA Custodian: BNY Mellon Investment Servicing Trust Company, P.O. Box 534476, Pittsburgh, PA 15253-4476

DEALER OR ADVISOR DESIGNATION - If you do not have a Dealer or Advisor assisting you with this transaction, please leave this section blank.

Firm Name: Firm Number:

Representative's Name: Rep. Number:

Telephone: ( ) Branch Number:

Branch Address:

DOUBLELINE FUNDS SIMPLE INDIVIDUAL RETIREMENT ACCOUNT (SIMPLE IRA) TRANSFER OF ASSETS FORM

Use this form to request a transfer of SIMPLE IRA assets held with another custodian to your DoubleLine Funds SIMPLE IRA. Based on your instructions, BNY Mellon Investment Servicing Trust Company will initiate the transfer for you. If you reached or passed the age Required Minimum Distributions begin (age 70 ½ if you were born on or prior to June 30, 1949, age 72 if you were born between July 1, 1949 and December 31, 1950 and age 73 if you were born between January 1, 1951 and December 31, 1959), you are responsible for distributing any required minimum distribution amounts from your current SIMPLE IRA in advance of the transfer. Please remember the transfer of assets can only occur between SIMPLE IRA accounts until the 2-year rule requirement is met. Incomplete information will result in delays in processing your request. If you need assistance completing this form, please contact Shareholder Services at (877)-DLINE11 (877)-354-6311

PARTICIPANT INFORMATION

Name: Cell Phone: ( )

Address: Alternate Telephone: ( )

City: State: Zip Code:

Social Security Number: Date of Birth:

INVESTMENT INSTRUCTIONS

Complete items A and B.

A. ☐ I am opening a new SIMPLE IRA and have attached the required SIMPLE IRA Application.

☐ Deposit the proceeds into my existing SIMPLE IRA. Account Number: _____

B. Invest as follows: (Minimum initial investment is $. Minimum subsequent investment is $.)

Fund Name:	Dollar Amount $	or	Percentage%
Fund Name:	Dollar Amount $	or	Percentage%
Fund Name:	Dollar Amount $	or	Percentage%
			Must equal 100%

CURRENT CUSTODIAN AND ACCOUNT INFORMATION

Please attach your most recent statement, if possible. Note: your current custodian may require a Medallion Signature Guarantee to process your transfer request. Please see the Participant Authorization section for an explanation of the Medallion Signature Guarantee.

Name of current custodian:

Address:

City: State: Zip code:

Contact name: Telephone number: ( )

1) Investment to transfer:

Account number: Share class: CUSIP number:

☐ Liquidate Entire Account ☐ Partial Dollar Amount $ _____or # of Shares_____ ☐ Transfer In-Kind

For Certificate of Deposits: ☐ Immediately* ☐ At Maturity Date _____

Continued on next page.

DOUBLELINE FUNDS - SIMPLE INDIVIDUAL RETIREMENT ACCOUNT (SIMPLE IRA)
TRANSFER OF ASSETS FORM CONTINUED

2) Investment to transfer:

Account number: Share class: CUSIP number:

☐ Liquidate Entire Account ☐ Partial Dollar Amount $ _____or # of Shares_____ ☐ Transfer In-Kind

For Certificate of Deposits: ☐ Immediately* ☐ At Maturity Date _____

***Note:** If you wish to have certificates of deposit transferred immediately and they have not matured, you may incur a redemption penalty. We cannot accept requests to transfer assets from certificates of deposit more than 60 days before their maturity.

PARTICIPANT AUTHORIZATION

I authorize the transfer of assets as noted above to my DoubleLine Funds SIMPLE IRA and authorize my current custodian, DoubleLine Funds and BNY Mellon Investment Servicing Trust Company to process this request on my behalf. I understand it is my responsibility to insure the prompt transfer of assets by the current custodian. I have read and understand all information on this form and hereby provide the applicable authorization.

Participant's Signature: **Date:**

Medallion Signature Guarantee Stamp and Signature (If required by your current custodian or transfer agent): An eligible guarantor is a domestic bank or trust company, securities broker/dealer, clearing agency or savings association that participates in a medallion program recognized by the Securities Transfer Agents Association. The three recognized medallion programs are the Securities Transfer Agents Medallion Program (known as STAMP), Stock Exchanges Medallion Program (SEMP), and the Medallion Signature Program (MSP). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

Medallion Signature Guarantee Stamp

Mail to the following:

First Class Mail:
DoubleLine Funds
PO Box 534476
Pittsburgh, PA 15253-4476

Overnight Mail:
DoubleLine Funds
Attention: 534476
500 Ross Street 154-0520
Pittsburgh, PA 15262

Customer Service:
(877)-DLINE11 (877)-354-6311

DOUBLELINE FUNDS SIMPLE INDIVIDUAL RETIREMENT ACCOUNT (SIMPLE IRA)
CERTIFICATION OF ROLLOVER ASSETS

Use this form to certify that a contribution is an eligible rollover contribution.

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information, see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – "Application of one-rollover-per-year limitation."

PARTICIPANT INFORMATION

Name: Cell Phone: ( )

Address: Alternate Telephone: ( )

City: State: Zip Code:

Social Security Number: Date of Birth:

Existing Account Number: or ☐ New SIMPLE IRA Account Application attached

☐ **SIMPLE IRA to SIMPLE IRA 60-day Rollover** - I certify that this is a distribution of all or part of my account balance from another SIMPLE IRA and, that this distribution is being rolled over within 60 calendar days. I certify that 365 days have passed since I last received an IRA distribution that I rolled over to this or another IRA.

☐ **IRA to SIMPLE IRA 60-day Rollover** - I certify that I have been a participant in this SIMPLE IRA plan for 2 or more years. I certify that this is a distribution of all or part of my account balance from another IRA that is not a SIMPLE IRA, and that this distribution is being rolled over within 60 calendar days from the date that I received the distribution. I certify that 365 days have passed since I last received an IRA distribution that I rolled over to this or another IRA.

☐ **SIMPLE IRA 3-Year Rollover** – I certify that this is a distribution from this or another IRA* which is being rolled over within 3 calendar years following the date of a (indicate one below). *If this distribution is not from a SIMPLE IRA I understand that I must have been a participant in this SIMPLE IRA plan for 2 or more years.

- ☐ A qualified birth or adoption distribution(s) of up to $5,000 in compliance with Section 72(t)(2)(H) of the Internal Revenue Code.
- ☐ Emergency Personal Expense Distribution (s) of up to $1,000 per calendar year in compliance with Section 72(t)(2) of the Internal Revenue Code.
- ☐ A Distribution as a domestic abuse victim of up to $10,000 in compliance with Section 72(t)(2) of the Internal Revenue Code.

☐ **SIMPLE IRA Eligible Rollover Distribution** – I certify that this is a non-periodic distribution from my previous employer's qualified retirement plan of all or part of my account balance, other than the portion of any distribution which is nontaxable, which is being rolled over within 60 calendar days. (Your employer's plan administrator should be able to tell you what portion of your distribution is an "eligible distribution".) I certify that no portion of this rollover is from any portion of a Designated Roth Contribution Account under my employer's qualified retirement plan or from any amount required to be distributed under Internal Revenue Code Sections 408(a)(6) and 401(a)(9), commonly known as a required minimum distribution.

PARTICIPANT CERTIFICATION

I certify that the contribution described above is an eligible SIMPLE IRA rollover contribution. I certify that this contribution is being rolled over within 60 calendar days (or within 3 years if applicable) or is being rolled directly from my employer's plan or current custodian and meets the requirements for tax law provisions, as described above. I certify that the rollover is not part of a series of payments over my life expectancy or over a period of 10 years or more. The rollover does not include any required minimum distribution, hardship distribution, corrective distribution, or deemed distribution from the employer's qualified retirement plan. I understand that this rollover contribution is irrevocable and involves important tax considerations. Specifically, I understand that a rollover contribution from a pre-tax qualified retirement plan will no longer be eligible for the special averaging, capital gains and separate tax treatment that may be available under my employer's plan. I agree that I am solely responsible for all tax consequences. I understand that if I have not been a participant in this SIMPLE Plan for a minimum of 2 years that only distributions from another SIMPLE IRA are eligible to be rolled over into this account and rollover of assets from any other plan may be ineligible for rollover. I also agree that neither the Custodian nor DoubleLine Funds shall have responsibility for any such tax consequences or any consequences resulting from this amount being ineligible for rollover. Rules regarding rollovers, and their tax implications, are complex. Please refer to IRS Publication 590-b or a professional tax advisor for more information.

I have read this form and understand and agree to be legally bound by the terms of this form. I also understand that the Custodian will rely on my instructions within this form when accepting my rollover contribution.

Participant's Signature: **Date:**

Mail to the following:

First Class Mail:
DoubleLine Funds
P.O. Box 534476
Pittsburgh, PA 15253-4476

Overnight Mail:
DoubleLine Funds
ATTENTION: 534476
500 Ross Street 154-0520
Pittsburgh, PA 15262

Customer Service:
877-DLINE11 (877-354-6311)

FACTS	WHAT DOES **BNY MELLON INVESTMENT SERVICING TRUST COMPANY** DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number • Account balances • Transaction history • Account transactions • Retirement assets When you are no longer our customer, we continue to share your information as described in this notice.

How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BNY Mellon Investment Servicing Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does **BNY Mellon Investment Servicing Trust Company** share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?	Call 855-649-0623

Who we are	
Who is providing this notice?	BNY Mellon Investment Servicing Trust Company, custodian for self-directed savings and retirement accounts, such as Individual Retirement Accounts, Qualified Plans and 403(b)(7) Plans, and for mutual fund Wrap Product and Global Cash Portal accounts

What we do	
How does **BNY Mellon Investment Servicing Trust Company** protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does **BNY Mellon Investment Servicing Trust Company** collect my personal information?	We collect your personal information, for example, when you • Open an account or deposit funds • Make deposits or withdrawals from your account • Provide account information • Give us your contact information • Show your government-issued ID We also collect your personal information from affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • **BNY Mellon Investment Servicing Trust Company** does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • **BNY Mellon Investment Servicing Trust Company** doesn't jointly market.

Other important information
This notice applies to individual consumers who are customers or former customers. This notice replaces all previous notices of our consumer privacy policy, and may be amended at any time. We will keep you informed of changes or amendments as required by law.

DOUBLELINE FUNDS SIMPLE INDIVIDUAL RETIREMENT ACCOUNT (IRA) DISTRIBUTION REQUEST FORM

This form is not intended for required minimum distributions, trustee-to-trustee transfers, or conversion requests. For trustee-to-trustee transfers, please complete the appropriate receiving custodian's trustee-to-trustee transfer form. This form is not intended to facilitate a beneficiary/inherited IRA transfer due to death. For revocations, refer to the SIMPLE Individual Retirement Account (IRA) Disclosure Statement for instructions and information regarding your revocation rights. All required documentation must be received in good order before the distribution request can be honored. All legal documents must be certified and a Medallion Signature Guarantee may be required. Please see the Participant Authorization Section for an explanation of the Medallion Signature Guarantee.

I. PARTICIPANT INFORMATION – Please print

Name: Cell Phone: ( )

Address: Alternate Telephone: ( )

City: State: Zip Code:

Social Security Number: Date of Birth:

Account Number: SIMPLE IRA – Year First Established*:

Complete the following if you are a beneficiary requesting a full liquidation of the inherited proceeds.

Beneficiary Name: Cell Phone: ( )

Address: Alternate Telephone: ( )

City: State: Zip Code:

Social Security Number: Date of Birth:

* A distribution received before you attain age 59½ is considered a premature distribution and is subject to a penalty tax equal to 10% of the distribution unless an exception applies (see "Early Distributions from a SIMPLE IRA" in your SIMPLE IRA Disclosure Statement). If the premature distribution is made prior to satisfying the required two-year holding period (2 years from the date on which you first participated in a SIMPLE IRA maintained by your employer) and no exception applies, then the penalty tax is increased to 25%.

II. REASON FOR DISTRIBUTION

The distribution is being made for the following reason (check one):

☐ 1. Normal distribution - You are age 59½ or older.

☐ 2. Early (premature) distribution - You are under age 59½, including distributions due to medical expenses, health insurance premiums, higher education expenses, first time homebuyer expenses, or other reasons.

☐ 3. Substantially equal periodic payments within the meaning of section 72(t) of the Internal Revenue Code. **Complete Section IV Part B and review B Part II**

☐ 4. Death/Beneficiary liquidation – The **Date of Death of the Owner of the account MM/DD/YYYY is required _____/_____/_____,** contact Shareholder Services regarding additional document requirements.

☐ 5. Permanent disability - You certify that you are disabled within the meaning of section 72(m)(7) of the Internal Revenue Code.*

☐ 6. Transfer incident due to divorce or legal separation - Contact Shareholder Services regarding additional document requirements.

☐ 7. Removal of excess - You must complete **Section III (Excess Contribution Election)** in its entirety.

☐ 8. Direct rollover to a Qualified Plan, 401(k), TSP or 403(b) - You are certifying that the receiving custodian will accept the IRA assets issued and that you have satisfied the required two-year holding period.

☐ 9. Qualified Reservist Distribution

☐ 10. Qualified Hurricane Distribution

☐ 11. Qualified Birth or Adoption Distribution as defined in section 72(t)(2) of the Internal Revenue Code

* For purposes of section 72(m)(7), an individual shall be considered to be disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

III. EXCESS CONTRIBUTION ELECTION

Instructions for the Participant: You must indicate how the return of excess should be distributed in **Section IV - DISTRIBUTION AMOUNT (subsection A)**. A check for the proceeds will be mailed to your address of record unless the amounts are attributable to employer contributions that are being returned to the employer with your authorization. Amounts returned as excess contributions are not eligible for rollover.

Important: Please consult with your employer to discuss the appropriate steps to correct excess contributions. Amounts deferred to your SIMPLE IRA in excess of the allowable limit may be subject to a non-deductible excise tax of 6% for each year until the excess is removed. The 6% excise tax on excess contributions will not apply if the excess contribution and earnings allocable to it are distributed by April 15th of the year following the annual deferral.

Earnings on Salary Deferral and Employer Contributions - For the purpose of the excess contribution, we will calculate the Net Income Attributable (NIA) to the contribution using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the SIMPLE IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution. The IRS may impose an early distribution penalty tax on the earnings if you are under age 59½. You must file IRS Form 5329 *Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts* to report any excise tax.

SALARY DEFERRAL CORRECTION

Excess Salary Deferral: $_____ Date Deposited:_____

Salary deferral excess is being corrected: (select either A, B, or C)

☐ **A.** Within the same calendar that the excess deferral was deposited. Earnings (if any) will be calculated through the date of correction.

☐ **B.** Between January 1 and April 15th following the calendar year in which excess deferral was deposited. Earnings (if any) will be calculated based on the December 31st value for the deferral calendar year.

☐ **C.** After April 15th following the calendar year in which the excess deferral was deposited. Earnings (if any) will be calculated through the date of correction.

EMPLOYER CONTRIBUTION CORRECTION – (Employer signature required)

Excess Employer Contribution: $_____ Date Deposited:_____

Important: The participant must complete Section IV - DISTRIBUTION AMOUNT (subsection A) and sign the Participant Authorization section to facilitate this request. Please indicate how we should distribute the proceeds:

Earnings (if any) will be calculated through the date of correction.

The check will be made payable to the company and mailed to the following address.

Company Name: Phone Number: ( )

Address: City: State: Zip Code:

Employer's Signature (required): Date:

Employer's Printed Name (required):

IV. DISTRIBUTION AMOUNT – Complete Section A or B

A. One time redemption - Choose one: ☐ Liquidate Entire Account or ☐ Partial Distribution of $_____[1]

OR

B. Systematic Distributions: Amount of each distribution $_____[1]

Beginning Date MM/DD/YYYY _____ /_____ /_____ Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

If no beginning date is selected distributions will be scheduled for the 20th, If this form is received after the beginning date selected the first distribution will occur immediately upon receipt and future payments scheduled on the date selected.

If a frequency is not selected, your RMD will be distributed annually on the 20th of the next available month

B Part II - Substantially Equal Periodic Payments (SEPP) under Section 72(t) of the Internal Revenue Code

If you are requesting BNYM I S Trust recalculate the amount of your SEPP annually using an RMD method leave "Amount of each distribution" in B. Systematic Distributions blank and select the calculation method to use:

Calculate under the RMD method using ☐ Uniform Lifetime Table ☐ Single Life Table ☐ Joint and Last Survivor Table*

*Beneficiary's Name: _____ Date of Birth: _____

I acknowledge I have consulted with a qualified tax professional and *IRS Publication 590-B; Distributions from Individual Retirement Arrangements (IRAs).* I understand I am solely responsible for determining the amount to distribute and for monitoring if a modification of the SEPP under Section 72(t) has occurred. Neither the custodian nor the plan sponsor will monitor the SEPP. I understand the custodian does not report SEPP distributions on IRS Form 1099-R as exempt from the early distribution penalty and that I am expected to file IRS Form 5329 along with my income tax return to the IRS to claim a penalty tax exception for this reason.

[1]**Distributions will be taken proportionately across all funds unless specific funds and amounts are indicated below:**

Fund: _____ Amount: $_____ or Percentage: _____%

Fund: _____ Amount: $_____ or Percentage: _____%

Fund: _____ Amount: $_____ or Percentage: _____%

Total Amount: $_____ Total 100%

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS: An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information, see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – "Application of one-rollover-per-year limitation."

V. MAILING INSTRUCTIONS – (excluding employer excess contribution corrections)

☐ **Mail to my address of record**

☐ ***Qualified Plan, 401(k), TSP or 403(b) Direct Rollover Deposit** – Check will be made payable to the receiving custodian.

ONLY COMPLETE THIS OPTION IF YOU ELECTED A DIRECT ROLLOVER TO A QUALIFIED PLAN OR 403(B) IN SECTION II. DO NOT USE THIS OPTION FOR ANY OTHER PAYMENT INCLUDING MOVING ASSETS TO AN IRA CUSTODIAN

Type of plan receiving IRA assets: ☐ 401(k) ☐ 403(b) ☐ TSP ☐ 457 plan ☐ other employer sponsored qualified plan

*Receiving Custodian: Account Number:

Street: City: State: Zip:

☐ ***Transfer funds electronically via ACH** *(voided check required, if not on file)* **(or)** ☐ *Mail check to:

Name of Institution: _____

Address: _____

_____

Routing and Account Number: _____

*A Medallion Signature Guarantee (MSG) Stamp is required if the banking instructions are not already on file. An MSG may be obtained at your local bank or trust company, securities broker/dealer, clearing agency or savings association. The bank account must include your name in the account registration.

☐ **Purchase into my non-retirement account:**

☐ Application attached with investment instructions **(or)** ☐ Existing Account Number: _____ as indicated below:

Investment Fund(s): _____

VI. TAX WITHHOLDING ELECTION

A. Federal Withholding: Federal income tax will be withheld at the rate of 10% from any distribution, subject to the IRS withholding rules, unless you elect a withholding rate of 0% below or have previously elected out of withholding. Tax will be withheld on the gross amount of the payment even though you may be receiving amounts that are not subject to withholding because they are excluded from gross income. This withholding procedure may result in excess withholding on the payments. If you elect to have no federal taxes withheld from your distribution, or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. You understand that your below election will remain in effect until such time as you make a different election with the Custodian.

☐ I elect federal income tax withholding of 0%, do not withhold federal income tax from my distributions.*

☐ I elect federal income tax withholding of _____% must be a whole percent, you may elect any rate from 1% to 100%.*

See the attached Form W-4R Withholding Certificate for Nonperiodic Payments which has the **Marginal Rate Tables** and "**Suggestion for determining withholding"** instructions. You may use these tables and instructions to help you select the appropriate withholding rate.

*Generally, you can't elect less than 10% federal income tax withholding for payments to be delivered outside the United States and its possessions.

B. State Withholding: Your state of residence will determine your state income tax withholding requirements, if any. Those states with mandatory withholding may require state income tax to be withheld from payments if federal income taxes are withheld or may mandate a fixed amount regardless of your federal tax election. Voluntary states let individuals determine whether they want state taxes withheld. Some states have no income tax on retirement payments. Please consult with a tax advisor or your state's tax authority for additional information on your state requirements. If you are completing this form, your below election will remain in effect until such time as you make a different election in writing to the Custodian.

☐ I elect **NOT TO** have state income tax withheld from my retirement account distributions (only for residents of states that do not require mandatory state tax withholding).

☐ I elect **TO** have the following dollar amount or percentage withheld from my retirement account distribution for state income taxes (for residents of states that allow voluntary state tax withholding). $ _____ or _____ %

VII. PARTICIPANT AUTHORIZATION

I certify that I am the individual authorized to make these elections and that all information provided is true and accurate. I further certify that the Custodian, the DoubleLine Funds, or any agent of either of them has given no tax or legal advice to me, and that all decisions regarding the elections made on this form are my own. The Custodian is hereby authorized and directed to distribute funds from my account in the manner requested. The Custodian may conclusively rely on this certification and authorization without further investigation or inquiry. I expressly assume responsibility for any adverse consequences which may arise from the election(s) and agree that the Custodian, DoubleLine Funds, and their agents shall in no way be responsible, and shall be indemnified and held harmless, for any tax, legal or other consequences of the election(s) made on this form.

Substitute W-9 - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and

2. I am not subject to backup withholding because:

- **a. I am exempt from backup withholding; or**
- **b. I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or**
- **c. The IRS has notified me that I am no longer subject to backup withholding; and**

3. I am a U.S. citizen or other U.S. person (as defined in the Form W-9 instructions found at www.irs.gov).

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Participant's Signature*: **Date:**

* Beneficiary's signature for inheritance liquidations.

Please review the DoubleLine Funds prospectus for Medallion Signature Guarantee stamp requirements.

Medallion Signature Guarantee Stamp and Signature: An eligible guarantor is a domestic bank or trust company, securities broker/dealer, clearing agency or savings association that participates in a medallion program recognized by the Securities Transfer Agents Association. The three recognized medallion programs are the Securities Transfer Agents Medallion Program (known as STAMP), Stock Exchanges Medallion Program (SEMP), and the Medallion Signature Program (MSP). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

Medallion Signature Guarantee Stamp

Mail to the following:

First Class Mail:
DoubleLine Funds
PO Box 534476
Pittsburgh, PA 15253-4476

Overnight Mail:
DoubleLine Funds
Attention: 534476
500 Ross Street 154-0520
Pittsburgh, PA 15262

Customer Service:
(877)-DLINE11 (877)-354-6311

Substitute W-4R 2026 - Withholding Certificate for Nonperiodic Payments – For use with IRAs ONLY

Where instructed to provide your withholding election on "line 2" use the space provided on the attached form under "Federal Income Withholding Election."

2026 Marginal Rate Tables

You may use these tables to help you select the appropriate withholding rate for this payment or distribution. Add your income from all sources and use the column that matches your filing status to find the corresponding rate of withholding. See below for more information on how to use this table.

Single or Married filing Separately		**Married filing jointly or Qualifying surviving spouse**		**Head of household**	
Total income over—	**Tax rate for every dollar more**	*Total income over—*	**Tax rate for every dollar more**	*Total income over—*	**Tax rate for every dollar more**
$0	0%	$0	0%	$0	0%
16,100	10%	32,200	10%	24,150	10%
28,500	12%	57,000	12%	41,850	12%
66,500	22%	133,000	22%	91,600	22%
121,800	24%	243,600	24%	129,850	24%
217,875	32%	435,750	32%	225,900	32%
272,325	35%	544,650	35%	280,350	35%
656,700*	37%	800,900	37%	664,750	37%
*If married filing separately, use $400,450 instead for this 37% rate.					

General Instructions: Section references are to the Internal Revenue Code.

Future developments. For the latest information about any future developments related to Form W-4R, such as legislation enacted after it was published, go to *www.irs.gov/FormW4R*.

Purpose of form. Complete Form W-4R to have payers withhold the correct amount of federal income tax from your nonperiodic payment from an employer retirement plan, annuity (including a commercial annuity), or individual retirement arrangement (IRA). See below for the rules and options that are available for each type of payment.

Caution: If you have too little tax withheld, you will generally owe tax when you file your tax return and may owe a penalty unless you make timely payments of estimated tax. If too much tax is withheld, you will generally be due a refund when you file your tax return. Your withholding choice (or an election not to have withholding on a nonperiodic payment) will generally apply to any future payment from the same plan or IRA. Submit a new Form W-4R if you want to change your election.

Nonperiodic payments—10% withholding. Your payer must withhold at a default 10% rate from the taxable amount of nonperiodic payments **unless** you enter a different rate on line 2. Distributions from an IRA that are payable on demand are treated as nonperiodic payments. Note that the default rate of withholding may not be appropriate for your tax situation. You may choose to have no federal income tax withheld by entering "-0-" on line 2. See the specific instructions below for more information. Generally, you are not permitted to elect to have federal income tax withheld at a rate of less than 10% (including "-0-") on any payments to be delivered outside the United States and its territories .

Note: If you don't give Form W-4R to your payer, you don't provide an SSN, or the IRS notifies the payer that you gave an incorrect SSN, then the payer must withhold 10% of the payment for federal income tax and can't honor requests to have a lower (or no) amount withheld. Generally, for payments that began before 2026, your current withholding election (or your default rate) remains in effect unless you submit a Form W-4R.

Payments to nonresident aliens and foreign estates. Do not use Form W-4R. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, and Pub. 519, U.S. Tax Guide for Aliens, for more information.

Tax relief for victims of terrorist attacks. If your disability payments for injuries incurred as a direct result of a terrorist attack are not taxable, enter "-0-" on line 2. See Pub. 3920, Tax Relief for Victims of Terrorist Attacks, for more details.

Specific Instructions

Line 2 - More withholding. If you want more than the default rate withheld from your payment, you may enter a higher rate on line 2.

Less withholding (nonperiodic payments only). If permitted, you may enter a lower rate on line 2 (including "-0-") if you want less than the 10% default rate withheld from your payment. If you have already paid, or plan to pay, your tax on this payment through other withholding or estimated tax payments, you may want to enter "-0-".

Suggestion for determining withholding. Consider using the Marginal Rate Tables above to help you select the appropriate withholding rate for this payment or distribution. The tables are most accurate if the appropriate amount of tax on all other sources of income, deductions, and credits has been paid through other withholding or estimated tax payments. If the appropriate amount of tax on those sources of income has not been paid through other withholding or estimated tax payments, you can pay that tax through withholding on this payment by entering a rate that is greater than the rate in the Marginal Rate Tables.

The marginal tax rate is the rate of tax on each additional dollar of income you receive above a particular amount of income. You can use the table for your filing status as a guide to find a rate of withholding for amounts above the total income level in the table.

To determine the appropriate rate of withholding from the table, do the following. Step 1: Find the rate that corresponds with your total income not including the payment. Step 2: Add your total income and the taxable amount of the payment and find the corresponding rate.

If these two rates are the same, enter that rate on line 2. (See Example 1 below.)

If the two rates differ, multiply (a) the amount in the lower rate bracket by the rate for that bracket, and (b) the amount in the higher rate bracket by the rate for that bracket. Add these two numbers; this is the expected tax for this payment. To get the rate to have withheld, divide this amount by the taxable amount of the payment. Round up to the next whole number and enter that rate on line 2. (See Example 2 below.)

If you prefer a simpler approach (but one that may lead to overwithholding), find the rate that corresponds to your total income including the payment and enter that rate on line 2.

Examples. Assume the following facts for *Examples 1* and *2*. Your filing status is single. You expect the taxable amount of your payment to be $20,000. Appropriate amounts have been withheld for all other sources of income and any deductions or credits.

Example 1. You expect your total income to be $70,000 without the payment. Step 1: Because your total income without the payment, $70,000, is greater than $66,500 but less than $121,800, the corresponding rate is 22%. Step 2: Because your total income with the payment, $90,000, is greater than $66,500 but less than $121,800, the corresponding rate is 22%. Because these two rates are the same, enter "22" on line 2.

Example 2. You expect your total income to be $60,000 without the payment. Step 1: Because your total income without the payment, $60,000, is greater than $28,500 but less than $66,500, the corresponding rate is 12%. Step 2: Because your total income with the payment, $80,000, is greater than $66,500 but less than $121,800, the corresponding rate is 22%. The two rates differ. $6,500 of the $20,000 payment is in the lower bracket ($66,500 less your total income of $60,000 without the payment), and $13,500 is in the higher bracket ($20,000 less the $6,500 that is in the lower bracket). Multiply $6,500 by 12% to get $780. Multiply $13,500 by 22% to get $2,970. The sum of these two amounts is $3,750. This is the estimated tax on your payment. This amount corresponds to 19% of the $20,000 payment ($3,750 divided by $20,000). Enter "19" on line 2.