Please read all of the information contained in this booklet and keep with your other important documents.
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## Brokerage Pricing Guide

Effective January 1, 2007 for new clients of PIMS who hold accounts that begin with account prefix F72 or F73. (Note: For accounts that begin with any other prefix, please contact a Retirement Counselor at 1-888-244-6237.)

### Equities and Options

#### Trading costs:1

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>All orders less than 10,000 shares</td>
<td>$29.95 (per transaction)</td>
</tr>
<tr>
<td>All options orders</td>
<td>$29.95 (plus $2 per contract)</td>
</tr>
</tbody>
</table>

#### Representative-assisted trading:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>All orders</td>
<td>$75 surcharge in addition to Trading Costs</td>
</tr>
</tbody>
</table>

### Bonds

#### Agency

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporates, Agencies, Municipal &amp; Government</td>
<td>$100 flat up to 100 bonds, $5 per bond thereafter</td>
</tr>
</tbody>
</table>

#### Principal

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporates, Agencies, Municipal &amp; Government</td>
<td>When PIMS acts as a principal, we will charge a markup or markdown</td>
</tr>
</tbody>
</table>

(Bonds can only be traded through a Retirement Counselor. To trade, please call 1-888-244-6237 and press option 4 and then option 1.)

### Account Fees

<table>
<thead>
<tr>
<th>Household assets</th>
<th>Annual fee2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $20,000</td>
<td>$100</td>
</tr>
<tr>
<td>$20,000 or more</td>
<td>No Fee</td>
</tr>
</tbody>
</table>

Early Account Closing Fee: $100  
(Any account closed within 6 months of account opening.)

Accounts with balances below $1,000 may be closed at our discretion.

### Additional Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Exit Fee</td>
<td>$100</td>
</tr>
<tr>
<td>Partial Account Transfer Fee (ACAT)</td>
<td>$50</td>
</tr>
<tr>
<td>Tenders, Calls, Reorganizations</td>
<td>$22 per transaction</td>
</tr>
<tr>
<td>Reg T Trade or Margin Extension Fee</td>
<td>$20 per extension</td>
</tr>
<tr>
<td>Inactivity Fee</td>
<td>$253</td>
</tr>
<tr>
<td>Legal Transfer / Legal Return Fee</td>
<td>$20</td>
</tr>
<tr>
<td>Wire Transfers (Outgoing)</td>
<td>$25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight Mail</td>
<td>$30</td>
</tr>
<tr>
<td>Tax Form Copies</td>
<td>$2.50 per page</td>
</tr>
<tr>
<td>Checkwriting, VISA</td>
<td>$5 per month4</td>
</tr>
<tr>
<td>Check Copies</td>
<td>$15</td>
</tr>
<tr>
<td>Checks Under $200</td>
<td>$20 per check5</td>
</tr>
<tr>
<td>Returned Checks (Insufficient Funds)</td>
<td>$25</td>
</tr>
<tr>
<td>Statement Copies</td>
<td>$2.50 per page</td>
</tr>
<tr>
<td>Mailgram Fee</td>
<td>$10 per mailgram</td>
</tr>
</tbody>
</table>

1 All orders 10,000 shares and over: $0.02 per share.  
Equities trading under $1 and principal amount $5,000 or less: 4% of principal.  
Equities trading under $1 and principal amount greater than $5,000: $50.00 plus 4% of principal.

2 Fee based on your total household balance with Prudential Investment Management Services (PIMS). Accounts are typically valued in October. Fees will be reflected on your December statement. Accounts closed prior to the valuation date that are below the minimum balance threshold will be assessed the annual fee. Does not apply to Self-Directed Brokerage or managed accounts.

3 Charged annually. Does not apply to retirement or advisory accounts. Does not apply to any account with at least one commissionable trade in current calendar year.

4 Banks may charge fees for the use of their ATMs ($5,000 account minimum).

5 Does not apply to IRAs or managed accounts.

6 Funds/securities must be in the account prior to execution of the transaction.  
Fees are subject to change without notice.

7 Investors who enter “Good-Til-Cancelled” orders that are executed over several days will be charged a fee based on each day’s activity. Orders to open and close the same position or the exercise or assignment of any option position are executed as separate transactions and will be subject to commission charges on each trade.
Mutual Funds: Depth and Strength

Prudential offers easy access to nearly 20 mutual fund families. Collectively, these families provide more than 1,100 mutual funds from which to choose. Please note that this listing is subject to change periodically. Please contact our Retirement Counselors for additional details.

SelectPlatform Funds

As a Prudential Retirement client, you may be eligible to access our SelectPlatform funds, which are generally only available with a full sales charge but can now be purchased at a reduced cost (only available with IRAs).

- Fidelity Advisor Class T
- Franklin Templeton A
- Invesco (including AIM & Van Kampen)
- Janus Class R
- Oppenheimer Class N
- Prudential Investments® A

SelectPlatform Funds Administrative Fee*:
A tiered administrative fee will apply to all purchases of SelectPlatform funds based on your IRA account balance(s) at the time of the trade.

<table>
<thead>
<tr>
<th>Fee%</th>
<th>Account Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.75%</td>
<td>up to $99,999</td>
</tr>
<tr>
<td>1.50%</td>
<td>from $100,000 to $249,999</td>
</tr>
<tr>
<td>1.25%</td>
<td>from $250,000 to $499,999</td>
</tr>
<tr>
<td>1.00%</td>
<td>from $500,000 to $999,999</td>
</tr>
<tr>
<td>0.00%</td>
<td>for $1,000,000 +</td>
</tr>
</tbody>
</table>

Traditional Partnership Funds

- AllianceBernstein
- American Century
- American Funds
- DWS Scudder
- Federated
- Goldman Sachs
- ING
- Lord Abbett
- Nuveen
- PIMCO/Allianz
- Putnam
- Satuit

Traditional Partnership Fund Fees—See fund’s prospectus

Questions?
Call Prudential Retirement at 1-888-244-6237 or visit us online at www.prudential.com/prs

Investors should consider the fund’s investment objectives, risks, charges, and expenses before investing. The prospectus, and if available the summary prospectus, contain complete information about the investment options available through your plan. Please call 1-877-778-2100 for a free prospectus and, if available, a summary prospectus that contain this and other information about our mutual funds. You should read the prospectus and the summary prospectus, if available, carefully before investing. It is possible to lose money when investing in securities.

1 SelectPlatform Funds—Available through Rollover IRAs only. Purchases of funds offered by these families are available to Prudential Retirement Brokerage IRA clients at Net Asset Value (NAV) from our fund partners. Load waiver, where applicable, is only available to accounts rolled over from a retirement plan that Prudential administers. Purchases are subject to an administrative fee.

Other share classes of these funds may have a lower expense ratio, but the funds we have chosen to make available on the SelectPlatform may not include such shares in order to compensate us for distribution and account servicing. Please review the applicable fund’s prospectus for additional information.

2 Traditional Partnership Funds—A sales charge may apply when you purchase certain funds. See the prospectus for details.

A Contingent Deferred Sales Charge (CDSC) may be imposed by the Fund if your investment is held for less than the amount of time as defined in the prospectus for details.

All mutual funds minimum initial purchase amount: $1,000; subsequent minimum $500.

*This fee will not apply to distributions from funds, exchanges among funds within the same SelectPlatform fund family, or to fund dividends or earnings. It will apply to new IRA contributions (including rollovers), to amounts that are liquidated from other IRA investments (such as an equity or bond) or from any mutual fund outside the same fund family and used to purchase SelectPlatform mutual fund shares.
Prudential Investment Management Services LLC Customer Agreement
Member FINRA/SIPC

In consideration of Prudential Investment Management Services LLC ("PIMS") opening a securities account ("Securities Account") on my behalf, I agree as follows:

1. Meaning of Words in This Agreement. The words "I," "me," "my," "us," "we," and "our" refer to the person(s) who agrees to the terms and conditions of this Agreement and signs the New Account Application (if applicable), IRA Application (if applicable), or Margin Agreement (if applicable). The words "you" and "your" refer to PIMS.

2. Appointment of PIMS as Agent. I appoint you as my agent for the purpose of carrying out my directions with respect to the purchase, sale or liquidation of securities in accordance with the terms and conditions of this Agreement and I assume all risks with respect to the purchase, sale or liquidation of securities. All transactions will be executed only on my order or on the order of my authorized delegate except as otherwise provided in paragraph 5 below. To carry out your duties, you are authorized to appoint and use subagents, you and your subagents are authorized to open or close brokerage accounts, maintain customer records, hold securities in bearer, registered or book entry form, place and withdraw orders, provide information to third parties, including your affiliates, and take such other steps as are reasonable in connection with your duties.

I understand that you entered into an agreement with National Financial Services LLC (NFS) to execute and clear securities transactions in my Securities Account, and that NFS will carry and maintain my Securities Account except as otherwise provided herein.

From time to time, I may desire to purchase, using PIMS as my agent, units, shares, interests, or securities issued by unit investment trusts, mutual funds or new issues of securities issued by state or local government entities or authorities or by quasi-government or private corporate entities, partnerships, joint ventures or other business organizations. I acknowledge that PIMS does not underwrite any of such securities. In connection with my purchase of such securities, I acknowledge that PIMS acts solely as my agent to identify or locate such securities for me. I understand and agree that PIMS is not acting as agent for any seller or underwriters but solely as my agent. I agree that any charges or fees owed to PIMS for acting as my agent in such a transaction may be paid by the seller or by an agent of the seller. I acknowledge and agree that I and PIMS will be relying solely on information provided us by a seller or underwriter.

3. Discount Brokerage/Unsolicited Transactions. I understand that neither PIMS nor NFS will provide any investment advice in connection with my account. All transactions will be unsolicited. Neither PIMS nor NFS will give advice or offer any opinion with respect to the suitability of any security or order. Without limiting the generality of the foregoing, I acknowledge and agree that any listing of mutual funds or other securities that may be available for purchase through you shall not constitute or be construed as investment advice.

4. Settlement. If I authorize, and PIMS approves, the use of my bank account designated in the Application as the settlement account ("Settlement Account") in connection with my Securities Account, I understand and agree that on a settlement date PIMS or NFS may debit the Settlement Account for PIMS. I agree to have collected funds available in the Settlement Account, or to deliver to PIMS's office in Hartford, Connecticut, sufficient collected funds to cover the amounts due on purchases of securities by 2 p.m. ET on the settlement date for payment for all securities purchased by my Securities Account (including commissions and fees) and that you may refuse to execute an order, or may cancel an order, if such funds are not available. I agree to deliver all properly endorsed securities which I have in my possession in good form prior to execution of a sell or liquidation order, and such securities must be received by you prior to the execution. If I have established a Settlement Account, you shall deposit proceeds of any sale or liquidation of securities in the Settlement Account; otherwise such proceeds shall be distributed to me by check. The use of a Settlement Account will not be authorized or approved for any IRA or Self-Directed 401(k) accounts.

5. Indebtedness to PIMS and Security Interest. I authorize you to take any steps which you, in your sole discretion, determine to be necessary to complete or cancel a securities transaction or to minimize your losses, if any. I shall, at all times, be liable for the payment upon demand of any debt balance or other obligations owing in my Securities Account or other accounts which I have with you. You may debit the Settlement or Sweep Account for the amount of any such obligation without thereby affecting any of your other rights or remedies. Except with respect to any investment by me in an IRA, as security for the repayment of any and all present or future indebtedness owed to you by me under this Agreement or otherwise, I grant you a continuing security interest in, and lien on, any other present or future brokerage account, settlement or Sweep Account with you in which I have an interest, any other present or future brokerage account, settlement or Sweep Account and, to the extent of my interest, any other present or future brokerage account, settlement or Sweep Account with you in which I have an interest. I agree to reimburse you for all costs (including attorneys’ fees), losses, or liabilities incurred by you in connection with the collection of any debit balance or unpaid deficiency in my Securities Account.

6. Force Majeure. You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market ruling or other conditions beyond the control of PIMS.

7. Credit Investigation. You may exchange credit information about me with others. You may request a credit report on me: 1) if the purpose is to establish or maintain my margin account; 2) if I have chosen to settle transactions by check; 3) to comply with government agency or court orders; and/or 4) if I give permission. If I ask, you will tell me the name and address of the consumer reporting agency that furnished the report. You may request a new credit report at any time without telling me.
8. Margin Loans. I understand and agree that margin loans, if any, provided to me will be made under a separate agreement between me and NFS and that I will comply with all requirements which NFS or PIMS or its agents may impose with respect to such loans.

9. Fees and Charges. I agree to the fees and charges indicated on the fee schedule of PIMS which I have received. I understand and agree that I will be charged an annual inactivity fee if I hold securities in my Securities Account and no trading activity occurs during any calendar year. You may debit the Settlement Account and/or my Securities Account for any fees or charges which I incur, or any out-of-pocket expenses you may incur on my behalf, if applicable. I understand that you may change the fee schedule from time to time and I agree to be bound by such changed fee schedule.

10. Certain Mutual Fund and UIT Transactions. I understand and agree that sales loads or sales charges may be imposed in connection with purchases of shares or interests in mutual funds and unit investment trusts ("UITs") or other registered investment companies that may be paid to you.

11. Joint Accounts. If this is a joint account, we understand and agree that you may follow the instructions of either of us without obtaining the consent of the other. Each of us will be fully liable for any amounts due to you under this Agreement. Upon the death of either of us, you will treat the property in the account as belonging to the other as a joint tenant with the right of survivorship unless we have expressly elected to own the account as tenants in common, but you may first require the production of necessary legal documents. We understand that our liability with respect to such account shall be joint and several. We agree jointly and severally that all property you or your agent may at any time be holding or carrying for any one or more of us shall be subject to a lien in your favor for the discharge of the joint account to you, such lien to be in addition to and not in substitution of the rights and remedies you otherwise would have.

12. Amendments and Termination. You may amend this Agreement at any time, in any respect, effective upon written notice to me. You may terminate any or all services contemplated hereunder at any time, effective upon notice to me. I may close my Securities Account at any time by giving notice to you. Closing my Securities Account or terminating services under this Agreement will not affect any rights and obligations incurred prior to such closure or termination.

13. Notice of Changed Name, Address, Bank, Employment. I agree to promptly notify you in writing of any change to my name, address, employment, or Settlement Account.

14. Governing Laws. This Agreement shall be governed by the laws of the State of Connecticut. Any actions against NFS shall be governed by the laws of the State of New Jersey.

15. Arbitration Disclosures. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement you and I agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

You and I agree that the following conditions apply to any and all controversies arising between the parties with respect to any account in which I have an interest:

(a) This Agreement constitutes a waiver of the right to seek a judicial forum unless such waiver would be void under the federal securities laws.

(b) The parties agree to resolve by binding arbitration any controversy that may arise between PIMS or any of its affiliates (collectively “Prudential”) and me relating in any way to my relationship with Prudential, any account held with Prudential, or any service provided by Prudential to me. This arbitration agreement includes any controversy involving transactions of any kind made on my behalf by or through Prudential, or the performance, construction or breach of this Agreement or any other written agreement between Prudential and me. Such arbitration will be conducted in accordance with the rules then in effect of FINRA unless the rules of another self-regulatory organization to which PIMS is subject mandate arbitration before that organization, in which case the arbitration will be conducted in accordance with the rules then in effect of that organization. I make this arbitration agreement on behalf of myself and my heirs, administrators, representatives, executors, successors, assigns and together with all other persons claiming a legal or beneficial interest in my retirement and brokerage accounts. Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys’ fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.

(c) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
16. Inactive Accounts. I understand and agree that if I do not place a securities trade during any eighteen (18)-month period, and there are no securities or monies held in my Securities Account, my Securities Account may be automatically closed and removed from your system. I will thereafter be required to re-establish a Securities Account prior to placing any further securities trades.

17. Effectiveness. I understand that this Agreement is not effective until approved by PIMS in its sole discretion.

18. Free Riding. I understand and agree that I am opening a cash account and accordingly: 1) full cash payment for each item purchased will be promptly made, unless funds sufficient therefore are already provided; 2) no sale is contemplated of any item before it is paid for as provided in the preceding clause; 3) each item sold will at the same time be owned by me and, unless already lodged in my account, will be promptly delivered thereto; and 4) full cash payment will be made promptly of any amount which may become due in order to meet necessary requests for additional deposits or mark to market with respect to any unissued security purchases or sold.

19. Confirmations and Statements. Confirmations of transactions and statements for my account(s) shall be binding upon me if I do not object, in writing, within ten (10) days after receipt by me. Confirmations, statements, notices or other communications including margin and maintenance calls delivered or mailed to the address given by me shall, until PIMS receives notice in writing of a different address, be deemed to have been personally delivered to me whether actually received or not.

20. Payment for Order Flow. Securities and Exchange Commission (SEC) Rule 11Ac1-3 requires that all broker/dealers notify their customers of their payment for order flow (POF) practices at account opening and on an annual basis, even if they do not receive any payment for order flow. Your broker/dealer does not receive compensation for directing order flow. Your broker/dealer routes its orders through National Financial Services LLC (NFS), which provides securities clearance services for your broker/dealer and is a member of the New York Stock Exchange and other major stock exchanges. Orders handled by NFS may be executed in an agent, dual agent, and/or principal capacity (including market maker or specialist). NFS does not receive payment for order flow in the form of monetary compensation in return for routing custom orders to a designated exchange, market maker, dealer, or market center. However, NFS is a partial owner in an Electronic Communications Network (ECN).

Please note the following:
- Orders routed to an ECN are executed on an agent basis on NFS’s behalf.
- Industry-wide ECN pricing practices result in charges or credits to NFS for routing orders to ECNs.
- NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors, including size of the order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price concessions from market centers.
- Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules and practices.
- While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.
Individual Retirement Custodial Account Agreement

Form 5305-A under Section 408(a) of the Internal Revenue Code

We strongly suggest that you read this document thoroughly. Neither the Custodian nor affiliate or agent thereof provides tax or legal advice. As a result, you, as Depositor or Beneficiary, are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to the IRA with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

The Depositor named on the Application is establishing a Traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Application has given the Depositor the disclosure statement required by Regulations section 1.408-6. The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(6), 408(d)(3), or 457(a)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the Custodian will accept only cash contributions up to $3,000 per year for tax years 2002 through 2004. That contribution limit is increased to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $3,500 per year for tax years 2002 through 2004, $4,500 for 2005, $5,000 for 2006 and 2007, and $6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

The Depositor’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 Depositor’s interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

2. The Depositor’s entire interest in the custodial account must be, or begin to be, distributed not later than the Depositor’s required beginning date, April 1 following the calendar year in which the Depositor reaches age 70½. By that date, the Depositor 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 Depositor or the joint lives of the Depositor and his or her designated beneficiary.

3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

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

      (i) the designated beneficiary is the Depositor’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 Depositor’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 Depositor 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 Depositor as determined in the year of the Depositor’s death and reduced by 1 for each subsequent year.

   (b) If the Depositor 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)(ii) and (a)(iii) above (but not over the period in paragraph (a)(ii)), even if longer, starting by the end of the calendar year following the year of the Depositor’s death. If, however, the designated beneficiary is the Depositor’s surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70½. But, in such case, if the Depositor’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)(ii), 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 Depositor’s death.

4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor’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 Depositor’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 Depositor reaches age 70½, is the Depositor’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 Depositor’s designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor’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 Depositor’s (or, if applicable, the Depositor 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 following the year of the Depositor’s death (or the year the Depositor 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 Depositor 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 Traditional IRAs may satisfy the minimum distribution requirements described above by taking from one Traditional IRA the amount required to satisfy the requirement for another in accordance with the Regulations under section 408(a)(6).

ARTICLE V

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

ARTICLE VI

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

ARTICLE VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related Regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE VIII

8.01 Definitions: In this part of this Agreement (Article VIII), the words “you” and “your” mean the Depositor, the words “we,” “us” and “our” mean the Custodian, Prudential Bank & Trust, FSB, “Code” means the Internal Revenue Code, “Regulations” means the Treasury Regulations, “PRIAC” means Prudential Retirement Insurance and Annuity Company, “PIMS” means Prudential Investment Management Services, Inc. and “Beneficiary” means the persons or entities designated pursuant to Section 8.06.
8.02 Notices and Change of Address: Any required notice regarding this IRA will be considered effective when we send it to the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

8.03 Representations and Responsibilities: You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your IRA.

8.04 Service Fees: We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions or failures to act as given to the authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent.

You will have sixty (60) days after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to in writing by you, subject to any restrictions or limitations, direct or indirect, which are permitted by the Code or applicable regulations.

8.05 Investment of Amounts in the IRA: You have exclusive responsibility for and control over the investment of the assets of your IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; and any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement.

Interest held by your IRA may be held as a subaccount of a master custodial account established by us on an omnibus basis for the purpose of trading the underlying funds and providing recordkeeping and related services for your IRA. We will exercise all new activity or changes in the account held by your IRA in accordance with your written instructions, as they may be added to or amended from time to time. In addition, you may adopt certain non-discriminatory basis providing that automatic reinvestments will not be available for small dividends or distributions. The Custodian may, from time to time, add new investments or close existing investments so as to not permit new contributions or transfers. In the event an existing investment is closed to new contributions or transfers, the money may remain invested in such investment until such time as you decide to withdraw it. Any money withdrawn from such an investment may not later be transferred back in. After your death, your beneficiary(ies) shall have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limiting Section 8.03 of this article). We shall have no discretion to direct any investment in your IRA. We assume no responsibility for rendering investment advice with respect to your IRA, nor will we offer any opinion or recommend any course of actions concerning any investment or proposed investment for your IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any uninvested amounts in cash or to invest such amounts in a fund selected by us and at your cost for loss of income or appreciation or for other loss and without liability for interest and shall not be liable to anyone for any loss resulting from delay in investing such amounts or in implementing such instructions. We reserve the right to change this fund. We shall deliver, or cause to be executed and delivered, to you (or following your death, the Beneficiary) all prospectuses and proxies that may come into our possession by reason of our holding of any securities. You (or following your death, the Beneficiary) may direct us or our agent to the manner in which any security held in the IRA shall be voted with respect to any matters as to which we as holder of record are entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the security or corporation which issued such security. We will not exercise the voting rights and other shareholder rights with respect to investments in your IRA unless you provide timely written directions acceptable to us and delivered to our agent within the time prescribed.

By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then current prospectus, if any, for any investment in which the Depositor (or authorized agent appointed by the Depositor) directs the Custodian to invest assets in his or her Custodial account.

You will select the type of investment for your IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter and articles of incorporation, or bylaws to offer and do in fact offer for investment in IRAs under this Application. We may, in our sole discretion, make available to you, additional investment offerings, which shall be limited to publicly traded securities, municipal bonds, money market funds or other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

Minimum Investment. Any other provision herein to the contrary notwithstanding, you (or, following your death, the Beneficiary) may not direct that any part or all of the IRA be invested in funds unless the aggregate amount to be invested is at least such amount as we shall establish from time to time.

We shall not have any duty to question your directions (or, following your death, your Beneficiary’s) regarding the purchase, retention or sale of assets credited to the IRA. You agree that we or any affiliates, successors, agents or assigns, shall not be liable for any loss which results from your (or, following your death, the Beneficiary) erroneous or unauthorized action or failure to provide any timely written directions acceptable to us and delivered to our agent within the time prescribed.

If the Depositor does not designate the contributions as being made for the prior year, the Custodian will designate the contribution as being made for the current calendar year during which it is deposited.

Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to its acts and transactions shown in or reflected in any statement or report, except with respect to those as to which the recipient of such statement or report shall have written objections with the Custodian within such sixty (60) day period

8.06 Beneficiary(ies): If you die before you receive all of the amounts in your IRA, payments from your IRA will be made to your Beneficiary(ies).

You may designate one or more persons or entities as Beneficiary of your IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each Beneficiary designation you file with us will cancel all previous ones. The consent of a Beneficiary(ies) shall not be required for you to revoke a Beneficiary designation. You may designate from time to time any person or persons, entities, such as a trust, or other recipient acceptable to us as your primary or contingent Beneficiaries. To be entitled to contributions undistributed at your death, any person or person designated as Beneficiary must be alive and any entity designated as Beneficiary must be in existence at the time of your death. If you have designated more than one primary Beneficiary, the Beneficiaries shall be entitled to receive the distributed amount credited to the IRA at the time of your death in the proportions indicated by you. In the event that you have not indicated the proportions to which multiple Beneficiaries may be entitled or have indicated percentages that do not exactly equal 100%, payment will be made to the surviving Beneficiaries in equal shares. Except

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as described in the next sentence, if any primary Beneficiary has not survived you, each Beneficiary or joint and last survivor Beneficiary shall be entitled to receive a cash distribution from the IRA at the time of your death and shall succeed to the rights of a primary Beneficiary in accordance with this Agreement. If multiple contingent Beneficiaries become entitled to any amounts credited to the IRA, distribution shall be made in the same manner as if the Beneficiaries were multiple primary Beneficiaries.]

8.07 Required Minimum Distributions: Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if your spouse is your sole designated Beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9. Special required minimum distribution rules apply to Inherited IRAs. The required minimum distribution rules applicable to IRAs under Code Section 408(a)(6), and under the corresponding Treasury Regulations, are incorporated by reference herein.

If you fail to request your required minimum distribution by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

- make no distribution until you give us a proper withdrawal request;
- distribute your entire IRA to you in a single lump sum payment; or
- determine your required minimum distribution from your IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution.

We reserve the right to establish policies for payment of your required minimum distribution and change such policies upon 60 days notice to you that a change will be effective. Notwithstanding the generality of the foregoing, we presume that you will satisfy your required minimum distribution only upon your request to us in such form and manner as is acceptable to us. If this policy is not appropriate for you, it is your responsibility to request a distribution.

8.08 Termination of Agreement, Resignation, or Removal of Custodian: Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your IRA to another financial organization. If you make a single transfer of your IRA within 60 days from the date we mail the notice to you, we have the right to transfer your IRA assets to a successor IRA custodian or trustee that we choose in our sole discretion, or we may pay your IRA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. Upon termination of this Agreement, you shall take us from all liability with respect to this Agreement, your IRA and all assets so distributed.

If this Agreement is terminated, we may charge to your IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- any fees, expenses or taxes chargeable against your IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your IRA.

If we are required to comply with Regulations section 1.408–2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your IRA to you in cash or property if the balance of your IRA drops below the minimum balance required under the applicable investment or policy established.

8.09 Successor Custodian: If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your IRA) is bought by another organization, that organization (or agency) shall automatically become the successor custodian. If any successor custodian is the type of organization authorized to serve as an IRA trustee or custodian.

8.10 Amendments: We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 60 days from the date we mail the amendment, you notify us in writing that you do not consent.

8.11 Withdrawals or Transfers: We will make distributions from your IRA only upon your request (or, following your death, your Beneficiary) to us in such form and manner as is acceptable. At the election of you or your Beneficiary (as appropriate), distribution from your IRA will be made by liquidating one or more of the investments held in your IRA and the distribution of the net cash proceeds. All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us or by electronic means provided by us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

Distributions may be made in cash or in-kind. Distributions may be made as a loan installment or to purchase an annuity contract from an insurance company. If distributions are made from an annuity purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6 of the Final Regulations. The Required Minimum Distributions (RMD) calculated for this IRA may be withdrawn from another IRA in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations. It shall be the Depositor’s responsibility to ensure that any RMD required by Section 401(a)(9) of the Code is made prior to giving the Custodian such transfer instructions.

The Custodian assumes no responsibility for the tax treatment of any distribution from the Custodial Account; such responsibility accrues solely to the payee of the distribution.

The Custodian shall not be responsible for complying with a direction that it reasonable believes to be genuine (in its sole discretion) or for refusing to comply if it does not reasonably appear to be genuine (in its sole discretion), and assumes no duty of further inquiry.

8.12 Rollovers or Transfers from Other Plans: We can receive amounts transferred to this IRA from the custodian or trustee of another IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover. The Custodian will not be responsible for, visible as the Depositor may incur as a result of the timing of any transfer from another trustee or custodian that are due to the circumstances reasonably beyond the control of the Custodian.

The Depositor shall designate each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution satisfies as a rollover contribution within the meaning of Sections 402, 403(a)(4), 403(b)(8), and/or 408(d)(3).
No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two (2) year period beginning on the date the individual first participated in that employer’s SIMPLE IRA plan.

8.13 Liquidation of Assets: The Custodian, or any of its affiliates have the right to liquidate assets, or direct the Custodian to liquidate assets, in your IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your IRA or if the value of the Account at the time of such order is less than a minimum value established on a non-discriminatory basis from time to time. Neither the Custodian, nor any of its affiliates thereof shall be liable for, or in any way responsible with respect to, any penalty or any other loss incurred by any person with respect to a distribution made hereunder and upon liquidation of the Custodial Account as aforesaid. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

8.14 Restrictions on the Fund: Neither you nor any Beneficiary may sell, transfer or pledge any interest in your IRA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement. We may restrict transfers among funds or distributions from your IRA or impose fees related to such transfers or distributions, where such restriction or fee is in accordance with the applicable fund’s prospectus or our procedures designed to prevent market timing.

8.15 What Law Applies: This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

8.16 Indemnification: You fully agree to indemnify us and hold us harmless from any and all liability whatsoever which may arise either (1) in connection with this Agreement and matters which it contemplates, except that which arises due to our gross negligence or willful misconduct, or (2) with respect to making or failing to make any distribution, other than for failure to make distribution where such failure is due to our gross negligence or willful misconduct. We shall not be obligated or expected to commence or defend any legal action or proceeding in connection with this Agreement or such matters unless: (a) you and we agree and (b) we are fully indemnified for doing so to our satisfaction. We may conclusively rely upon and shall be protected in acting upon any written order from or authorized by you (or, following your death, the Beneficiary) or any other notice request, consent, certificate or other instrument, paper or other communication reasonably believed by us to be genuine and to have been issued in proper form and with proper authority, and so long as we act in good faith in taking or omitting to take any other action in reliance thereon.

8.17 Delegation: We may delegate to one or more entities, including our affiliates, the performance of record keeping, ministerial and other services in connection with the IRA for a reasonable fee to be paid by us. Any such agent’s duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as we serve as Custodian. Although we shall have no responsibility to give effect to a direction from anyone other than you (or, following your death, the Beneficiary), we may in our discretion, establish procedures pursuant to which you (or, following your death, the Beneficiary) may delegate in a form and manner acceptable to us to a third party any or all of the powers and duties hereunder. Any such third party to whom you (or, following your death, the Beneficiary) have so delegated powers and duties shall be treated as the Depositor for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

8.18 Escrow: With our consent, the IRA may serve as an escrow arrangement to hold restricted distributions from defined benefit plans pursuant to Regulations. In such event, we will act in accordance with an escrow agreement acceptable to us and pursuant to which we will only act upon the direction of the trustee of the distributing plan with respect to distributions from the IRA. Any such escrow agreement will remain in place until the trustee of the distributing plan releases us from the escrow agreement.

8.19 If all required forms and information are properly submitted, we will accept appointment as Custodian of your IRA. However, this agreement is not binding on us until you have received a statement confirming the initial transaction for the IRA. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code section 408(p).

8.20 Form of Agreement, Recordkeeping Responsibility: You acknowledge your understanding that this Agreement is based on IRS Form 5305-A, a model custodial account agreement, with additional provisions in Article VIII. You further acknowledge that the IRS has not otherwise approved the form of this Agreement. Notwithstanding the generality of any other provision of this Agreement, you are solely responsible for maintaining any records necessary to identify the source of any rollover contribution to your IRA. Except as may be required by such Regulations, Custodian assumes no responsibility for preparation or distribution of Simplified Employee Reports as defined in the Code and Regulations thereunder. The Custodian shall have no fiduciary duties either express or implied. Custodian shall not be liable (and assumes no responsibility) for the collection of contributions, the deductibility of any contribution or its propriety under this Agreement, or the purpose or propriety of any distribution ordered. Such matters are the sole responsibility of Depositor and Depositor’s Beneficiary, as applicable.
General Instructions

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

Purpose of Form
Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (Traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian and must be completed no later than the due date (excluding extensions) of the individual’s income tax return for the tax year. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

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

For more information on IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

Definitions
Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.
Depositor. The depositor is the person who establishes the custodial account.
Identifying Number
The Depositor’s social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

Traditional IRA for Nonworking Spouse
Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse. Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

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 Depositor 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 Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian’s fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc. Attach additional pages if necessary.
IRA Disclosure Statement

RIGHT TO REVOKE YOUR IRA
You have the right to revoke your IRA within seven (7) days of the receipt of the Disclosure Statement. If revoked, you are entitled to a full return of the contribution you make to your IRA. The amount returned to you would not include any payment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF AN IRA
A. CASH CONTRIBUTIONS – Your contribution must be in cash, unless it is a rollover contribution.

B. MAXIMUM CONTRIBUTION – The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or $5,000 for years 2002-2004, $4,000 for years 2005-2007, and $5,000 for 2008, with possible cost-of-living adjustments in years 2009 and thereafter. If you also maintain a Roth IRA, the maximum contribution to your Traditional IRAs (i.e., IRAs subject to Internal Revenue Code (Code) sections 408(a) or 408(b)) is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.

“COMPENSATION” refers to wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includable in your gross income. For self-employed individuals, compensation means earned income. “Adjusted Gross Income” (“AGI”) is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA deduction, AGI is modified to take into IRA any taxable benefits under the Social Security and the Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard Code Sections 135, 137, and 911.

C. CONTRIBUTION ELIGIBILITY – You are eligible to make a regular contribution to your IRA if you have compensation and have not attained age 70½ by the end of the taxable year for which the contribution is made.

D. CATCH-UP CONTRIBUTIONS – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your IRA. The maximum additional contribution is $500 for years 2002-2005 and $1,000 for years 2006 and beyond.

E. CATCH-UP CONTRIBUTIONS ALLOWED IN CERTAIN EMPLOYER BANKRUPTCES – You may be eligible to contribute an additional catch-up contribution of up to $5,000 each year in 2006 through 2009. To be eligible, the following conditions must be met: 1) you were a participant in a 401(k) plan in which the employer made at least 50% of your contributions to the plan with employer stock, 2) the employer must have been a debtor in a bankruptcy case in an earlier year and must have been indicted or convicted as a result of the events leading up to the bankruptcy, and 3) you must have been a participant in the 401(k) plan at least six months before the bankruptcy case was filed. If you choose to make these special catch-up contributions, you will not be eligible for the normal catch-up contribution for individuals age 50 and older.

F. NONFORFEITABILITY – Your interest in your IRA is nonforfeitable.

G. ELIGIBLE CUSTODIANS – The Custodian of your IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

H. COMINGLING ASSETS – The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.

I. LIFE INSURANCE – No portion of your IRA may be invested in life insurance contracts.

J. COLLECTIBLES – You may not invest the assets of your IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as IRA investments.

K. REQUIRED MINIMUM DISTRIBUTIONS – You are required to take minimum distributions from your IRA at certain times in accordance with Regulations section 1.408-8. Below is a summary of the IRA distribution rules.

1. You are required to take a minimum distribution from your IRA for the year in which you reach age 70½, and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.

2. The applicable divisor is generally determined using the uniform lifetime table provided by the IRS. The table assumes a designated Beneficiary exactly 10 years younger than you, regardless of who is named as your Beneficiary(ies), if any. If your spouse is your sole designated Beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the uniform lifetime table.

We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½:

(a) make no distribution until you give us a proper withdrawal request, (b) distribute your entire IRA to you in a single sum payment, or (c) determine your required minimum distribution each year based on your life expectancy calculated using the uniform lifetime table, and pay those distributions to you until you direct otherwise.

3. Your designated Beneficiary is determined based on the Beneficiary(ies) designated as of the date of your death, who remains your Beneficiary(ies) as of September 30 of the following year of your death. If you die,

(a) on or after your required beginning date, distributions must be made to your Beneficiary(ies) over the longer of the single life expectancy of your designated Beneficiary(ies), or your remaining life expectancy. If a Beneficiary other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated Beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated Beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

(b) before your required beginning date, the entire amount remaining in your account will, at the election of your designated Beneficiary(ies), either

(i) be distributed by December 31 of the year containing the fifth anniversary of your death, or

(ii) be distributed over the remaining life expectancy of your designated Beneficiary(ies).

If your spouse is your sole designated Beneficiary, be or she must elect either option (i) or (ii) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated Beneficiary(ies), other than a spouse who is your sole designated Beneficiary, must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (i). In the case of distributions under option (ii), distribution must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated Beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated Beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated Beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated Beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated Beneficiary of your IRA, a spouse Beneficiary may roll over his or her share of the assets to his or her own IRA.

L. WAIVER OF 2009 RMD – If you are an IRA holder age 70½ or older, you are not required to receive an RMD for calendar year 2009. In addition, no Beneficiary life expectancy payments are required for calendar year 2009. If the five year rule applies to an IRA with respect to any decedent, the five year period is determined without regard to calendar year 2009. For example, if an IRA owner died in 2007, the designated Beneficiary’s five year period in 2013 must be based on the life expectancy of the decedent in 2007.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA
A. IRA DEDUCTIBILITY – If you are eligible to contribute to your IRA, the amount of the contribution for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer-maintained retirement plan. If you (and your spouse, if married) are not active participants, your entire contribution will be deductible. If you or your spouse are an active participant (or are married to an active participant), the deductibility of

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your contribution will depend on your modified adjusted gross income (MAGI) and your tax filing status for the tax year for which the contribution was made. MAGI is determined on your income tax return using your adjusted gross income but disregarding any deductible IRA contribution.

Definition of Active Participant – Generally, you will be an active participant if you are covered by one or more of the following employer-sponsored retirement plans:

1. a qualified pension, profit sharing, 401(k), or stock bonus plan;
2. a qualified annuity plan of an employer;
3. a simplified employee pension (SEP) plan;
4. a retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under Code section 457);
5. a tax-sheltered annuity for employees of certain tax-exempt organizations or public schools;
6. a plan meeting the requirements of Code section 501(c)(18);
7. a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and
8. a savings incentive match plan for employees of small employers (SIMPLE) IRA plan or a SIMPLE 401(k) plan.

If you do not know whether your employer maintains one of these plans, or whether you are an active participant in it, check with your employer or your tax advisor. Also, the IRS Form W-2, Wage and Tax Statement, that you receive at the end of the year from your employer will indicate whether you are an active participant.

If you are an active participant, are single, and have MAGI within the applicable phase-out range listed below, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of $36,000 in 2002, your maximum deductible contribution is $2,400 (the 2002 phase-out range maximum of $44,000 minus you MAGI of $36,000, divided by the difference between the maximum and minimum phase-out range limits of $10,000 and multiplied by the contribution limit of $3,000.)

If you are an active participant, are married and you file a joint income tax return, and have MAGI within the applicable phase-out range listed below, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI range; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of $36,000 in 2002, your maximum deductible contribution is $2,400 (the 2002 phase-out range maximum of $44,000 minus your MAGI of $36,000, divided by the difference between the maximum and minimum phase-out range limits of $10,000 and multiplied by the contribution limit of $3,000.)

If you are an active participant, are married and you file a separate income tax return, your MAGI phase-out range is generally $0 – $10,000. However, if you lived apart for the entire tax year, you are treated as a single filer.

You must round the resulting deduction to the next highest $10 if the number is not a multiple of 10. If your resulting deduction is between $0 and $200 you may round up to $200.

B. CONTRIBUTION DEADLINE – The deadline for making an IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.

C. TAX CREDIT FOR CONTRIBUTIONS – You may be eligible to receive a tax credit for your Traditional IRA contributions. This credit will be allowed in addition to any tax deduction that you may apply, and may not exceed $1,000 in a given year. You may be eligible for this tax credit if you are:

- age 18 or older as of the close of the taxable year,
- not a dependent of another taxpayer, and
- not a full-time student.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Traditional IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed $2,000.

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Joint Return</th>
<th>Head of a Household</th>
<th>All Other Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>$1 – 30,000</td>
<td>$1 – 22,500</td>
<td>$1 – 15,000</td>
</tr>
<tr>
<td>2003</td>
<td>30,001 – 32,500</td>
<td>22,501 – 24,375</td>
<td>15,001 – 16,250</td>
</tr>
<tr>
<td>2004</td>
<td>32,501 – 50,000</td>
<td>24,376 – 37,500</td>
<td>16,251 – 25,000</td>
</tr>
<tr>
<td>2005</td>
<td>Over 50,000</td>
<td>Over 37,500</td>
<td>Over 25,000</td>
</tr>
</tbody>
</table>

*Adjusted gross income includes foreign earned income and income from Guam, American Samoa, North Mariana Islands and Puerto Rico. AGI limits are subject to cost-of-living adjustments for tax years beginning after 2006.

D. TAX-DEFERRED EARNINGS – The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

E. NONDEDUCTIBLE CONTRIBUTIONS – You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit as described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions.

If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a $50 per failure penalty.

If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a $100 penalty unless reasonable cause for the overstatement can be shown.

F. TAXATION OF DISTRIBUTIONS – The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included in income.

If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

\[
\text{Aggregate NonDeductible Contributions} \times (\text{Amount Withdrawn}) - \text{Amount Excluded from Income}
\]

Aggregate IRA Balance

NOTE: Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that the aggregate IRA balance includes the total balance of all of your IRAs as of the end of the year of distribution and any distributions occurring during the year.

G. ROLLOVERS AND CONVERSIONS – Your IRA may be rolled over to an IRA of yours, may receive rollover contributions, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from another IRA or from your employer’s qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan. Conversion is a term used to describe
the movement of Traditional IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. **Traditional IRA to Traditional IRA Rollovers** – Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of Code section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution. Further, you may only roll over the same dollars or assets only once every 12 months.

2. **SIMPLE IRA to Traditional IRA Rollovers** – Funds may be distributed from your SIMPLE IRA and rolled over to your IRA without IRS penalty provided, two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

3. **Employer-Sponsored Retirement Plan to Traditional IRA Rollovers** – You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan (a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan (other than distributions to a nonspousal designated beneficiary), unless it is part of a certain series of substantially equal period payments, a required minimum distribution, a hard distribution, or a distribution of Roth 401(k) or Roth 403(b) elective deferrals. If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your employer-sponsored retirement plan to any IRA. You have 60 days from the distribution date to complete the rollover. Once made, the rollover election is irrevocable.

4. **Beneficiary Rollovers from Employer-Sponsored Retirement Plans** – If you are a spouse of a deceased employer or an individual who is the beneficiary of a deceased employer plan participant, you may directly roll over inherited assets from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan to an inherited IRA. The IRA must be maintained as an inherited IRA, subject to the Beneficiary distribution requirements.

5. **Traditional IRA to Employer-Sponsored Retirement Plans** – You may roll over, directly or indirectly, any eligible rollover distribution from an IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan as long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from an IRA that is not a part of a required minimum distribution.

6. **Traditional IRA to Roth IRA Conversions** – If you modified adjusted gross income (AGI) is more than $100,000 and you are not married filing separately, a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRAs(s) into your Roth IRA(s). Beginning in 2010, the $100,000 MAGI limit and the married-filing-separately tax filing restriction will be eliminated for conversion eligibility. If you are age 70½ or older you may remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nontaxable contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

7. **Qualified HSA Funding Distribution** – If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your IRA and directly deposit it to your HSA.

The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans.

8. **Rollover of Exxon Valdez Settlement Payments** – If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to $100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including tax extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at www.irs.gov.

9. **Written Election** – At the time you make a proper rollover to an IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

10. **TRANSFER DUE TO DIVORCE** – If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse’s IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.

11. **RECHARACTERIZATIONS** – If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax-filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed.

**LIMITATIONS AND RESTRICTIONS**

A. **SEP PLANS** – Under a simplified employee pension (SEP) plan that meets the requirements of Code section 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information which describes the terms of your employer’s SEP plan.

B. **SPOUSAL IRA** – If you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has compensation. You may make spousal contributions even if you are age 70½ or older. You must file a joint income tax return for the year for which the contribution is made.

The amount you may contribute to your IRA and your spouse’s IRA is the lesser of 100 percent of your combined compensation or $6,000 for 2002-2004, $8,000 for 2005-2007, and $10,000 for 2008. This amount may be increased with cost-of-living adjustments in 2009 and beyond. However, you may not contribute more than the individual contribution limit to each IRA.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse’s IRA. The maximum additional contribution is $500 for years 2002-2005, and $1,000 for years 2006 and beyond.

C. **DEDUCTION OF ROLLOVERS AND TRANSFERS** – A deduction is not allowed for rollover contributions or transfers.

D. **GIFT TAX** – Transfers of your IRA assets to a Beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.

E. **SPECIAL TAX TREATMENT** – Capital gains treatment and 10-year forward accounting averaging authorized by Code section 402 do not apply to IRA distributions.

F. **INCOME TAX TREATMENT** – Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding applied to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

G. **PROHIBITED TRANSACTIONS** – If you or your Beneficiary engage in a prohibited transaction with your IRA, as described in Code section 4975, your IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. If you or your Beneficiary is under age 59½, the Early Distribution Penalty under the section entitled Federal Tax Penalties would apply. The following transactions are examples of prohibited transactions with your IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or premiums because of your IRA.
H. PLEDGING – If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

FEDERAL TAX PENALTIES

A. EARLY DISTRIBUTION PENALTY – If you are under age 59½ and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your Beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of $100,000), 10) a levy issued by the IRS, or 11) active military duty (see Qualified Reservist Distributions, below). This additional tax will apply only to the portion of a distribution which is includable in your taxable income.

B. EXCESS CONTRIBUTION PENALTY – An additional tax of six percent is imposed upon any excess contribution you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute.

C. EXCESS ACCUMULATION PENALTY – As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your Beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

D. PENALTY REPORTING – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

A. IRS PLAN APPROVAL – The Agreement used to establish this IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. ADDITIONAL INFORMATION – You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.

This Disclosure Statement is provided to you in accordance with the requirements of the Internal Revenue Code and should be reviewed in conjunction with the Custodial Account Agreement. Except as otherwise noted or as clearly required by the context, “You” or “Your” refer to the Depositor and “We” or “Our” refer to the Beneficiary.

Neither the Custodian nor affiliate or agent thereof provides tax or legal advice. As a result, you, as Depositor or Beneficiary, are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to the IRA with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

C. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. HURRICANE-RELATED RELIEF – If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita and Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified distributions include IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma.

1. 10 Percent Penalty Exception on Qualified Distributions – Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years – If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Hurricane Distributions – You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.

E. QUALIFIED RESERVIST DISTRIBUTIONS – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your IRA and re contribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, Individual Retirement Arrangements from the IRS.

F. CHARITABLE DISTRIBUTIONS – If you are age 70½ or older, you may make tax-free distributions of up to $100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. This provision applies to distributions during tax years 2008 and 2009, or until such later time as extended by Congress. For further detailed information you may wish to obtain IRS Publication 590, Individual Retirement Arrangements from the IRS.

G. HEARTLAND DISASTER RELATED TAX RELIEF – If you are an individual who has sustained an economic loss due to, or are otherwise considered affected by, the severe storms, tornadoes and flooding that occurred in the Midwestern disaster area, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified disaster recovery assistance distributions include IRA distributions made on or after specified dates for each disaster, and before January 1, 2010 to a qualified individual. For more information on this tax relief, refer to IRS Publication 4492-B, Information for Affected Taxpayers in the Midwestern Disaster Area.

1. 10 Percent Penalty Exception on Qualified Distributions – Qualified disaster recovery assistance distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years – If you received qualified disaster recovery assistance distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Disaster Recovery Assistance Distributions – You may roll over qualified disaster recovery assistance distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.
Financial Disclosure

You may direct the investment of your funds within this IRA into any investment instrument offered by or through the Custodian under this Application. The Custodian will not exercise any investment discretion regarding your IRA, as this is solely your responsibility. The value of your IRA will be solely dependent upon the performance of any investment instrument chosen by you to fund your IRA. Therefore, no projection of the growth of your IRA can be reasonably guaranteed. Your IRA, or investments within your IRA, may be held as a sub-account of a master custodial account that we establish for purposes of trading and providing recordkeeping and related services on an omnibus basis. The method for computing and allocating earnings (interest, dividends, etc.) on your investments will vary with the nature and issuer of the investment chosen. Please refer to the prospectus or contract of the investments of your choice for the method(s) used for computing and allocating earnings.

An Annual Maintenance Fee may be charged in accordance with the Fee Schedule included with the Application. This fee covers the cost of administering your IRA, safekeeping its investments, and preparing periodic statements and reports. We also reserve the right to charge set up fees and other transactional based fees, with 30 days notice to you.

Certain fees and charges apply to the investments you may select for your IRA. These may include sales commissions, investment management fees and distribution fees. Please review the Fee Schedule, the Custodial Account Agreement, the Application, prospectus’, contract, Disclosure Statement and other material used to establish your IRA. We reserve the right to change any of the fees after notice to you, as provided in your Custodial Account Agreement.

If you do not pay fees separately, they may be paid from the assets of your IRA.

The payment of any excise taxes, income taxes or other taxes of any kind (excluding UBTI) which may be imposed with respect to your IRA and all other administrative expenses is your responsibility.
Roth Individual Retirement Custodial Account Agreement

We strongly suggest that you read this document thoroughly. Neither the Custodian nor affiliate or agent thereof provides tax or legal advice. As a result, you, as Depositor or Beneficiary, are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to the Roth IRA, with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

The Depositor named on the Application is establishing a Roth Individual Retirement Account under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the Application has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has assigned the custodial account the sum indicated on the Application. The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions up to $3,000 per year for tax years 2002 through 2004. That contribution limit is increased to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $3,300 per year for tax years 2002 through 2004, $4,500 for 2005, $5,000 for 2006 and 2007, and $6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

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

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

The Depositor’s interest in the balance in the custodial account is nonforfeitable.

ARTICLE IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)(1) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor’s surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor’s death, over the designated beneficiary’s remaining life expectancy as determined in the year following the death of the Depositor.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor’s death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor’s death and subtracting 1 from the divisor for each subsequent year.

3. If the Depositor’s surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).

2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

ARTICLE VII

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

ARTICLE VIII

This Agreement will be amended as necessary to comply with the provisions of the Code, the related Regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE IX

9.01 Definitions: In this part of this Agreement (Article IX), the words “you” and “your” mean the Depositor, the words “we,” “us,” and “our” mean the Custodian, Prudential Bank & Trust, FSB, “Code” means the Internal Revenue Code, “Regulations” means the Treasury Regulations, “PRIAC” means Prudential Retirement Insurance and Annuity Company, “PIMS” means Prudential Investment Management Services, Inc. and “Beneficiary” means the persons or entities designated pursuant to Section 9.06.

9.02 Notices and Change of Address: Any required notice regarding this Roth IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

9.03 Representations and Responsibilities: You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from our directions to you or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your Roth IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have sixty (60) days after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to Roth IRAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney’s fees, arising from, or in connection with this Agreement.

To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations.

9.04 Service Fees: We have the right to charge, and you agree to pay, an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) in an amount as we shall establish from time to time, as communicated on the schedule of fees, for maintaining your Roth IRA. In addition, we have the
right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your Roth IRA at our discretion. We reserve the right to charge any additional fee upon 60 days notice to you that the fee will be effective. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this Roth IRA.

Any brokerage commissions attributable to the assets in your Roth IRA will be charged to your Roth IRA. You cannot reimburse your Roth IRA for those commissions.

9.05 Investment of Amounts in the Roth IRA: You have exclusive responsibility for and control over the investment of the assets of your Roth IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement. Interest held by your Roth IRA may be held as a subaccount of a master custodial account established by us on an omnibus basis for the purpose of trading the underlying funds and providing recordkeeping and related services for your Roth IRA. We will reconcile all new activity in each Roth IRA account on each day that the New York Stock Exchange is open. All dividends and capital gains distributions received on assets held under this Agreement shall be reinvested in additional interests in the designated fund under the Roth IRA, provided however, that the Custodian may adopt restrictions or minimums on a non-discriminatory basis providing that automatic reinvestments will not be available for small dividends or distributions and that dividends and capital gains of less than $10 be deemed to have been reinvested.

In the event an existing investment is closed to new contributions or transfers, the Custodian may, from time to time, add new investments or close existing investments so as to not permit the reinvesting of undistributed amounts in cash or to invest such amounts in a fund offered by us or an affiliate. Any money withdrawn from such an investment may not later be transferred back in. After your death, your beneficiary(ies) shall have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 9.03 of this article). We shall have no discretion to direct any investment in your Roth IRA. We assume no responsibility for rendering investment advice with respect to your Roth IRA, nor shall we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your Roth IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any undistributed amounts in cash or to invest such amounts in a fund offered by us or an affiliate of us without liability for loss of income or appreciation or for other loss and without liability for interest and shall not be liable to anyone for any loss resulting from delay in investing such amounts or in implementing such instructions. We reserve the right to change this fund. We shall deliver, or cause to be executed and delivered, to you (or following your death, the Beneficiary) all prospectuses and proxies that may come into our possession with respect to any fund we invest in for your Roth IRA. We will not substitute or exchange for you or any other person a fund or any security issued by a fund for a fund or security of another issuer on an omnibus basis. We are not responsible if any prospective investment information is inaccurate. The Custodian does not guarantee the investment in the Roth IRA and you are responsible for any loss that you may incur from your investment decision.

We shall not have any duty to question your directions (or, following your death, your Beneficiary’s) regarding the purchase, retention or sale of the assets credited to the Roth IRA. You agree that we or any affiliates, successors, agents or assigns, shall not be liable for any loss which results from your (or, following your death, your Beneficiary’s) action or inaction whether by your (or the Beneficiary’s) action or inaction or on the part of the Custodian or any person or persons designated as Beneficiary.

9.06 Beneficiary(ies): If you die before you receive all of the amounts in your Roth IRA, payments from your Roth IRA will be made to your Beneficiary(ies).

You may designate one or more persons or entities as Beneficiary of your Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each Beneficiary designation you file with us will constitute a new Beneficiary designation. The consent of a primary Beneficiary(ies) shall not be required for you to revoke a Beneficiary designation. You may designate from time to time any person or persons, entities, such as a trust, or other recipient acceptable to us as your primary or contingent Beneficiary. To receive any undistributed amounts credited to the Roth IRA at your death, any person or persons designated as Beneficiary must be alive and any entity designated as Beneficiary must be in existence at the time of your death. If you have designated more than one Beneficiary, the Beneficiary shall be entitled to receive any undistributed amount credited to the Roth IRA at the time of your death in the proportions indicated by you. In the event that you have not indicated the proportions to which multiple Beneficiaries may be entitled or if you have indicated percentages that do not exactly add up to 100, any undistributed amounts credited to the Roth IRA will be divided proportionately among the surviving Beneficiaries, unless your instructions on your Beneficiary Form clearly indicate otherwise. In the event that there are no surviving primary Beneficiaries at the time of your death, the contingent Beneficiaries shall be entitled to receive any undistributed amount credited to the Roth IRA at the time of your death and shall succeed to the rights of a primary Beneficiary in accordance with this Agreement. If multiple contingent Beneficiaries become entitled to any amounts credited to the Roth IRA, distribution shall be made in the same manner as if the Beneficiaries were multiple primary Beneficiaries. If no Beneficiary designation is in effect, or if there are no surviving Beneficiaries, at the time of your death, the Beneficiary shall be your estate.

Any designation of a spouse by name shall be deemed to have survived divorce. Notwithstanding anything to the contrary elsewhere in this Agreement, we, in our sole discretion, may apply the law of the state of your domicile at the time of your death to the interpretation of any Beneficiary designation accepted by us. Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, we may in our sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Roth IRA. In such event, all court costs, legal expenses, reasonable compensation of time expended by us in the performance of our duties, and other appropriate and pertinent expenses and costs shall be collected by us from the Roth IRA in accordance with Section 9.04.

We shall not be responsible for determining the identity or interest of any Beneficiary designated by relationship to you. We are fully entitled to rely on any representations made by you with respect to the identity of the Beneficiaries of your Roth IRA, and shall be under no duty to make any inquiry or investigation thereto. You agree that we shall have no liability for, and shall be fully indemnified against, any cost or expense we incur in connection with our good faith reliance upon such representations.

If your surviving spouse is the designated Beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA, and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional Beneficiary payment options as are granted under the Code or applicable Regulations.

We may allow, if permitted by state law, an original Roth IRA Beneficiary(ies) (the Beneficiary(ies) who is entitled to receive distribution(s) from an inherited Roth IRA at the time of your death) to name a successor Beneficiary(ies) for the inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original Roth IRA Beneficiary(ies)’ lifetime. Unless otherwise specified, each Beneficiary designation form that the original Roth IRA Beneficiary(ies) files with us will cancel all prior Beneficiary designations. The consent of a primary Beneficiary(ies) shall not be required for the original Roth IRA Beneficiary(ies).
to revoke a successor Beneficiary(ies) designation. If the original Roth IRA Beneficiary(ies) does not designate a successor Beneficiary(ies), his or her estate will be the successor Beneficiary. In no event shall the successor Beneficiary(ies) be able to extend the distribution period beyond that required for the original Roth IRA Beneficiary.

9.07 Termination of Agreement, Resignation, or Removal of Custodian: Either party may terminate this Agreement at any time, by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your Roth IRA to another financial organization. If you do not complete a transfer of your Roth IRA within 60 days from the date we mail the notice to you, we have the right to transfer your Roth IRA assets to a successor Roth IRA custodian or trustee that we choose in our sole discretion, or we may pay your Roth IRA in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. Upon termination of this Agreement, we agree to relieve us from all further liability with respect to this Agreement, your Roth IRA and all assets so distributed.

If this Agreement is terminated, we may charge to your Roth IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- any fees, expenses or taxes chargeable against your Roth IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth IRA.

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your Roth IRA to you in cash or property if the balance of your Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.08 Successor Custodian: If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your Roth IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your Roth IRA, but only if it is the type of organization authorized to serve as a Roth IRA trustee or custodian.

9.09 Amendments: We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 60 days from the date we mail the amendment, you notify us in writing that you do not consent.

9.10 Withdrawals or Transfers: We will make distributions from your Roth IRA only upon your request (or, following your death, your Beneficiary’s) to us in such form and manner as is acceptable. At the election of you or your Beneficiary (as appropriate), distribution from your Roth IRA will be made by liquidating one or more of the investments held in your Roth IRA and the distribution of the net cash proceeds. All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us or by electronic means provided by us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

Distributions may be made in cash or in-kind. Distributions may be made as a lump sum, installments or to purchase an annuity contract from an insurance company.

The Custodian assumes no responsibility for the tax treatment of any distribution from the Custodial Account; such responsibility accrues solely to the payee of the distribution.

The Custodian shall not be responsible for complying with a direction that it reasonably believes to be genuine (in its sole discretion) or for refusing to comply if it does not reasonably appear to be genuine (in its sole discretion), and assumes no duty of further inquiry.

You are not required to take a distribution from your Roth IRA at age 70½. At your death, however, your Beneficiary(ies) must begin taking distributions in accordance with Article V and Section 9.06 of this Agreement. We will not make distributions to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.

9.11 Rollovers or Transfers from Other Plans: We can receive amounts transferred to this Roth IRA from the custodian or trustee of another Roth IRA or Roth 401(k) as permitted by the Code. We reserve the right not to accept any transfer or direct rollover. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any transfer from another trustee or custodian that are due to the circumstances reasonably beyond the control of the Custodian.

The Depositor shall designate each rollover contribution as such to the Custodian and shall designate the portion which is the after-tax basis, and by such designation shall signify to the Custodian that a proposed rollover contribution qualifies as a rollover contribution.

No transfer or rollover of funds not attributable to Roth IRA or Roth 401(k) will be accepted unless they comply with conversion rules further described within this Agreement and the Disclosure Statement.

9.12 Liquidation of Assets: The Custodian, or any of its affiliates have the right to liquidate assets, or direct the Custodian to liquidate assets, in your Roth IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your Roth IRA or if the value of the Account at the time of such order is less than a minimum value established on a non-discriminatory basis from time to time. Neither the Custodian, nor any of its affiliates thereof shall be liable for, or in any way responsible with respect to, any penalty or any other loss incurred by any person with respect to a distribution made hereunder and upon liquidation of the Custodial Account as aforesaid. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

9.13 Restrictions on the Fund: Neither you nor any Beneficiary may sell, transfer or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your Roth IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement. We may restrict transfers among funds or distributions from your Roth IRA or impose fees related to such transfers or distributions, where such restriction or fee is in accordance with the applicable fund’s prospectus or our procedures designed to prevent market timing.

9.14 What Law Applies: This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected and shall be interpreted as if such part(s) had not been included. If the law requires any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

9.15 Indemnification: You fully agree to indemnify us and hold us harmless from any and all liability whatsoever which may arise either (1) in connection with this Agreement and matters which it contemplates, except that which arises due to our gross negligence or willful misconduct, or (2) with respect to making or failing to make any distribution, other than for failure to make distribution where such failure is due to our gross negligence or willful misconduct. We shall not be obligated or expected to commence or defend any legal action or proceeding in connection with this Agreement or such matters unless: (a) you and we agree and (b) we are fully indemnified for doing so to our satisfaction. We may conclusively rely upon and shall be protected in acting upon any written order from or authorized by you (or, following your death, the Beneficiary) or any other notice request, consent, directive or other instrument reasonably believed by us to be genuine and to have been issued in proper form and with proper authority, and so long as we act in good faith in taking or omitting to take any other action in reliance thereon.

9.16 Delegation: We may delegate to one or more entities, including our affiliates, the performance of record keeping, ministerial and other services in connection with the Roth IRA for a reasonable fee to be paid by us. Any such agent’s duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as we serve as Custodian. Although we shall have no responsibility to give effect to a direction from anyone other than you (or, following your death, the Beneficiary), we may in our discretion, establish procedures pursuant to which you (or, following your death, the Beneficiary) may delegate in a form and manner acceptable to us to a third party any or all of the powers and duties hereunder. Any such third party to whom you (or, following your death, the Beneficiary) have so delegated powers and duties shall be treated as the Depositor for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

9.17 Escrow: With our consent, the Roth IRA may serve as an escrow arrangement to hold restricted distributions from defined benefit plans pursuant to Regulations. In such event, we will act in accordance with an escrow agreement acceptable to us pursuant to which we will only act upon the direction of the trustee of the distributing plan with respect to distributions from the Roth IRA. Any such escrow agreement will remain in place until the trustee of the distributing plan releases us from the escrow agreement.
9.18 If all required forms and information are properly submitted, we will accept appointment as Custodian of your Roth IRA. However, this agreement is not binding on us until you have received a statement confirming the initial transaction for the Roth IRA. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code section 408(p).

9.19 Form of Agreement. Recordkeeping Responsibility: You acknowledge your understanding that this Agreement is based on IRS Form 5305-RA, a model custodial account agreement, with additional provisions in Article IX. You further acknowledge that the IRS has not otherwise approved the form of this Agreement. Notwithstanding the generality of any other provision of this Agreement, you are solely responsible for maintaining any records necessary to identify the source of any rollover contribution to your Roth IRA. Except as may be required by such Regulations, Custodian assumes no responsibility for preparation or distribution of Simplified Employee Reports as defined in the Code and Regulations thereunder. The Custodian shall have no fiduciary duties either express or implied. Custodian shall not be liable (and assumes no responsibility) for the collection of contributions, the deductibility of any contribution or its propriety under this Agreement, or the purpose or propriety of any distribution ordered. Such matters are the sole responsibility of Depositor and Depositor’s Beneficiary, as applicable.

### General Instructions

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

### Purpose of Form

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

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

### Definitions

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

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

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

### Identifying Number

The Depositor’s social security number will serve as the identification number of his or her IRA.

### Specific Instructions

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

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

**Article IX.** Article IX and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian’s fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc. Attach additional pages if necessary.
RIGHT TO REVOKE YOUR ROTH IRA
You have the right to revoke your Roth IRA within seven (7) days of the receipt of the Disclosure Statement. If revoked, you are entitled to a full return of the contribution you made to your Roth IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application. If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your Roth IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF A ROTH IRA
A. CASH CONTRIBUTIONS – Your contribution must be in cash, unless it is a rollover or conversion contribution.
B. MAXIMUM CONTRIBUTION – The total amount you may contribute to a Roth IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or $5,000 for years 2002-2004, $4,000 for years 2005-2007, and $5,000 for 2008 and subsequent years. Generally, contributions to your Roth IRA are reduced if your modified adjusted gross income (MAGI) exceeds certain phase-out maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 and your MAGI is $155,000, your maximum Roth IRA contribution for 2002 is $1,500. This amount is determined as follows: $150,000 minus $155,000) divided by $10,000) multiplied by $5,000.

If you are single and your MAGI is between the applicable MAGI phaseout range for the year, your maximum Roth IRA contribution is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI from it; (2) divide the result by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the year, including catch-up contributions if you are age 50 or older. For example, if you are age 50 and your MAGI is $155,000, your maximum Roth IRA contribution for 2002 is $1,500. This amount is determined as follows: $150,000 minus $155,000) divided by $10,000) multiplied by $5,000.
C. CONTRIBUTION ELIGIBILITY – You are eligible to make a regular contribution to your Roth IRA, regardless of your age, if you have compensation and your MAGI is below the maximum threshold. Your Roth IRA contribution is not limited by your participation in a retirement plan, other than a Traditional IRA.
D. CATCH-UP CONTRIBUTION – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA. The maximum additional contribution is $500 for years 2002-2005 and $1,000 for years 2006 and beyond.
E. CATCH-UP CONTRIBUTIONS ALLOWED IN CERTAIN EMPLOYER BANKRUPTCIES – You may be eligible to contribute an additional catch-up contribution of up to $3,000 each year in 2006 through 2009. To be eligible, the following conditions must be met: 1) you were a participant in a 401(k) plan in which the employer matched at least 50% of your contributions to the plan with employer stock; 2) the employer must have been a debtor in a bankruptcy case in an earlier year and must have been indicted or convicted as a result of the events leading up to the bankruptcy; and 3) you must have been a participant in the 401(k) plan at least six months before the bankruptcy case was filed. If you choose to make these special catch-up contributions, you will not be eligible for the normal catch-up contribution for individuals age 50 and older.
F. NONFORFEITABILITY – Your interest in your Roth IRA is nonforfeitable.
G. ELIGIBLE CUSTODIANS – The Custodian of your Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
H. COMINGLING ASSETS – The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.
I. LIFE INSURANCE – No portion of your Roth IRA may be invested in life insurance contracts.
J. COLLECTIBLES – You may not invest the assets of your Roth IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain government bonds are also permissible as Roth IRA investments.
K. BENEFICIARY PAYOUTS – Your designated Beneficiary is determined based on the Beneficiary(ies) designated as of the date of your death who remains your Beneficiary(ies) as of September 30 of the year following the year of your death. The entire amount remaining in your account will, at the election of your Beneficiary(ies), either be distributed 1. by December 31 of the year containing the fifth anniversary of your death, or 2. be distributed over the remaining life expectancy of your designated Beneficiary(ies).

If your spouse is your sole designated Beneficiary, he or she must elect either option (1) or (2) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated Beneficiary(ies), other than a spouse who is the sole designated Beneficiary, must elect either option (1) or (2) by December 31 of the year following the year of your death. Generally if your spouse is the designated Beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated Beneficiary(ies) of your Roth IRA for purposes of determining the distribution period. If there is no designated Beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

If your Roth IRA is a rollover or conversion contribution, including transfers, rollover contributions, and conversion contributions, your minimum required distribution is determined as follows: 1. be distributed by December 31 of the year containing the fifth anniversary of your death, or 2. be distributed over the remaining life expectancy of your designated Beneficiary(ies). If your spouse is your sole designated Beneficiary, he or she must elect either option (1) or (2) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated Beneficiary(ies), other than a spouse who is the sole designated Beneficiary, must elect either option (1) or (2) by December 31 of the year following the year of your death. Generally if your spouse is the designated Beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated Beneficiary(ies) of your Roth IRA for purposes of determining the distribution period. If there is no designated Beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated Beneficiary of your entire Roth IRA will be deemed to elect to treat your Roth IRA as his or her own by either (1) making contributions to your Roth IRA or (2) failing to timely remove a required minimum distribution from your Roth IRA. Regardless of whether or not the spouse is the sole designated Beneficiary of your Roth IRA, a spouse Beneficiary may roll over his or her share of the assets to his or her own Roth IRA.

L. WAIVER OF 2009 BENEFICIARY PAYMENT – No Beneficiary life expectancy payments are required from an inherited Roth IRA for calendar year 2009. If the five year rule applies to a Roth IRA with respect to any decedent, the five year period is determined without regard to calendar year 2009. For example, if a Roth IRA owner died in 2007, the Beneficiary’s five year period ends in 2013 instead of 2012.

INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA
A. CONTRIBUTIONS NOT DEDUCTED – No deduction is allowed for Roth IRA contributions, including transfers, rollover contributions, and conversion contributions.
B. CONTRIBUTION DEADLINE – The deadline for making a Roth IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your Roth IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.
C. TAX CREDIT FOR CONTRIBUTIONS – You may be eligible to receive a tax credit for your Roth IRA contributions. This credit may not exceed $1,000 in a given year. You may be eligible for this tax credit if you are:
• age 18 or older as of the close of the taxable year,
• not a dependent of another taxpayer, and
• not a full-time student.
The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Roth IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed $2,000.

<table>
<thead>
<tr>
<th></th>
<th>Joint Return</th>
<th>Head of a Household</th>
<th>All Other Cases</th>
<th>Applicable Percentage</th>
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</thead>
<tbody>
<tr>
<td>$1 – 30,000</td>
<td>$1 – 22,500</td>
<td>$1 – 15,000</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>30,001 – 32,500</td>
<td>22,501 – 24,375</td>
<td>15,001 – 16,250</td>
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<td>32,501 – 50,000</td>
<td>24,376 – 37,500</td>
<td>16,251 – 25,000</td>
<td>10</td>
<td></td>
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<tr>
<td>Over 50,000</td>
<td>Over 37,500</td>
<td>Over 25,000</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

*Adjusted gross income includes foreign earned income and income from Guam, American Samoa, Northern Mariana Islands and Puerto Rico. AGI limits are subject to cost-of-living adjustments for tax years beginning after 2006.

D. TAX-DEFERRED EARNINGS – The investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.

E. TAXATION OF DISTRIBUTIONS – The taxation of Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.

1. Qualified Distributions – Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in your income. A qualified distribution is a distribution which is made after the expiration of the five-year period beginning January 1 of the first year for which you made a contribution to any Roth IRA (including a conversion from a Traditional IRA), and is made on account of one of the following events:
   - attainment of age 59½,
   - death,
   - the purchase of a first home,
   - any distribution is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought.

   For example, if you made a contribution to your Roth IRA for 1998, the five-year period for determining whether a distribution is a qualified distribution is satisfied as of January 1, 2003.

2. Nonqualified Distributions – If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, may be subject to an early distribution penalty. However, when you take a distribution, the amounts you contributed annually to any Roth IRA account and any military death gratuity or Servicemembers’ Group Life Insurance (SGLI) payments you rolled over to a Roth IRA, will be deemed to be removed first, followed by conversion contributions made to any Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions, military death gratuity or SGLI payments, and your conversions.

F. REQUIRED MINIMUM DISTRIBUTIONS – You are not required to take distributions from your Roth IRA at age 70½ (as required for Traditional and SIMPLE IRAs). However, your Beneficiary(ies) is generally required to take required minimum distributions.

G. ROLLOVERS AND CONVERSIONS – Your Roth IRA may be rolled over to another Roth IRA of yours, may receive rollover contributions, or may receive conversion contributions provided that all of the applicable rollover or conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your Roth IRA from another Roth IRA. Conversion is a term used to describe the movement of Traditional IRA or SIMPLE IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see the competent tax adviser.

1. Roth IRA to Roth IRA Rollovers – Funds distributed from your Roth IRA may be rolled over to a Roth IRA of yours if the requirements of Code section 408(d)(3) are met. A proper Roth IRA to Roth IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another Roth IRA to Roth IRA rollover from the distributing Roth IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months. Roth IRA assets may not be rolled over to other types of IRAs (e.g., Traditional IRA, SIMPLE IRA).

2. Traditional IRA to Roth IRA Conversions – If your MAGI is not more than $100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). Beginning in 2010, the $100,000 MAGI limit and the married filing separate tax return restriction will be eliminated for conversion eligibility. If you are age 70½ or older you must remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

3. SIMPLE IRA to Roth IRA Conversions – If your MAGI is not more than $100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing savings incentive match plan for employees of small employers (SIMPLE) IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. Beginning in 2010, the $100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated for conversion eligibility. If you are age 70½ or older you must remove your required minimum distribution prior to converting your SIMPLE IRA. The amount of the conversion from your SIMPLE IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income. Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

4. Rollovers of Roth Elective Deferrals – Roth elective deferrals distributed from a 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity may be rolled into your Roth IRA.

5. Rollovers from Employer-Sponsored Retirement Plans – Distributions taken from your qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan after December 31, 2007 may be rolled over to your Roth IRA. If you are a spouse, nonspouse, or qualified trust Beneficiary who has inherited a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan, you may be eligible to directly roll over the assets to an inherited Roth IRA. The inherited Roth IRA is subject to the Beneficiary distribution requirements. Roth IRA conversion rules, as described above, will apply to rollovers by beneficiaries or plan participants, subjecting the requirement to include the taxable portion in income in the year distributed.

6. Beneficiary Rollovers from 401(k) or 403(b) Plans Containing Roth Elective Deferrals – If you are a spouse, nonspouse, or qualified trust Beneficiary of a deceased 401(k) or 403(b) plan participant who had made Roth elective deferrals to the plan, you may roll over the Roth elective deferrals, and their earnings, to an inherited Roth IRA. The Roth IRA must be maintained as an inherited Roth IRA, subject to the Beneficiary distribution requirements.

7. Rollover of Military Death Benefits – If you receive or have received a military death gratuity or proceeds from the Servicemembers’ Group Life Insurance (SGLI) program, you may be able to roll over the proceeds to your Roth IRA. The rollover contribution amount is limited to the sum of the death benefits or SGLI payment received, less any such amount that was rolled over to a Coverdell education savings account. Proceeds must be rolled over within one year of receipt of the death benefits or SGLI payment for deaths occurring on or after July 17, 2007. For deaths occurring between October 7, 2001 and June 17, 2008, proceeds may be rolled over no later than one year from June 17, 2008. Any amount that is rolled over under this provision is considered nontaxable basis in your Roth IRA.

8. Qualified HSA Funding Distribution – If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your Roth IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans.

9. Rollovers of Settlement Payments from Bankrupt Airlines – If you are a qualified airline employee who has received an airline settlement payment from a commercial airline carrier under the approval of an order of a Federal bankruptcy court in a case filed after September 11, 2001, and before January 1, 2007, you are allowed to roll over any portion of the proceeds into your Roth IRA by the later of the day on which you receive a receipt of such amount, or June 21, 2009. To obtain more information on this type of rollover, you may wish to visit the IRS website at www.irs.gov.
10. Rollover of Exxon Valdez Settlement Payments – If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to $100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including tax extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may visit the website at www.irs.gov.

11. Written Election – At the time you make a proper rollover or conversion to a Roth IRA, you must designate in writing to us, your election to treat that contribution as a rollover or conversion. Once made, the election is irrevocable.

II. TRANSFER DUE TO DIVORCE – If all or any part of your Roth IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse’s Roth IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another Roth IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Roth IRA to another.

I. RECHARACTERIZATIONS – If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed.

LIMITATIONS AND RESTRICTIONS

A. SPOUSAL ROTH IRA – If you are married and have compensation, you may contribute to a Roth IRA established for the benefit of your spouse, regardless of whether or not your spouse has compensation. You must file a joint income tax return for the year for which the contribution is made. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds. The amount you may contribute to your Roth IRA and your spouse’s Roth IRA is the lesser of $15,000 or 100 percent of your combined compensation or $6,000 for 2002-2004, $8,000 for 2005-2007 and $10,000 for 2008. This amount may be increased with cost-of-living adjustments in 2009 and beyond. However, you may not contribute more than the individual contribution limit to each Roth IRA. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

B. GIFT TAX – Transfers of your Roth IRA assets to a Beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.

C. SPECIAL TAX TREATMENT – Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to Roth IRA distributions.

D. INCOME TAX TREATMENT – Any nonqualified withdrawal of earnings from your Roth IRA may be subject to federal income tax withholding. You may, however, elect not to have withholding apply to your Roth IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

E. PROHIBITED TRANSACTIONS – If you or your Beneficiary engage in a prohibited transaction with your Roth IRA, as described in Code section 4975, your Roth IRA will lose its tax-deferred or tax-exempt status, and you must generally include the value of the earnings in your account in your gross income for the taxable year you engage in the prohibited transaction. If you or your Beneficiary is under age 59½, the Early Distribution Penalty under the section entitled Federal Tax Penalties would apply. The following transactions are examples of prohibited transactions with your Roth IRA: (1) taking a loan from your Roth IRA; (2) buying property for personal use (present or future) with Roth IRA funds; or (3) receiving certain bonuses or promotions as a result of your Roth IRA.

F. PLEDGING – If you pledge a portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in your gross income for the taxable year in which you pledge the assets to the extent it represents earnings.

FEDERAL TAX PENALTIES

A. EARLY DISTRIBUTION PENALTY – If you are under age 59½ and receive a nondeductible Roth IRA distribution, an additional tax of 10 percent will generally apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts within the five-year period beginning with the year in which the conversion occurred, an additional tax of 10 percent will generally apply to the amount of the distribution. The additional tax of 10 percent will generally not apply if a distribution is made on account of (1) death, (2) disability, (3) a qualifying rollover, (4) the timely withdrawal of an excess contribution, or (5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your Beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are treated from employment but received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of $10,000), 10) a levy issued by the IRS, or 11) active military duty (see Qualified Reservist Distributions, below).

B. EXCESS CONTRIBUTION PENALTY – An additional tax of six percent is imposed upon any excess contribution you make to your Roth IRA. This additional tax will apply each year in which an excess remains in your Roth IRA. An excess contribution is any amount that is contributed to your Roth IRA that exceeds the amount that you are eligible to contribute.

C. EXCESS ACCUMULATION PENALTY – As previously described, your Beneficiary(ies) is generally required to take certain required minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

D. PENALTY REPORTING – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

A. IRS PLAN APPROVAL – The Agreement used to establish this Roth IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. ADDITIONAL INFORMATION – You may obtain further information on Roth IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.

This Disclosure Statement is provided to you in accordance with the requirements of the Internal Revenue Code and should be reviewed in conjunction with the Custodial Account Agreement. Except as otherwise noted or as clearly required by the context, “You” or “Your” refer to the Depositors for whose benefit the IRA is originally established and following the death of the Depositor, shall refer to the Beneficiary.

Neither the Custodian nor affiliate or agent thereof provides tax or legal advice. As a result, you, as Depositor or Beneficiary, are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to the IRA with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

C. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. HURRICANE-RELATED RELIEF – If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita or Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your Roth IRA. Qualified distributions include Roth IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma.

1. 10 Percent Penalty Exception on Qualified Distributions – Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years – If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Hurricane Distributions – You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.

#6100 (08/2011)
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E. QUALIFIED RESERVIST DISTRIBUTIONS – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your Roth IRA and recontribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, Individual Retirement Arrangements from the IRS.

F. CHARITABLE DISTRIBUTIONS – If you are age 70½ or older, you may make tax-free distributions of up to $100,000 per year directly from your Roth IRA to certain charitable organizations. Special tax rules may apply. This provision applies to distributions during tax years 2008 and 2009, or until such later time as extended by Congress. For further detailed information you may wish to obtain IRS Publication 590, Individual Retirement Arrangements from the IRS.

G. HEARTLAND DISASTER RELATED TAX RELIEF – If you are an individual who has sustained an economic loss due to, or are otherwise considered affected by, the severe storms, tornadoes and flooding that occurred in the Midwestern disaster area, you may be eligible for favorable tax treatment on distributions and rollovers from your Roth IRA. Qualified disaster recovery assistance distributions include Roth IRA distributions made on or after specified dates for each disaster, and before January 1, 2010 to a qualified individual. For more information on this tax relief, refer to IRS Publication 4492-B, Information for Affected Taxpayers in the Midwestern Disaster Area.

1. 10 Percent Penalty Exception on Qualified Distributions – Qualified disaster recovery assistance distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years – If you received qualified disaster recovery assistance distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Disaster Recovery Assistance Distributions – You may roll over qualified disaster recovery assistance distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

Roth IRA Financial Disclosure

You may direct the investment of your funds within this Roth IRA into any investment instrument offered by or through the Custodian under this Application. The Custodian will not exercise any investment discretion regarding your Roth IRA, as this is solely your responsibility. The value of your Roth IRA will be solely dependent upon the performance of any investment instrument chosen by you to fund your Roth IRA. Therefore, no projection of the growth of your Roth IRA can be reasonably guaranteed. Your Roth IRA, or investments within your Roth IRA, may be held as a sub-account of a master custodial account that we establish for purposes of trading and providing recordkeeping and related services on an omnibus basis. The method for computing and allocating earnings (interest, dividends, etc.) on your investments will vary with the nature and issuer of the investment chosen. Please refer to the prospectus or contract of the investments of your choice for the method(s) used for computing and allocating earnings.

An Annual Maintenance Fee may be charged in accordance with the Fee Schedule included with the Application. This fee covers the cost of administering your Roth IRA, safekeeping its investments, and preparing periodic statements and reports. We also reserve the right to charge set up fees and other transactional based fees, with 30 days notice to you.

Certain fees and charges apply to the investments you may select for your Roth IRA. These may include sales commissions, investment management fees and distribution fees. Please review the Fee Schedule, the Custodial Account Agreement, the Application, prospectus’, contract, Disclosure Statement and other material used to establish your Roth IRA. We reserve the right to change any of the fees after notice to you, as provided in your Custodial Account Agreement.

If you do not pay fees separately, they may be paid from the assets of your Roth IRA.

The payment of any excise taxes, income taxes or other taxes of any kind (excluding UBTTI) which may be imposed with respect to your Roth IRA and all other administrative expenses is your responsibility.
Special Tax Notice Regarding Plan Payments
(Special Notice Regarding Plan Payments - please retain for your records)

This notice is provided to you by Prudential Financial, Inc., on behalf of the plan administrator ("Plan Administrator").

Right to Defer Distributions from Defined Contribution Plans

You may be eligible to receive a distribution from your employer's retirement plan now. Instead of taking a distribution now, you may elect to defer receiving a distribution until a later date -- typically as late as age 70-1/2. (If your account balance does not exceed $5,000 (or the amount of your plan's cashout threshold), you may not have a right to defer payment.) If you defer receiving a distribution, the plan investment options available to you thereafter (including related fees) generally will be the same as those available to active employees. However, certain plan features, such as the right to repay or take a loan from the plan, may not be available if you have terminated employment. Please refer to your summary plan description and fund fact sheets for more information about plan investment options, investment related expenses, any plan restrictions or charges applicable to terminated employees, payment options, and any other special rules that may impact your distribution decision. If you elect to receive a distribution that you roll over to another eligible retirement plan such as an IRA, the investment options offered under your current employer’s plan (e.g., mutual funds, employer stock) may not be available to you or, if available, are likely to carry higher expenses if transferred to an IRA. If you elect to receive a distribution but do not roll it over to another eligible retirement plan, such action triggers taxation (possibly including a 10% penalty), results in loss of future tax-deferred earnings (if any), and may diminish the funds available to you for retirement purposes. For additional information about plan investment options (and related fees), plan restrictions or charges applicable to terminated employees who defer receiving a distribution, or if you have other questions regarding your right to defer a distribution, and the consequences of failing to defer, please contact Prudential at the number provided on your benefit statement.

For Payments From a Designated Roth Account

This notice describes the rollover rules that apply to payments from your employer’s plan (the “Plan”) that are from a designated Roth account. A different notice is provided for payments not from a designated Roth account.

YOUR ROLLOVER OPTIONS

This notice is provided to you because all or part of the payments that you may receive from a designated Roth account in the Plan may be eligible for rollover to a Roth IRA or designated Roth account in an eligible employer plan. This notice is intended to help you decide whether to do such a rollover. If you have additional questions after reading this notice, you can contact your Plan Administrator.

Rules that apply to most payments from a designated Roth account are described in the “General Information About Rollovers” section. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

After-tax contributions included in a payment from a designated Roth account are not taxed, but earnings might be taxed. The tax treatment of earnings included in the payment depends on whether the payment is a qualified distribution. If a payment is only part of your designated Roth account, the payment will include an allocable portion of the earnings in your designated Roth account.

If the payment from the Plan is not a qualified distribution and you do not do a rollover to a Roth IRA or a designated Roth account in an employer plan, you will be taxed on the earnings in the payment. If you are under age 59½, a 10% additional income tax on early distributions will also apply to the earnings (unless an exception applies). However, if you do a rollover, you will not have to pay taxes currently on the earnings and you will not have to pay taxes later on payments that are qualified distributions.

If the payment from the Plan is a qualified distribution, you will not be taxed on any part of the payment even if you do not do a rollover. If you do a rollover, you will not be taxed on the amount you roll over and any earnings on the amount you roll over will not be taxed if paid later in a qualified distribution.

A qualified distribution from a designated Roth account in the Plan is a payment made after you are age 59½ (or after your death or disability) and after you have had a designated Roth account in the Plan for at least 5 years. In applying the 5-year rule, you count from January 1 of the year your first contribution was made to the designated Roth account. However, if you did a direct rollover to a designated Roth account in the Plan from a designated Roth account in another employer plan, your participation will count from January 1 of the year your first contribution was made to the designated Roth account in the Plan or, if earlier, to the designated Roth account in the other employer plan.

Ed. 12/2009
Where may I roll over the payment?

You may roll over the payment to either a Roth IRA (a Roth individual retirement account or Roth individual retirement annuity) or a designated Roth account in an employer plan (a tax-qualified plan or section 403(b) plan) that will accept the rollover. The rules of the Roth IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the Roth IRA or employer plan (for example, no spousal consent rules apply to Roth IRAs and Roth IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the Roth IRA or the designated Roth account in the employer plan. In general, these tax rules are similar to those described elsewhere in this notice, but differences include:

- If you do a rollover to a Roth IRA, all of your Roth IRAs will be considered for purposes of determining whether you have satisfied the 5-year rule (counting from January 1 of the year for which your first contribution was made to any of your Roth IRAs).
- If you do a rollover to a Roth IRA, you will not be required to take a distribution from the Roth IRA during your lifetime and you must keep track of the aggregate amount of the after-tax contributions in all of your Roth IRAs (in order to determine your taxable income for later Roth IRA payments that are not qualified distributions).
- Eligible rollover distributions from a Roth IRA can only be rolled over to another Roth IRA.

How do I do a rollover?

There are two ways to do a rollover. You can either do a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your Roth IRA or designated Roth account in an employer plan. You should contact the Roth IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover and the payment is not a qualified distribution, the Plan is required to withhold 20% of the earnings for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover to a Roth IRA, you must use other funds to make up for the 20% withheld.

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if S corporation stock is held by an IRA).

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If a payment is not a qualified distribution and you are under age 59½, you will have to pay the 10% additional income tax on early distributions with respect to the earnings allocated to the payment that you do not roll over (including amounts withheld for income tax), unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the earnings not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
For payments from a Roth IRA, including:

- There is no special exception for payments after separation from service.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to a Roth IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to $10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

If I do a rollover to a Roth IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from a Roth IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions on the earnings paid from the Roth IRA, unless an exception applies or the payment is a qualified distribution. In general, the exceptions to the 10% additional income tax for early distributions from a Roth IRA listed above are the same as the exceptions for early distributions from a plan. However, there are a few differences for payments from a Roth IRA, including:

- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If your payment includes employer stock that you do not roll over

If you receive a payment that is not a qualified distribution and you do not roll it over, you can apply a special rule to payments of employer stock (or other employer securities) that are paid in a lump sum after separation from service (or after age 59½, disability, or the participant’s death). Under the special rule, the net unrealized appreciation on the stock included in the earnings in the payment will not be taxed when distributed to you from the Plan and will be taxed at capital gain rates when you sell the stock. If you do a rollover to a Roth IRA for a nonqualified distribution that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the distribution), you will not have any taxable income and the special rule relating to the distributed employer stock will not apply to any subsequent payments from the Roth IRA or employer plan. Net unrealized appreciation is generally the increase in the value of the employer stock after it was acquired by the Plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.

If you receive a payment that is a qualified distribution that includes employer stock and you do not roll it over, your basis in the stock (used to determine gain or loss when you later sell the stock) will equal the fair market value of the stock at the time of the payment from the Plan.

If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and, if the distribution is a nonqualified distribution, the earnings in the loan offset will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the earnings in the loan offset to a Roth IRA or designated Roth account in an employer plan.

If you receive a nonqualified distribution and you were born on or before January 1, 1936

If you were born on or before January 1, 1936, and receive a lump sum distribution that is not a qualified distribution and that you do not roll over, special rules for calculating the amount of the tax on the earnings in the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you receive a nonqualified distribution, are an eligible retired public safety officer, and your pension payment is used to pay for health coverage or qualified long-term care insurance

If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income nonqualified distributions paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of $3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant’s death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, whether the payment is a qualified distribution generally depends on when the participant first made a contribution to the designated Roth account in the Plan. Also, the 10% additional income tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under the section “If you receive a nonqualified distribution and you were born on or before January 1, 1936”
applies only if the participant was born on or before January 1, 1936.

**If you are a surviving spouse.** If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to a Roth IRA, you may treat the Roth IRA as your own or as an inherited Roth IRA. A Roth IRA you treat as your own is treated like any other Roth IRA of yours, so that you will not have to receive any required minimum distributions during your lifetime and earnings paid to you in a nonqualified distribution before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies). If you treat the Roth IRA as an inherited Roth IRA, payments from the Roth IRA will not be subject to the 10% additional income tax on early distributions. An inherited Roth IRA is subject to required minimum distributions. If the participant had started taking required minimum distributions from the Plan, you will have to receive required minimum distributions from the inherited Roth IRA. If the participant had not started taking required minimum distributions, you will not have to start receiving required minimum distributions from the inherited Roth IRA until the year the participant would have been age 70½.

**If you are a surviving beneficiary other than a spouse.** If you receive a payment from the Plan because of the participant’s death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited Roth IRA. Payments from the inherited Roth IRA, even if made in a nonqualified distribution, will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited Roth IRA.

Payments under a qualified domestic relations order. If you are the spouse or a former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment as described in this notice).

**If you are a nonresident alien**

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Other special rules**

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year (only including payments from the designated Roth account in the Plan) are less than $200, the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you can do a 60-day rollover.

Unless you elect otherwise, a mandatory cashout from the designated Roth account in the Plan of more than $1,000 will be directly rolled over to a Roth IRA chosen by the Plan Administrator or the payor. A mandatory cashout is a payment from a plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant’s benefit does not exceed $5,000, or the amount of your plan’s cashout threshold (not including any amounts held under the plan as a result of a prior rollover made to the plan).

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces’ Tax Guide.

If you expatriate from the U.S., you may be subject to special rules, and should consult with your personal tax advisor to determine if you are required to provide Prudential with IRS Form W-8CE.

**FOR MORE INFORMATION**

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.
Special Tax Notice Regarding Plan Payments
(Sections 401 and 403) continued

This notice is provided to you by Prudential Financial, Inc., on behalf of the plan administrator (“Plan Administrator”).

Right to Defer Distributions from Defined Contribution Plans

You may be eligible to receive a distribution from your employer’s retirement plan now. Instead of taking a distribution now, you may elect to defer receiving a distribution until a later date -- typically as late as age 70-1/2. (If your account balance does not exceed $5,000 (or the amount of your plan’s cashout threshold), you may not have a right to defer payment.) If you defer receiving a distribution, the plan investment options available to you thereafter (including related fees) generally will be the same as those available to active employees. However, certain plan features, such as the right to repay or take a loan from the plan, may not be available if you have terminated employment. Please refer to your summary plan description and fund fact sheets for more information about plan investment options, investment related expenses, any plan restrictions or charges applicable to terminated employees, payment options, and any other special rules that may impact your distribution decision. If you elect to receive a distribution that you roll over to another eligible retirement plan such as an IRA, the investment options offered under your current employer’s plan (e.g., mutual funds, employer stock) may not be available to you or, if available, are likely to carry higher expenses if transferred to an IRA. If you elect to receive a distribution but do not roll it over to another eligible retirement plan, such action triggers taxation (possibly including a 10% penalty), results in loss of future tax-deferred earnings (if any), and may diminish the funds available to you for retirement purposes. For additional information about plan investment options (and related fees), plan restrictions or charges applicable to terminated employees who defer receiving a distribution, or if you have other questions regarding your right to defer a distribution, and the consequences of failing to defer, please contact Prudential at the number provided on your benefit statement.

For Payments Not From a Designated Roth Account

This notice describes the rollover rules that apply to payments from your employer’s plan (the “Plan”) that are not from a designated Roth account (a type of account with special tax rules in some employer plans). A different notice is provided for payments from a designated Roth account.

YOUR ROLLOVER OPTIONS

This notice is provided to you because all or part of the payments that you may receive from the Plan may be eligible for rollover to an IRA or an eligible employer plan. This notice is intended to help you decide whether to do such a rollover. If you have additional questions after reading this notice, you can contact your Plan Administrator.

Rules that apply to most payments from a plan are described in the “General Information About Rollovers” section. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

Ed. 3/2011
How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA).

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don’t do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed above applies. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to $10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the after-tax contributions. If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals $12,000, of which $2,000 is after-tax contributions. In this case, if you roll over $10,000 to an IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after-tax contributions.
You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If your payment includes employer stock that you do not roll over

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59½, disability, or the participant’s death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or employer plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.

If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you are an eligible retired public safety officer and your pension payment is used to pay for health coverage or qualified long-term care insurance

If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income plan payments paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of $3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

If your plan offers Roth contributions and also permits Roth In-Plan Rollovers

If you roll over the payment to a designated Roth account in the Plan, the amount of the payment rolled over (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount rolled over out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover).

If you roll over the payment to a designated Roth account in the Plan, later payments from the designated Roth account that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a designated Roth account is a payment made both after you attain age 59½ (or after your death or disability) and after you have had a designated Roth account in the Plan for a period of at least 5 years. The 5-year period described in the preceding sentence begins on January 1 of the year your first contribution was made to the designated Roth account. However, if you made a direct rollover to a designated Roth account in the Plan from a designated Roth account in a plan of another employer, the 5-year period begins on January 1 of the year your first contribution was made to the designated Roth account in the Plan or, if earlier, to the designated Roth account in the plan of the other employer. Payments from the designated Roth account that are not qualified distributions will be taxed to the extent allocable to earnings after the rollover, including the 10% additional tax on early distributions (unless an exception applies).

If you roll over your payment to a Roth IRA

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).
If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant’s death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under the section “If you were born on or before January 1, 1936” applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA.

If you were born on or before January 1, 1936, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant’s death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than $200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

Unless you elect otherwise, a mandatory cashout of more than $1,000 (not including payments from a designated Roth account in the Plan) will be directly rolled over to an IRA chosen by the Plan Administrator or the payor. A mandatory cashout is a payment from a plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant’s benefit does not exceed $5,000, or the amount of your plan’s cashout threshold (not including any amounts held under the plan as a result of a prior rollover made to the plan).

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces’ Tax Guide.

If you expatriate from the U.S., you may be subject to special rules, and should consult with your personal tax advisor to determine if you are required to provide Prudential with IRS Form W-8CE.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.
Money Account Notice

Unless you have chosen another money market investment vehicle, excess cash in your Prudential Investment Management Services LLC brokerage account will be placed in a TCF National Bank (“TCF Bank”) account (the “Money Account”). This Money Account is classified as a savings/money market deposit in the name of National Financial Services, LLC at TCF Bank. All transactions in the account are effected by Prudential Investment Management Services LLC in one daily manual settlement transaction.

How the Account Works
Prudential Investment Management Services LLC acts as your agent with TCF Bank. As such, one account and one book entry will be maintained at TCF Bank for all Prudential Investment Management Services LLC clients using the Money Account. TCF Bank will not receive individual names of account holders, nor provide any certificates or statements. Prudential Investment Management Services LLC will maintain all customer information, deposit levels in the Money Account, interest, tax reporting and transactions. All account information will be provided on your Prudential Investment Management Services LLC statement. No checks or deposits can go directly into or out of the Money Account. Deposits and checks issued will go into and out of your Prudential Investment Management Services LLC account only. Interest under the Money Account will accrue daily, and will begin to accrue no later than the day that Prudential Investment Management Services LLC receives credit for the deposit. TCF Bank may change the interest rate and annual percentage yield daily.

Deposit Insurance
Deposits in the Money Account at TCF Bank are protected by the Federal Deposit Insurance Corporation (FDIC). Each Depositor is insured to at least $250,000. If you already hold deposits at TCF Bank, those deposits will be counted toward the limit if held in the same category of account ownership.

On July 21, 2010, President Barack Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act into law, which, in part, permanently raises the current standard maximum deposit insurance amount (SMDIA) to $250,000. The FDIC insurance coverage limit applies per Depositor, per insured depository institution for each ownership category. Certain retirement accounts, such as IRAs, are one of the categories.

If you have any questions regarding your Money Account, please contact a Retirement Counselor by calling 1-888-244-6237. Thank you for allowing us to serve you at Prudential Retirement.
The fees associated with account balances remaining in the plan will be different from, and are likely to be less than, the fees associated with a rollover IRA. You should review your Plan's provisions to determine whether you are permitted to keep your account balance in the plan sponsored by your former employer or discuss rollover provisions in your new Employer's plan. You may contact Prudential's Participant Service Center at 1-877-PRU-2100 (1-877-778-2100) to obtain a comparison of fees between your former employer's Prudential-administered plan record kept by Prudential and an IRA. Prudential is very likely to earn more revenue if funds are rolled over to a Prudential IRA than if maintained in your account balance under your former employer's plan. If you remain in your former employer's plan, the investment choices are selected by a party that has a fiduciary obligation to act in your best interest. The Prudential IRAs are not affiliated with any employer-sponsored plan or plan sponsor, and a rollover to an IRA means you are no longer part of an employer-sponsored plan. Once assets are rolled over to an IRA, they normally cannot be rolled back to a former employer's plan.

Retirement Counselors are Registered Representatives of Prudential Investment Management Services LLC who will receive compensation if you decide to either roll over your plan account to an Individual Retirement Account (or “IRA”) through Prudential or keep your funds in your employer-sponsored retirement plan. The timing and amount of these compensation payments for an IRA rollover is more favorable than for remaining in the plan. Should you choose to roll to an IRA through Prudential, such compensation does not differ based on which IRA you choose or how your money is invested.

Securities products and services are offered by Prudential Investment Management Services LLC (PIMS), Three Gateway Center, 14th Floor, Newark, NJ 07102-4077. PIMS is a Prudential Financial company.

Prudential Retirement's group annuity contracts are issued by Prudential Retirement Insurance and Annuity Company (PRIAC), Hartford, CT, a Prudential Financial company.

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