

# 403(b) (7) MUTUAL FUND SOURCE APPLICATION

Complete this Application to establish an Account under the 403(b) (7) Mutual Fund Source Program (the "Mutual Fund Program") available under your Employer's 403(b) Plan. Please review the materials in your Mutual Fund Source Enrollment Kit before completing this Application, including the Mutual Fund Source Brochure, Your Ticket to Retirement.

Your completed application should be mailed or faxed to Hooker & Holcombe Retirement Services, Inc., 65 LaSalle Road, Suite 402, West Hartford, Ct 06107, or via Fax number: 860-521-3742 (PH: 1-800-457-1245 X 290). **Please only return the last two pages (pages 5 & 6).** If you have completed section 2 below regarding "Rollover or Transfer Exchange" please attach this page in addition to pages 5 & 6.

## 1 Salary Reduction Instructions

To direct contributions from your salary to the Mutual Fund Program, complete The Omni Group, Inc. Salary Reduction Agreement (the "Salary Reduction Agreement") and designate "Mid Atlantic/Hooker & Holcombe" as the service provider to receive your contributions. *Please Logon to [www.omni403b.com](http://www.omni403b.com) for the Omni Salary Reduction Agreement (SRA).* You must complete and return the Mutual Fund Source Application before the amount indicated on the Salary Reduction Agreement can be deducted from payroll.

## 2 Rollover or Transfer Exchange

Check here if you want to be contacted for assistance with transferring an existing 403(b) account or retirement account into your Hooker & Holcombe account.

Previous Provider/Plan Name: \_\_\_\_\_ Estimated Asset Value: \$ \_\_\_\_\_

Previous Provider/Plan Name: \_\_\_\_\_ Estimated Asset Value: \$ \_\_\_\_\_

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**If you have completed this section, please attach this page with pages 5 & 6 and be sure to provide your email on page 5.**

## 3 Selection of Funds/Default Fund

**Fund Selection:** The Funds available under the Mutual Fund Program are listed below, and described in the attached Fund Matrix. The Funds' prospectuses are available on the Internet at [www.pensionedge.com](http://www.pensionedge.com), Plan Participant Login under 403(b) Account, User ID: CASBODEMO, Password: 987654.

*NOTE: You may change your investment elections for allocating your contributions to the Funds and transfer/realign balances in your Account among the Funds on the Internet at [www.pensionedge.com](http://www.pensionedge.com), or by calling 1-800-878-2416. You are limited to one transfer/realignment per calendar month.*

**Default Fund:** The Target Date Fund closest to your 65<sup>th</sup> birthday is the "default fund" under the Mutual Fund Program. The Custodian will invest your contributions in the default fund if (1) you do not indicate below which Fund(s) should be used for investing your contributions, (2) you select a Fund that is not available under your Employer's 403(b) (7) Program, or (3) your allocation percentages do not total 100%.

**Changes to Fund Menu:** From time to time, Funds may be added to or deleted from the Mutual Fund Program. The addition of a Fund means that the Fund is available under the Mutual Fund Program to receive new contributions or an exchange for other Funds, if you select the Fund. The deletion of a Fund means that the Fund will no longer be available under the Mutual Fund Program to receive new contributions or an exchange from another Fund. When new funds become available to the fund menu, notice will be provided announcing the funds availability. If a Fund is expected to be deleted, you will receive advance notice including a request that you review your allocation instructions for new contributions and make any requested changes prior to that fund being replaced and/or deleted. If you do not provide instructions prior to the date indicated on the notice for new contributions or where to allocate the remaining balance that you previously held in a deleted Fund, future contributions will be directed and any remaining balance will be mapped into the replacement fund(s) indicated on the notice.

*By executing this Application, you direct the Custodian to invest your Account in the default fund if you have not provided the Custodian with complete instructions as explained above.*

The custodian for the Mutual Fund Program is the Counsel Trust Company dba Mid Atlantic Trust Company (the "Custodian"), pursuant to a Master 403(b)(7) Custodial Account Agreement (the "Custodial Agreement") between your Employer and the Custodian. Hooker and Holcombe Retirement Services, Inc., unless otherwise designated, is Recordkeeper to the Mutual Fund Program. Your Account is governed by the terms and conditions of the Custodial Agreement. A copy of the Custodial Agreement is included in your Mutual Fund Source Enrollment Kit. By signing this Application, you agree to the terms and conditions in the Custodial Agreement, and release Custodian from any liability except liability arising from Custodian's breach of its duties under the Custodial Agreement. Please be aware of the following terms of the Custodial Agreement, which apply to your Account:

- **Duties.** The Custodian is responsible for holding and investing contributions to your Account in accordance with your directions and for maintaining records necessary for the proper administration of your Account. The Custodian is not responsible for collecting contributions to your Account, selecting the Funds available for your Account, or for any action with respect to your Account taken at your direction, or your Employer's direction.
- **Indemnification.** You agree to indemnify and save harmless Custodian from any and all liability arising from any action taken or omitted at your direction or your Employer's direction.
- **Arbitration.** The resolution of all controversies or disputes with Recordkeeper, Custodian, your Employer, and/or any of its officers, directors, or employees, arising from (1) any Account that you maintain with the Custodian; (2) any transaction involving your Account, whether or not such transaction occurred in such Account or Accounts; or (3) the construction, performance or breach of the Custodial Agreement, whether such controversy arose prior, on or subsequent to the date hereof, that are not otherwise resolved by agreement of the parties shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association (the "AAA"). Any disputes as to the arbitrability of a matter or the manner of such arbitration shall be determined in such arbitration. The claimant who initiates the arbitration shall request that the arbitration be held in a specific location. Each party to the arbitration will receive notice from the AAA of the location requested by the claimant, and then will have fifteen (15) days from the date of the notice to object to the AAA about the requested arbitration location. If a party does not timely object, such arbitration will be held at the location requested by the claimant. If objection to the requested location is timely made, each party to the arbitration must submit a written statement to the AAA regarding the reasons for preferring the requested location or a different location (e.g., location of the parties, attorneys and records, the consideration of relative difficulty in traveling and cost to the parties, etc.). The AAA will make the final determination of the arbitration location. All determinations by the AAA are final, and may not be appealed.

The following additional terms apply to your Account:

- **Fund Fees.** Each Fund receives services from investment advisers and other service providers necessary to the operation of the Funds and pays fees for these services. The total expenses of the Funds can include management fees, 12b-1 fees, shareholder servicing fees, and administrative fees, and other expenses and costs related to the operation of the Funds. The total operating expense of each Fund is set forth on the attached Fund Matrix and explained in more detail in each Fund's prospectus.
- **Account Charges.** Your Account receives recordkeeping, custodial and other services and pays directly or indirectly for these services as follows. Some of the Funds may pay 12b-1 fees, shareholder servicing fees and similar fees to the Custodian, and these payments from the Funds are used to compensate the Custodian, Recordkeeper and other service providers for services to your Account. Other Funds do not make such payments to the Custodian, and in that event, an administrative charge is added to the Fund's operating expenses and this amount is subtracted from your account monthly. Currently, your Account is charged only those fees described by the attached Fund Matrix. The Recordkeeper will provide you with an updated Fund Matrix in advance of any change to the administrative charges that may apply to your Account, or as soon as practicable after any other material change.
- **Correction of Errors.** You must notify the Recordkeeper as soon as possible if you identify an error in your Account. Subject to applicable law, the Custodian and Record keeper are not required to correct an error in your Account unless you notify the Recordkeeper of the error within 12 months from the date that the Recordkeeper delivers a written confirmation or statement putting you on notice of the error.
- **Fund Selection.** Your Employer has engaged Hooker & Holcombe Investment Advisors, Inc. (the "Adviser") to select and monitor the menu of Funds available under the Mutual Fund Program. In selecting and monitoring the menu of Funds, the Adviser provides services solely to your Employer. The Adviser may provide informational materials that are intended to be solely educational in nature, and are not intended as investment advice to you. You are solely responsible for selecting how to invest your Account among the Funds available under the Mutual Fund Program. Neither the Employer, Recordkeeper, Custodian, or Adviser, and/or any officers, directors, employees or agents of the Employer, Recordkeeper, Custodian or Adviser are responsible for providing advice or recommendations to you with respect to your selections among the Funds. Please consult your own financial adviser.
- **Electronic Delivery of Documents.** Materials may be delivered to you under this Mutual Fund Program electronically, including by posting documents on an Internet website. You can request paper copies of materials by contacting *the Service Center at 1-800-457-1245, ext. 290.*

## FUND MATRIX

You may select from the following Funds for the investment of your new contributions and existing balances under the Mutual Fund Program. The expenses on the Fund Matrix are current as of *August 11, 2009* and were extracted via information provided from Mid Atlantic Trust Company.

Fund Name	Ticker	Fund Type	Total Fund Operating Expense	Fund Fees Received by Custodian <sup>2</sup>
American Funds Washington Mutual	RWMCX	Large Cap Value	0.97%	.50%
Eaton Vance Large-Cap Value	EHSTX	Large Cap Value	1.00%	.25%
American Beacon Large Cap Value Service	AVASX	Large Cap Value	1.09%	.50%
American Funds Fundamental Investors	RFNCX	Large Cap Blend	0.98%	.50%
Davis NY Venture	NYVRX	Large Cap Blend	1.17%	.50%
Vanguard 500 Index	VFINX	Large Cap Blend	0.78% <sup>a</sup>	.60%
American Funds Growth Fund of America	RGACX	Large Cap Growth	0.94%	.50%
Fidelity Advisor New In Sights	FNITX	Large Cap Growth	1.34%	.50%
T. Rowe Price Growth Stock	TRSAX	Large Cap Growth	0.94%	.35%
Columbia Mid-Cap Value Fund	CMUAX	Mid Cap Value	1.17%	.50%
Perkins Mid Cap Value Fund	JMVIX	Mid Cap Value	1.34%	.25%
Fidelity Advisor Mid Cap II	FITIX	Mid Cap Growth	1.43%	.50%
Janus Enterprise Fund	JGRTX	Mid Cap Growth	1.25%	.25%
Vanguard Mid Cap Index	VIMSX	Mid Cap Blend	0.87% <sup>a</sup>	.60%
Columbia Small Cap Value I	CSMIX	Small Cap Value	1.30%	.50%
Northern Small Cap Value	NOSGX	Small Cap Value	1.00%	.25%
Gabelli Small Cap Growth	GABSX	Small Cap Blend	1.45%	.25%
Columbia Small Cap Growth I	CGOAX	Small Cap Growth	1.38%	.50%
Royce Value Plus Service	RYVPX	Small Cap Growth	1.48%	.35%
J.P. Morgan U.S. Real Estate	SUSIX	Spec- Real Estate	1.19%	.25%
Virtus Real Estate Securities	PHRAX	Spec- Real Estate	1.45%	.60%
American Funds EuroPacific Growth	RERCX	Developed Equities	1.11%	.50%
Dodge & Cox International	DODFX	Developed Equities	1.34% <sup>a</sup>	.70%
Scout International	UMBWX	Developed Equities	0.96%	.25%
American Funds Capital World Growth & Income	RWICX	Global Equities	1.09%	.50%
T. Rowe Price Global Stock	PAGSX	Global Equities	1.15%	.25%
Lazard Emerging Market Open	LZOEX	Emerging Equities	1.54%	.35%
Oppenheimer Developing Markets	ODVNX	Emerging Equities	1.68%	.75%
PIMCO Total Return	PTTAX	Domestic Fixed Inc	0.90%	.40%
Vanguard Total Bond Market Index	VBMFX	Domestic Fixed Inc	0.82% <sup>a</sup>	.60%
Dodge & Cox Income	DODIX	Domestic Fixed Inc	1.11% <sup>a</sup>	.68%
American Funds Capital World Bond	RCWCX	Global Fixed	1.24%	.50%
Oppenheimer International Bond	OIBNX	Global Fixed	1.34%	.75%
TIAA-CREF Money Market	TIEXX	Money Market	0.39%	.25%
T. Rowe Price Retirement 2010R	RRTAX	Target Date Funds	1.11%	.60%
T. Rowe Price Retirement 2020R	RRTBX	Target Date Funds	1.18%	.60%
T. Rowe Price Retirement 2030R	RRTCX	Target Date Funds	1.22%	.60%
T. Rowe Price Retirement 2040R	RRTDX	Target Date Funds	1.23%	.60%
Russell LifePoint Conservative Strategy	RCLDX	Lifestyle Funds	1.41%	.45%
Russell LifePoint Moderate Strategy	RMLDX	Lifestyle Funds	1.47%	.45%
Russell LifePoint Balanced Strategy	RBLDX	Lifestyle Funds	1.53%	.45%
Russell LifePoint Equity Strategy	RALDX	Lifestyle Funds	1.60%	.45%
Russell LifePoint Equity Growth Strategy	RELDX	Lifestyle Funds	1.66%	.45%

\* The "Total Fund Operating Expense" reflects the total amount paid from the Fund's assets for investment management and other expenses relating to the operation of the Fund, and for the Funds indicated, also includes an administrative charge, as described under Section 7 (Account Charges) of the Application, in the amount set forth in (a) below. Please refer to the Fund's prospectus or contact the Fund company for additional information about the expenses charged to each Fund. More information about each Fund is also available in the Mutual Fund Source Brochure, Your Ticket to Retirement.

(a) An additional annual administration charge of 0.60% has been added into the Total Fund Operating Expense; a pro rata portion is deducted monthly from your Account.

<sup>2</sup> Fund Fees Received by the Custodian are included in (not in addition to) the Total Fund Operating Expense.

**6 Participant Information**

**Participant Name:** \_\_\_\_\_ **School District/City Name** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**SSN#:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **@** \_\_\_\_\_

Please indicate below the percentage of your contributions to the Mutual Fund Program that you would like invested in each Fund (you may select one or more Funds, as long as the percentages allocated among the Funds total 100%) Investments percentage must be whole percentages for each investment.

Fund Style	Funds / Prospectus Class	Ticker	Percentage
<b>Large Cap</b>	American Funds Washington Mutual / R3	RWMCX	
	Eaton Vance Large-Cap Value / A	EHSTX	
	American Beacon Large Cap Value Service / A	AVASX	
	American Funds Fundamental Investors / R3	RFNCX	
	Davis NY Venture / R	NYVRX	
	Vanguard 500 Index / N/A	VFINX	
	American Funds Growth Fund of America / R3	RGACX	
	Fidelity Advisor New In Sights / T	FNITX	
	T. Rowe Price Growth Stock / ADV	TRSAX	
<b>Mid Cap</b>	Columbia Mid-Cap Value Fund / A	CMUAX	
	Perkins Mid Cap Value Fund Class S	JMVIX	
	Fidelity Advisor Mid Cap II / T	FITIX	
	Janus Enterprise Fund Class S	JGRTX	
	Vanguard Mid Cap Index / N/A	VMSX	
<b>Small Cap</b>	Columbia Small Cap Value I / A	CSMIX	
	Northern Small Cap Value / N/A	NOSGX	
	Gabelli Small Cap Growth / AAA	GABSX	
	Columbia Small Cap Growth I / A	CGOAX	
	Royce Value Plus / SVC	RYVPX	
<b>Real Estate</b>	J. P. Morgan U.S. Real Estate / A	SUSIX	
	Virtus Real Estate Securities Fund / A	PHRAX	
<b>International</b>	American Funds EuroPacific Growth / R3	RERCX	
	Dodge & Cox International / N/A	DODFX	
	Scout International / N/A	UMBWX	
	American Funds Capital World Growth & Income / R3	RWICX	
	T. Rowe Price Global Stock / ADV	PAGSX	
<b>Emerging Markets</b>	Lazard Emerging Market Open / N/A	LZOEX	
	Oppenheimer Developing Markets / N	ODVNX	
<b>Fixed Income</b>	PIMCO Total Return / A	PTTAX	
	Vanguard Total Bond Market Index / N/A	VBMTX	
	Dodge & Cox Income / N/A	DODIX	
	American Funds Capital World Bond / R3	RCWCX	
	Oppenheimer International Bond / N	OIBNX	
	TIAA-CREF Money Market R	TIEXX	
<b>Retirement Date</b>	T. Rowe Price Retirement 2010R / R3	RRTAX	
	T. Rowe Price Retirement 2020R / R3	RRTBX	
	T. Rowe Price Retirement 2030R / R3	RRTCX	
	T. Rowe Price Retirement 2040R / R3	RRTDX	
<b>Lifestyle</b>	Russell LifePoint Conservative Strategy / R3	RCLDX	
	Russell LifePoint Moderate Strategy / R3	RMLDX	
	Russell LifePoint Balanced Strategy / R3	RBLDX	
	Russell LifePoint Equity Strategy / R3	RALDX	
	Russell LifePoint Equity Growth Strategy / R3	RELDX	
			<b>Must Total 100%</b>

**7 | Authorization and Signature**

By executing the Application I acknowledge and certify the following:

- I have received and read the information that my Employer has provided about the Mutual Fund Program in the Mutual Fund Source Enrollment Kit and the Mutual Fund Source Brochure, Your Ticket to Retirement.
- It is my responsibility to read the prospectus(es) of any Fund(s) in which I am investing, and I have read and understand the prospectus of any Fund(s) in which I invest.
- I have reviewed and agree to the terms and conditions that apply to my Account as explained in this Application.
- My Social Security number shown on this application is correct.

**PARTICIPANT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**8 | Beneficiary Designation**

**Default Designation:** Unless otherwise indicated, your beneficiary will be your spouse. In the event you have no spouse, your beneficiary(ies) will be your child(ren), equally. If any child does not survive you, the deceased child's share will go to his/her child(ren), equally. If no children or grandchildren survive you, your beneficiary will be your estate.

**Alternate Designation:** Provide your beneficiary information below only if you do not want the default designation. Check the box below if you would like to make an alternate designation.

I hereby designate the person(s) named below as primary and/or contingent beneficiary(ies) to receive payment of the value of my Account(s) upon my death.

**NOTE:** Primary percentage column totals must equal 100%, and Contingent percentage totals must equal 100% (if applicable). Any failure to input clear, legible, and concise instructions will default to “**Default Designation**” referenced above. Primary beneficiary(ies) must be clearly indicated *before* Contingent beneficiary(ies) are requested. Primary beneficiary(ies) **can not** be the same as Contingent beneficiary(ies). Please use “**Whole Percentages**” only.

Beneficiary Name & Relationship	SSN #	DOB	Address/City/State/Zip	Primary %	Contingent %
<b>Each Primary and Contingent Percentage Column Must Equal 100%</b>				<b>= 100%</b>	<b>= 100%</b>

Please retain a copy of this paperwork for your records. In all events, your beneficiary designation is subject to the terms of your Employer's 403(b) Plan. If you designate a trust as a primary and/or contingent beneficiary, please include the date the trust was created and the trustee's name.