



Enrollment Instructions

Thank you for choosing Hooker & Holcombe, Inc. “Your Mutual Fund Source” Please follow the directions below to ensure that your forms are filled out accurately so that we may process your information.

- 1) **Page Two**
 - a. **Complete** Section 1 Participant Information
 - b. For **Rollovers** or **Transfers** check box in Section 3
- 2) **Page Three**
 - a. **Select** funds and print percentage of your 403 (b) contribution to be allocated to that fund. **If you do not select a fund allocation,** contribution will go to the default fund (**Underlined** on page 4).
- 3) **Page Four**
 - a. **In Section 5** your default beneficiary will be your spouse.
 - b. **If you want an alternate designation** (beneficiary OTHER than spouse) check box in section 5 under “Alternate Designation”.
 - c. **Complete** Primary Beneficiary in Section 5
- 4) **Page Five**
 - a. **Check box on top of Page 4** if you have designated additional primary or contingent beneficiaries using the additional Addendum on page 8.
- 5) **Page Six**
 - a. **Read** and **complete** section 8, Authorization & Signature
- 6) Return forms by **Fax** or **Mail**
 - a. **Include all pages that you have completed, normally 2, 3, 4, 5, 6, if needed, 8**
 - b. **Fax** to Hooker & Holcombe, Inc. at (860) 521-3742

Or

If you choose to mail in your form, you must affix \$0.59 postage to enclosed envelope before mailing otherwise Post Office will not process it.

403(b) (7) MUTUAL FUND SOURCE APPLICATION

NAME OF SCHOOL DISTRICT _____

ADDRESS _____

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, and Fax number is 860-521-3742.

1 Participant Information

Participant Name: _____

Address: _____ City: _____ State/Zip: _____

SSN#: _____ DOB: _____ Date of Hire: _____

2 Salary Reduction Instructions

To direct contributions from your salary to the Mutual Fund Program, complete The Omni Financial Group, Inc. Salary Reduction Agreement (the "Salary Reduction Agreement") and designate "Mutual Fund Source/Mid Atlantic" as the service provider to receive your contributions. *Please Logon to www.omni403b.com for the Omni Salary Reduction Agreement.*

3 Rollover or Transfer Instructions

To make a direct rollover or transfer contribution to your Account, please complete the appropriate form for a direct rollover or transfer of Funds. Copies of these forms are included in the Enrollment Kit and are also available on our website: www.pensionedge.com. *You may also call the Service Center for a Contract Exchange Form at 1-800-457-1245, ext. 290, leave a message.*

If you have not previously submitted an Application, attach the rollover or transfer form to this Application and check the box below.

Check here if a rollover or transfer form is included with this Application.

4 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, Plan Participant Login under 403(b) Account, User ID: CASBODEMO, Password: 987654.

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%).

Fund Style	Funds / Prospectus Class	Ticker	Percentage
Large Cap	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 InSights / T	FNITX	
	T. Rowe Price Growth Stock / ADV	TRSAX	
Mid Cap	Columbia Mid-Cap Value Fund / A	CMUAX	
	Janus Adviser Mid-Cap Value / S	JMVIX	
	Fidelity Advisor Mid Cap II / T	FITIX	
	Janus Adviser Mid-Cap Growth / S	JGRTX	
	Vanguard Mid Cap Index / N/A	VIMSX	
Small Cap	Columbia Small Cap Value I / A	CSMIX	
	Northern Small Cap Value / N/A	NOSGX	
	Gabelli Small Cap Val / AAA	GABSX	
	Columbia Small Cap Growth I / A	CGOAX	
	Royce Value Plus / SVC	RYVPX	
Real Estate	J. P. Morgan U.S. Real Estate / A	SUSIX	
	Virtus Real Estate Securities Fund / A	PHRAX	
International	American Funds EuroPacific Growth / R3	RERCX	
	Dodge & Cox International / N/A	DODFX	
	UMB Scout International / N/A	UMBWX	
	American Funds Capital World Growth & Income / R3	RWICX	
	T. Rowe Price Global Stock / ADV	PAGSX	
Emerging Markets	Lazard Emerging Market Open / N/A	LZOEX	
	Oppenheimer Developing Markets / N	ODVNX	
Fixed Income	PIMCO Total Return / A	PTTAX	
	Vanguard Total Bond Market Index / N/A	VBMFX	
	Dodge & Cox Income / N/A	DODIX	
	American Funds Capital World Bond / R3	RCWCX	
	Oppenheimer International Bond / N	OIBNX	
	Russell Money Market Fund / S	RMMXX	
Retirement Date	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	
Lifestyle	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	
			Must Total 100%

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, 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 65th 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 above 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 for another Fund; but any portion of your Account that is invested in a deleted Fund will remain so invested until you provide new instructions. 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. If you do not provide instructions for new contributions that you previously directed to a deleted Fund, those contributions will be invested in the default fund until you provide new instructions.

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

5 | 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.

Primary Beneficiary: I hereby designate the person(s) named below as primary beneficiary(ies) to receive payment of the value of my Account(s) upon my death.

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

Contingent Beneficiary: If there is no primary beneficiary living at the time of my death, I hereby specify that the value of my Account is to be distributed to my contingent beneficiary(ies) listed below (Your primary beneficiary cannot be your contingent beneficiary).

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

NOTE: If you would like to designate additional primary or contingent beneficiaries, please complete the Addendum attached to this Application and check the box below.

Check here if you have designated additional primary or contingent beneficiaries using the attached Addendum.

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.

After enrolling in the Mutual Fund Program, you may change your primary and/or contingent beneficiary election by accessing our Internet website. For more information about how to make changes, or to change your beneficiary election, please visit www.pensionedge.com.

6 Custodial Agreement – Terms and Conditions

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 hold 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.

7 Other Account Terms and Conditions

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 applies to the portion of your Account invested in the Fund, as described by the attached Fund Matrix. 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 Record keeper is 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.*

8 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 brochure *-Your Ticket to Retirement- A Guide to Investing in Your Employer's Plan.*
- 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: _____

FUND MATRIX

You may select from the following Funds for the investment of your new contributions and existing balances under the Mutual Fund Program.

Fund Name	Ticker	Fund Type	Total Fund Operating Expense	Fund Fees Received by Custodian
American Funds Washington Mutual	RWMCX	Large Cap Value	.96%	.50%
Eaton Vance Large-Cap Value	EHSTX	Large Cap Value	.98%	.25%
American Beacon Large Cap Value Service	AVASX	Large Cap Value	1.08%	.50%
American Funds Fundamental Investors	RFNCX	Large Cap Blend	.96%	.50%
Davis NY Venture	NYVRX	Large Cap Blend	1.17%	.50%
Vanguard 500 Index	VFINX	Large Cap Blend	.75% *	.60%
American Funds Growth Fund of America	RGACX	Large Cap Growth	.93%	.50%
Fidelity Advisor New InSights	FNITX	Large Cap Growth	1.31%	.50%
T. Rowe Price Growth Stock	TRSAX	Large Cap Growth	.90%	.35%
Columbia Mid-Cap Value Fund	CMUAX	Mid Cap Value	1.12%	.50%
Janus Adviser Mid Cap Value	JMVIX	Mid Cap Value	1.16%	.50%
Fidelity Advisor Mid Cap II	FITIX	Mid Cap Growth	1.33%	.50%
Janus Adviser Mid Cap Growth	JGRTX	Mid Cap Growth	1.16%	.50%
Vanguard Mid Cap Index	VIMSX	Mid Cap Blend	.81% *	.60%
Columbia Small Cap Value I	CSMIX	Small Cap Value	1.29%	.50%
Northern Small Cap Value	NOSGX	Small Cap Value	1.00%	.25%
Gabelli Small Cap Val	GABSX	Small Cap Blend	1.43%	.25%
Columbia Small Cap Growth I	CGOAX	Small Cap Growth	1.45%	.50%
Royce Value Plus Service	RYVPX	Small Cap Growth	1.40%	.35%
J.P. Morgan U.S. Real Estate	SUSIX	Spec- Real Estate	1.18%	.25%
Virtus Real Estate Securities	PHRAX	Spec- Real Estate	1.32%	.60%
American Funds EuroPacific Growth	RERCX	Developed Equities	1.07%	.50%
Dodge & Cox International	DODFX	Developed Equities	1.25% *	.70%
UMB Scout International	UMBWX	Developed Equities	0.97%	.25%
American Funds Capital World Growth & Income	RWICX	Global Equities	1.09%	.50%
T. Rowe Price Global Stock	PAGSX	Global Equities	1.27%	.33%
Lazard Emerging Market Open	LZOEX	Emerging Equities	1.48%	.35%
Oppenheimer Developing Markets	ODVNX	Emerging Equities	1.75%	.75%
PIMCO Total Return	PTTAX	Domestic Fixed Inc	0.90%	.40%
Vanguard Total Bond Market Index	VBMFX	Domestic Fixed Inc	0.79% *	.60%
Dodge & Cox Income	DODIX	Domestic Fixed Inc	1.04% *	.68%
American Funds Capital World Bond	RCWCX	Global Fixed	1.26%	.50%
Oppenheimer International Bond	OIBNX	Global Fixed	1.62%	.75%
Russell Money Market Fund	RMMXX	Money Market	0.80%	.60%
T. Rowe Price Retirement 2010R	RRTAX	Target Date Funds	1.13%	.60%
T. Rowe Price Retirement 2020R	RRTBX	Target Date Funds	1.19%	.60%
T. Rowe Price Retirement 2030R	RRTCX	Target Date Funds	1.23%	.60%
T. Rowe Price Retirement 2040R	RRTDX	Target Date Funds	1.24%	.60%
Russell LifePoint Conservative Strategy	RCLDX	Lifestyle Funds	1.34%	.45%
Russell LifePoint Moderate Strategy	RMLDX	Lifestyle Funds	1.45%	.45%
Russell LifePoint Balanced Strategy	RBLDX	Lifestyle Funds	1.52%	.45%
Russell LifePoint Equity Strategy	RALDX	Lifestyle Funds	1.59%	.45%
Russell LifePoint Equity Growth Strategy	RELDX	Lifestyle Funds	1.66%	.45%

* Additional administration charge of 0.60% has been added to the Total Fund Operating Expense

**ADDENDUM
APPLICATION FOR 403(b)(7) MUTUAL FUND ACCOUNT
BENEFICIARY DESIGNATION**

Primary Beneficiary: In addition to the primary beneficiary designated in Section 5 of the Application, I hereby designate the person(s) named below as primary beneficiary(ies) to receive payment of the value of my Account(s) upon my death.

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

Contingent Beneficiary: In addition to the contingent beneficiary designated in Section 5 of the Application, if there is no primary beneficiary living at the time of my death, I hereby specify that the value of my Account is to be distributed to my contingent beneficiary(ies) listed below.

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____

Name: _____ **DOB:** _____

Address: _____ **City:** _____ **State/Zip:** _____

SSN#: _____ **Relationship:** _____ **% of Distribution:** _____