



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.

Your completed application should be mailed to Hooker & Holcombe, 1300 Hall Boulevard Suite 1C, Bloomfield, CT 06002, or via fax: 860-521-3742. Please only return pages 4 & 5. If you have completed section 2 below regarding "Rollover or Transfer Exchange" please attach this page in addition to pages 4 & 5.

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 Trust Company/Hooker & Holcombe" as the service provider to receive your contributions. Please visit 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: \$ _____

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If you have completed this section, please attach this page with pages 4 & 5 and be sure to provide your email on page 4.

3 Selection of Funds/Default Fund

Fund Selection: The Investment prospectuses for the funds available under the Mutual Fund Program are available on the plan's website. Please call 1 866 495-3548 if you would like to receive the fund Prospectuses prior to joining the plan.

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.

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 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.

4 | Custodial – Terms and Conditions

The custodian for the Mutual Fund Program is the 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, 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 with this form. 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.

5 | 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 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 PensionEdge® Service Center at 1-866-495-3548.

6 Participant Information

Participant Name: _____ School District/City Name: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____ @ _____

SSN#: _____ DOB: _____

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.

<i>Fund Name</i>	<i>Fund Name</i>	<i>Ticker</i>	<i>Percentage</i>
Equity Large Blend	American Funds Fundamental Invs R3	RFNCX	_____
	Davis NY Venture R	NYVRX	_____
	Vanguard 500 Index Adm	VFIAX	_____
Equity Large Growth	American Funds Growth Fund of Amer R3	RGACX	_____
	Fidelity Contrafund	FCNTX	_____
	T. Rowe Price Growth Stock Adv	TRSAX	_____
Equity Large Value	American Funds Washington Mutual R3	RWMCX	_____
	MFS Value R2	MVRRX	_____
Equity Mid-Cap Blend	Vanguard Mid Cap Index Adm	VIMAX	_____
Equity Mid-Cap Growth	Fidelity Advisor® Mid Cap II T	FITIX	_____
	Janus Enterprise S	JGRTX	_____
Equity Mid-Cap Value	MFS Mid Cap Value R3	MVCHX	_____
Equity Small Blend	Vanguard Small Cap Index Adm	VSMAX	_____
Equity Small Growth	Goldman Sachs Small Cap Growth Insights A	GSAOX	_____
Equity Small Value	Northern Small Cap Value	NOSGX	_____
Real Estate	Virtus Real Estate Securities ALW	PHRAX	_____
Foreign Equity Large Blend	Vanguard Developed International Index Adm	VTMGX	_____
	Dodge & Cox International Stock	DODFX	_____
Foreign Equity Large Growth	American Funds Europacific Growth R3	RERCX	_____
Diversified Emerging Mkts Equity	Oppenheimer Developing Markets R	ODVNX	_____
	T. Rowe Price Emerging Markets Stock	PRMSX	_____
World Stock	American Funds Capital World Gr&Inc R3	RWICX	_____
	T. Rowe Price Global Stock Adv	PAGSX	_____
Intermediate-Term Bond	PIMCO Investment Grade Corp Bond A	PBDAX	_____
	Vanguard Total Bond Market Index Adm	VBTLX	_____
	Dodge & Cox Income	DODIX	_____
World Bond	American Funds Capital World Bond R3	RCWCX	_____
	Vanguard Total International Bond Index Fund Admiral Shares	VTABX	_____
Allocation Funds	JHancock Lifestyle Conservative A	JALRX	_____
	JHancock Lifestyle Moderate A	JALMX	_____
	American Funds American Balanced R3	RLBCX	_____
	JHancock Lifestyle Balanced A	JALBX	_____
	JHancock Lifestyle Growth A	JALGX	_____
	JHancock Lifestyle Aggressive A	JALAX	_____
Target Date Funds	T. Rowe Price Retirement 2010 R	RRTAX	_____
	T. Rowe Price Retirement 2020 R	RRTBX	_____
	T. Rowe Price Retirement 2030 R	RRTCX	_____
	T. Rowe Price Retirement 2040 R	RRTDX	_____
	T. Rowe Price Retirement 2050 R	RRTFX	_____
	T. Rowe Price Retirement 2060 R	TRRZX	_____
Money Market	TIAA-CREF Money Market R	TIEXX	_____
Total			_____

7 Authorization and Signature

By executing the Application I acknowledge and certify the following:

I have received, read and understand the information in this application.

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) **cannot** be the same as Contingent beneficiary(ies). Please use “**Whole Percentages**” only.

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

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.

FUND MATRIX

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

<i>Fund Name</i>	<i>Ticker</i>	<i>Fund Type</i>	<i>Total Fund Operating Expense*</i>
Equity Large Blend			
American Funds Fundamental Invs R3	RFNCX	Equity Large Blend	0.96%
Davis NY Venture R	NYVRX	Equity Large Blend	1.18%
Vanguard 500 Index Adm	VFIAX	Equity Large Blend	0.65% ^(a)
Equity Large Growth			
American Funds Growth Fund of Amer R3	RGACX	Equity Large Growth	0.98%
Fidelity Contrafund	FCNTX	Equity Large Growth	0.68%
T. Rowe Price Growth Stock Adv	TRSAX	Equity Large Growth	0.92%
Equity Large Value			
American Funds Washington Mutual R3	RWMCX	Equity Large Value	0.95%
MFS Value R2	MVRRX	Equity Large Value	1.11%
Equity Mid-Cap Blend			
Vanguard Mid Cap Index Adm	VIMAX	Equity Mid-Cap Blend	0.68% ^(a)
Equity Mid-Cap Growth			
Fidelity Advisor® Mid Cap II T	FITIX	Equity Mid-Cap Growth	1.30%
Janus Enterprise S	JGRTX	Equity Mid-Cap Growth	1.18%
Equity Mid-Cap Value			
MFS Mid Cap Value R3	MVCHX	Equity Mid-Cap Value	1.16%
Equity Small Blend			
Vanguard Small Cap Index Adm	VSMAX	Equity Small Blend	0.68% ^(a)
Equity Small Growth			
Goldman Sachs Small Cap Growth Insights A	GSAOX	Equity Small Growth	1.21%
Equity Small Value			
Northern Small Cap Value	NOSGX	Equity Small Value	1.01%
Real Estate			
Virtus Real Estate Securities A LW	PHRAX	Real Estate	1.38%
Foreign Equity Large Blend			
Vanguard Developed International Index Adm	VTMGX	Foreign Equity Large Blend	0.69% ^(a)
Dodge & Cox International Stock	DODFX	Foreign Equity Large Blend	1.24% ^(a)
Foreign Equity Large Growth			
American Funds Europacific Growth R3	RERCX	Foreign Equity Large Growth	1.14%
Diversified Emerging Mkts Equity			
Oppenheimer Developing Markets R	ODVNX	Diversified Emerging Mkts Equity	1.57%
Vanguard Emerging Mkts Stock Idx Adm ²	VEMAX	Diversified Emerging Mkts Equity	0.74%
T. Rowe Price Emerging Markets Stock ²	PRMSX	Diversified Emerging Mkts Equity	1.26%
World Stock			
American Funds Capital World Gr&Inc R3	RWICX	World Stock	1.10%
T. Rowe Price Global Stock Adv	PAGSX	World Stock	1.15%
Intermediate-Term Bond			
PIMCO Investment Grade Corp Bond A	PBDAX	Intermediate-Term Bond	0.90%
Vanguard Total Bond Market Index Adm	VBTLX	Intermediate-Term Bond	0.66% ^(a)
Dodge & Cox Income	DODIX	Intermediate-Term Bond	1.03% ^(a)
Ultrashort Bond			
PIMCO Short-Term Admin ²	PSFAX	Ultrashort Bond	0.70%
World Bond			
American Funds Capital World Bond R3	RCWCX	World Bond	1.21%
Vanguard Total International Bond Index Fund Admiral Shares	VTABX	World Bond	0.72% ^(a)

Allocation Funds			
JHancock Lifestyle Conservative A	JALRX	Allocation--15% to 30% Equity	1.26%
JHancock Lifestyle Moderate A	JALMX	Allocation--30% to 50% Equity	1.28%
American Funds American Balanced R3	RLBCX	Allocation--50% to 70% Equity	0.93%
JHancock Lifestyle Balanced A	JALBX	Allocation--50% to 70% Equity	1.33%
JHancock Lifestyle Growth A	JALGX	Allocation--70% to 85% Equity	1.36%
JHancock Lifestyle Aggressive A	JALAX	Allocation--70% to 85% Equity	1.40%
Target Date Funds			
T. Rowe Price Retirement 2010 R	RRTAX	Target Date 2000-2010	1.09%
T. Rowe Price Retirement 2020 R	RRTBX	Target Date 2016-2020	1.16%
T. Rowe Price Retirement 2030 R	RRTCX	Target Date 2026-2030	1.22%
T. Rowe Price Retirement 2040 R	RRTDX	Target Date 2036-2040	1.26%
T. Rowe Price Retirement 2050 R	RRTFX	Target Date 2046-2050	1.26%
T. Rowe Price Retirement 2060 R	TRRZX	Target Date 2056-2060	1.26%
Money Market			
TIAA-CREF Money Market R	TIEXX	Money Market - Taxable	0.39%

1. 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.
2. Please contact the H&H Service Center at 866.495.3548 for fund availability.

(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.

Please note that additional funds may be available to you when you login to your account. These funds are generally closed to new investors but are still open to participants in school districts with previously established positions.