

COVERDELL EDUCATION SAVINGS ACCOUNT

Form 5305-EA (Revised March 2002) under Section 530 of the Internal Revenue Code

The Depositor whose name appears on the Application is establishing a Coverdell Education Savings Account under Section 530 for the benefit of the Designated Beneficiary whose name appears on the Application exclusively to pay for the qualified elementary, secondary, and higher education expenses, within the meaning of Section 530(b)(2), of such Designated Beneficiary.

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

ARTICLE I

The Custodian may accept additional cash contributions provided the Designated Beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the Designated Beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in section 530(c)(2).

ARTICLE II

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 a common investment fund (within the meaning of Section 530(b)(1)(D)).

ARTICLE III

1. Any balance to the credit of the Designated Beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the Designated Beneficiary shall be distributed within 30 days of his or her death unless the designated death beneficiary is a Family Member of the Designated Beneficiary and is under the age of 30 on the date of death. In such case, that Family Member shall become the Designated Beneficiary as of the date of death.

ARTICLE IV

The Depositor shall have the power to direct the Custodian regarding the investment of the amount listed on the Application assigned to the custodial account (including earnings thereon) in the investment choices offered by the Custodian. The Responsible Individual, however, shall have the power to redirect the Custodian regarding the investment of such amounts, as well as the power to direct the Custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the Responsible Individual does not direct the Custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the Depositor also will govern all additional contributions made to the custodial account until such time as the Responsible Individual otherwise directs the Custodian. Unless otherwise provided in this agreement, the Responsible Individual also shall have the power to direct the Custodian regarding the administration, management, and distribution of the account.

ARTICLE V

The Responsible Individual named by the Depositor shall be a parent or guardian of the Designated Beneficiary. The custodial account shall have only one Responsible Individual at any time. If the Responsible Individual becomes incapacitated or dies while the Designated Beneficiary is a minor under state law, the successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a witnessed writing or, if no successor is so named, the successor Responsible Individual shall be the Designated Beneficiary's other parent or successor guardian. Unless otherwise directed by checking the option on the Application, at the time that the Designated Beneficiary attains the age of majority under state law, the Designated Beneficiary becomes the Responsible Individual. If a Family Member under the age of majority under state law becomes the Designated Beneficiary by reason of being a named death beneficiary, the Responsible Individual shall be such Designated Beneficiary's parent or guardian.

ARTICLE VI

(See the Application and Section 10.04 of this agreement for information regarding the Responsible Individual's ability to change the Designated Beneficiary named by the Depositor.)

ARTICLE VII

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Section 530(h).
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Responsible Individual the reports prescribed by the IRS.

ARTICLE VIII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with Section 530 and the related regulations will be invalid.

ARTICLE IX

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 Depositor and the Custodian whose signatures appear on the Application.

ARTICLE X

1. Definitions

- (a) "Adoption Agreement" shall mean the Agreement or Application signed by the Depositor adopting the Plan and establishing an Account on behalf of the Designated Beneficiary.
- (b) "Account" shall mean this Coverdell Education Savings Account or Education Savings Account established in accordance with this Agreement.
- (c) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- (d) "Custodian" shall mean Pershing LLC.
- (e) "Depositor" shall mean the person who establishes this Account.
- (f) "Designated Beneficiary" shall mean the person on whose behalf this Account has been established or any successor appointed in accordance with Article X, Section 6 of the Plan.
- (g) "Plan" shall mean this Pershing LLC Education Savings Account Plan, as it may be amended from time to time, in accordance with Article IX of the Plan.
- (h) "Responsible Individual" shall mean the person designated in accordance with Article X, Section 5 of the Plan who shall be responsible for directing the Custodian regarding the management and administration of this Account.

2. Notices and Change of Address

- (a) Any required notice regarding this Education Savings Account will be considered effective when mailed by the Custodian to the last address of the intended recipient which is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The Responsible Individual will notify the Custodian of any change of address.
- (b) Representations and Responsibilities. The Depositor and Responsible Individual represent and warrant to the Custodian that any information they have given or will give to the Custodian with respect to this Agreement is complete and accurate. Further, the Depositor and Responsible Individual promise that any direction given by either of them to the Custodian, or any action they take will be proper under this Agreement. The Custodian will not be responsible for the Depositor's or Responsible Individual's actions or failures to act. Likewise, the Depositor or the Responsible Individual shall not be responsible for the Custodian's actions or failure to act; provided however, that the Custodian's duties and responsibilities under this Agreement are limited to those specifically stated in the Agreement and no other or further duties or responsibilities shall be implied.

3. Investment of Contributions

- (a) Direction by Responsible Individual. In accordance with Article IV of this Agreement, the Depositor shall have the power to direct the Custodian with respect to the investment of the initial contribution to this Account and the Responsible Individual shall direct the Custodian with respect to the investment of all subsequent contributions and all account earnings. Such direction shall be limited to publicly traded securities, covered call options, covered put options, debit spreads, long put and long call options, mutual funds, money market instruments, and other investments, to the extent that they are obtainable through and subject to the custody of the Custodian in its regular course of business, and subject to such other limitations as may be agreed to by the Responsible Individual and Introducing Broker-Dealer. In the absence of such directions, the Custodian shall have no investment responsibility. All transactions directed by the Depositor or the Responsible Individual shall be subject to the rules, regulations, customs, and usages of the exchange, market, or clearing house where executed, and to all applicable federal and state laws and regulations, and to internal policies of the Custodian. The Custodian reserves the right not to accept assets intended for deposit to the Account and may at any time require liquidation of any asset held in the Account if the Custodian determines that such asset is no longer in accordance with the Custodian's administrative or operational requirements.

- (b) Delegation of Investment Responsibility. The Responsible Individual may delegate the investment responsibility for all of the Account to an agent or attorney in fact acceptable to the Custodian by notifying the Custodian in writing on a form acceptable to the Custodian of the delegation of such investment responsibility and the name of the person or persons to whom such responsibility is delegated. The Custodian shall follow the directions of such agent or attorney in fact and shall be under no duty to review or question any direction, action, or failure to direct or act of such agent or attorney in fact. The Responsible Individual may revoke the authority of any agent or attorney in fact at any time by notifying the Custodian in writing of such revocation and the Custodian shall not be liable in anyway for transactions initiated prior to receipt of such notice.
- (c) Uninvested Cash. The Responsible Individual shall direct the Custodian as to the investment of all cash which is not currently invested in assets described in Article X, Section 3(a) of the Plan, and the Responsible Individual or his or her legal representative shall direct the Custodian with respect to the investment of cash pending distribution. In the absence of such direction, the Custodian shall have no investment responsibility.

4. Withdrawals

All requests for withdrawal shall be in writing on a form provided by or acceptable to the Custodian. Any withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties and withholding requirements. The only source of benefit for the Designated Beneficiary of the Account under this Education Savings Account shall be the Education Savings Account.

5. Responsible Individual

- (a) Responsibilities. The Responsible Individual has the general responsibility of managing the Account and instructing the Custodian as to any transaction in connection with the Account. In addition to those duties described in other sections of this Agreement, the Responsible Individual shall be responsible for determining whether any contribution to the Account is allowable and within the limits set forth in the Code and whether any individual named as Designated Beneficiary is eligible to be a beneficiary.
- (b) Designation of Responsible Individual. The Responsible Individual shall be the person so designated on the Adoption Agreement. In accordance with Article V of this Agreement, the Responsible Individual shall be a parent or guardian of the Designated Beneficiary. In the event of the death or legal incapacity of the Responsible Individual, the individual designated on the Adoption Agreement to serve as successor shall have the rights and responsibilities of the Responsible Individual.

6. Procedure for Changing a Beneficiary

If, pursuant to the Adoption Agreement and Article VI of this Plan, the Responsible Individual is permitted to change the Designated Beneficiary, any change in Designated Beneficiary can only be made on a form prescribed by the Custodian and it will only be effective when it is filed with the Custodian during the lifetime or within 30 days after the death of the previous Designated Beneficiary. Each beneficiary designation filed with the Custodian by the Responsible Individual will cancel all previous ones. The consent of a Designated Beneficiary shall not be required to revoke a beneficiary designation. Further, if pursuant to the Adoption Agreement and Article VI of the Plan, the Responsible Individual is permitted to change the Designated Beneficiary, then notwithstanding Article HI, Section 2 of the Plan, the Responsible Individual may designate a new Designated Beneficiary no later than 30 days after the death of the previous Designated Beneficiary. Any new Designated Beneficiary must be a member of the family (as defined in Section 529(e)(2) of the Code) of the previous Designated Beneficiary.

7. Transfer

Funds held on behalf of a Designated Beneficiary in another Education Savings Account, and such other transfers as tax law and related regulations or pronouncements may permit, may be transferred to the Custodian and held in an Account for the benefit of the Designated Beneficiary under the Plan. Upon the request of the Responsible Individual in writing on a form acceptable to the Custodian, the Custodian shall transfer funds held in the Account to another Education Savings Account established on behalf of the Designated Beneficiary with another approved and qualified custodian.

8. Powers, Duties, and Obligations of Custodian

- (a) No Investment Discretion. The Custodian shall have no discretion to direct any investments of an Account, and is merely authorized to acquire and hold the particular investments specified by the Depositor or the Responsible Individual. The Custodian will not act as investment advisor or counselor to a Designated Beneficiary, Depositor, or Responsible Individual and will not advise any of the foregoing or offer any opinion or judgment on any matter pertaining to the nature, value, potential value, or suitability of any investment or potential investment for the Account.
- (b) Administrative Powers. The Custodian may hold any securities acquired hereunder in the name of the Custodian without qualification or description or in the name of any nominee. Pursuant to the direction of the Depositor or the Responsible Individual, the Custodian shall have the following powers and authority with respect to the administration of each Account.
 - i. To invest and reinvest the assets of the Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for fiduciary investments.
 - ii. To exercise or sell options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

- iii. To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers, or other changes affecting securities held by the Custodian.
 - iv. To make, execute, and deliver as Custodian any and all contracts, waivers, releases, or other instruments in writing necessary or proper for the exercise of any of the foregoing powers.
 - v. To grant options to purchase securities held by the Custodian or to repurchase options previously granted with respect to securities held by the Custodian.
- (c) Shareholder Rights. The Custodian shall exercise any rights of a shareholder (including voting rights) with respect to any securities held in the Account only in accordance with the instructions of the Responsible Individual pursuant to any applicable rules of the Securities and Exchange Commission and the national exchanges of which the Custodian is a member.
- (d) Records and Reports. The Custodian shall keep accurate records of all contributions, receipts, investments, distributions, disbursements, and all other transactions of the Account. Within 120 days (or such other deadline imposed by applicable law) after the close of each calendar year (or after a distribution or transfer of the Account or upon the Custodian's resignation or removal) the Custodian shall file with the Responsible Individual a written report (which may consist of copies of the Custodian's regularly issued account statements) reflecting all transactions affecting the Account for the period in question and including a statement of the assets in the Account and their fair market values. Unless the Responsible Individual files a written statement of exceptions or objections to the report with the Custodian within 60 days after mailing the report, the Responsible Individual shall be deemed to have approved such report and the Custodian shall be released from all liability to anyone (including the Designated Beneficiary or any Depositor) with respect to all matters set forth in the report. No person other than the Responsible Individual or the Designated Beneficiary may request records and reports.
- (e) Right to Request Judicial Assistance. The Custodian shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its Accounts or for determination of any questions of construction which may arise or for instructions. The only necessary party defendant to any such action shall be the Responsible Individual, but the Custodian may join any other person or persons as a party defendant. The cost, including attorney's fees, of any such proceeding shall be charged as an administrative expense under Article X, Section 11 of the Plan.
- (f) Scope of Custodian's Duties. The Custodian shall only have the duties which are specifically set forth in this Plan. The Custodian shall have no duty to ascertain whether contributions or distributions comply with the Plan or the Code. The Custodian shall not make any investments or dispose of any investments held in an Account, except upon the direction of the Responsible Individual or the Depositor or in accordance with Article X, Section 3(a) and Article X, Section 12(d) of the Plan. The Custodian shall not question any such directions of the Depositor or the Responsible Individual, review any securities or other property held in an Account, or make suggestions to the Depositor or the Responsible Individual with respect to the investment, retention, or disposition of any assets held in an Account.
- (g) Scope of Custodian's Liability. The Custodian shall not be liable for any loss of any kind which may result from any action taken by it in accordance with the directions of the Depositor or the Responsible Individual or his or her designated agent or attorney in fact or from any failure to act because of the absence of any such directions. The Custodian shall not be responsible for determining whether any contribution or rollover contribution satisfies the requirements of the Code. The Custodian shall not be liable for any taxes (or interest thereon) or penalties incurred by the Depositor, Responsible Individual, or Designated Beneficiary in connection with any Account or in connection with any contribution to or distribution from the Account. The Custodian is entitled to act upon any instrument, certificate, or form it believes is genuine and believes is signed or presented by the proper person or persons, and the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. The Responsible Individual shall duly indemnify and hold harmless the Custodian from any liability which may arise hereunder except liability arising from the gross negligence or willful misconduct of the Custodian.

9. Resignation or Removal of Custodian

- (a) Resignation. The Custodian may resign as Custodian hereunder as to any Account by mailing or actually delivering written notice to the Responsible Individual 30 days prior to the resignation. Upon its resignation the Custodian may, but shall not be required to, appoint a corporation or other organization as the successor custodian under this Agreement. Each Responsible Individual, after the receipt of the resignation, shall have 30 days to appoint an alternative successor custodian. If no alternate is chosen, the Responsible Individual will be deemed to have accepted the Custodian's appointed successor custodian. Upon acceptance of appointment by the successor, the Custodian shall assign, transfer, and deliver to the successor all assets held in the Account to which such resignation or removal relates. The Custodian is authorized, however, to reserve such amounts as it deems advisable to provide for the payment of expenses and fees then due or to be incurred in connection with the settlement of its Account, and any balance remaining after the settlement of its Account shall be paid to the successor custodian or trustee. If the Custodian does not choose to appoint a successor, the Responsible Individual has 30 days after receiving notification of the Custodian's resignation to appoint a qualifying successor custodian. If the Responsible Individual does not appoint a successor custodian within this time period, the Custodian shall have the right to terminate the Account and distribute the assets directly to the Responsible Individual.

- (b) Removal. The Responsible Individual shall substitute another custodian in place of the Custodian upon notification by the Internal Revenue Service that such substitution is required because the Custodian has failed to comply with the requirement of Treasury Regulation Section 1.4082(e), or is not keeping such records, or making such returns, or rendering such statements as are required by that regulation.
- (c) Liabilities. The Custodian shall not be liable for the acts or omissions of its successor.

10. Amendment and Termination of the Plan

- (a) Amendment or Termination. The Custodian may amend or terminate this Plan at any time consistent with the provisions of applicable law without obtaining the consent of any Depositor, Responsible Individual, or Designated Beneficiary. No amendment of the Plan, however, shall deprive the Designated Beneficiary of any benefit to which he or she was entitled under the Plan from contributions made prior to the amendment unless the amendment is necessary to conform the Plan to the current or future requirements of the Code or other applicable law, regulation, or ruling, in which case the Custodian is expressly authorized to make amendments that are necessary for such purposes retroactively to the later of the effective date of the Plan or the effective date of any future legal requirements. A Responsible Individual may change an election or designation made with respect to the Adoption Agreement, provided such change is made in writing.
- (b) Distribution on Termination. If the Plan is terminated for any reason, the balance held in each Account for the benefit of a Designated Beneficiary shall be distributed by the Custodian to a successor custodian or trustee, in accordance with Article X, Section 9 of the Plan.

11. Fees, Expenses, and indebtedness

- (a) Payment of Fees and Expenses. The Custodian's annual maintenance, termination, and other administration fees shall be charged by the Custodian for its services hereunder in accordance with the current fee schedule of the Custodian that is in effect from time to time. Any administrative expenses, including fees for legal and/or accounting services, incurred by the Custodian at the request of or necessitated by the actions of the Responsible Individual or Designated Beneficiary, including but not by way of limitation, the direction of investment of Account assets in an investment that causes the Account to realize unrelated business taxable income within the meaning of Section 512 of the Code, that are over and above the services set forth in the Custodian's fee schedule, shall be paid by the Responsible Individual. Fees and expenses shall be automatically charged to the Account unless the Responsible Individual chooses to pay such fees and expenses directly to the Custodian in a timely manner before the Account has been so charged. The Custodian reserves the right to liquidate any assets of the Account to collect any fees for which payment may at any time be past due. In the event of account termination by the Responsible Individual or the Custodian for any reason, the Custodian shall be entitled to receive the full termination fee, along with the full, nonprorated current year maintenance fee, regardless of the date during the year of the termination of the Account. Fees charged against the Account shall not be reimbursed to the Account. Specific fee details are provided in the current fee schedule available from the Custodian or from the financial organization that has introduced the Account to the Custodian.
- (b) Taxes. Any income, transfer, or other taxes of any kind whatsoever that may be levied or assessed upon any Account or that the Custodian may otherwise be charged with the responsibility of collecting shall be paid from the assets of the Account involved.
- (c) Brokerage Commissions. The Account will be charged brokerage commissions for the transactions in the Account in accordance with the Custodian's usual practice.
- (d) Indebtedness. The Responsible Individual shall pay any debit balance or other obligation owed to the Custodian on demand.

12. Miscellaneous

- (a) Prohibited Transactions. No Depositor, Responsible Individual, or Designated Beneficiary shall be entitled to use the Account, or any portion thereof, as security for a loan, nor shall the Custodian or any other person or organization engage in any prohibited transaction, within the meaning of Code Section 4975, with respect to the Account.
- (b) Prohibition Against Assignment of Benefits. Except to the extent otherwise required by law, none of the benefits, payments, or proceeds held in an Account on behalf of any Designated Beneficiary shall be subject to the claims of any creditor of such Designated Beneficiary, any Depositor, or Responsible Individual, nor shall any such party have any right to anticipate, sell, pledge, option, encumber, or assign any of the benefits, payments, or proceeds to which he or she is or may be entitled under the Plan.
- (c) Applicable Law. The Plan is intended to qualify as an Education Savings Account Plan under Code Section 530. The Plan shall be governed by and interpreted under the laws of the state of New York, except to the extent such laws are superseded by applicable federal law. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and the Plan shall be construed and administered as if such provision had not been included.
- (d) Liquidation of Assets. If the Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses, or taxes assessed against the Account, and the Responsible Individual fails to instruct the Custodian as to the liquidation of such assets, assets will be liquidated in the following order to the extent held in the Account: (1) any shares of a money market fund or money market type fund, (2) securities, (3) other assets.

- (e) Rollover of Military Death Benefits. If you receive or have received a military death gratuity or a payment from the Servicemembers' Group Life Insurance (SGLI) program, you may be able to roll over the proceeds to your Coverdell education savings account. 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 Roth IRA. Proceeds must be rolled over within one year of receipt of the gratuity or SGLI payment for deaths occurring on or after June 17, 2008. 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 the Coverdell education savings account.

ARTICLE XI

ARBITRATION DISCLOSURES:

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- > ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A 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.

ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (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. THE LAWS OF THE STATE OF NEW YORK GOVERN.

COVERDELL EDUCATION SAVINGS ACCOUNT DISCLOSURE STATEMENT

This Coverdell Education Savings Account Agreement (Education Savings Account) is hereby amended and restated effective January 1, 2002, as follows:

Individuals may contribute up to \$2,000 per year in an Education Savings Account for a child under age 18. Parents, grandparents, other family members, friends, and a child himself or herself may contribute to the child's Education Savings Account, provided that the total contributions for the child during the taxable year do not exceed the maximum \$2,000 limit.

Contributions in the Account grow tax-free until withdrawn. The child will not owe tax on any withdrawal from the Account if used for the child's qualified education expenses. If the child does not require the use of these funds, the account balance can be rolled over to an Education Savings Account of certain family members, who may use it for their own higher education. Amounts withdrawn from an Education Savings Account that exceed the child's qualified education expenses in a taxable year are generally subject to income tax and to an additional tax of 10%. Starting in 2002, the Hope Scholarship Credit or the Lifetime Learning Credit may be claimed for a student's expenses in a taxable year in which the student takes a tax free withdrawal from an Education Savings Account, as long as the withdrawal is not used for the same educational expenses for which a credit was claimed.

FREQUENTLY ASKED QUESTIONS

Q: What is the maximum contribution amount for Education Savings Accounts?

A: The maximum aggregate contribution to any Education Savings Account is \$2,000 per year.

Q: What is the modified adjusted gross income (MAGI) limitation for married taxpayers?

A: Married taxpayers filing joint returns may make the maximum \$2,000 contribution per designated beneficiary when their joint MAGI is \$190,000 or less. The \$2,000 limit is reduced and gradually phased out for joint filers when their combined MAGI is between \$190,000 and \$220,000. When their combined MAGI is \$220,000 or more, married individuals filing joint returns may not fund an Education Savings Account.

Q: What is the deadline for making a contribution to an Education Savings Account?

A: The deadline for making contributions to an Education Savings Account is the contributor's tax return due date, not including any extensions.

Q: What happens if contributions to an Education Savings Account are more than the allowable limit?

A: If a designated beneficiary receives contributions that exceed the allowable limit, the excess contribution must be removed in order to avoid any penalties. To avoid a 6% excess contribution penalty, the excess contribution plus earnings must be removed from the Education Savings Account before the first day of the sixth month following the taxable year (for instance, May 31).

Q: In addition to post-secondary education expenses, what types of expenses may the Education Savings Account funds be used for?

A: Education Savings Account funds may be used for elementary and secondary school education expenses. This includes expenses at any school that provides education as determined under state law (public, private, or parochial schools). Such expenses may include tuition fees, academic tutoring, special needs services, books, supplies, equipment, room and board expenses, uniforms, transportation, educational computer technology or equipment, and Internet access.

Q: What is the age limitation for contributions to and/or distributions from an Education Savings Account?

A: Provided that you meet the modified adjusted gross income limits, you can make annual contributions until the child's 18th birthday. Earnings and distributions from an Education Savings Account are tax and penalty free, provided the funds are used for qualified elementary, secondary, or higher education expenses and the amount of the withdrawal does not exceed the child's education expenses for that year. Earnings withdrawn for any other purpose will be subject to income tax and may incur a 10% penalty tax. If a child reaches the age of 30 without using all of the money in the account, you can retain the tax-free status of the unused funds by rolling the balance into an account for another qualified family member. Otherwise, the money will be distributed to the child, and taxes and penalties may apply. However, the law waives age limitations regarding contributions and distributions for children with special needs. In that case, the funds will no longer be required to be distributed when the child turns 30, and the age 30 limitation will not apply to rollover contributions to that child's Education Savings Account.

Q: Are there any limitations to the taxation of Education Savings Account distributions in relation to other credits that the designated beneficiary may receive?

A: A designated beneficiary may claim a Hope or Lifetime Learning Credit in the same taxable year that a tax-free distribution from an Education Savings Account is claimed, as long as the distribution(s) does not cover the same expenses claimed for the Hope or Lifetime Learning Credit.

In addition, you may make contributions to an Education Savings Account and a qualified tuition program in the same year on behalf of the same designated beneficiary without penalty.

Q: Can a business contribute to an Education Savings Account?

A: Yes. An “entity” (for instance, a corporation or tax exempt organization) may contribute to an Education Savings Account, and unlike the case of individuals who contribute, there are no income limitations for that entity.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

DEC 06 2011

Pershing LLC
One Pershing Plaza
Jersey City, NJ 07399

EIN: 13-2741729

Ladies and Gentlemen:

On May 31, 1984, the Internal Revenue Service issued to Donaldson Lufkin & Jenrette Securities Corporation a letter approving it to act as an active trustee or custodian for individual retirement arrangements (IRAs). The Service issued another letter, dated July 31, 1990, allowing Donaldson Lufkin & Jenrette Securities Corporation to act as a nonbank custodian of plans qualified under section 401(a) of the Internal Revenue Code. In a third letter dated April 20, 1995, the Service approved Donaldson Lufkin & Jenrette Securities Corporation to act as a nonbank custodian of accounts described in section 403(b)(7).

Donaldson Lufkin & Jenrette Securities Corporation converted, on January 17, 2003, into a Delaware limited liability company named Pershing LLC. Upon the conversion of Donaldson Lufkin & Jenrette Securities Corporation into Pershing LLC, the officers and directors of Donaldson Lufkin & Jenrette Securities Corporation became Pershing LLC's Board of Managers and the employees and assets of Donaldson Lufkin & Jenrette Securities Corporation became the employees and assets of Pershing LLC.

Section 401(f)(1) of the Code provides that a custodial account shall be treated as a qualified trust under this section if such custodial account would, except for the fact it is not a trust, constitute a qualified trust under this section. Section 401(f)(2) provides that the custodian must be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will hold the assets will be consistent with the requirements of section 401. Section 401(f) also provides that in the case of a custodial account treated as a qualified trust, the person holding the assets of such account shall be treated as the trustee thereof.

Section 403(b)(7)(A) of the Code requires, in part, that for amounts paid by an employer to a custodial account to be treated as amounts contributed to an annuity contract for his employee, the custodial account must satisfy the requirements of section 401(f)(2). That section also requires, in order for the amounts paid by an employer to be treated as amounts contributed to an annuity contract for his employee, that the amounts are to be invested in regulated investment company stock to be held in the custodial account, and under the custodial account no such amounts may be paid or made available to any distributee before the employee dies, attains age 59 1/2, has a severance from employment, becomes disabled (within the meaning of section 72(m)(7)), or in the case

Pershing LLC

of contributions made pursuant to a salary reduction agreement (within the meaning of section 3121(a)(1)(D)), encounters financial hardship.

Section 408(a)(2) of the Code requires that the trustee of an IRA be a bank (as defined in section 408(n)) or such other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408.

Section 408(h) of the Code provides that a custodial account shall be treated as a trust under this section if the assets of such account are held by a bank (as defined in subsection (n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an IRA described in subsection (a). Section 408(h) also provides that, in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section 408A of the Code provides, in general, that a Roth IRA shall be treated in the same manner as an individual retirement plan. Section 7701(a)(37)(A) defines an individual retirement plan as an IRA described in section 408.

The Income Tax Regulations at section 1.408-2(e) contain the requirements that such other person must comply with in order to act as trustee or custodian, for purposes of sections 401(f), 403(b)(7), 408, and 408A of the Code. One of the requirements of section 1.408-2(e) of the regulations states that such person must file a written application with the Commissioner demonstrating, as set forth in that section, its ability to act as a trustee or custodian.

Based on all the information and representations Donaldson Lufkin & Jenrette Securities Corporation submitted to this office in its written application and the nonbank trustee/custodian investigation on Pershing LLC for continued compliance with the nonbank trustee regulations at section 1.408-2(e), we have concluded that Pershing LLC meets the requirements of section 1.408-2(e) of the regulations and, therefore, is approved to act as a passive or non-passive nonbank custodian of plans qualified under section 401(f) or accounts described in section 403(b)(7), passive or non-passive nonbank trustee or custodian for IRAs established under sections 408, and 408A (dealing with Roth IRAs).

This Notice of Approval authorizes Pershing LLC to act as a passive or non-passive nonbank trustee or custodian. When Pershing LLC acts as a passive nonbank trustee or custodian (within the meaning of section 1.408-2(e)(6)(i)(A) of the regulations), it is authorized only to acquire and hold particular investments specified by the trust instrument or custodial agreement. It may not act as a passive trustee or custodian if

Pershing LLC

under the written trust instrument or custodial agreement it has discretion to direct investments of the trust (or custodial) funds.

Pershing LLC may not act as a trustee or custodian unless it undertakes to act only under trust instruments or custodial agreements that contain a provision to the effect that the grantor is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is required because Pershing LLC has failed to comply with the requirements of section 1.408-2(e) or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations. For example, one such form is Form 990-T for IRAs that have \$1000 or more of unrelated business taxable income that is subject to tax by section 511(b)(1) of the Code.

Pershing LLC is required to notify the Commissioner of Internal Revenue, Attn: SE:T:EP:RA, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change that affects the continuing accuracy of any representations made in its application. Further, the continued approval of Pershing LLC to act as a passive or non-passive nonbank custodian of plans qualified under section 401(f) or accounts described in section 403(b)(7), passive or non-passive nonbank trustee or custodian for IRAs established under sections 408, and 408A (dealing with Roth IRAs) is contingent upon the continued satisfaction of the criteria set forth in section 1.408-2(e) of the regulations.

This Notice of Approval is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on a Notice of Approval issued to another member of the same controlled group. Furthermore, any entity that goes through an acquisition, merger, consolidation, or other type of reorganization may not necessarily be able to rely on the Notice of Approval issued to such entity prior to the acquisition, merger, consolidation, or other type of reorganization. Such entity may have to apply for a new Notice of Approval in accordance with section 1.408-2(e) of the regulations.

This Notice of Approval constitutes a notice that Pershing LLC may act as a passive or non-passive nonbank custodian of plans qualified under section 401(f) or accounts described in section 403(b)(7), passive or non-passive nonbank trustee or custodian for IRAs established under sections 408, and 408A (dealing with Roth IRAs) and does not bear upon its capacity to act as a trustee or custodian under any other applicable law. This is not an endorsement of any investment. The Internal Revenue Service (Service) does not review or approve investments.

In order to protect the accounts Donaldson Lufkin & Jenrette Securities Corporation handled as nonbank trustee or custodian from May 31, 1984, through its conversion to Pershing LLC, this Notice of Approval is retroactively effective to May 31, 1984. This

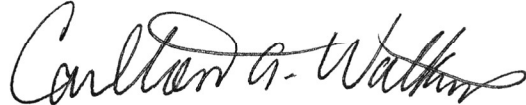
Pershing LLC

Notice of Approval will remain in effect until withdrawn by Pershing LLC or revoked by the Service.

In accordance with the power of attorney on file in this office, a copy of this notice is being sent to your authorized representative.

If you have any questions, please contact Mr. Calvin Thompson (Badge No. 1000221590) at (202) 283-9596.

Sincerely,

A handwritten signature in black ink that reads "Carlton A. Watkins". The signature is written in a cursive style with a large initial 'C'.

Carlton A. Watkins, Manager
Employee Plans Technical Group 1

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COVERDELL EDUCATION SAVINGS ACCOUNT ADOPTION AGREEMENT

I. ACCOUNT INFORMATION (This Adoption Agreement may only be used in conjunction with the Education Savings Account Plan Document stipulated by the Custodian)

ACCOUNT TYPE: PARTICIPANT ROLLOVER

ACCOUNT NUMBER:

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OFFICE ACCOUNT RR

The Depositor (the person making the initial contribution to this account) and, if different, the Responsible Individual (the parent or legal guardian who will direct the account activities) should complete and sign this Adoption Agreement. It establishes an Education Savings Account for the benefit of the Designated Beneficiary, in accordance with Internal Revenue Code Section 530. You may make contributions before the date that the Designated Beneficiary reaches the age of 18. Contributions are nondeductible. Any income derived from the investments in this account accrues tax deferred. Distributions, if used for qualifying education expenses of the Designated Beneficiary, may be tax free. If the Depositor and the Responsible Individual are different persons, the Depositor directs the investment of the initial contribution, but, thereafter, the Responsible Individual directs all investment activity in accordance with the terms of the Plan.

I hereby designate _____ as the financial organization.

II. DESIGNATION OF BENEFICIARY

NAME: _____ COUNTRY OF CITIZENSHIP: _____ GENDER: M F
DATE OF BIRTH:

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 SOCIAL SECURITY NUMBER:

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III. DEPOSITOR'S INFORMATION (The person funding the account)

NAME: _____
MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
TELEPHONE: () _____ SOCIAL SECURITY NUMBER:

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IV. RESPONSIBLE INDIVIDUAL'S INFORMATION (Complete if different from the Depositor—otherwise deemed to be the Depositor)

NAME (Parent or Legal Guardian): _____
MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
TELEPHONE: () _____ SOCIAL SECURITY NUMBER:

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- Check here if the Responsible Individual may change the Designated Beneficiary to another member of the Designated Beneficiary's family.
- Check here if the Responsible Individual will continue to serve as the Responsible Individual for the Education Savings Account after the Designated Beneficiary attains the age of majority.
- Check here if the Designated Beneficiary will become the Responsible Individual if the Responsible Individual becomes incapacitated or dies after the Designated Beneficiary reaches the age of majority.

V. SUCCESSOR RESPONSIBLE INDIVIDUAL'S INFORMATION (Signature of witness required)

In the event of the death or legal incapacity of the Responsible Individual while the Designated Beneficiary is a minor under state law, the following person shall become the Responsible Individual. In accordance with the terms of the Plan, if no successor is named, the successor Responsible Individual shall be the Designated Beneficiary's remaining parent or successor guardian.

NAME (Parent or Legal Guardian): _____
MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
TELEPHONE: () _____ SOCIAL SECURITY NUMBER:

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VI. UNINVESTED CASH

The Participant understands that any idle cash in the account will be invested in a money market fund, deposit account, or other investment made available through your financial organization, unless the Participant elects otherwise by checking the box below. Any such investment of idle cash is made pursuant to a prospectus or other offering document, which the Participant should obtain from his or her financial organization.¹

DO NOT INVEST IDLE CASH. (The Participant understands that the Custodian has no responsibility to credit interest on uninvested cash in this account.)

¹ For more complete information about the money market fund, including charges and expenses, request a prospectus from your financial organization. Read it carefully before you invest.



VII. INITIAL CONTRIBUTION

THIS EDUCATION SAVINGS ACCOUNT WILL BE INITIALLY FUNDED IN THE AMOUNT OF: \$ _____

VIII. CERTIFICATION

I understand the eligibility requirement for the type of Education Savings Account deposits that I make, and I state that I qualify to make the deposit. I have received a copy of the Pershing LLC Education Savings Account Plan Document and Disclosure Statement. I understand that the terms and conditions that apply to this Education Savings Account are contained in this Pershing LLC Education Savings Account Plan Document and Disclosure Statement. I agree to be bound by those terms and conditions. All information provided by me is true and correct and may be relied upon by Pershing LLC. I assume full responsibility for establishing this Education Savings Account and will not hold Pershing LLC liable for any adverse consequences that may result. I understand that Pershing LLC assumes no responsibility for determining my eligibility for contributions made to this Education Savings Account nor does Pershing LLC bear any responsibility for any tax consequences relating to such contributions or distributions from this Education Savings Account.

I HEREBY ADOPT THE PERSHING LLC EDUCATION SAVINGS ACCOUNT. I AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED AT ARTICLE XI ON PAGE 6 IN THIS AGREEMENT.

DEPOSITOR'S SIGNATURE: _____

DATE: _____

PRINT NAME: _____

IX. RESPONSIBLE INDIVIDUAL'S SIGNATURE

I have received a copy of the Pershing LLC Education Savings Account Plan and Disclosure Statement and understand the terms and conditions contained therein. I agree to be bound by those terms and conditions applicable to a Responsible Individual.

RESPONSIBLE INDIVIDUAL'S SIGNATURE

(Parent or Legal Guardian if different from Depositor): _____

DATE: _____

PRINT NAME: _____

X. WITNESS

The named and signature of a witness is required only if a Successor Responsible Individual has been named on this Adoption Agreement.

NAME OF WITNESS: _____

DATE: _____

SIGNATURE OF WITNESS: _____

REQUIRED APPROVALS OF THE FINANCIAL ORGANIZATION (Please forward to your financial organization for approval)

Investment Professional Signature (If applicable)

Date

Operations Manager Signature

Date