

PIMS Customer Agreement for After Tax Accounts

PIMS ("Prudential Investment Management Services LLC")
Member FINRA/SIPC

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

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

2. Appointment of PIMS as Agent. I appoint you as my agent for the purpose of carrying out my directions with respect to the purchase, sale or liquidation of securities in accordance with the terms and conditions of this Agreement and I assume all risks with respect to the purchase, sale or liquidation of securities. All transactions will be executed only on my order or on the order of my authorized delegate except as otherwise provided in paragraph 5 below. To carry out your duties, you are authorized to appoint and use sub-agents. You and your sub-agents are authorized to open or close brokerage accounts, maintain customer records, hold securities in bearer, registered or book entry form, place and withdraw orders, provide information to third parties, including your affiliates, and take such other steps as are reasonable in connection with your duties. I understand that you have entered into an agreement with National Financial Services LLC to execute and clear securities transactions in my Securities Account, and that NFS will carry and maintain my Securities Account except as otherwise provided herein. From time to time, I may desire to purchase, using PIMS as my agent, units, shares, interests or securities issued by unit investment trusts, mutual funds or new issues of securities issued by state or local government entities or authorities or by quasi-government or private corporate entities, partnerships, joint ventures or other business organizations. I acknowledge that PIMS does not underwrite any of such securities. In connection with my purchase of such securities, I acknowledge that PIMS acts solely as my agent to identify or locate such securities for me. I understand and agree that PIMS is not acting as agent for any seller or underwriter but solely as my agent. I agree that any charges or fees owed to PIMS for acting as my agent in such a transaction may be paid by the seller or by an agent of the seller. I acknowledge and agree that I and PIMS will be relying solely on information provided us by a seller or underwriter.

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

4. Settlement. I understand and agree that on a settlement date, PIMS or NFS may debit the Sweep Account* for PIMS. I agree to have collected funds available in the Sweep Account, or to deliver to PIMS' office in Hartford, Connecticut, sufficient collected funds to cover the amounts due on purchases of securities by 2:00 p.m. Eastern Standard Time on the settlement date for payment for all securities purchased by my Securities Account (including commissions and fees), and that you may refuse to execute an order, or may cancel an order, if such funds are not available. I agree to deliver all properly endorsed securities which I have in my possession in good form prior to execution of the sell or liquidation order, and such securities must be received by you prior to the execution. If I have established a Sweep Account, you shall deposit proceeds of any sale or liquidation of securities in the Sweep Account; otherwise, such proceeds shall be distributed to me by check. The use of a Sweep Account will not be authorized or approved for any IRA or Self-Directed 401(k) accounts.

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

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

7. Credit Investigation. You or NFS may exchange credit information about me with others. You may request a credit report on me:

- (1) in connection with the establishment or maintenance of my margin account,
- (2) if I have chosen to settle transactions by check,
- (3) to comply with government agency or court orders, or
- (4) if I give permission. If I ask, you will tell me the name and address of the consumer reporting agency that furnished the report. You may request a new credit report at any time without telling me.

8. Margin Loans. I understand and agree that margin loans, if any, provided to me will be made under a separate agreement between me and NFS, and that I will comply with all requirements which NFS or PIMS or its agents may impose with respect to such loans. (Refer to the Cash Management section of this Agreement.)

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

**If your Account does not have a Cash Management feature, the 'Sweep Account' refers to the Money Fund described in the Application. For Accounts with the Cash Management feature, the 'Sweep Account' refers to the Fidelity money market fund selected in the application.*

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

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

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

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

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

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

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

- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

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

- (a) This Agreement constitutes a waiver of the right to seek a judicial forum unless such waiver would be void under the federal securities laws.
- (b) All controversies which may arise between you, your agents or employees and me concerning any transactions or the construction, performance or breach of this or any other agreement between you and me, whether such transaction or agreement was entered into prior on or subsequent to the date hereof, shall be determined by arbitration held pursuant to the then current Constitution and Rules of the New York Stock Exchange, Inc., or the Code of Arbitration Procedure of the Financial Industry Regulatory Authority or the provisions of the arbitration facility provided by any other exchange of which you are a member and on which a transaction giving rise to such claim took place, as I may elect. Arbitration must be commenced by service upon the other of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event I do not make such designation within five (5) days of such demand of notice, then I authorize you to do so on my behalf.
- No person shall bring a putative certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

16. ACCOUNT CLAIMS SUBJECT TO ARBITRATION. I AGREE THAT THE PRE-DISPUTE ARBITRATION CLAUSE CONTAINED IN THIS CUSTOMER AGREEMENT, WHICH I HAVE READ AND UNDERSTAND, IS APPLICABLE TO ANY CLAIMS MADE BY ME AGAINST NFS AND/OR PIMS WITH RESPECT TO MY ACCOUNT.

17. Limitations on Clearing Broker Obligations and Liability. Until receipt from me of written notice to the contrary, NFS may accept instructions for my Securities Account from PIMS without inquiry or investigation. NFS shall not be responsible or liable for any acts or omissions of PIMS or its employees. I understand that as my clearing broker, NFS does not act as my investment counselor or solicit orders, that NFS will not advise me on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment.

18. Applicable Rules, Laws and Regulations. All transactions in my Securities Account shall be subject to the house trading rules and policies, including margin lending limits and maintenance call requirements, established from time to time by NFS and/or PIMS, and to the constitution, rules, regulations, customs and usages of the exchange, market or clearing house where the transactions are executed, and to all applicable Federal and State laws and regulations. This Agreement shall be deemed modified to the extent necessary to conform with any changes in such laws, rules, regulations, constitutions, customs and usages and, as modified, shall remain in full force and effect.

19. Binding Agreement. In consideration of NFS and PIMS opening this Securities Account on my behalf, I agree to the terms and conditions contained in this Agreement and acknowledge that I continue to be bound by the terms and conditions contained in this Agreement and the Margin Agreement which I have reviewed. If any provision of this Agreement is held to be invalid, illegal, void or unenforceable, by reason of any law, rule, administrative order or judicial decision, such determination will not affect the validity of the remaining provisions of this Agreement. The failure of NFS or PIMS to insist at any time or from time to time upon strict compliance with any terms of this Agreement shall not constitute or be considered a waiver by NFS or PIMS of any of their respective rights hereunder.

20. Liability for Costs of Collection. I authorize you to take any steps which you, in your sole discretion, determine to be necessary to complete or cancel a securities transaction or to minimize your losses, if any. I shall, at all times, be liable for the

payment upon demand of any debit balance or other obligations owing in my Securities Account or other accounts which I have with you. As security for the repayment of any and all present or future indebtedness owed to you by me under this Agreement or otherwise, I grant you a continuing security interest and lien in, and a right of set-off with respect to, all securities or other property that are, now or in the future, held, carried, or maintained for any purpose in or through my Securities Account and, to the extent of my interest, any other present or future brokerage account with you in which I have an interest. I agree to reimburse you for all costs (including attorneys' fees), losses, or liabilities incurred by you in connection with the collection of any debit balance or unpaid deficiency in my Securities Account.

21. Account Purpose and Activity. I agree to maintain funds in my Account for the purpose of investing in securities. If NFS or PIMS determines that my use of the Account is inconsistent with investment purposes, I understand NFS or PIMS may terminate my Account.

22. Inactive Accounts. I understand and agree that if I do not place a securities trade during any eighteen (18) month period, and there are no securities or monies held in my Securities Account, my Securities Account may be automatically closed and removed from your system. I will thereafter be required to re-establish a Securities Account prior to placing any further securities trades.

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

24. Free Riding. I understand and agree that I am opening a cash account and accordingly:

- (a) full cash payment for each item purchased will be promptly made, unless funds sufficient therefore are already provided;
- (b) no sale is contemplated of any item before it is paid for as provided in the preceding clause;
- (c) each item sold will at the same time be owned by me and, unless already lodged in my account, will be promptly delivered thereto; and
- (d) full cash payment will be made promptly of any amount which may become due in order to meet necessary requests for additional deposits or mark to market with respect to any unissued security purchased or sold.

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

26. Due Authorization. I certify that I have the power and authority to establish this Securities Account and to enter into this Agreement. The foregoing authorizations relating to my Securities Account are valid and binding unless and until I notify PIMS in writing otherwise.

27. Modifications and Termination. I understand and acknowledge that, in order to modify any term, authorization or instruction relating to my Securities Account, or to terminate my Securities Account, I must make a written request to PIMS. I understand that I must allow ten (10) days from the date of my written request for any such modification or termination to be processed and implemented. I acknowledge that NFS and PIMS reserve the right to modify or terminate my Securities Account and this Agreement at any time and for any reason upon notification to my address of record. I further acknowledge and agree that I will remain liable for any obligations resulting from transactions in my Securities Account initiated by me on or before the date of termination, and that my Margin Agreement shall remain in full force and effect following termination of this Agreement, unless separately terminated in accordance with the provisions thereof.

28. Maintenance of Account Required. I understand and agree that any change in ownership or cancellation of my Account will automatically result in the termination of my Account without prior notice to me.

29. Release of NFS and PIMS from Certain Liabilities. I hereby release NFS and PIMS from any and all losses, damages and costs for any action taken by them in good faith in accordance with the provisions of this Agreement. NFS and PIMS also shall not be liable for loss or delay caused directly or indirectly by war, natural disaster, government restriction, exchange or market rulings, including, without limitation, delays in transmission of order, or other conditions or matters beyond their control.

30. Indemnification. I hereby indemnify and agree to hold NFS and PIMS and their respective officers, employees, agents, successors and assigns harmless against any and all claims or liabilities by virtue of acting on my instructions as provided in this Agreement. This indemnity is unlimited and shall be binding upon myself and my heirs, successors and assigns.

31. Payment for Order Flow: Securities and Exchange Commission (SEC) Rule 11A(c) 1-3 requires that all broker/dealers notify

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

Please note the following:

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

32. Securities in accounts carried by National Financial Services LLC (“NFS”), a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation (“SIPC”) up to \$500,000 (including up to \$100,000 for cash awaiting reinvestment). NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 1-202-371-8300.

Periodic Investment Plans (“PIP”)

If I have elected a Periodic Investment Plan in my Account Application, I understand that the following provisions will also apply to my Customer Agreement.

1. Account Transfers. I understand that a PIP is a regular, automatic transfer of funds from my bank, or designated financial institution, to my Securities Account, and that by selecting the PIP option on my Account Application, I agree to allow PIMS to transfer funds, in the amount and on the date(s) I have specified, through an Automated Clearing House (“ACH”). I understand that I must check with my financial institution in advance to ensure it is capable of accepting Automated Clearing House items. All banks are capable of accepting ACH items.

2. Specifics Regarding My Custom Plan.

(a) Minimum amount of each transfer: \$50.

(b) Frequency of transfers: monthly or quarterly.

(c) Day of transfer: Transfers may be made on the same day of each time period (monthly or quarterly), such as the 15th of each month (or, if such date falls on a weekend or holiday, the next business day).

3. Reporting Activity. All activity will appear on my PIMS statement. I will receive a statement for each month in which there is activity in my account. If there are any securities or assets in my account, I will receive a statement at least quarterly.

4. Stopping a Transfer. I understand that to stop a transfer, I must contact a Prudential Retirement Counselor at least four business days prior to the next scheduled transfer date.

5. Changing Existing Program Instructions. To change my PIP instructions, or to discontinue the service, I understand that I must contact a Prudential Retirement Counselor at least four business days prior to the next scheduled transfer date. Any change to my PIP plan that includes an update to the bank account number and/or bank routing transit number is subject to the ten business-day account validation process. The first PIP transfer will occur on the next scheduled transfer date following the end of the validation period.

6. Other Important Information.

(a) Access to Funds. Transferred funds will be credited to my account as of the date received and may earn interest or money market dividends according to the terms of my account. PIMS reserves the right to establish a holding period at any time.

(b) Restrictions on My Bank Account. Should my bank or financial institution account become restricted for any reason (e.g., court order, tax levies, etc.), my contributions may be inactivated. I will be notified by PIMS if my contributions become inactive due to any such restrictions.

(c) Returned Items.

(1) You reserve the right to charge a fee on rejected PIP transactions due to insufficient or uncollected funds in my designated account at my bank or financial institution.

(2) You reserve the right to discontinue the PIP service from my account if a pattern develops of rejected PIP transactions due to insufficient or uncollected funds in my designated account at my bank or financial institution. Prior notification is not required.

(d) Reversals or Duplicate Entries. Under certain circumstances, you may have to send a reversing or duplicate transfer entry in order to accomplish normal processing. I agree to allow you to process such entries, all of which will appear on my periodic statement.

IMPORTANT LEGAL DOCUMENT

Please review your account statement for the accuracy of such charges. If you should have any questions, please contact a Prudential Retirement Counselor.

Securities products and services are offered by Prudential Investment Management Services LLC (PIMS), Three Gateway Center, 14th Floor, Newark, NJ 07102-4077, a Prudential Financial company. Retirement Counselors are registered representatives of PIMS. PIMS is a Prudential Financial company. Prudential Retirement, Prudential Financial, PRU, Prudential and the Rock logo are registered service marks of The Prudential Insurance Company of America, Newark, NJ and its affiliates. Prudential Retirement is a Prudential Financial business.

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