

You are applying for a PNC Bank Health Savings Account for which PNC Bank affiliates, PFPC Trust Company and PNC Global Investment Servicing, will provide custodial and administrative services, respectively.

Please complete all sections of this form. For help with any questions, please call 1-866-966-4729 and ask for a PNC Global Investment Servicing representative.

Your monthly administration fee is currently being paid by Medical Mutual/Consumers Life. If your high deductible Health Plan coverage under Medical Mutual/Consumers Life is terminated for any reason, the monthly fee will be automatically debited from your HSA.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

THE USA PATRIOT ACT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. This information will be verified to ensure the identity of all individuals opening an account. If you do not provide us with this information, we will not be able to open the account. If we are unable to verify your identify, we reserve the right to close your account or take other steps that we may deem advisable.

ACCOUNT OWNER INFORMATION

High Deductible Health Plan Effective Date: _____

Name: _____

Street Address: _____ City, State, Zip: _____

(Post office boxes will not be accepted.)

SSN: _____ Home Phone: _____ Bus. Phone: _____

Date of Birth: _____ Employer Name: _____ Employer ID: _____

If you wish to have your transaction confirmations, account statements and other mutual fund or HSA account information mailed to an address if different from above, please provide address below:

Mailing Address: _____ City, State, Zip: _____

CONTRIBUTION AND INVESTMENT INFORMATION

The minimum non-payroll contribution amount is \$25. By opening this HSA, you (the Account Owner) irrevocably elect to make all contributions to the FDIC-insured Bank Portion of your HSA until your account balance reaches \$2,000. Thereafter, you may transfer funds from the Bank Portion into any mutual funds, provided that you maintain a minimum of \$2,000 in the Bank Portion of your HSA. Once the Bank Portion of your account reaches \$2,000, you may designate future contributions into any of the mutual funds available in the HSA. - Contributions to your HSA using a personal check should be accompanied with the enclosed "Additional Contributions Form"

TELEPHONE EXCHANGE PRIVILEGE

Unless the following is checked, I authorize the Custodian or its affiliate, PNC Global Investment Servicing, Inc., to accept instructions from me to purchase, redeem or exchange fund shares in my account by telephone, in accordance with, HSA program restrictions and the procedures and conditions set forth in the applicable Funds' current prospectuses.

I do not authorize telephone exchanges.

I do not authorize telephone redemptions.

AUTOMATIC CONTRIBUTIONS BY ACH (OTHER THAN PAYROLL DEDUCTION)

Please indicate below that you (the Account Owner) authorize the Custodian or its affiliate, PNC Global Investment Servicing, to deduct from your linked, personal checking or savings account money to make contributions to your HSA in accordance with your instructions above.

You must complete the Bank Information section if you select automatic contributions.

I DO want contributions by ACH

Please indicate your automatic contribution schedule; if you desire:

Monthly Quarterly (January, April, July, October)

Annual, with contribution made in month of _____

Amount you will contribute regularly: \$ _____ (\$25.00 minimum)

All ACH contributions are made on the 20th of the month. If the 20th is a holiday or weekend, the next available business day is used. Automatic contributions begin one month after the effective date of your High Deductible Health Plan or one month after your HSA is opened, whichever is later.

BANK INFORMATION

If you (the Account Owner) are applying for automatic contributions, or want distribution requests to be deposited to your bank account, please attach a preprinted voided check or deposit slip to this section of the application and complete the bank information below. (Please use a paper clip.)

Bank Name: _____

Address: _____ City, State, Zip: _____

Bank Routing Number: _____

Your Bank Account Number: _____

Bank Account Name: _____

Checking Account

Savings Account

DISTRIBUTION METHODS

When you need to make a withdrawal from you Health Savings Account, you have the following convenient options:

- 1. Request via your health plan **Web site**
- 2. Use your **HSA debit card** at the point of sale
- 3. Submit a withdrawal request **via mail**
- 4. HSA check (see enclosed signature card)

BENEFICIARY(IES) DESIGNATION

Please complete all information for each beneficiary to ensure your account is set up accurately. The total allocations to your beneficiary(ies) must equal 100%.

Primary **Contingent**

Beneficiary Name: _____ SSN: _____ Birth Date: _____
Street address: _____
City: _____ State: _____ Zip: _____ Relationship: _____ Share: _____ %

Primary **Contingent**

Beneficiary Name: _____ SSN: _____ Birth Date: _____
Street address: _____
City: _____ State: _____ Zip: _____ Relationship: _____ Share: _____ %

Primary **Contingent**

Beneficiary Name: _____ SSN: _____ Birth Date: _____
Street address: _____
City: _____ State: _____ Zip: _____ Relationship: _____ Share: _____ %

If you wish to name additional beneficiaries, please attach a document to this application that indicates name, street address, SSN, birth date, relationship of beneficiary, and state if a Primary or Contingent Beneficiary.

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal portions (or in the specified portions, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal portions (or in the specified portions, if indicated). If my spouse is the sole Primary Beneficiary, my surviving spouse will become the account owner in the event of my death.

Disclaimer For Community and Marital Property States: The Account Owner's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, the custodian disclaims any warranty as to the effectiveness of the Account Owner's beneficiary designation or as to the ownership of the account after the death of the Account Owner's Spouse. For additional information, please consult your legal advisor.

PRIVACY PRINCIPLES

You are receiving this notice because you own or are considering establishing a new account. PFPC Trust Company is committed to maintaining the privacy of Account Owners and to safeguarding their nonpublic personal information. PFPC Trust Company collects nonpublic personal information from Account applications and other forms that Account Owners send to establish and maintain an account. PFPC Trust Company may also have access to specific information regarding an Account Owner's transactions with the Funds. PFPC Trust Company does not disclose any nonpublic personal information about any Account Owner or former Account Owner to anyone, except as permitted by law or as necessary in order to service the account. PFPC Trust Company restricts access to nonpublic personal information about the Account Owners to our employees with a legitimate business need for the information. PFPC Trust Company maintains physical, electronic and procedural safeguards designed to protect the nonpublic personal information of Account Owners.

SIGNATURE

I (the Account Owner) certify under penalties of perjury that I am a U.S. person (including a U.S. resident alien) and my Social Security Number is true, correct and complete and that this number is my respective Taxpayer Identification Number. (If you are a foreign person, use the appropriate Form W-8.)

I hereby establish a Health Savings Account ("HSA") and appoint PFPC Trust Company as my HSA Custodian. I have received, read and agree to the terms, conditions and disclosure contained in this Application and Adoption Agreement, which includes the Disclosure Statement and Custodial Account Agreement. I have also received and read the Bank Disclosure Form and the current prospectus for each Fund that I have designated for investment. All dividends, and distributions from the Fund shares or accounts held in this HSA will be reinvested in shares of the Fund from which received. Subject to the \$2,000 initial balance requirement in the Bank Portion (and the \$2,000 minimum balance thereafter), each subsequent contribution will be invested based on my authorized instructions received with the contribution or as provided in this document. The Custodian, upon authorized instructions, may buy, sell or exchange any mutual funds shares in the HSA for any other mutual fund shares available in this HSA program in accordance with the then current Fund prospectus. I direct that my contribution be invested as indicated in this document, and I direct that all benefits upon my death be paid as indicated above. I understand and agree that the Custodian is not responsible for any assets until received nor for determining the propriety of any contributions made to the HSA. I understand I should not use my HSA debit card for non-qualifying or non-medical purposes and that I am responsible for any IRS penalties. I further understand that I am responsible for any and all tax consequences if I submit an HSA withdrawal form or use my debit card for any non-qualifying or non-medical transaction. I agree to hold the Custodian harmless for its actions hereunder which were directed by me and will indemnify the Custodian for any and all claims and costs arising from transactions executed by the Custodian or its agents based on directions received from me, including but not limited to, court costs, attorney fees and other expenses incurred. I understand that this HSA is subject to the monthly administration fees and other charges set forth in the current HSA fee schedule and agree to pay such fees and charges if not paid by my Employer. I understand that, in addition to such fees and charges, the Custodian may be reimbursed for all reasonable expenses incurred in connection with this HSA. I further understand that the underlying mutual funds charge investment management fees and other expenses that are described in the applicable prospectuses. I acknowledge that I am responsible for determining my eligibility to participate in this HSA, the amount and deductibility of contributions hereunder, the taxation of any distributions from this HSA, and that no tax advice has been provided to me by the Custodian. The information I have provided is true and complete.

I certify that I:

1. Am currently covered under a high deductible health plan (HDHP)
2. Am **not** covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage)
3. Am **not** enrolled in Medicare
4. **Cannot** be claimed as a dependent on another person's tax return

HSA Account Owner's Signature

Date

MAILING INSTRUCTIONS

Please mail your completed application, any additional forms, if applicable, or contribution checks to the address noted below.

First Class Mail

PNC Bank Health Savings Account Services
P.O. Box 9776
Providence, RI 02940-9776

Overnight Mail

PNC Bank Health Savings Account Services
101 Sabin Street
Pawtucket, RI 02860-2348

Please visit www.smart-hsa.com/medmutual to access your account or enroll on-line.

Shares of mutual funds are not deposits or obligations of, or guaranteed or endorsed by, any bank nor are they federally insured or otherwise supported by the FDIC, the Federal Reserve Board or any other agency.

Services to your Account are provided by PFPC Trust Company (the Custodian), its affiliates, and your Health Plan. None of the service providers is providing investment, tax or legal advice or recommendations as to any investment product. You should consult a qualified advisor for advice specific to your own circumstances.

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IRS APPROVED FORM

Your HSA Custodial Account Agreement is the Internal Revenue Service's (IRS) model contained in the IRS Form 5305-C. Certain additions have been made in Article XI and XII of the form. By following this form, your HSA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the HSA. **This form cannot be used in connection with Traditional, Roth, SEP, and SIMPLE IRAs or Coverdell ESAs.**

(Under Section 223(a) of the Internal Revenue Code) (August 2004) Form 5305-C

The account owner, whose name appears in the accompanying Application & Adoption Agreement, is establishing a Health Savings Account (HSA) under section 223 exclusively for the purpose of paying or reimbursing medical expenses of the account owner, his or her spouse, and dependents. The Custodian, PFPC Trust Company, has given the account owner the required disclosure statement.

The account owner (referred to herein as the "Account Owner") and the Custodian make the following agreement:

ARTICLE I

- 1.01 The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any Account Owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
- 1.02 Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
Contributions received between January 1 and the filing date of the Account Owner's federal tax return (excluding extensions) shall be treated as a contribution for the current tax year unless Account Owner provides written notice at the time of such contribution that it is for the preceding taxable year.
- 1.03 Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) must be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
- 1.04 You may have the one-time option to execute a tax-free rollover of funds from an existing Flexible Spending Account (FSA) or Health Reimbursement Arrangement (HRA) to your HSA. These rollovers are subject to additional rules and limitations. Rollovers from the FSA or HRA are treated as rollover contributions to the HSA and therefore do not decrease the amount that may be contributed to the HSA during the year.
- 1.05 You are permitted to execute a one-time tax-free trustee-to-trustee transfer of funds from an existing Individual Retirement Account (IRA) to the HSA. These transfers are subject to additional rules and limitations. IRA transfers are not treated as rollover contributions; therefore they decrease the amount that may be contributed to the HSA during the given year of the transfer.

ARTICLE II

- 2.01 For an eligible individual with self-only coverage, the maximum annual dollar limit for 2009 is \$3,000 (\$3,050 for 2010). For an eligible individual with family coverage, the maximum annual dollar limit for 2009 is \$5,950 (\$6,150 for 2010). These dollar limits are adjusted each calendar year for cost-of-living adjustments, rounded to the nearest multiple of \$50.
- 2.02 Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- 2.03 For calendar year 2009, an additional \$1,000 catch-up contribution may be made for an Account Owner who is at least age 55 and not enrolled in Medicare. The catch-up contribution increases to \$1,000 in 2009 and later years.
- 2.04 Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.
- 2.05 Transfers from FSAs and HRA are treated as rollovers to the HSA and do not decrease the amount that may be contributed to the HSA during the year.
- 2.06 A transfer from an IRA is not considered a roll-over to the HSA, and will decrease the amount that may be contributed to the HSA during the year.

ARTICLE III

- 3.01 It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

ARTICLE IV

- 4.01 The Account Owner's interest in the balance in this custodial account is nonforfeitable.

ARTICLE V

- 5.01 No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
- 5.02 The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
- 5.03 Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975 of the Internal Revenue Code).

ARTICLE VI

- 6.01 Distributions of funds from this HSA may be made upon the direction of the Account Owner.

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- 6.02 Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Account Owner's gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
- 6.03 The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Account Owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

ARTICLE VII

- 7.01 If the Account Owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:
- 7.02 If the beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
- 7.03 If the beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the Account Owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

ARTICLE VIII

- 8.01 The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
- 8.02 The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

ARTICLE IX

- 9.01 Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

ARTICLE X

- 10.01 This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Adoption Agreement.
- The Custodian has the right to amend this Agreement from time to time. Any amendment the Custodian makes to comply with the provisions of the Code or IRS published guidance does not require the Account Owner's consent. Any additional articles in this agreement that are inconsistent with Articles I - IX above that should become inconsistent with any present or future law, rule or regulation governing HSAs, shall be deemed to be superseded or modified to conform to the new law, rule or regulation, but in all other respects this agreement shall be considered enforceable. Other amendments to this agreement may be made with the consent of the Custodian and the Account Owner.

ARTICLE XI-ADDITIONAL PROVISIONS

11.01 **Applicable Law; WAIVER OF JURY TRIAL:**

Except to the extent superseded by federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.

BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS CUSTODIAL AGREEMENT OR THE HSA.

11.02 **Investment:**

All funds in the Custodial Account (including earnings) will be deposited into an FDIC-insured, interest-bearing account held in the name of the Custodian at PNC Bank, National Association (the "Bank"), an affiliate of the Custodian, or invested in shares of one or more of the registered investment companies ("mutual funds"), or portfolios thereof, which have been designated by the Custodian as eligible for investment under this Custodial Account. The bank account shall be referred to herein as the "Bank Portion." The mutual funds and portfolios shall be collectively referred to herein as the "Funds" and the shares of the Funds shall be collectively referred to as "Fund Shares." Fund Shares shall be purchased at the public offering price for Fund Shares next to be determined after receipt of the contribution by the Custodian or its agent. The Custodian has the right to change the menu of mutual funds made available for investment in the HSA by providing the Account Owner 30 days' notice (if practical under the circumstances). Initial contributions are limited to the Bank Portion. Once the Account Owner's balance reaches a minimum balance established by the Custodian, the Account Owner may transfer money from the Bank Portion into any of the mutual funds available in the HSA or may direct new contributions to these mutual funds. Account Owner has the exclusive responsibility for and control over the investments in the HSA.

11.03 **Contributions:**

- (a) Contributions to your HSA will typically be posted and made available for withdrawal one business day after the day the contribution is received, depending upon the method of the contribution. Contributions by electronic funds transfer will generally be available on the day the Custodian determines the contribution was made. Automated Clearinghouse (ACH) credits to your HSA will be available on the day of receipt by the Custodian. ACH debits from other accounts to your HSA will generally be available two banking days after the request is submitted to the ACH system. ACH credits to your HSA will be treated as a current year contribution and ACH debits to your HSA will be treated as current year withdrawals from your HSA for tax purposes. Contributions by check will generally be available no earlier than three banking days after the day of the contribution. In certain circumstances, longer delays in availability may apply.
- (b) If funds are being credited to your HSA through payroll deduction, please check with your employer regarding the timing and application of the payroll deposits to the Custodian's system. The amount that you contribute through payroll deductions or other funding sources and how much your employer or any other person or entity contributes on your behalf will be determined solely by agreement between you and your employer or you and such other contributors. The Custodian reserves the right to make adjustments to your HSA account balances to correct funding errors on contributions to your HSA and to withdraw any funds that should not have been placed in your

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HSA. Your HSA is an individual custodial account established by you pursuant to Federal tax law, and it is neither endorsed nor sponsored by your employer or any other third party. The HSA is not part of an ERISA benefit plan, even if your employer contributes to your HSA or pays your custodial fees, or you make pre-tax contributions under a cafeteria plan.

- (c) The Custodian may refuse, limit or return any contributions received for your HSA. In particular, the Custodian reserves the right to limit the first time on-line contribution from your newly linked bank account to a maximum of \$100.00. In addition, we may return contributions deposited on your behalf.

11.04 Notices and Statements:

- (a) The Custodian agrees to forward, or to cause to be forwarded, to every Account Owner the Bank Disclosure Form and the then-current prospectuses for the funds selected by the Account Owner for investment, and thereafter shall forward, or cause to be forwarded, to the Account Owner all notices, proxies and related proxy soliciting materials applicable to said Fund Shares received by the Custodian. All notices to be given by the Custodian to the Account Owner shall be deemed to have been given when delivered electronically (if applicable) or mailed to the address of the Account Owner indicated by the Custodian's records. Account owner must notify the Custodian of any change of address.
- (b) In addition, the Custodian shall periodically cause to be mailed or delivered electronically (if applicable) to the Account Owner an account statement that identifies all transactions affecting the custodial account during the relevant period and the account holdings as of the end of such period. If, within 60 days after such mailing, the Account Owner has not given the Custodian written notice of any exception or objection thereto, the account statement shall be deemed to have been approved and, in such case or upon the written approval of the Account Owner, the Custodian and the Funds shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.

11.05 Amendments:

The Custodian has the right to amend this agreement at any time. Any amendment the Custodian makes to comply with the Code and related regulations do not require the Account Owner's consent. Except as hereafter provided, the Custodian will give the Account Owner 30 days' prior written notice of any amendment. In case of an amendment, including a retroactive amendment, required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Account Owner (or Designated Beneficiary, if applicable) shall be deemed to have consented to any such amendment unless the Account Owner (or Designated Beneficiary) notifies the Custodian to the contrary within 30 days after notice to the Account Owner and requests a distribution or transfer of the balance in the account.

11.06 Resignation, Assignment and Removal of Custodian:

- (a) The Custodian may resign at any time by giving at least 30 days' written notice to the Account Owner. The Custodian may resign and appoint a successor custodian or trustee to serve under this agreement or under another governing instrument selected by the successor custodian or trustee by giving the Account Owner written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include a copy of such other governing instrument, if applicable, and the related disclosure statement. The Account Owner shall then have 30 days from the date of such notice to either request a complete distribution of the account balance or designate a different successor custodian or trustee. If the Account Owner does not request distribution of the account or designate a different successor within such 30 days, the Account Owner shall be deemed to have consented to the appointment of the successor custodian or trustee and the terms of any new governing instrument, and neither the Account Owner nor the successor shall be required to execute any written document to complete the transfer of the account to the successor custodian or trustee. The successor custodian or trustee may rely on any information, including beneficiary designations, previously provided by the Account Owner. The Custodian may, in its sole discretion, resign as Custodian of this HSA in accordance with the first sentence of this paragraph, and in lieu of appointing a successor custodian or trustee; distribute the assets of the account to the Account Owner (or to the Designated Beneficiary if the Account Owner has died). The Custodian shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences the Account Owner may incur that result from the transfer or distribution of the assets in the HSA pursuant to this section.
- (b) The Account Owner may at any time remove the Custodian and replace the Custodian with a successor custodian or trustee of the Account Owner's choice by giving 30 days' written notice to the Custodian. In such event, the Custodian shall then deliver the assets of the account as directed by the Account Owner. However, the Custodian may retain a portion of the assets of the HSA as a reserve for payment of any anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of such fees and expenses.
- (c) The Custodian reserves the right to assign your HSA without your prior consent provided that such assignee is qualified under the Code to be an HSA custodian or trustee. The Custodian will notify you if your HSA is assigned to another custodian or trustee.
- (d) Successors, Assigns and Agents. If the Custodian changes its name, reorganizes, merges with another organization (or comes under the control of any Federal or State agency), or if the Custodian is bought by another organization, that organization or agency shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA custodian or trustee. If the new entity is not qualified to be an HSA custodian or trustee, the HSA will be terminated effective as of the date the new entity takes control and all funds in your HSA will be distributed in accordance with the termination provisions set forth herein.

11.07 Custodian's Fees and Expenses:

- (a) The Account Owner agrees to pay the Custodian any and all fees specified in the Custodian's current fee schedule. The Custodian may change the fee schedule at any time by giving the Account Owner thirty (30) days' prior written notice.
- (b) The Account Owner agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with the account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.
- (c) All such fees, taxes, and other administrative expenses will be deducted from the HSA if not paid by the Account Owner or Employer, and you hereby authorize us to do so.
- (d) In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the HSA assets, the Custodian reserves the right to withhold any payment from the Custodial Account, to request a court ruling to determine the disposition of the HSA assets, and to charge the Custodial Account for any expenses incurred in obtaining such legal determination.

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- (e) The Custodian's fees and its expenses are in addition to the investment management fees and other expenses associated with the underlying Funds, which are described in the applicable prospectuses. The Account Owner should read the prospectus carefully before sending or contributing any money.
- (f) The Custodian and its affiliates may earn additional fees in connection with any services (including service agent fees) they provide to the underlying Funds.
- (g) Account Owner understands and agrees that the Custodian or its affiliates may benefit directly or indirectly from any credit, interest or earnings ("float") accrued on uninvested cash during a period of time in which a distribution check is outstanding, an investment transaction is pending, or any similar transaction is in progress.
- (h) Bank may receive interest earnings on balances in the Bank Portion of your HSA.
- (i) The Custodian or its affiliates (including Bank) may receive interchange fees for use of the debit cards. The fees may vary and are subject to change, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions generally.

11.08 Rollovers and Transfers:

The Custodian shall have the right to receive rollover and transfer contributions as described in Article I of this Agreement. The Custodian will accept rollover or eligible transfer contributions only in the form of cash (e.g., check, ACH). In-kind rollover contributions are not permitted. The Custodian may also accept amounts transferred to this HSA from the custodian or trustee of another HSA. However, the Custodian reserves the right not to accept any transfer or rollover in its sole discretion. Any amounts received or transferred by the Custodian under this paragraph shall be accompanied by such records and other documents, as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

11.09 Distributions and Withdrawals:

- (a) Distributions from your HSA may be made at any time upon your direction. Only your balance in the Bank Portion of your HSA is eligible for withdrawal or distribution. Any assets invested in the mutual funds must be transferred to the Bank Portion before such assets are eligible for withdrawal or distribution. The Custodian is not responsible for determining whether the distributions for the Account Owner, spouse and dependents are for qualified medical expenses as defined in Section 213(d) of the Code. In situations where the requested withdrawal of funds is greater than the available balance in the Bank Portion, the Custodian will not permit the withdrawal or transfer. If your HSA becomes overdrawn for any reason, you agree to make an immediate deposit of funds sufficient to cover the overdraft. In such cases where your balance in the Bank Portion becomes overdrawn, we may charge a fee for such overdrafts.
- (b) The Custodian reserves the right to limit the frequency and minimum dollar amount of withdrawals. The Custodian may request any withdrawals or transfers must be in writing on the form provided by the Custodian. The Account Owner is responsible for making all withdrawals in accordance with the Code and applicable regulations. Distributions shall be made in accordance with this Agreement and applicable law in the event of the Account Owner's death. The Custodian shall not be liable for any penalties or taxes related to withdrawals or distributions from the HSA.
- (c) Each Account Owner will be issued a debit card(s) to access the funds available in the Bank Portion. The debit card and accompanying Cardholder Agreement which describes the terms and conditions governing use of the card (including all limitations of liability) will arrive under separate cover and are incorporated into and made part of this Agreement.
- (d) The Custodian may permit you to appoint, through written notice acceptable to the Custodian, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact); however, the Custodian has no duty to determine the validity of such appointment or any power of attorney or other instrument appointing such authorized agent. The Custodian shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions or failures to act by your authorized agent. You will have 60 calendar days after you receive any documents, statements or other information to notify the Custodian in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify the Custodian within 60 calendar days, the documents, statements or other information shall be deemed correct and accurate, and the Custodian shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.
- (e) You acknowledge that you may only take a distribution to the extent there are sufficient funds in your HSA. You acknowledge and understand that the Custodian has no obligation to honor a distribution when there are insufficient funds in your HSA. If your HSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft. The Custodian reserves the right to pay distributions you make from your HSA in any order it determines without regard to the method of withdrawal. The order in which you take distributions may not be the same as the order in which the Custodian posts those transactions to your HSA.
- (f) If the Custodian fails to receive directions from the Account Owner regarding any transaction or if the Custodian receives ambiguous directions regarding any transaction, or the Custodian in good faith believes that any transaction requested is in dispute, the Custodian reserves the right to take no action until further clarification acceptable to the Custodian is received from the Account Owner or the appropriate government or judicial authority. The Custodian shall not be responsible for losses of any kind that may result from the Account Owner's directions to the Custodian or the Account Owner's actions or failures to act, and the Account Owner agrees to reimburse the Custodian for any losses it may incur as a result of such directions, actions or failures to act. The Custodian shall not be responsible for any penalties, taxes, judgments or expenses the Account Owner incurs in connection with the Account Owner's HSA. In no event shall the Custodian be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

11.10 Representations and Responsibilities:

- (a) The Custodian is entitled to rely upon information and instructions received with respect to your HSA, and has no obligation to make further investigation or inquiry except as required by law. The Account Owner represents and warrants that all information and instructions given to the Custodian by the Account Owner are complete and accurate and that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Account Owner or Account Owner's Designated Beneficiary(ies). The Account Owner agrees to be responsible for all tax consequences arising from contributions to and distributions from this Custodial Account and acknowledges that no tax or legal advice has been provided by the Custodian. The Account Owner is solely responsible for determining his or her eligibility to participate in this HSA, including the amount and deductibility of HSA contributions to or for distributions from the HSA for federal and/or state income tax purposes. The Account Owner is solely responsible for determining whether or not the health plan meets the requirements of a High Deductible Health Plan and whether any payments from the HSA are used for medical expenses.

CUSTODIAL ACCOUNT AGREEMENT

- (b) Neither the Custodian, its affiliates nor the Funds shall be responsible for any losses, penalties or other consequences to the Account Owner, Designated Beneficiary or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.
- (c) Neither the Custodian, its affiliates nor the Funds shall be liable (and neither assumes any responsibility) for the collection of contributions or the propriety of any contribution under this Agreement, or the purpose or propriety of any distribution made in accordance with the Account Owner's written instructions, which matters are the sole responsibility of the Account Owner. For clarification, the Account Owner is also solely responsible for any tax consequences of distributions initiated through checks or debit card transactions.
- (d) By performing services under this Agreement, the Custodian is acting as your agent and is not acting in a discretionary or fiduciary capacity. You acknowledge and agree that nothing in this Custodial Agreement shall be construed to confer fiduciary status upon the Custodian for any purpose. Neither the Custodian nor any of its affiliates or other service providers shall provide any investment advice to you in connection with your HSA nor do we or our service providers have any duty to review and monitor any mutual fund investments you hold in your HSA. Although the Custodian reserves the right to replace any investment option at its sole discretion, the Custodian will have no duty to monitor or replace the mutual funds that are made available to Account Owner as HSA investments and the Custodian makes no representations as to the quality or performance of any investment options. The Custodian will have no liability or responsibility for the investment decisions made by you and shall not be liable for any loss which results from your exercise of investment control over your HSA. Account Owner shall have and exercise exclusive responsibility and control over the investment of any funds within the HSA, and the Custodian has no duty to question the investment directives provided by Account Owner.
- (e) The Account Owner, Designated Beneficiary, and their successors, heirs and assigns, including any executor or administrator of the Beneficiary, shall, to the extent permitted by law, indemnify and hold the Custodian and the Funds and their successors and assigns harmless from any and all claims, actions or liabilities of the Custodian, except such as may arise from the Custodian's own bad faith, negligence, or willful misconduct.

11.11 Limitations of Liability:

- (a) The Custodian shall not be liable for any losses, damages, costs, penalties or expenses the Account Owner incurs as a result of the Account Owner's or any third party's failure to make contributions to the HSA. The Custodian cannot enforce a third party's requirement to make contributions to the HSA or notify the Account Owner regarding the same. Any agreement between the Account Owner and any third party, including the Account Owner's employer, is outside the scope of this Agreement. As such, the Account Owner is responsible for contacting any third party regarding its contributions and monitoring those contributions. The Custodian shall not be liable for any statements, representations, actions or inactions of any insurance agent or agency that sold the Account Owner an insurance plan in connection with the HSA. Subject to the limitations of applicable laws and regulations, the Account Owner agrees to indemnify and hold the Custodian harmless from any and all liability, damage or cost (including attorney's fees) it may incur in connection with any check or debit card transaction; unless such liability is caused by the Custodian's gross negligence or willful misconduct.
- (b) The Custodian shall not be deemed in default of this Agreement nor held responsible for any cessation, interruption or delay in the performance of obligations hereunder due to causes beyond our reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, equipment or utility failure, the inability to obtain sufficient materials or services required in the conduct of our business (including Internet access) or any change in or the adoption of any law, judgment or decree.
- (c) **Disputes Involving Your Account.** To the fullest extent permitted by law, the Account Owner shall be liable to the Custodian for any loss, costs, or expenses, including reasonable attorney's fees, that the Custodian or its affiliates may incur as a result of any dispute involving your HSA (including, without limitation, checks and debit cards). To the fullest extent permitted by law, you authorize the Custodian to deduct any such loss, costs or expenses from your HSA without prior notice to you. This obligation includes disputes between the Custodian and the Account Owner involving the HSA and situations where the Custodian becomes involved in disputes between the Account Owner and someone the Account Owner authorized to access the HSA (including via debit card or check) or a third party claiming an interest in the HSA, including without limitation any action which causes the Custodian to seek the advice of counsel, even though the Custodian does not actually become involved in the dispute.
- (d) **Limitation of Liability for Failure to Complete Transactions.** For the avoidance of doubt, neither the Custodian nor its affiliates will be liable to you or anyone claiming through you for failure to complete a particular distribution or withdrawal transaction ("Transaction") if:
- through no fault of ours, you do not have a sufficient available balance in the Bank Portion to make the Transaction;
 - any device, card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
 - your account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
 - circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
 - you have failed to enter your correct PIN (for debit cards) after the maximum number of attempts permitted;
 - you failed to use the device, card or computer system in accordance with instructions;
 - we have limited or refused to complete the particular type of Transaction for security reasons; or
 - we have reason to believe that the requested Transaction is unauthorized. There may additional exceptions or limitations stated elsewhere in this Agreement or other agreements or as otherwise notified to you by the Custodian.
- (e) **Timing of Error Resolution Process.** If your account statement shows Transactions that you did not make, tell the Custodian at once. Similarly, tell the Custodian immediately if you think your account statement or Transaction record is wrong or if you need more information about your Transaction listed on the account statement or Transaction record. If you do not tell the Custodian within 30 days after the account statement was FIRST mailed to you, you may not get any money back. If you notify the Custodian about Transactions you did not make, the Custodian or its agents will promptly investigate your claim. If you timely report the loss or theft of a debit card or other Transaction you did not make and, if applicable, timely send your complaint or question in writing, and the Custodian or its agent determines there was an error or unauthorized Transaction(s), the Custodian will re-credit your account in an amount corresponding to such error or unauthorized Transaction(s). In contrast, if (a) you fail to timely report the loss or theft of a debit card or other Transaction you did not make or fail to timely send your complaint or question or (b) if the Custodian or its agent determines that there was no error or unauthorized Transaction(s), you will not be reimbursed for the amounts claimed and, if applicable, we will reverse any applicable credit that may have been provided to your account.

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(f) **THE CUSTODIAN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY TYPE OF NATURE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF THE CUSTODIAN HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE CUSTODIAN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, STATUTORY OR IMPLIED.**

11.12 Designated Beneficiary:

Except as may be otherwise required by state law, in the event of the Account Owner's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the Account Owner on a beneficiary designation form acceptable to and filed with the Custodian. The Account Owner may change the designated beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Account Owner, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the account will be payable to the Account Owner's Spouse, and if the Spouse has predeceased the Account Owner or the Account Owner has no Spouse, the benefit will be payable to the Account Owner's estate. If the Account Owner's Designated Beneficiary is his or her spouse, the spouse may elect to treat this HSA as the spouse's own HSA.

11.13 Return of Mistaken Distributions:

An Account Owner may repay to his or her HSA distributions made from the HSA on account of a reasonable mistaken belief that an expense paid or reimbursed by the HSA was a qualified medical expense no later than April 15 of the year following the year the Account Owner knew or should have known that the distribution was a mistake but in no event later than June 30 of the year following the year the distribution was made. The Custodian may rely on the Account Owner's representation that the distribution was a mistaken distribution that qualifies for a return as provided herein.

11.14 Liquidation of Assets:

The Custodian reserves the right to liquidate assets in an HSA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the HSA. If an Account Owner fails to direct the Custodian as to which assets to liquidate, the Custodian will decide in its complete and sole discretion and the Account Owner agrees not to hold the Custodian or its affiliates liable for any adverse consequences that result from that decision.

11.15 Investment Provisions:

All contributions to the HSA unless otherwise required by this HSA program shall be invested and reinvested by the Custodian as directed by the Account Owner.

11.16 Nominee:

The shareholder of record of all fund Shares, as reflected on the books and records of each Fund, shall be the Custodian or its nominee.

11.17 Termination:

This Agreement shall terminate coincident with the complete distribution of the assets of the custodial account.

11.18 Agents:

The Custodian is authorized to hire agents (including any transfer agent for Fund Shares) to perform any of its duties under this agreement.

11.19 Income Taxes:

The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. Account Owner is solely responsible for determining the state income tax consequences of establishing, contributing to and taking distributions from an HSA. In determining the taxable amount of a distribution, the Account Owner shall rely only on his or her federal tax records.

11.20 Information:

If your employer has made this product available to you, you hereby authorize the Custodian to provide information about your account, including your account number, to your employer (if applicable) and those acting on behalf of your employer or the Custodian (if applicable), in connection with the establishment and maintenance of your account. You acknowledge that your employer and all others acting on behalf of your employer (if applicable), may also provide information to the Custodian on your behalf to establish and maintain your account.

11.21 Inactivity:

An account is deemed to be "Inactive" during that period of time in which you have not made any contributions or withdrawals from the account. An account will be classified as "dormant" when the account has been Inactive and we have had no contact with you for one year (12 months) and your account statement has been returned by the post office as undeliverable for any reason. In accordance with governing state law, accounts which have been Inactive or Dormant for the statutory number of years will be transferred to the state or other governmental agency.

ARTICLE XII-GLOSSARY OF TERMS

12.01 Account Owner:

Generally the individual on whose behalf the HSA is established and who meets the definition of an Eligible Individual.

12.02 Adoption Agreement:

The form furnished by the Custodian used to establish the HSA. The Adoption Agreement is deemed to be a part of this Custodial Agreement.

12.03 Archer MSA or Medical Savings Account (MSA):

A medical savings account described in Section 220 IRC.

12.04 Bank Portion:

The HSA Bank Portion is an FDIC-insured, interest-bearing bank account with PNC Bank, an affiliate of the Custodian. Interest begins to accrue no later than the business day that the funds received by the Custodian are deposited into the Bank Portion. The daily balance method is used to calculate interest on the account. Interest is compounded monthly and credited to the account monthly. The interest rates are subject to change at any time. Additional details are contained in the Bank Disclosure Form.

CUSTODIAL ACCOUNT AGREEMENT

- 12.05 **Code:**
Refers to the Internal Revenue Code, as amended.
- 12.06 **Dependents:**
Dependents include any individuals who receive over half of their support for the calendar year from the taxpayer as defined in Section 152 IRC.
- 12.07 **Designate Beneficiary:**
The term "designated beneficiary" means the person or persons named by the Account Owner as beneficiary of the account upon the death of the Account Owner.
- 12.08 **Employer:**
The Employer includes the Account Owner's employer, the employer of the Account Owner's spouse, or a self-employed individual. All employers that are members of a controlled group under Section 414 are considered a single employer for purposes of these rules.
- 12.09 **Eligible Individual:**
The term "eligible individual" means with respect to any month, any individual who:
- (a) is covered under a high deductible health plan (HDHP) as of the first day of such month;
 - (b) is not also covered under any other health plan that is not a HDHP while being covered by the high deductible health plan;
 - (c) is not enrolled in benefits under Medicare; and
 - (d) cannot be claimed as a dependent on another person's income tax return.
- The rule that requires that the eligible individual not be covered under any other health plan does not include:
- (a) coverage for any benefit provided by "permitted insurance"; and
 - (b) coverage (whether through insurance or otherwise) for accidents, disability, dental care, vision care, or long-term care.
- 12.10 **Flexible Spending Account (FSA):**
A flexible spending plan described in Section 125 IRC.
- 12.11 **Health Reimbursement Arrangement (HRA):**
A Health Reimbursement Arrangement described in Sections 105 or 106 IRC.
- 12.12 **Health Savings Account (HSA):**
A health savings account described in Section 223 IRC.
- 12.13 **High Deductible Health Plan (HDHP):**
Generally, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses. In the case of self-only coverage, the High Deductible Health Plan's 2009 annual deductible cannot be less than \$1,150 (\$1,200 for 2010). In the case of any other coverage (family coverage), the 2009 annual deductible cannot be less than \$2,300 (\$2,400 for 2010).

In 2009, the sum of the annual deductible and the other annual out-of-pocket expenses required to be paid under the plan (other than for premiums) for covered benefits may not exceed \$5,800 (\$5,950 for 2010) for self-only coverage, and \$11,600 (\$11,900 for 2010) for family coverage. In the case of family coverage, a plan is an HDHP only if, under the terms of the plan and without regard to which family member or members incur expenses, no amounts are payable from the HDHP until the family has incurred annual covered medical expenses in excess of the minimum annual deductible. A plan does not fail to be an HDHP merely because it does not have a deductible (or has a small deductible) for certain preventive care. Except for certain preventive care, a plan may not provide benefits for any year until the deductible for that year is met.

A High Deductible Health Plan shall not include a plan where substantially all of the coverage is for accidents, disability, dental care, vision care, or long-term care. Also, a high deductible health plan shall not fail to be treated as an HDHP merely because the individual has coverage for any benefit provided by "permitted insurance". Permitted insurance is insurance under which substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.
- 12.14 **Medical Care:**
Medical Care includes amounts paid for the types of medical care described in Section 213(d) IRC.
- 12.15 **Permitted Insurance:**
Permitted insurance shall include the types of insurance described in Section 223(c)(3) IRC.
- 12.16 **Qualified Medical Expenses:**
Qualified medical expenses include amounts paid with respect to the individual, the individual's spouse, and the individual's dependents, for medical care defined under Section 213(d) if such amounts are not compensated for by insurance or otherwise. Qualified Medical Expenses do not include any payment for insurance, except in the following cases:
- (a) a health plan during any period of continuation coverage required under any Federal law;
 - (b) a qualified long-term care insurance contract (as defined in section 7702B(b));
 - (c) a health plan during a period in which the individual is receiving unemployment compensation under any federal or state law; or
 - (d) in the case of an Account Owner who has attained the age specified in section 1811 of the Social Security Act, any health insurance other than a Medicare supplemental policy (as defined in section 1882 of the Social Security Act).
- 12.17 **Custodial account:**
The term Custodial account means the account established under the terms of this HSA Agreement.
- 12.18 **Custodian:**
PFPC Trust Company.

CUSTODIAL ACCOUNT AGREEMENT

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code.

Purpose of Form

Form 5305-C is a model (nonmandatory) custodial account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the account owner and the custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the account owner.

Do not file Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50 2004-33 I.R.B. 196, Publication 969, and other IRS published guidance.

Definitions

Identifying Number. The account owner's social security number will serve as the identification number of this HSA for income tax purposes. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

High Deductible Health Plan (HDHP). For calendar year 2009 and 2010, an HDHP for self-only coverage has a minimum annual deductible of \$1,150 and \$1,200 respectively and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$5,800 and \$5,950 respectively. For calendar year 2009 and 2010, an HDHP for family coverage has a minimum annual deductible of \$2,300 and \$2,400 respectively and an annual out-of-pocket maximum of \$11,600 and \$11,900 respectively. These limits are subject to cost-of-living adjustments after 2009.

Self-only coverage and family coverage under an HDHP. Family coverage means coverage that is not self-only coverage.

Qualified medical expenses. Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account owner, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

Custodian. A custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

Specific Instructions

Article XI. Article XI and any that follow it may incorporate additional provisions that are agreed to by the account owner and custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions. Attach additional pages if necessary.

FEE SCHEDULE

There are fees associated with maintaining your HSA. This includes monthly administrative and other related fees. We will notify you or your Employer if your employer has arranged to pay fees, of the HSA fees. We will also notify you (or your Employer) in advance of any changes to the fees. We may charge you (or your Employer) separately for any fees or expenses, or the Custodian may deduct the amount of the fees or expenses from the assets in the Bank Portion of the HSA, at its discretion. Your monthly account fees, currently \$3.95, may be paid partially or fully paid on your behalf. If you terminate employment or change insurance carriers, the applicable monthly fee (currently \$3.95) will be withdrawn from your account each calendar month following such circumstance.

ADMINISTRATIVE FEES – EFFECTIVE September 1, 2009

Monthly Administrative Fee	\$3.95
Checkbook Order	\$9.50
Stop Check Fee	\$30
Non-Sufficient Funds Fee	\$30
Copy of Check Fee	\$2.50

The Custodian reserves the right to change any of the foregoing fees or charge any additional fee(s) upon 30 days notice to you that the fee(s) will be effective.

Special information for Medical Mutual Consumers Life participants:

Your monthly administration fee is currently being paid by Medical Mutual/Consumers Life. If your high deductible Health Plan coverage under Medical Mutual/Consumers Life is terminated for any reason, the monthly fee will be automatically debited from your HSA.

Account Information

The purpose of this disclosure is to provide certain information with respect to the available health savings account ("HSA") bank account ("Deposit Account") (also called "Bank Portion" in your Disclosure Statement and accompanying documents). The Deposit Account consists of an FDIC-insured interest-bearing bank account at PNC Bank, National Association (the "Bank"), a depository institution affiliate of PFPC Trust Company, the HSA custodian (the "Custodian"). The Deposit Account is available only to individuals participating in certain HSA programs for which the Custodian acts as HSA custodian and/or its affiliate, PNC Global Investment Servicing ("Agent") provides related administrative services. You will not have an individual deposit account at the Bank, nor will you be able to make deposits to or withdrawals from the Deposit Account, directly to or through the Bank. All transactions involving the Deposit Account must be made through the Custodian. In order to increase the portion of your HSA balance which is maintained in the Deposit Account or to make other contributions and withdrawals into or out of the Deposit Account, you must instruct the Custodian to do so. The Custodian will act as your agent in transactions involving the Deposit Account, including making deposits to and withdrawals from the Deposit Account on your behalf. All deposits in and withdrawals from the Deposit Account will be made in the name of the Custodian on behalf of HSA Owners. You will not receive additional documentation, such as a passbook or certificate, with respect to the Deposit Account. Ownership of the Deposit Account at the Bank will be evidenced on the Bank's account records and by records maintained by or on behalf of the Custodian as your custodian and as record keeper for the Bank. There is no limit as to the number of transactions (deposits/withdrawals) that can be requested and processed on your behalf with respect to the Deposit Account. When you use your debit card for a qualifying withdrawal, or when you make other qualifying requests to the Custodian for withdrawals or transfers of funds you have in the your HSA, the Custodian will honor your request in accordance with the Custodial Account Agreement. In accordance with Federal regulations, the Bank reserves the right to require the Custodian to give seven (7) days written notice prior to an intended withdrawal or transfer of funds in the Deposit Account. If the Bank exercises that right, the Custodian's withdrawal of your funds from the Deposit Account may be delayed. If you terminate the Custodian, transfer your funds to another HSA custodian/trustee or close your HSA, all funds held by the Custodian in the Deposit Account on your behalf will be fully liquidated and distributed to you or the successor HSA custodian/trustee, as the case may be, in accordance with your instructions.

Interest on Balances in the FDIC Insured Account

Balance

\$0.01 +

The Bank will determine the applicable interest rate on the Deposit Account in its sole discretion. At the Bank's discretion and without further notice to you, the Bank may, at any time, change the interest rate on the Deposit Account. The interest rate paid with respect to the Deposit Account may be higher or lower than the interest rate available to depositors making deposits directly with the Bank or other depository institutions in comparable accounts. For current interest rate information, please refer to your HSA web site or call the toll-free number, 1-866-966-4729. Interest begins to accrue on the business day the Bank receives credit for the deposit. Interest is compounded monthly and credited to the Deposit Account monthly. The Bank uses the daily balance method to calculate the interest on the Deposit Account. This method applies a daily periodic rate to the principal balance in the Deposit Account each day.

FDIC Insurance Coverage

The Bank is a Member FDIC. Funds on deposit in the Deposit Account are insured by the FDIC, an independent agency of the federal government, up to a maximum amount of \$250,000 (through December 31, 2013¹) (including principal and interest) for all deposits (excluding certain self-directed retirement accounts that are eligible for increased coverage) held in the same capacity with the Bank. Any account or deposit (excluding qualified retirement accounts) that you maintain with the Bank directly, or indirectly through another intermediary, in the same capacity in which you maintain the Deposit Account would be combined with the Deposit Account for purposes of the current \$250,000 limit. Please note that you are solely responsible for monitoring the total amount of all deposits that you hold with the Bank in order to determine the extent of FDIC insurance coverage available to you on your deposits, including the Deposit Account. Also, please note that the maximum insurance amount is subject to change through legislation or regulation. More information about FDIC insurance is available at <http://www.fdic.gov> or call (toll free) 877-275-3342.

Benefit to the Bank

The Bank earns net income from the funds held in the Deposit Account.

¹As of July 2009, Congress has temporarily increased the standard FDIC insurance amount to \$250,000 per depositor. This increase is effective through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000 per depositor for all account categories except certain self-directed retirement accounts, which limit has been and will remain at \$250,000 per depositor. The standard insurance amount and related laws and regulations are subject to change: In the event of such change, the Deposit Account will continue to be insured to the limit that is applicable under the law.

INSTRUCTIONS AND TERMS

PNC HSA Checkwriting Form (Signature Card)



Use this form to:

- Provide your signature and request a checkbook

Before You Begin

All information is required. If you do not provide all information – and the necessary signature – your request will be delayed.

We will print your name and address on all of your checks. Make sure the address you have on file with us is correct, as checkbooks will be sent to your address of record.

Do not use a check to close your HSA. Cancelled checks are not returned to you. Instead, all checking activity will be reported on your statement. To get a copy of a check, call us or visit our Web site: www.smart-hsa.com/medmutual. You may be charged a fee.

If you write a check that exceeds the available amount in our HSA account, the check may be returned.

Terms and Conditions

By signing the form you:

- Agree to be bound by the current and future terms and conditions of the HSA Adoption Agreement and The HSA Custodial Agreement & Disclosure Statement, as they pertain to the use of redemption checks, provided with your debit card.
- Authorize and request the Custodian or its designee to provide you with checks to be written on your HSA account and to accept checks presented for payment.
- Authorize the Custodian to redeem shares and make the necessary distributions from your HSA to pay the check.
- Agree that in acting in accordance with this agreement, the Custodian is liable only for its own negligence.
- Agree not to write any checks and/or request distributions that in total would exceed the balance of your HSA
- Indemnify the Custodian for the PNC HSA, its agents, successors, affiliates, and employees from any liability in the event you fail to meet IRS requirements.
- Understand that this authorization may be terminated by you at any time by written notification to us. Any such notification shall be effective only with respect to entries after receipt of such notification and a reasonable time to act on it.

Please print and write clearly in black ink.

1. PNC HSA Account Number

HSA Account Number									

2. Required Signature

By signing below, you instruct the Custodian to act on all instructions given on this form and you agree to accept all terms and conditions on this form and on the HSA Adoption Agreement and the HSA Custodial Agreement & Disclosure Statement that was provided with your debit card.

HSA's Account Owner's Name and Signature:

Print HSA Account Owner's Name (First, Middle, Last)	

Signature	Date MM/DD/YYYY
X	

Questions? Call PNC Health Savings Account Services at 1-866-966-4729.

Form Completed and signed?

Mail to PNC Health Savings Account Services, P.O. Box 9776, Providence, RI 02940-9776.