

Disclosure Statement

THIS DOCUMENT PROVIDES DISCLOSURES REQUIRED OR RECOMMENDED BY THE FOLLOWING ACTS, RULES, REGULATIONS OR REPORTS.

- > Financial Industry Regulatory Authority™ (FINRA™)
 - Rule 2264 (Margin Disclosure Statement; Effective December 14, 2009)
 - Rule 2266 [Securities Investor Protection Corporation (SIPC)]
 - Rule 2267 (Investor Education and Protection)
 - Rule 4370 (Business Continuity Plans and Emergency Contact Information; Effective December 14, 2009)
- > Gramm-Leach-Bliley Act (Privacy Rules)
- > Internal Revenue Service (IRS) Income Tax Regulations Section 1.408-2(e)(7)(iii) (Nonbank Custodian)
- > IRS Internal Revenue Code (IRC) Section 35.3405-1T (Federal and State Withholding for Retirement Accounts)
- > Joint National Association of Securities Dealers (NASD®)/Industry Task Force on Breakpoints
 - July 2003 Report (Mutual Fund Breakpoints)
- > Municipal Securities Rulemaking Board (MSRB)
 - Rule G-15 (Electronic Confirmations)
- > NASD Rules:
 - 2341 (Margin Disclosure Statement; Effective December 14, 2009, this rule will change to FINRA Rule 2264)
 - 3230 (Carrying Agreements)
 - 3510 (Business Continuity Plans; Effective December 14, 2009, this rule will change to FINRA Rule 4370)
- > FINRA Incorporated New York Stock Exchange® (NYSE®) Rule:
 - 382 (Carrying Agreements)
- > Regulation E of the Board of Governors of the Federal Reserve System (Electronic Transfers)
- > The Securities Exchange Act of 1934 (Exchange Act of 1934)
- > Securities and Exchange Commission (SEC) Regulation S-P (Privacy of Consumer Financial Information)
- > SEC Rules:
 - 10b-10 (Alternative Periodic Reporting)
 - 17f-1
 - Regulation National Market System (NMS) 607 (Customer Account Statements)

PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN IT FOR FUTURE USE. IN PARTICULAR, YOU SHOULD REVIEW "CREDIT AND MARGIN DISCLOSURES," BEGINNING ON PAGE 5.

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DISCLOSURE REQUIRED BY NASD RULE 3230 AND FINRA INCORPORATED NYSE RULE 382

The firm with which you have opened your securities account (account) has retained Pershing LLC (Pershing) to provide certain record keeping or operational services.

These services—such as the execution and settlement of securities transactions, custody of securities and cash balances, and extension of credit on margin transactions—are provided under a written Clearing Agreement between Pershing and your firm.

As a member of FINRA, Pershing is required (under NASD Rule 3230 and FINRA Incorporated NYSE Rule 382) to disclose to you the details of our Clearing Agreement with your firm, which are summarized below.

Responsibilities of Your Firm

Your financial organization has the responsibility to:

- > Approve the opening of your account
- > Obtain necessary documentation to help fight the funding of terrorism and money laundering activities (Note: U.S. law and international best practices require firms to obtain, verify and record information that identifies each person who opens an account. This information may be used to perform a credit check and verify your identity through internal sources or third-party vendors)
- > Service and supervise your account through its own personnel in accordance with its own policies, procedures, applicable laws and regulations
- > Know you and your stated investment objectives
- > Provide appropriate investment advice, recommendations or management services based on your investment objectives
- > Determine whether particular kinds of transactions—such as margin, option and short sale—are appropriate for you
- > Obtain the initial margin as required by Regulation T if a margin account is opened for you
- > Accept and, in certain instances, execute securities orders
- > Know the facts about any orders for the purchase or sale of securities in your account
- > Comply with fair pricing and disclosure responsibilities (if your firm is a market maker in any securities or otherwise trades as principal with you)
- > Correctly identify and promptly forward cash or securities intended for your account to Pershing
- > Supervise the activities of any individual who services your account

- > Resolve any complaints regarding the handling of your account
- > Manage the ongoing relationship that it has with you

Pershing has no involvement and assumes no responsibility in all of the above matters relating to the servicing of your account.

Responsibilities of Pershing

In general, Pershing is only responsible for the services within the scope of the Clearing Agreement that is provided at the request of your firm and contains specific direction regarding your account. As such, Pershing may fulfill the following responsibilities on behalf of your account:

- > Create computer-based account records
- > Process orders for the purchase, sale or transfer of securities (Pershing is not obligated to accept orders directly from you and will do so only in exceptional circumstances)
- > Receive and deliver cash and securities
- > Record such receipts and deliveries according to information provided either by your firm or directly, in writing, by you
- > Hold securities and cash in custody (after it comes into Pershing's physical possession or control)
- > Collect and disburse dividends and interest
- > Process reorganization and voting instructions with respect to securities held in custody
- > Prepare and transmit confirmations of trades to you (or provide facilities to your firm to provide these functions), with the exception of the following transactions, which will alternatively appear on account statements:
 - Systematic investments or withdrawals of investment company products
 - Transactions in money market funds that have no purchase or redemption fees
 - Dividend reinvestments
- > Prepare and transmit periodic account statements summarizing transactions
- > Provide your firm with written reports of all transactions processed for your account to enable your firm to carry out its responsibilities under the Clearing Agreement
- > Assist you and your firm with any discrepancies or errors that may occur in the processing of transactions

If your firm opens a margin account for you, Pershing may:

- > Loan you money for the purpose of purchasing or holding securities (subject to the terms of Pershing's written Margin Agreement, margin policies and applicable margin regulations)
- > Calculate the amount of maintenance margin required and advise you of those requirements (usually through your firm)
- > Calculate any interest charged on your debit balance

In connection with all of the functions that Pershing performs, Pershing maintains the books and records required by law and business practice.

The Clearing Agreement does not encompass transactions in commodities futures contracts or investments other than marketable securities, which Pershing normally processes on recognized exchanges and over-the-counter (OTC) markets. In furnishing Pershing's services under the Clearing Agreement, Pershing may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services and other similar organizations.

This document addresses the basic allocation of functions regarding the handling of your account. It is not meant as a definite enumeration of every possible circumstance, but only as a general disclosure.

Pershing does not control, audit or otherwise supervise the activities of your firm or its employees.

Pershing does not verify information provided by your firm regarding your account or transactions processed for your account.

Pershing does not undertake responsibility for reviewing the appropriateness of transactions entered by your firm on your behalf.

Clear-Through Relationships

In certain circumstances, your account may be introduced to Pershing through an intermediary other than the firm with which you opened your account. This intermediary is commonly called a “clear-through broker,” with the agreement between the clear-through broker and your firm called a “clear-through relationship.”

In this situation, the clear-through broker is the agent of the firm with which you opened your account, and will be identified on your confirmations and statements in the upper left-hand corner.

This disclosure statement should be read to encompass the fact that the two financial intermediaries exist. Therefore, where the context requires, “introducing financial organization” should be read to cover both the clear-through broker and the firm with which you opened your account.

If you have any questions about this, you should contact the firm with which you opened your account.

Complaints

Complaints concerning services provided by Pershing may be directed to:

Complaints
Pershing LLC
Legal Department
One Pershing Plaza, Tenth Floor
Jersey City, New Jersey 07399
(201) 413-3330

EXCHANGE ACT OF 1934

The Exchange Act of 1934 requires that Pershing annually disclose a statement of financial condition, which is provided below as of December 31, 2008:

Pershing Statement of Financial Condition

On December 31, 2009, Pershing’s regulatory net capital of \$1.3 billion was 18% of aggregate debit balances and in excess of the minimum requirement by \$1.2 billion.

A complete copy of the December 31, 2009, Statement of Financial Condition is available at: www.pershing.com/footer/sofc.html

You may also request a free printed copy by calling (888) 860-8510.

NASD RULE 2341 (EFFECTIVE DECEMBER 14, 2009, FINRA RULE 2264)

NASD Rule 2341 (effective December 14, 2009, FINRA Rule 2264) requires certain credit and margin disclosures, including:

Credit and Margin Disclosures

Cash Accounts. At Pershing’s discretion, cash accounts may be subject to interest on any debit balances (in any currency) resulting from:

- > Securities purchased and not paid for by the settlement date
- > Untimely delivery of securities sold
- > Proceeds of sales paid prior to the settlement date
- > Other charges that may be made to the account

Margin Accounts. Purchases of securities on credit, commonly known as “margin purchases,” enable you to increase the buying power of your equity and thus increase the potential for profit or loss.

A portion of the purchase price is deposited when buying securities on margin, and Pershing extends credit for the remainder. This loan will appear as a debit balance on your monthly account statement.

Pershing will charge interest on the debit balance and requires you to maintain securities or cash to repay the loan and its interest.

Interest will be charged in the underlying currency for any credit extended to you, which may include:

- > Buying, trading or carrying securities
- > Cash withdrawals made against the collateral of securities
- > Payment made in advance of settlement on the sale of securities (from date of payment until settlement date)

In the event that any other charge is made to your account for any reason, interest may be charged on the resulting debit balances. Interest you pay on the loan may be shared between your firm and Pershing.

Interest Rates. Interest charged on any debit balance in cash accounts or credit extended in margin accounts may be up to 3.00% above the Pershing Base Lending Rate for that currency.

The Pershing Base Lending Rate for each currency will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit and general credit market conditions.

For a loan in a currency other than U.S. dollars, the Pershing Base Lending Rate will be set based on the above referenced criteria in the country whose currency is the basis of the loan and can change without prior notice.

When the Pershing Base Lending Rate for a particular currency changes during an interest period, interest will be calculated according to the number of days each rate is in effect during that period.

If the rate of interest charged to you is changed for any reason other than stated above, you will be notified at least 30 days in advance.

Interest Period. The interest period begins on the 20th calendar day of each month and ends on the 19th of the following month. Accordingly, interest charges for the period as shown on your monthly statement are based only on the daily net debit and credit balances for the interest period.

Method of Interest Computation. At the close of each interest period during which credit was extended to you, an interest charge will be computed (in each applicable currency) as per the following formula:

$$\frac{\text{Average Daily Debit Balance (x)} \\ \text{Applicable Schedule Rate (x)} \\ \text{Days of Outstanding Debit Balance}}{360}$$

If there has been a change in the Pershing Base Lending Rate, separate calculations will be made computing the number of days within the interest period at each rate.

If credit extended to your account is not paid, the interest charge at the close of the period is added to the opening debit balance for that currency in the next period.

With the exception of credit balances in your short account, all other credit and debit balances in the same currency will be combined daily. Interest will be charged on the resulting average daily net debit balances for that currency for the period.

Credit balances in one currency will not be combined or netted with debit balances in a different currency. If there is a debit in your cash account and you hold a margin account, interest will be calculated on the combined debit balance for that currency and charged to the margin account.

Any credit balance in your short account is disregarded, because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if you should be long in the same position in your margin account (for instance, short sale against the box).

If the security that you sold short (or sold short against the box) appreciates in market price over the selling price, interest will be charged (in the appropriate currency) on the appreciation in value. Conversely, if the security that you sold short depreciates in market price, the interest charged will be reduced since your average debit balance will decline. This practice is known as “marking to the market.” Each week, a closing price is used to determine any appreciation or depreciation of the security sold short. If your account is short shares of stock on the record date of a dividend or other distribution (however such short position occurs), your account will be charged the amount of the dividend or other distribution on the following business day.

Margin Disclosures. These disclosures are intended to provide some basic facts about purchasing securities on margin and to alert you to the risks involved with trading securities in a margin account. Before trading securities in a margin account, it is important to carefully review the written Margin Agreement provided by your firm or its clearing firm (Pershing), and to consult with your firm regarding any questions or concerns you may have regarding margin accounts.

When you purchase securities, you have the option of paying for them in full or borrowing part of the purchase price from Pershing. If you choose to borrow funds from Pershing, you will need to open a margin account with Pershing through your firm.

The securities purchased are used as collateral for the loan that was made to you or any other indebtedness arising after the initial transaction. If the securities in your brokerage account decline in value, so does the value of the collateral supporting your loan. As a result, your firm or Pershing may take action.

For instance, your firm or Pershing may issue a margin call and/or sell securities or liquidate other assets in any of your brokerage accounts held with your firm or Pershing in order to maintain the required equity in the margin account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- > You may lose more funds or securities than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to Pershing to avoid the forced sale of those securities or other securities or assets in your account(s).
- > Your firm or Pershing may force the sale of securities or other assets in your account(s). If the equity in your account falls below Pershing’s maintenance margin requirements or your firm’s higher “house” requirements, your firm or Pershing may sell the securities or other assets in any of your accounts to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- > Your firm or Pershing can sell your securities or other assets without contacting you. Some investors mistakenly believe that a financial organization must contact them for a margin call to be valid, and that the financial organization cannot liquidate securities or other assets in their account(s) to meet the call unless the financial organization has contacted

them first. This is not the case. Most financial organizations will attempt to notify their clients of margin calls, but they are not required to do so. However, even if a financial organization has contacted a client and provided a specific date by which the client can meet a margin call, the financial organization may still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the client. Your firm or Pershing may change margin requirements or margin call time periods without notice to you. With regard to house, maintenance and other margin calls, in lieu of immediate liquidations, Pershing, through your firm, may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish Pershing's right in its sole discretion to shorten the time period in which you may satisfy a call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of Pershing or your firm to sell out positions to satisfy the call, which may be as high as the full indebtedness owed by you. Margin requirements may be established and changed by Pershing or your firm in their sole discretion and judgment.

- > You are not entitled to choose which securities or other assets in your brokerage account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, your firm or Pershing has the right to decide which securities to sell in order to protect its interests.
- > Your firm or Pershing may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause your firm or Pershing to liquidate or sell securities in your brokerage account(s).
- > You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to investors under certain conditions, an investor does not have a right to the extension.
- > Your written Margin Agreement with Pershing or your firm provides for certain important obligations by you. The Margin Agreement is a legally binding agreement, cannot be modified by conduct, and no failure on the part of Pershing or your firm at any time to enforce its rights under the Margin Agreement to the greatest extent permitted shall in any way be deemed to waive, modify or relax any of the rights granted Pershing or your firm, including those rights vested in Pershing or your firm to deal with collateral on all loans advanced to you. Also, the Margin Agreement constitutes the full and entire understanding between the parties with respect to the provision of the Margin Agreement, and there are no oral or other agreements in conflict with the Margin Agreement unless you have advised Pershing or your firm in writing of such conflict. Any future modification, amendment or supplement to the Margin Agreement or any individual provision of the Margin Agreement can only be done in writing and signed by a representative of Pershing. You should carefully review your Margin Agreement for the rights and limitations governing your margin account relationship.

General Margin Policies. The amount of credit that Pershing may extend and terms of such extension are governed by the rules of the Federal Reserve Board and the New York Stock Exchange, Inc.

Within the guidelines of those rules—and subject to adjustments required by changes in those rules and our business judgment—Pershing's margin account policies are summarized below:

- > Pershing may require the deposit of additional acceptable collateral at any time

- > Margin account equity is the current market value of securities and cash less the amount owed Pershing for credit extended at its discretion
- > It is Pershing's general policy to require margin account holders to maintain a certain level of equity in their accounts regarding common stock: 30% of the current market value or \$3 per share, whichever is greater
- > Any security valued at less than \$5 per share may not be purchased in a margin account
- > From time to time, Pershing may deem certain securities ineligible for margin credit

For information with respect to general margin maintenance policy for municipal bonds, corporate bonds, U.S. Treasury notes and bonds and other securities—as well as information about the eligibility of particular securities for margin credit—please contact your firm directly.

Notwithstanding the above general policies, Pershing reserves the right, at its discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to particular accounts or classes of accounts as it deems necessary.

In making these determinations, Pershing may take into consideration various factors, including:

- > The size of the account
- > Liquidity of a position
- > Concentrations of securities in an account
- > A decline in creditworthiness

If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated.

Deposits of Collateral, Lien on Accounts and Liquidation. In the event that additional collateral is requested, you may deposit funds or acceptable securities into your margin account.

If satisfactory collateral is not promptly deposited after a request is made, Pershing, or your firm, may liquidate securities held in any of your accounts. Pursuant to our Margin Agreement, Pershing may retain any asset held in your accounts, including securities held for safekeeping, for as long as any extended credit remains outstanding.

Callable Securities. Securities held for your account in “street name,” or by a securities depository, are commingled with the same securities held for Pershing's own clients and clients of other financial organizations.

Your ownership of these securities is reflected in our records. You have the right at any time to require delivery to you of any securities that are fully paid for or are in excess of margin requirements.

The terms of many bonds allow the issuer to partially redeem or “call” the issue prior to the maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any security being held by us is partially “called,” we determine the ownership of the securities to be submitted for redemption through a random selection procedure—as prescribed by NYSE rules—without regard to unsettled sales. In the event that such securities owned by you are selected and redeemed, your account will be credited with the proceeds.

If you do not wish to be subject to this random selection process, you must instruct your firm to have Pershing deliver your securities to you. Delivery will be effected provided that your position is unencumbered or had not already been called by the issuer prior to receipt of your instructions by Pershing. The probability of one of your securities being called is the same whether they are held by you or by Pershing for you.

Miscellaneous Credits. Pershing credits account funds that belong to you—such as dividends, interest, redemptions and proceeds of corporate reorganizations—on the day such funds are received by us.

These funds come to us from issuers and various intermediaries in which we are participants (such as the Depository Trust Company). Periodically, an intermediary will pass to Pershing some or all of the interest earned on funds while in its possession. To the extent Pershing receives such payments, Pershing retains them.

Your firm is responsible for providing you information regarding when Pershing credits your account with funds due to you, when those funds are available to you and/or when you begin earning interest on those funds.

Substitute Payments. As permitted under your Margin Agreement, Pershing may lend shares in your account when your account has a debit balance. Payments that you receive with respect to loaned securities will be reclassified as “substitute” payments.

The tax consequences of substitute payments may differ from payments made directly from the security’s issuer, such as a qualified dividend. For instance, a qualified dividend received by an individual may be taxed at a preferential rate. If a substitute payment is received instead, the preferential rate will not apply.

Individuals may also be affected if certain payments (such as exempt interest dividends, capital gain distributions, return of capital and foreign tax credit dividends) are reclassified as substitute payments. Corporate taxpayers may also be affected because the dividends-received deduction is not available with respect to substitute payments.

Substitute Payment Reimbursements. In the instance where your securities are on loan over an ex-dividend date, Pershing may issue a substitute payment to your account in lieu of the dividend and, subsequently, a reimbursement to compensate you for the tax differential.

A substitute payment received in lieu of a qualified dividend may be eligible for a reimbursement to the lender’s account only if the account is open on the reimbursement date. Please note that these reimbursements are (1) credited at Pershing’s discretion, (2) subject to change and (3) may be eliminated without advanced notification.

We suggest that you contact your tax advisor to discuss the tax treatment of substitute payments.

SEC REGULATION NMS RULE 607

SEC Regulation NMS Rule 607 requires Pershing to disclose its Payment for Order Flow practices.

Payment for Order Flow Practices

Pershing sends certain equity orders to exchanges, electronic communication networks or broker-dealers during normal business hours and during extended trading sessions.

Some of these market centers provide payments to Pershing or charge access fees depending upon the characteristics of the order and any subsequent execution. In addition, Pershing may execute certain equity orders as principal. The details of these payments and fees are available upon written request.

Pershing receives payments for directing listed options order flow to certain option exchanges. Compensation is generally in the form of a per-option contract cash payment. This disclosure only applies to orders directed to Pershing by your firm. For a list of organizations that pay Pershing for order flow, please refer to www.orderroutingdisclosure.com.

Best Execution. Notwithstanding the previous paragraph regarding payment for order flow, Pershing selects certain market centers for routing nondirected orders that:

- > Provide execution of OTC and exchange-listed securities transactions that agree to accept orders (transmitted electronically up to a specified size)
- > Execute them at or better than the national best bid or offer (NBBO)

On certain larger orders, or if the designated market centers do not make a market in the subject security, Pershing directly contacts market centers to obtain an execution.

The designated market centers to which orders are automatically routed are selected based on:

- > The consistent high quality of their executions in one or more market segments
- > Their ability to provide opportunities for executions at prices superior to the NBBO
- > Service, accessibility and speed of execution
- > Cost
- > Counterparty credit worthiness

Pershing regularly reviews reports for quality of execution.

JOINT NASD/INDUSTRY BREAKPOINT TASK FORCE

A July 2003 report based on the findings of this task force recommends written disclosure regarding mutual fund breakpoints.

Charges, Breakpoints, Fees and Revenue Sharing Relating to Mutual Funds, Money Funds, FDIC-Insured Bank Products and Annuities

Before investing in mutual funds, it is important that you understand the sales charges, expenses and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Understanding these charges and breakpoint discounts will assist you in identifying the best investment for your particular needs and may help you to reduce the cost of your investment.

This section will give you general background information about these charges and discounts; however, sales charges, expenses, management fees and breakpoint discounts vary from mutual fund to mutual fund.

Therefore, you should discuss these matters with your investment professional and review each mutual fund's prospectus and statement of additional information (which are available from your investment professional) to obtain the specific information regarding the charges and breakpoint discounts associated with a particular mutual fund.

Mutual Fund Sales Charges. Investors who purchase mutual funds must make certain choices, including which funds to purchase and which share class is the most advantageous in light of their specific investing needs. Each mutual fund has a specified investment strategy. You should consider whether the mutual fund's investment strategy is compatible with your investment objectives. Additionally, many mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. As a general rule, Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy the fund shares. This sales charge is a percentage of your total purchase.

As explained below, many mutual funds offer volume discounts to the front-end sales charge assessed on Class A shares at certain predetermined levels of investment, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors who purchase Class B or C shares pay asset-based sales charges, which may be higher or lower than the charges associated with Class A shares. Investors who purchase Class B or C shares may also be required to pay a sales charge known as a

contingent deferred sales charge when they sell their shares, depending upon the rules of the particular mutual fund. This is known as a “back-end” sales charge or “load.”

Mutual Fund Breakpoint Discounts. Most mutual funds offer investors a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. In general, most mutual funds provide breakpoint discounts to investors who make large purchases at one time. The extent of the discount depends upon the size of the purchase.

Generally, as the amount of the purchase increases, the percentage used to determine the sales load decreases. The entire sales charge may be waived for investors who make very large purchases of Class A shares. Mutual fund prospectuses contain tables that illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based upon current holdings from prior purchases through Rights of Accumulation (ROA) and from future purchases based upon Letters of Intent (LOI). Mutual funds have different rules regarding the availability of ROAs and LOIs. Therefore, you should discuss these matters with your investment professional and review the mutual fund’s prospectus and statement of additional information to determine the specific terms upon which a mutual fund offers ROAs or LOIs.

Rights of Accumulation—Many mutual funds allow investors to count the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase to qualify for breakpoint discounts. Moreover, mutual funds may allow investors to count existing holdings in multiple accounts, such as individual retirement accounts (IRAs) or accounts at other financial organizations, to qualify for breakpoint discounts. Therefore, if you have accounts at other financial organizations and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, you must advise your investment professional about those balances. You may need to provide documentation if you wish to rely upon balances in accounts at another firm.

In addition, many mutual funds allow investors to count the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other’s holdings to qualify for breakpoint discounts. You should consult with your investment professional and review the mutual fund’s prospectus and statement of additional information to determine what these rules are for the fund family in which you are investing. If you wish to rely upon the holdings of related parties to qualify for a breakpoint discount, you should advise your investment professional about these accounts. You may need to provide documentation to your investment professional if you wish to rely upon balances in accounts at another firm. Mutual funds also follow different rules to determine the value of existing holdings. Some funds use the current net asset value (NAV) of existing investments in determining whether an investor qualifies for a breakpoint discount. However, a small number of funds use the historical cost, which is the cost of the initial purchase, to determine eligibility for breakpoint discounts. If the mutual fund uses historical costs, you may need to provide account records, such as confirmation statements or monthly statements, to qualify for a breakpoint discount based upon previous purchases. You should consult with your investment professional and review the mutual fund’s prospectus and statement of additional information to determine whether the mutual fund uses NAV or historical costs to determine breakpoint eligibility.

Letters of Intent—Most mutual funds allow investors to qualify for breakpoint discounts by signing a LOI, which commits the investor to purchasing a specified amount of Class A shares within a defined

period of time, usually 13 months. For instance, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a LOI at the time of the first purchase and receive the breakpoint discount associated with a \$50,000 investment on the first and all subsequent purchases. Additionally, some funds offer retroactive LOIs that allow investors to rely upon purchases in the recent past to qualify for a breakpoint discount. However, if an investor fails to invest the amount required by the LOI, the fund is entitled to retroactively deduct the correct sales charges based upon the amount that the investor actually invested. If you intend to make several purchases within a 13-month period, you should consult your investment professional and the mutual fund prospectus to determine if it would be beneficial for you to sign a LOI. As you can see, understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. Therefore, you should discuss the availability of breakpoint discounts with your investment professional and carefully review the mutual fund prospectus and its statement of additional information when choosing among the share classes offered by a mutual fund. If you wish to learn more about mutual fund share classes or mutual fund breakpoints, you can also review the investor alerts that are on the FINRA web site at: www.finra.org/Investors/ProtectYourself/InvestorAlerts/MutualFunds/index.htm.

Mutual Fund Fees and Revenue Sharing. Pershing may receive servicing fees from mutual funds that participate in Pershing's mutual fund no-transaction-fee program (FundVest®) in lieu of clearance charges to your firm. Participation by your firm in this program is optional and your firm may share with Pershing in such fees. These fees may be considered revenue sharing and are a significant source of revenue for Pershing and may be a significant source of revenue for your firm. These fees are paid in accordance with an asset-based formula.

Pershing also receives operational reimbursements from mutual funds in the form of networking or omnibus processing fees. These reimbursements are based either on a flat fee per holding or a percentage of assets and are remitted to Pershing for its work on behalf of the funds. This work may include, but is not limited to, subaccounting services, dividend calculations and posting, accounting, reconciliation, client confirmation and statement preparation and mailing, and tax statement preparation and mailing. These fees are a significant source of revenue for Pershing. For additional details regarding Pershing's mutual fund no-transaction-fee program or a listing of funds that pay Pershing networking or omnibus fees, please refer to www.pershing.com/mutual_fund.htm.

Money Fund and FDIC-Insured Bank Product Fees and Revenue Sharing. Money fund and FDIC-insured bank deposit fee processing and revenue sharing are significant sources of revenue for Pershing and may be significant sources of revenue for your firm.

Pershing receives fees from money fund providers for making available money market funds or FDIC-insured bank deposit programs, which you have selected through your firm. These fees are paid in accordance with an asset-based formula. Your firm may share in these fees. A portion of Pershing's fees is applied against costs associated with providing services on behalf of the funds, which may include maintaining cash sweep systems, subaccounting services, dividend calculation and posting, accounting, reconciliation, client statement preparation and mailing, tax statement preparation and mailing, marketing and distribution-related support and other services.

Pershing receives processing fees from certain money fund and FDIC-insured bank product providers, which may be associated with your firm. These fees reimburse Pershing for operational services it performs on behalf of the funds, which may include maintaining cash sweep systems, subaccounting services, dividend calculation and posting, accounting, reconciliation, client statement preparation and mailing, tax statement preparation and mailing, or other services. For a listing of money funds and FDIC-insured bank products that pay Pershing revenue sharing and processing fees, please refer to www.pershing.com/money_fund.htm.

Fees Received by Affiliates. Pershing LLC makes available a variety of money market mutual funds on its platform under the names of “Dreyfus,” “Pershing,” “General” and “Universal,” for which The Dreyfus Corporation (Dreyfus Corp.) serves as investment advisor and MSBC Securities Corporation (MSBC) serves as the distributor. Both the Dreyfus Corp. and MSBC are affiliates of Pershing LLC and receive compensation for delivering their respective services to the money market mutual funds.

Annuity Fees and Revenue Sharing. Pershing may receive servicing fees from certain insurance companies that participate in Pershing’s annuity program. Participation by your firm in this program is optional. These fees may be considered revenue sharing and are a source of revenue for Pershing.

Pershing also receives operational reimbursement fees from certain insurance companies. A flat fee per holding is paid to Pershing for the services it provides, which may include, but is not limited to posting, accounting, reconciliation, and client statement preparation and mailing. These fees are a source of revenue for Pershing. For additional details regarding processing annuities and a listing of annuities that pay Pershing revenue sharing and processing fees, please refer to www.pershing.com/annuity_fees.htm.

IRS INCOME TAX REGULATION 1.408-2(e)(7)(iii)

Pershing LLC will make available a copy of the IRS approval letters authorizing it to act as a nonbank custodian for your retirement accounts.

IRS Nonbank Custodian Approval Letters

If you are interested in obtaining a copy of the IRS approval letters, please visit www.pershing.com/nonbankcustodian.html. If you are unable to retrieve the documents online, you may call Pershing’s Service Hotline at (888) 860-8510 and select option 3, Nonbank Custodian, where you will be prompted to either say or enter your account number. The document will then be mailed to the address of record for your account.

IRS IRC REGULATION SECTION 35.3405-1T

IRC Regulation 35.3405-1T requires the following disclosure regarding periodic (or streams) of payments:

Federal and State Tax Withholding for Retirement Accounts

Subject to changes in prevailing rules—or changes in your circumstances—you may, at any time, designate or change the federal and state income tax withholding election for distributions from your individual retirement arrangement, 403(b)(7) custodial account or qualified retirement plan. Simply notify your investment professional or firm.

Please note that if you do not have enough federal or state income tax withheld, you may be responsible for payment of estimated taxes. Penalties and interest may also apply.

MSRB RULE G-15 AND SEC RULE 10b-10

Both the MSRB and SEC require the following disclosure:

Electronic Confirmations

Certain clients receive electronic confirmations through Depository

Trust Company (DTC) or other delivery systems in lieu of hard copy confirms. You should be aware that any terms, conditions and disclosures set forth on hard copy confirmations will continue to apply to each confirm processed electronically, including the following:

- > Securities purchased on a cash or margin basis are, or may be, hypothecated and, under such circumstances, commingled with securities carried for other clients. Such securities will be withdrawn from hypothecation after receipt of payment.
- > If sufficient funds are not already in your cash account to cover a purchase transaction, it is agreed that you will (1) make full payment for the securities described on the confirmation no later than the stated settlement date, and (2) not sell such securities prior to making payment.
- > If we do not receive full payment for securities purchased by you, we may, at our option, cancel the transaction without notice to you.
- > If sold securities are not already held in your account with us, we will act upon your representation that you or your principal own such securities. It is agreed that you will deposit the securities with us no later than the transaction settlement date.
- > If securities sold by you are not delivered to us in proper form on or after the first trading day after settlement date, we may, at our option, cancel or otherwise liquidate the transaction without notice to you.
- > You will be liable to Pershing for any loss without limitation, including all expenses, attorney's fees, and other costs incurred by us, and interest thereon, as a result of a cancelled or liquidated transaction.
- > Call features may exist for securities. Call features for fixed income securities may affect yield. Complete information will be provided on request.
- > The ratings that appear in the description of some fixed income securities have been obtained from rating services that Pershing believes to be reliable. However, Pershing cannot guarantee their accuracy. Securities for which a rating is not available are marked "UNRATED."
- > With transactions involving a security that (1) has an interest in or is secured by a pool of receivables, or (2) is subject to continuous prepayment, such as asset-backed or collateralized mortgage obligations (CMOs), the actual yield of such security may vary according to the rate at which the underlying asset is prepaid. Information concerning the factors that affect yield (including estimated yield, weighted average life and the prepayment assumptions of underlying yield) will be furnished upon your written request.
- > It is understood and agreed that all transactions are subject to the rules and customs of the exchange or market (and its clearing house, if any) where they are executed. The name of the broker or party and the time of execution will be furnished upon request.
- > Commission rates are subject to negotiation. Any commission charged to you may be more or less than commissions charged to or by others in similar transactions. The source and amount of other commissions charged by us in connection with the transaction will be furnished upon request.
- > Provisions of agreements and contracts shall inure to any successor of your firm or Pershing. Agreements and contracts are governed by the laws of the state of New York.

REGULATION E

Regulation E of the Board of Governors of the Federal Reserve System requires disclosure regarding electronic transfers.

Electronic Transfers

Electronic transfers include:

- > Direct Deposits—a client provides their checking account information to a company (such as employer, Social Security Administration) and the company electronically sends deposits directly to the client's checking account, which credits the brokerage account.
- > Authorized Debits—a client provides their checking account information to a company (such as mortgage, utility) and the company electronically sends debits directly to the client's checking account, which debits the brokerage account.
- > Debit Card Transactions—any merchant purchase, automatic teller machine (ATM) withdrawal, or cash advance done with the debit card issued from the account.

If you have any questions regarding electronic transfers, call Pershing's Asset Management Account Department at (800) 547-7008 or at (201) 413-4624. You may also write to Pershing at:

Pershing LLC
Asset Management Account Department
One Pershing Plaza, Eleventh Floor
Jersey City, New Jersey 07399

Contact Pershing immediately if you think your statement or transfer receipt is incorrect, or if you need more information about a particular transfer. We must hear from you within 60 days of the date of the first document on which the transfer in question appeared. When contacting Pershing, please provide:

- > Your name
- > Account number
- > Dollar amount of the transfer
- > Description of the transfer
- > Explanation indicating why you believe there is an error or why you need more information

If you notify us verbally, we may request that you submit your inquiry in writing. If not received within 10 business days of our request, we may not credit your account.

Pershing will inform you of the results of our investigation within 10 business days after we receive your inquiry and we will promptly correct any error.

If Pershing needs more time to investigate your inquiry, we will credit your account in the amount of the transfer in question so that you have use of the funds during our investigation, which may take up to 45 days to complete.

If we decide that there was no error, we will send you a written explanation within three business days of the completion of our investigation. You may request copies of the documents that we use in our investigation.

If you have any questions, contact your investment professional or firm. You may also contact Pershing's Asset Management Account Department at (800) 547-7008 or (201) 413-4624, or by fax at (201) 413-5304.

SEC RULE 10b-10

SEC Rule 10b-10 requires that you are provided with prior written notification if certain transactions are not reported immediately through a trade confirmation.

Alternative Periodic Reporting

You will not receive an immediate trade confirmation for:

- > Systematic purchase and redemption transactions of mutual funds, unit investment trusts or money market funds (provided that there are no purchase and redemption fees)

- > Dividend and other distribution reinvestment transactions of mutual funds, equities and unit investment trusts
- > Dividend and other distribution reinvestment transaction of money market funds (provided that there are no reinvestment fees)

These transactions will appear on your brokerage account statement.

SEC RULE 17f-1

SEC Rule 17f-1 requires that all lost or stolen securities be reported.

Lost Securities

If your periodic client statement indicates that securities were forwarded to you and you have not received them, you should immediately notify your firm or Pershing. If notification is received within 120 days after the mailing date, as reflected on your periodic statement, replacement will be made free of charge. Thereafter, a fee for replacement may apply.

NASD RULE 3510 (EFFECTIVE DECEMBER 14, 2009, FINRA RULE 4370)

NASD Rule 3510 (effective December 14, 2009, FINRA Rule 4370) requires the disclosure of our business continuity plan in the event an interruption occurs to our normal course of business.

Pershing's Business Continuity Plan

To address interruptions to Pershing's normal course of business, Pershing maintains a business continuity plan, which includes geographically dispersed data centers and alternate processing facilities. The plan is annually reviewed and updated as necessary.

The plan outlines the actions Pershing will take in the event of a building, city or regional incident, including:

- > Continuous processing support by personnel located in unaffected facilities
- > Relocating technology or operational personnel to alternate regional facilities
- > Switching technology data processing to an alternate regional data center

All Pershing operational facilities are equipped for resumption of business and are tested. Regarding all circumstances within Pershing's control, Pershing's recovery time objective for business resumption is four (4) hours, depending upon the availability of external resources.

In the event that your firm experiences a significant business interruption, you may contact Pershing directly to process limited trade-related transactions, cash disbursements and security transfers. Instructions to Pershing must be in writing and transmitted via facsimile to (201) 413-5368 or by postal service as follows:

Pershing LLC
P.O. Box 2065
Jersey City, New Jersey 07303-2065

For additional information about how to request funds and securities when your firm cannot be contacted due to a significant business interruption, please select the Business Continuity and Other Disclosures link at the bottom of the home page on the Pershing web site at www.pershing.com. You may also call (201) 413-3635 for recorded instructions.

If you cannot access the instructions from the above web site or telephone number, you may call (213) 624-6100, extension 500, an alternate Pershing number for recorded instructions.

FINRA RULE 2266

FINRA Rule 2266 requires Pershing to disclose SIPC contact information.

SIPC Contact Information

Information regarding SIPC, including a SIPC brochure, may be obtained by contacting SIPC via its web site at www.sipc.org or by telephone at (202) 371-8300.

Customer Asset Protection

Assets held by you at Pershing are protected in accordance with the Customer Protection Rule promulgated by the SEC. Unless otherwise agreed in a separate written document, securities fully paid for by you are not loaned to others.

FINRA RULE 2267

FINRA Rule 2267 requires Pershing to provide information about FINRA's BrokerCheck program.

FINRA BrokerCheck Program

An investor brochure that includes information describing FINRA BrokerCheck may be obtained from FINRA. The FINRA BrokerCheck Hotline Number is (800) 289-9999. The FINRA Web site address is www.finra.org.

GRAMM-LEACH-BLILEY ACT AND SEC REGULATION S-P

The Gramm-Leach-Bliley Act and SEC Regulation S-P require Pershing to disclose its privacy policy.

Pershing's Privacy Policy

For the purposes of this section the term "customer" refers to you.

Working on behalf of your firm, Pershing recognizes the importance of protecting the confidentiality of nonpublic personal information (NPPI) that it collects about its customers. The information is used to ensure accuracy in reporting and record keeping, maintain customer accounts and effect requested transactions. A top priority for Pershing is to keep this information secure.

1. Pershing collects NPPI from the following sources:
 - > Applications, forms, or other communications, including electronic communications (such as name, address, e-mail address, telephone, Social Security number, assets and income)
 - > Transactions with Pershing, their financial organizations or others
 - > Nonaffiliated third parties, such as consumer or credit reporting agencies (credit worthiness and credit history), joint marketing partners or other entities who may service your account from time to time
2. Pershing may use personal information in order to operate its business in a prudent manner in accordance with industry standards and applicable law, which may include to:
 - > Service and maintain accounts and transactions
 - > Offer a broad range of services and products
 - > Verify income and assets
 - > Respond to inquiries and requests
 - > Prevent fraud
 - > Monitor and archive communications
 - > Verify your identity in accordance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001.
3. Pershing may disclose or share NPPI about its customers to its affiliates—such as banks, investment managers, mortgage lenders, securities broker-dealers and technology service providers—in order for its affiliates to provide and service accounts and transactions, such as data processing and loan servicing. This may, where permitted by local law, include archiving your personal information in a jurisdiction other than your own, which may not have equivalent data protection.

4. Pershing may also share personal information with government agencies, exchanges or other self regulating organizations and law enforcement authorities as required or permitted by law, rule or regulation.
5. Pershing does not sell or rent personal information. Pershing may disclose or share personal information about its customers to nonaffiliated third parties with whom it has contracted to perform services on its behalf, such as printing, mailing, fraud prevention, technology providers and processing services, as well as your nonaffiliated firm, which has a clearing agreement with Pershing. These nonaffiliated third parties are required to protect the confidentiality and security of this information and use it in accordance as contractually agreed upon or instructed by Pershing. Pershing may also disclose NPPI about its customers as permitted or required by law.
6. Pershing does not disclose NPPI about former customers, except as permitted or required by law.
7. Pershing Internet web sites may occasionally use a “cookie” to provide better service, facilitate its customers’ use of the web site, track usage of the web site and address security hazards. A cookie is a small piece of information that a web site you have accessed stores on your personal computer and which it can later retrieve.

Pershing may also use cookies for some administrative purposes, for example, to store customer preferences for certain kinds of information. None will contain information that will enable anyone to contact our customers via telephone, e-mail or any other means. If Pershing’s customers are uncomfortable with the use of cookie technology, they can set their browsers to refuse cookies. Certain Pershing services, however, may be dependent on cookies and its customers may disable those services by refusing cookies.

ADDITIONAL DISCLOSURES

The following information may be of interest to you.

Credit Interest

You may receive interest on positive account balances, referred to as “free credit balances,” provided that the funds are awaiting reinvestment and are subject to certain minimum balances and time requirements. Your firm may receive compensation from Pershing based on the amount of free credit balances in its client accounts. If you currently maintain free credit balances in your account solely for the purpose of receiving credit interest, and have no intention of investing the funds in the future, contact your investment professional or firm to discuss your investment options.

Important Information on Check Disbursements

In situations where you request a check disbursement from your account, Pershing will receive and retain any interest or earnings generated on the amount of the check from the date that it is disbursed until its final settlement and payment.

Transactions in Listed Options

If you purchase options listed on the U.S. national options exchanges, you should review the Characteristics and Risks of Standardized Options disclosure published by The Options Clearing Corporation (OCC). You may obtain a copy of the options disclosure document from your investment professional or by visiting the OCC web site at <http://www.optionsclearing.com/publications/risks/riskchap1.jsp>.

Unit Investment Trust (UIT) Payments

When Pershing acts upon the instruction of your firm to execute the purchase of a UIT, Pershing may receive a payment based on the volume of sales processed by Pershing. Your firm may receive a monetary concession for the sale of the UIT to you. Such payments are disclosed

in the applicable UIT prospectus. Additional information regarding such payment is available at www.pershing.com/UIT_fees.html.

Auction Rate Securities Payments

Pershing may receive payments from the distribution agent for trades in municipal auction rate securities and closed end fund/preferred auction rate securities executed by Pershing upon your firm's instruction. These payments are not charged to or paid by you. Additional information regarding such payments is available at www.pershing.com/ARS_fees.html.

Foreign Currency Transactions

Pershing may execute foreign currency transactions as principal for your account.

Pershing may automatically convert foreign currency to or from U.S. dollars for dividends and perform similar corporate action transactions unless you instruct your firm otherwise.

Pershing's currency conversion rate will not exceed the highest interbank conversion rate identified from customary banking sources on the conversion date or prior business day, increased by up to 1%, unless a particular rate is required by applicable law.

Your firm may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

Special Note for Non-U.S. Accounts

With respect to assets custodied by Pershing on your behalf, income and capital gains or distributions to you from your account may be taxable in your home jurisdiction and/or country of tax residence.

Please consult your tax advisor for the appropriate tax treatment of your transactions.

Liens and Levies

If, for any reason, your account is subject to a lien or levy directed to Pershing, Pershing will abide by the directions of the federal, state or other levying authority unless we receive:

- > A court order staying or quashing the lien or levy
- > Some other form of release from the levying authority

If Pershing receives a lien or levy on your account, you may be assessed a reasonable processing fee.

Extended Hours Trading

Terms. Extended-hours trading sessions offer the ability to trade all National Market System (NMS) equity securities that have not been halted both before and after the regular market session [9:30 a.m. to 4:00 p.m. (ET)]. Increased trading opportunity means increased ability to react to news and earnings reports that occur during pre- and post-market sessions. The following sections provide important information regarding Pershing's extended-hours trading sessions:

Session Times. Pre-Market Trading—8:00 a.m. to 9:15 a.m. (ET) each business day.

After-Market Trading—4:15 p.m. to 6:30 p.m. (ET) each business day.

For certain trading sessions around holidays, early exchange closings at 1 p.m. (ET) will result in modifications to extended trading times.

Allowable Order Types. Limit orders only.

Order Size. Round lots, mixed lots and odd lots, with a maximum order size of 99,999 shares per order.

Order Duration. Orders entered are only in force for the trading session during which they were entered. Good till canceled (GTC), good this day (GTD), good this week (GTW) and good this month (GTM) orders are not allowed.

Securities Available. NMS equity securities are eligible for trading.

NOTE: Over-the-Counter Bulletin Board (OTCBB), Pink Sheets and securities traded on foreign exchanges are not eligible for extended-hours trading.

How Pershing Executes Extended-Hours Trades. Pershing executes extended-hours trades by entering orders into an electronic communications network (ECN) or participating exchange. The respective marketplace will automatically match client buy and sell orders, provided the bid and ask prices of the respective parties match. In addition, markets may be linked to other electronic trading systems in order to improve the opportunity for your order to be executed.

Types of Orders That Can Be Placed During Extended-Hours Trading. Only limit orders may be entered in both the pre- and post-market trading sessions. Other types of orders and order qualifiers, such as market, stop, all-or-none (AON) and fill-or-kill (FOK) are not currently available. The minimum order size is one (1) and the maximum order size is 99,999 shares per order.

Short Sales During Extended-Hours Trading. Short sales are permitted during extended-hours trading sessions. An affirmative determination is required to verify that the security is available to borrow.

Duration of Orders Placed During Extended-Hours Trading. Orders placed during extended-hours trading sessions are only good for the session during which the order is placed. If the order is not executed during a specific extended-hours session, the order expires at the end of that session and does not roll over to the next regular hours or extended-hours session. Similarly, orders from the regular trading session do not roll over to the extended-hours session. Orders not yet executed can be canceled in the same manner as regular session orders before the close of that session.

Orders executed during an extended-hours session are considered to have been executed during that day's regular session for settlement and clearing purposes. Settlement dates for extended-hours trades follow the same rule as regular hours trading, which is typically three business days after the day on which the transaction occurred. For instance, if your pre-market order to buy is executed on Monday, the 23rd day of the month, the settlement date is Thursday, the 26th day of the month and payment is due at that time.

Margin Requirements for Extended-Hours Trading. Margin requirements remain the same as during regular trading hours. A stock's margin eligibility during extended-hours sessions is computed using the closing price of the previous regular market session.

Risks. As with any securities trading, there are risks. Additional risks associated with extended-hours trading include:

Risk of Timing of Order Entry—All orders entered and posted during extended-hours trading sessions must be limit orders. You must indicate the price at which you would like your order to be executed. By entering the price, you agree not to buy for more or sell for less than the price you entered, although your order may be executed at a better price. Your order will be executed if it matches an order from another investor or market professional to sell or purchase on the other side of the transaction. In addition, there may be orders entered ahead of your order by investors willing to buy or sell at the same price. Orders entered earlier at the same price level will have a higher priority. This

means that if the market is at your requested price level, an order entered prior to your order will be executed first. This may prevent your order from being executed in whole or in part.

Risk of Execution Pricing—For extended-hours trading sessions, quotations will reflect the bid and ask currently available through the utilized quotation service. The quotation service may not reflect all available bids and offers posted by other participating ECNs or exchanges, and may reflect bids and offers that may not be accessible through Pershing or respective trading partners. This quotation montage applies for both pre- and post-market sessions.

Not all systems are linked; therefore, you may pay more or less for your security purchases or receive more or less for your security sales through a participating ECN or exchange than you would for a similar transaction on a different ECN or exchange.

Risk of Communications Delays or Failures—Delays or failures in communications due to a high volume of orders or to other computer or system problems, including Internet disruptions, may cause delays in or prevent the execution of your order. Any communication or computer problems experienced by Pershing, its designated order manager, or participating ECN or exchange may prevent or delay the order from being executed. Pershing reserves the right to temporarily or permanently close an extended-hours trading session without prior notification in the event of system failures or unforeseen emergencies. Pershing will not be held liable for missed executions in the case of a system failure.

Risk of Lower Liquidity—Liquidity refers to the ability to buy and sell securities. Generally, if there are more orders available in the market, then the security is more liquid. Due to limited trading activity in the extended-hours trading sessions, the liquidity in these sessions may be significantly less than during regular market hours. Lower liquidity may prevent your order from being executed in whole or in part, or from receiving as favorable a price as you might receive during regular trading hours. In addition, lower liquidity means fewer shares of a given security are being traded, which may result in larger spreads between bid and ask prices and volatile swings in stock prices.

Risk of Trading Halts—News stories may have a significant impact on stock prices during extended-hours trading sessions. The SEC, FINRA, or a stock exchange may impose a trading halt when significant news has affected a company's stock price. Any SEC-, FINRA-, or exchange-imposed trading halt will be enforced. Pending orders for a security will be held upon imposition of a trading halt for that security and reinitiated upon resumption of trading during that session.

Risk of Duplicate Orders—There is a risk of duplicate orders if you place an order for the same security in both an extended-hours session and the regular trading session, even if that order is a day order. Orders executed during regular trading hours may not be confirmed until after the post-market extended trading session has already begun. Similarly, orders executed in the pre-market session may not be confirmed until after regular trading has begun.

Risk of Partial Executions—Orders placed during extended trading hours are entered through a participating ECN or exchange, which may be linked to other ECNs or exchanges. Because you cannot add qualifiers to an order, such as AON or FOK, a round lot order may be filled in part by an odd lot or mixed lot order, leaving stock left over to buy or to sell. There is a risk that the remaining order may not be filled during the extended-hours session. An odd lot may not be represented in the displayed quote. This would occur in instances in which an order has an execution leaving an odd lot. There are no execution guarantees for an odd lot or the odd lot portion of a mixed lot portion of an order.

Risk of Lack of Calculation or Dissemination of Underlying Index Value or Intraday Indicative Value (IIV)—For certain derivative securities products, an updated underlying index value or IIV may not be calculated or publicly disseminated in extended trading hours. Since the underlying index value and IIV are not calculated or widely disseminated during the opening and late trading sessions, an investor who is unable to calculate implied values for certain derivative securities products in those sessions may be at a disadvantage to market professionals.

Risk of Higher Volatility—Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended-hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended-hours trading than you would during regular market hours.

Risk of News Announcements—Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended-hours trading, these announcements may occur during trading and, if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Risk of Wider Spreads—The spread refers to the difference in price for which you can buy and sell a security. Lower liquidity and higher volatility in extended-hours trading may result in wider than normal spreads for a particular security.

