Sentinel INVESTMENTS

Traditional IRA Application

Helpline: If you need assistance please call Sentinel Investor Services at **800-282-FUND (3863)**.

Please make check payable to "Sentinel Funds" and forward with completed application to:
Sentinel Investments, PO Box 55929, Boston, MA 02205-5929.

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 a mutual fund 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 identity, we reserve the right to close your account or take other steps that we may deem advisable.

1. State Street Bank & Trust Co. (SSBT), Custodian for:

Owner's Name *(First, Middle Initial, Last)* | D.O.B. *(mm/dd/yyyy)* | SSN/Tax ID

Street Address *(Required)* | City | State | Zip (+4)

Daytime Phone | Evening Phone | Primary Email *(e-delivery)*

Mailing Address (if different than Street Address, A.P.O., F.P.O., or P.O. Box is acceptable)

Address | City | State | Zip (+4)

Account Type	Contribution Source	Amount	Contribution Source
Individual IRA (traditional)	☐ Current Tax Year	$ _____	☐ Beneficiary IRA:
	☐ Transfer from IRA*	$ _____	Decedent's Name _____
	☐ Rollover from IRA	$ _____	Date of Death _____
	☐ Prior Tax Year	$ _____	
	☐ Rollover from Employee Benefit Plan*	$ _____	
	☐ Catch up	$ _____	**Complete Transfer Request Form.*

E-Delivery (to Primary Email Address)

I elect to **OPT OUT** of fast & secure delivery of all statements and fund documents through e-delivery. ☐

2. Funds In what fund(s) would you like to invest?

Funds	Class*		Amount	Funds	Class*		Amount
Balanced	☐ A (286)	☐ C (616)	$ _____	Small Company	☐ A (285)	☐ C (685)	$ _____
Common Stock	☐ A (288)	☐ C (618)	$ _____	Sustainable Core Opportunities	☐ A (304)		$ _____
Government Securities	☐ A (290)	☐ C (690)	$ _____	Total Return Bond	☐ A (387)	☐ C (687)	$ _____
International Equity	☐ A (294)	☐ C (614)	$ _____	Unconstrained Bond	☐ A (335)	☐ C (635)	$ _____
Low Duration Bond	☐ A (297)	☐ S (397)	$ _____	Federated Government Obligations Fund		☐ (270)	$ _____
Multi-Asset Income	☐ A (391)	☐ C (691)	$ _____				

Total: $ _____

*Investment minimum is $1,000 for each new account. *In absence of a selection, Class A will be established.*

Sentinel Investments is the unifying brand name for Sentinel Financial Services Company, Sentinel Asset Management, Inc., and Sentinel Administrative Services, Inc. Sentinel Funds are distributed by Sentinel Financial Services Company, PO Box 55929, Boston, MA 02205-5929, Tel: 800 282-FUND (3863)
Federated Government Obligations Fund is distributed by Federated Securities Corp., 1001 Liberty Avenue, Pittsburg PA 15222

3. Broker/Dealer or Advisor Information

If you do not have a Broker/Dealer or Investment Adviser please leave this section blank.

By this designation I hereby authorize Boston Financial Data Services, Inc. to accept instructions from and transmit information to my Broker/Dealer or Investment Adviser concerning my accounts:

Name of Broker/Dealer or Advisor Firm | Dealer Number

Registered Representative's Name | Registered Representative Number

Branch Address | Branch Number

City | State | Zip (+4) | Representative's Phone

Dealer's Authorized Signature

Registered Investment Advisors

Firm Name

Advisor's Name | Email | State

4. Account Distributions How would you like to receive your account distributions?

	Reinvest	Invest in same class of another Sentinel fund
Dividends	☐	Account number:
Capital gains	☐	Account number:

Note: Account Minimums Apply. If no choice is indicated, distributions will be reinvested.

5. Designation of Beneficiary

I hereby designate the following named individual(s) to receive equally, unless otherwise specified, all amounts payable from my interest in the IRA, referred to herein, by reason of my death and revoke any and all prior beneficiary designations heretofore made by me and filed with the Custodian. Benefit percentage(s) must equal 100%.

a. Primary Beneficiary(ies):

Name(s):	Relationship:	Date of Birth:	Social Security No.:	Benefit%:

b. Secondary Beneficiary(ies):

Name(s):	Relationship:	Date of Birth:	Social Security No.:	Benefit%:

6. Reduced Sales Charge

a. Right of Accumulation

To qualify for a reduced sales charge list other eligible Sentinel accounts:

Account Numbers: _____

b. Letter of Intent

☐ I intend to invest, over a 13 month period (30 months for corporate retirement plans), at least the amount indicated below in one or more Sentinel funds. I understand that if I do not fulfill this requirement I will pay the difference in sales charges.

☐ $25,000 ☐ $50,000 ☐ $100,000 ☐ $250,000 ☐ $500,000 ☐ $1,000,000

(Class A shares only)

7. Telephone Redemptions

You may redeem shares conveniently with a phone call unless you check below:

I **DO NOT** want the telephone redemption privilege. ☐

Proceeds will be sent to your account address or Bank Information if provided in Section 10.

8. Electronic Funds Transfer To add the Automatic Investment Plan to your account:

Complete Bank Information in Section 10.

I authorize Sentinel to debit my bank account in the amount of:

☐ $500 ☐ $250 ☐ $100 ☐ $50 *(minimum per account)* ☐ Other: $ _____

Investment schedule

Investments will be made in the following Fund(s) on or about the 5th day of the month, unless otherwise specified, according to the schedule indicated below.

☐ Each Month

☐ Invest on the _____ day of the following months:

☐ January ☐ February ☐ March ☐ April ☐ May ☐ June
☐ July ☐ August ☐ September ☐ October ☐ November ☐ December

Investment information *($50 minimum per account)*

Funds	Amount	Funds	Amount	Funds	Amount
Balanced	$ _____	Low Duration Bond	$ _____	Total Return Bond	$ _____
Common Stock	$ _____	Multi-Asset Income	$ _____	Unconstrained Bond	$ _____
Government Securities	$ _____	Small Company	$ _____	Federated Gov't Obligations	$ _____
International Equity	$ _____	Sustainable Core Opportunities	$ _____		

9. Would you like to make systematic withdrawals?

State Tax Withholding: Depending on your state of residence, state income tax may also apply. State tax withholding will be based on your state's minimum withholding requirement.

☐ Minimum distribution ☐ Joint Life *(Only available with a spousal beneficiary at least 10 years younger)*

☐ Do not withhold taxes ☐ Withhold federal income tax at the rate of _____ %. *(Min. 10%)*

☐ Set dollar amount $ _____ *(Caution: the account owner is responsible for meeting required minimum distribution)*

☐ Premature under IRS Reg. 72T Amortized *(Must provide dollar amount)* $ _____ /pmt

or Life expectancy: Single / Joint *(circle one)*.

Amount _____ or Annual % _____ Fund _____

Amount _____ or Annual % _____ Fund _____

☐ Check ☐ Direct deposit to my own bank account (*Complete Bank Information in Section 10)*

Redemption schedule

Withdrawals will be made from the following Fund(s) on or about the 20th day of the month, unless otherwise specified, according to the schedule indicated below.

☐ Redeem on the following day(s): ☐ 5th ☐ 10th ☐ 15th ☐ 20th ☐ 25th

☐ Every Month

☐ January ☐ February ☐ March ☐ April ☐ May ☐ June
☐ July ☐ August ☐ September ☐ October ☐ November ☐ December

10. Bank Information Complete and attach a voided check

By adding bank instructions to your account, you will also be eligible to invest by telephone.

Name of Bank | Bank Account Number

Name(s) in which bank account appears on bank records | Routing number *(Ask bank for number or attach a voided check.)*

Bank Address

City | State | Zip (+4)

Type of account: *(check one)* ☐ Checking ☐ Savings

11. To Open Your Account

Read and sign here to open your account

By signing this Application, I certify that I am of legal age, have received and read the current applicable prospectus and the Privacy Policy of Sentinel Investments, I understand the eligibility requirements for the type of IRA deposit I am making and I state that I do qualify to make the deposit. I have received a copy of this Application, Plan Agreement and Disclosure Statement. I understand that the terms and conditions which apply to this Individual Retirement Arrangement are contained in this Application and the Plan Agreement. I agree to be bound by those terms and conditions, and agree to all terms. I appoint Boston Financial Data Services, Inc. as my "Agent" to act upon telephone instructions, reasonably believed to be authorized by me, to (a) redeem shares in my account(s) and wire transfer the proceeds to the bank account specified in writing by me, (b) to exchange Fund shares (shares to be acquired will be registered exactly as my present account), (c) to change the dividend elections on my account(s), and (d) to purchase shares by electronic transfer of funds from my specified bank account. I hereby ratify any instructions so given, consent to the tape recording of these instructions and, so long as Boston Financial Data Services, Inc. employs reasonable procedures to confirm that instructions are genuine, I agree that I will hold neither the Funds nor their servicing entities liable for any unauthorized telephone or written instructions.

I understand when all or a portion of a purchase is received for investment without a clear Fund designation or for investment in a closed class or Fund, Sentinel may return the money or may deposit the undesignated portion or the entire amount, as applicable, into the Class A shares of the Low Duration Bond Fund without sales charge. I may at any time after the purchase direct the exchange of these shares of the Low Duration Bond Fund at the next net asset value calculated after acceptance of such direction. Exchange transactions will be subject to any applicable sales load.

Under penalties of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number and (2) the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to such withholding.

☐ If this box is checked, I certify that the owner is a qualified retirement plan, not subject to backup withholding, which has applied for but not yet received a taxpayer identification number.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Account Owner's Signature: _____ Date: _____

Form **5305-A**
(Rev. March 2002)
Department of the Treasury
Internal Revenue Service

Traditional Individual Retirement Custodial Account

(Under section 408(a) of the Internal Revenue Code)

Do Not file with the Internal Revenue Service

Name of depositor	Date of birth of depositor	**Identifying number** (see instructions)
Address of depositor		Check if amendment ☐
Name of custodian **State Street Bank & Trust Co. (SSBT)**	Address or principal place of business of custodian c/o Sentinel Investments PO Box 55929, Boston, MA 02205-5929	

The depositor named above is establishing a traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named above has given the depositor the disclosure statement required by Regulations section 1.408-6.
The depositor has assigned the custodial account _____ dollars ($ _____) in cash.
The depositor and the custodian make the following agreement:

Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to $3,000 per year for tax years 2002 through 2004. That contribution limit is increased to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter the tax year, the contribution limit is increased to $3,500 per year for tax years 2002 through 2004, $4,500 for 2005, $5,000 for 2006 and 2007,and $6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

The depositor's interest in the balance in the custodial account is nonforfeitable.

Article III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3); which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this agreement to the contrary the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
(a) A single sum or
(b) Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.

3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
(a) If the depositor dies on or after the required beginning date and: .
(i) the designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(ii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(ii) below, over such period.
(ii) the designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.
(b) If the depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected there is no designated beneficiary, in accordance with (ii) below:
(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii),even if longer), starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But, in such case if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy or in accordance with (ii) below if there is no such designated beneficiary.
(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

   (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 70½ is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1401 (a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or if applicable, the depositor and spouse's) attained age (or ages) in the year.

   (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401 (a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

   (c) The required minimum distribution for the year the depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

Article VIII

1. **Investment of Account Assets.** Contributions shall be invested in accordance with the Depositor's written instructions in the IRA application for initial purchases, and with subsequent written or telephone instructions of the Depositor or his successor in a form acceptable to the Custodian and consistent with the requirements of the Fund and its transfer agent, and shall be in shares or units of Sentinel Group Funds, Inc., and such other investment vehicles as Sentinel Administrative Services, Inc. may certify to the Custodian as being available for investment pursuant to this Agreement. By giving such instructions, the Depositor shall be deemed to have acknowledged that the Depositor has received and read the then current prospectus for any shares in which the Depositor directs the Custodian to invest contributions. All dividends and capital gain distributions received on the shares of the fund held in each Custodial Account shall (unless received in additional shares of such fund) be reinvested in such shares which shall be credited to such Custodial Account. If any distribution on shares of the fund may be received at the election of the shareholder in additional shares or in cash or other property the Custodian shall elect to receive such distribution in additional shares. Sales charges attributable to the acquisition of shares shall be charged to the Custodial Account for which such shares are acquired. The Custodian shall not be liable for interest on any cash balance in the Custodial Account. All mutual fund shares acquired by the Custodian and held in the Custodial Account shall be registered in the name of the Custodian or its registered nominee.
2. **Exchange Privilege.** With respect to any mutual fund shares held in the Custodial Account, the Depositor may, by delivering instructions in a form acceptable to the Custodian, cause shares of any fund to be exchanged for shares of any other fund meeting the requirements of this Agreement, upon the terms and within the limitations imposed by the then current prospectus of the funds acquired in the exchange. By giving such instructions, the Depositor shall be deemed to have received and read such prospectus.
3. **Voting with Respect to Shares.** The Fund shall deliver, or cause to be delivered by mail or electronically, to Depositor all notices, prospectuses, financial statements and other reports to shareholders, proxies and proxy soliciting materials relating to the shares of the Fund(s) credited to the Custodial Account. The Custodian shall vote any shares held in the Account in accordance with the timely written instructions of the Depositor if received. If no timely written voting instructions are received from the Depositor, the Depositor agrees that the Custodian may vote such unvoted shares as instructed by the Sponsor, which may include voting in the same proportion of shares of the Fund for which written voting instructions were timely received by the Fund (or its agent) from the Fund's other shareholders or in accordance with the recommendations of the Fund's board of directors in the relevant proxy soliciting materials. In the latter case, the Custodian shall have no responsibility to separately review or evaluate the Fund's board of directors' voting recommendations nor have any liability for following the Depositor's instruction to follow the Fund's board of directors' recommendation.
4. **Amendment and Termination.** The Depositor may at any time and from time to time, terminate this Agreement in whole or in part by delivering to the Custodian a signed written notice of such termination, in a form acceptable to the Custodian. The Depositor delegates to the Custodian the right to amend this Agreement (including retroactive amendments) in accordance with any applicable laws and regulations affecting this Agreement and the Custodial Account by written notice to the Depositor mailed to his last address known to the Custodian, and the Depositor shall be deemed to have consented to any such amendment.
5. **Resignation or Removal of Custodian.** The Custodian may resign at any time upon 30 days' notice in writing to the Depositor. The Depositor or the Funds may remove the Custodian at any time upon 30 days' written notice. Upon such resignation, or removal, the Depositor shall appoint a successor custodian. The successor custodian shall satisfy the requirements of section 408(h) of the Code and shall accept its appointment within 30 days after resignation or removal of the Custodian. The Custodian shall, upon receipt of written acceptance of such appointment by the successor custodian transfer and pay over to such successor the assets of and records relating to the Custodial Account. In the event the Depositor fails to appoint a successor custodian, the Funds shall appoint such successor itself. The Custodian shall not be liable for the acts or omissions of any successor custodian.
6. **Custodian's Annual Fees.** The Depositor shall be charged by the Custodian for its services under the Agreement in such amount as the Custodian shall establish from time to time. Sufficient shares may be liquidated from the Custodian Account to pay the fee. The annual fee in effect on the date of this Agreement is set forth below. A different fee may be substituted at any time upon written notice to the Depositor. A Depositor who does not consent to such new fee should terminate this Agreement pursuant to the preceding paragraph within 30 days of the notice of the new fee. If no such termination is made within 30 days of the notice of the new fee, the Depositor will be deemed to have consented to the new fee.

7. **Other Fees and Expenses.** Any income or other taxes of any kind whatsoever that may be levied or assessed upon or with respect to the Custodial Account or the income thereof, and all other reasonable administrative expenses incurred (including but not limited to legal expenses and compensation of the Custodian for services with respect to any taxes or controversy regarding the Custodial account) may, in the discretion of the Custodian, be charged against and paid from the assets of the Custodial Account. Sufficient shares may be liquidated from the Custodial Account to pay any such taxes, expenses, and compensation.
8. **Inalienability of Assets.** The assets held in the Custodial Account shall not be subject to alienation, assignment, garnishment, attachment, execution, or levy of any kind, and any attempt to cause any such interest, right, claim, assets or benefits to be so subjected shall not be recognized, except to the extent as may be required by law.
9. **Designation of Beneficiary.** The Depositor may designate one or more beneficiaries or change or revoke a beneficiary designation by written notice in a form acceptable to and filed with the Custodian. If no such designation is in effect at the time of the Depositor's death or if no designated beneficiary survives the Depositor, the beneficiary shall be the Depositor's estate. If a beneficiary dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to the payee or payees designated by the beneficiary. The beneficiary may designate one or more payees or change or revoke a payee designation by written notice in a form acceptable to and filed with the Custodian. If no such designation is in effect at the time of the beneficiary's death or if no designated payee survives the beneficiary the payee shall be the beneficiary's estate. A change in the recipient of distributions from the Depositor to a beneficiary, or from a beneficiary to a payee as applicable, shall not be deemed to be an election to accelerate the timing of distributions which would otherwise have applied except as specifically required under the provisions of Article IV or except as specifically elected by the recipient. While the rules of this section relate to the "designated beneficiary" rules of Article IV, the rules of this section control the person(s) to whom payments will be made after the death of the Depositor.
10. **Duties and Responsibilities of the Custodian.** The Custodian will not under any circumstances be responsible for the timing, purpose or propriety of any contribution or of any distribution made hereunder nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any such contribution or distribution. The Custodian is not obligated to make any distribution absent a specific written direction, in a form acceptable to and filed with the Custodian, from the Depositor or designated beneficiary to do so. The Custodian shall not incur any liability or responsibility in taking or omitting to take any action based on any written notice, request, instruction or any other written instrument beheved by the Custodian to be genuine and to have been properly executed unless such instructions shall have been specifically agreed to by the Custodian. The Custodian shall tie under no duty of inquiry with respect to any such writing, but in its discretion may request any tax waivers proof of signatures or other evidence which it reasonably deems necessary for its protection. The Custodian will not defend or engage in any suit with respect hereto unless it shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction. The Depositor and his successors shall to the extent permitted by law, indemnify the Custodian and its successors and assigns against any and all claims, actions or liabilities of the Custodian to the Depositor or his successors, including without limitation all reasonable expenses incurred in defending against or settlement of such claims, actions or liabilities, which may arise in connection with the Agreement or the Custodial Account, except those due to the Custodian's own bad faith, gross negligence or willful misconduct.
11. **Income Tax Withholding.** Federal income tax will be withheld, in accordance with current law and regulations, on distributions unless the Depositor or his designated beneficiary elect to have no withholding. A Distribution may be delayed and withholding will be applied if a withholding election is not included in a written request for distribution.
12. **Timing of Contributions.** Contributions must be made by the deadline for filing the Depositor's income tax return (excluding extensions). Contributions will be recorded as a contribution for the year in which received by the Custodian unless the Depositor designates the year for which the contribution is being made in a manner acceptable to the Custodian and, if being made for the prior year, the contribution is postmarked prior to the tax return due date for that year. Improperly completed applications will be returned to the sender.
13. **Notices.** All notices required or permitted to be given by the Custodian shall be deemed to have been given when sent by mail to the Depositor at the Depositor's last address of record provided to the Custodian. All notices required or permitted to be given to the Custodian shall be deemed to have been given when received by the Custodian if mailed to the Custodian at State Street Bank & Trust Co. (SSBT), c/o Sentinel Investments, PO Box 55929, Boston, MA 02205-5929, or such other address as the Custodian shall provide to the Depositor from time to time.
14. **Governing Law.** This Agreement and the Custodial Account shall be construed, administered, and enforced according to the laws of the State of Delaware.

In witness whereof, the Depositor who has caused these presents to be signed and the Custodian, to evidence its acceptance of these presents, have hereunder set their hands and seals, on the date and year first above written.

Depositor's signature _____ Date _____

Custodian's signature **State Street Bank & Trust Co. (SSBT)** Date _____

(Custodial fee $15 per Tax ID Number per year)

Witness _____

(Use only if signature of the Depositor or the Custodian is required to be witnessed.)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (depositor) and the custodian and must be completed no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-A with the IRS. Instead, keep it with your records.

For more information on IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590**, Individual Retirement Arrangements (IRAs).

Definitions

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

Identifying Number

The depositor's social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse.

Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the depositor reaches age 70½ to ensure that the requirements of section 408 (a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

Sentinel Funds IRA Disclosure Statement

The attached Individual Retirement Account Disclosure Statement covers various aspects of establishing an IRA, contributing to an IRA, and receiving distributions from an IRA.

This disclosure statement concerns IRAs established for regular and rollover IRA contributions and various forms of Simplified Employee Pension Plans (SEP's) using IRS Form 5305-A, and SIMPLE IRA's established for Savings Incentive Match Plans for Employees (SIMPLE-IRA's) using IRS Form 5305-SA. This disclosure statement does not apply to ROTH IRA's established using IRS Form 5305-RA or to Coverdell Education Savings Accounts (formerly known as Education IRA's) established using IRS Form 5305-EA.

Revocation: You have the right to revoke your IRA account within 7 days of the earlier of the date you receive a copy of Form 5305-A or Form 5305-SA, as applicable, and this Disclosure Statement or the date you sign the application establishing your account. If you revoke your IRA, you are entitled to a return of the entire amount contributed. To revoke the IRA, you must either mail or deliver a notice of revocation to Sentinel Investments PO Box 55929 Boston, MA 02205-5929.

If you send your notice by first class mail, your revocation will be deemed mailed as of the date of the postmark (or if sent by certified or registered mail, the date of certification or registration) if it is so deposited (mailed) in the United States, first class postage prepaid, and properly addressed.

Financial Information: Growth in the value of your IRA cannot be guaranteed or projected. However, the income and operation expenses of each allowable investment that you select for your IRA will affect the value of its shares and, therefore, the value of your IRA. The effective prospectus for such shares contains information regarding current income and expenses of each of these investments. Reasonable fees and other expenses of maintaining your IRA may be charged to you or your IRA.

Investment earnings, sales charges & fees: Your interest in a Sentinel Fund IRA is reflected by the number of shares purchased by your investment. All income dividends and any capital gains distributions earned by your account will be in the form of additional shares of that fund and will be automatically reinvested in your account without sales charge.

If your initial and subsequent investments are in any of the Sentinel Funds, certain sales charges may apply. These charges range from 5.0% to 0%, depending upon the amount invested and/or the fund selected. Please see the Sentinel Funds prospectus.

Custodial Fee: State Street Bank & Trust Co. (SSBT), custodian for Sentinel Funds IRA accounts, charges an annual Custodial Fee of $15 per Tax ID Number.

Transfer Fee: A fee of $25 is assessed for transferring assets from a Sentinel Fund IRA to any other Custodian or fund other than another Sentinel Fund.

Should you have further questions regarding your Sentinel Fund IRA please feel free to contact your Sentinel Funds representative, or call Sentinel Investor Services at 800-282-FUND (3863).

INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE STATEMENT

The following information is provided to you in accordance with the requirements of the Internal Revenue Code (the"Code") and Treasury regulations and should be reviewed in conjunction with the Individual Retirement Custodial Account agreement (the "Custodial Agreement"), the Application for your IRA (the "Application"), and the prospectus for the mutual funds of Sentinel Group Funds, Inc. and such other investment vehicles as Sentinel Administrative Services, Inc. certifies are allowable investments for your IRA. The provisions of the Custodial Agreement, Application and prospectus govern in any instance where the Disclosure Statement is incomplete or appears to conflict. This Disclosure Statement reflects the provisions of the Internal Revenue Code in effect on January 1, 2002. This Disclosure Statement provides a nontechnical summary of the law. Please consult with your tax advisor and refer to IRS Publication 590 for complete information.

The following information concerns the rules for a traditional IRA, including an IRA maintained under a simplified employee pension plan (a "SEP") and the rules for a SIMPLE IRA maintained under a SIMPLE IRA plan. Different rules, not discussed below, apply to ROTH IRA's and Coverdell Education Savings Accounts (formerly known as Education IRA's).

I. IRA STATUTORY REQUIREMENTS

An IRA is a trust or custodial account established for the exclusive benefit of you and your beneficiaries. Current law requires that your IRA agreement be in writing and that it meet the following requirements:

1. All contributions must be in cash and, for any taxable year, cannot exceed 100% of your compensation or the tax year's maximum dollar contribution limit (the "dollar limit"), whichever is less, unless the contribution is a rollover contribution or an employer contribution to a SEP or a SIMPLE IRA plan.
2. The custodian or trustee must be a bank or other institution or person that is approved by the Internal Revenue Service to administer your IRA in accordance with current tax laws.
3. None of your IRA assets may be invested in life insurance contracts or commingled with the assets of other people except in a common trust fund or common investment fund.
4. Your interest in your IRA account is nonforfeitable.
5. Distribution from your IRA must be in accordance with certain minimum distribution rules, which are explained in Section V below.

II. ELIGIBILITY

You may make regular contributions to an IRA if you receive compensation from employment, earnings from self-employment, or alimony, and you have not reached age 70½ by the end of the tax year for which the contribution is made. In addition, if you are married and file a joint tax return, you may make contributions to an IRA for your spouse whether or not your spouse receives compensation. You may make a rollover contribution to an IRA if you have received an eligible rollover distribution (described in III. E. below) from an eligible retirement plan or if you have received a distribution from another IRA owned by you from which no other rollover has been made in the preceding 12-month period, and elect rollover treatment within 60 days. Finally, your employer may contribute to your IRA, and if your employer sponsors a"SEP"), your employer may make contributions to a SEP/IRA on your behalf. However, if your employer sponsors a SIMPLE IRA plan and establishes a SIMPLE IRA for your benefit under that plan, only your employer may make contributions to that SIMPLE IRA (other than rollover contributions described in section III. H. below).

III. CONTRIBUTIONS

A. Regular Contributions

You may contribute each year up to the applicable dollar limit or 100% of your compensation, whichever is less, to your IRA. If you have a spouse and file jointly, you may take your joint income, less any contribution by your spouse to an IRA, into account for purposes of the 100% of compensation limit. If your employer contributes directly to your IRA on your behalf, the contribution is treated as compensation paid to you,whether or not the contribution is deductible, unless the contribution is made under a SEP or SIMPLE IRA (see below). Compensation for these purposes means wages,salaries, professional fees, or other amounts derived from or received for personal services actually rendered. It includes earned income from self-employment and alimony or separate maintenance payments includable in income. It does not include pension or annuity payments or deferred compensation. You may not make a regular IRA contribution to a SIMPLE IRA established for your benefit under a SIMPLE IRA plan.

B. Dollar Limit

The dollar limit depends on the year for which the contribution is being made:

2005 - 2007	$4,000
2008 and thereafter	$5,000

In addition, for an individual who attains age 50 before the end of the year, the dollar limit is increased by the following amount:

2002 - 2005	$500
2006 and thereafter	$1,000

C. Time for Making Regular Contributions

You may make contributions to your IRA and/or your spousal IRA anytime during a year, or by the due date for filing your tax return for the year (without extensions). No contributions may be made to an IRA for the calendar year in which you reach age 70½ or later years. No contributions to a spousal IRA may be made for years in which your spouse is age 70½ or older.

D. Deductibility

IRA contributions you make to your IRA are fully deductible unless you or your spouse are active participants in certain types of retirement plan programs maintained by your employer. These plans are an employer's qualified retirement plan under Internal Revenue Code (IRC) Section 401(a) or 403(a), a tax-sheltered annuity program under IRC Section 403(b), a governmental retirement plan, a SEP or a SIMPLE IRA plan. If you or your spouse are active participants in such a plan, then your allowable deduction for IRA contributions is reduced or eliminated if your Adjusted Gross Income ("AGI") exceeds certain levels. The reduction is in the same proportion as the excess of your AGI over the amount from the following table bears to $10,000 (see IRS Publication 590, available from the IRS website, for a more detailed explanation and a worksheet for calculating the deductible amount).

	Married Taxpayer Filing Jointly	Married Taxpayer Filing Singly	Any Other Taxpayer
2006	$75,000	$0	$50,000
2007	$80,000	$0	$50,000
2007 and later	$80,000*	$0	$50,000*

*As adjusted for inflation

(If you file separately and are married but live apart from your spouse at all times during the year, you will be considered to be single when applying the following rules regarding deduction limitations.)

To the extent that the deductibility of IRA contributions is reduced or eliminated, then nondeductible contributions may be made to your IRA. Earnings on all IRA contributions, whether or not the contributions themselves are deductible, are tax-deferred until receipt. You must designate the amount of nondeductible IRA contributions when filing your tax return for the year. If you overstate the amount of your nondeductible contributions you must pay a $100 penalty, unless you can show that such overstatement was due to reasonable cause. If you fail to report nondeductible IRA contributions you will be subject to a $50 penalty, unless your failure was due to reasonable cause.

E. Rollover Contributions From an Eligible Retirement Plan to Your IRA

1. Amounts Eligible for Rollover

You may make a rollover contribution to your IRA of some or all of an "eligible rollover distribution "from an "eligible retirement plan." An eligible retirement plan is an employer's qualified retirement plan under Internal Revenue Code (IRC) Section 401(a) or 403(b) (an "employer Plan"), a tax-sheltered annuity program under IRC Section 403(b), or an eligible deferred compensation plan, described in IRC Section 457(b) sponsored by a governmental entity. If the distribution is from an eligible retirement plan, the administrator of the plan should be able to tell you what portion of your payment is an eligible rollover distribution.

An "eligible rollover distribution" is any distribution from an eligible retirement plan, with the following exceptions:

Payments Spread Over Long Periods. You cannot roll over a payment from an eligible retirement plan if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for

- your lifetime (or your life expectancy), or
- your lifetime and your beneficiary's lifetime (or life expectancies), or
- a period of ten years or more.

Required Minimum Payments. Beginning in the year you reach age 70½ (or for an employee in an employer plan who is not a 5% owner of the business, upon retirement if later), the law requires an eligible retirement plan to provide a certain minimum level of payments. A portion of the distribution from an eligible retirement plan equal to that required minimum payment may not be rolled over because it is a payment that must be paid to you.

Hardship Distributions. You cannot roll over a distribution received from an eligible retirement plan on account of hardship.

2. Direct Rollover

You can choose a direct rollover of all or any portion of your payment from an eligible retirement plan that is an "eligible rollover distribution," as described above. In a direct rollover, the eligible rollover distribution is paid directly from the plan or tax-sheltered annuity to your IRA. If you choose a direct rollover, you are not taxed on a payment until you later take it out of the IRA.

3. Rollover of Plan Payments Paid To You

If you have the payment from an eligible retirement plan which could have been directly rolled over paid to you, it is subject to 20% income tax withholding. The payment is taxed in the year you receive it unless, within 60 days, you roll it over to an IRA (or another eligible retirement plan that accepts rollovers). If you do not roll it over, special tax rules may apply.

Sixty-Day Rollover Option. If you have an eligible rollover distribution paid to you, you can still decide to rollover all or part of it to an IRA (or another eligible retirement plan that accepts rollovers). If you decide to rollover, you must make the rollover within 60 days after you receive the payment. The portion of your payment that is rolled over will not be taxed until you take it out of the IRA (or the eligible retirement plan).

You can rollover up to 100% of the eligible rollover distribution, including an amount equal to the 20% that was withheld. If you choose to rollover 100%, you must find other money within the 60-day period to contribute to the IRA or the eligible retirement plan to replace the 20% that was withheld. (On the other hand, if you rollover only the 80% that you received, you will be taxed on the 20% that was withheld).

See the Special Tax Notice Regarding Plan Payments that must be provided by your eligible retirement plan, for additional information on the rules governing rollover and taxation of plan distributions, or consult your tax advisor for more details.

4. Other Rules

You can make a rollover from an eligible retirement plan of your spouse's employer if you received all or a part of your spouse's share as a result of his or her death. A spouse or former spouse who is a recipient of a distribution made under a qualified domestic relations order may roll over all or part of the distribution.

An effective rollover allows you to postpone paying taxes on the amount distributed from the eligible retirement plan until it is withdrawn from the IRA. You do not report the distribution as income and you do not take a deduction for the rollover contribution. Earnings on your rollover IRA are tax deferred until receipt. Because complex rules apply to distribution and rollovers of payments from eligible retirement plans, you should seek competent tax advice whenever you contemplate receiving a distribution from an eligible retirement plan.

F. Rollover Contributions From Another IRA to Your IRA

You may also make a rollover contribution of amounts held in another IRA you own. There are no limits on the amount of rollover contributions made to an IRA from another IRA. However, the distribution from the first IRA must be rolled over within 60 days of receipt and no more than one distribution per year from an IRA may be rolled over into another IRA.

G. SEP Contributions

If your employer has established a simplified employee pension ("SEP"), your employer may make contributions to your SEP/IRA. The maximum SEP contribution is the lesser of 25% compensation or $42,000. SEP contributions are not included in your taxable income. You may also contribute to this IRA, but since the SEP is treated as an employer plan, the deductibility limits discussed in III.D. above would apply to your contributions.

H. SIMPLE IRA Plans

If your employer has established a SIMPLE IRA plan, only your employer may make contributions to a SIMPLE IRA established on your behalf under that plan. You may not make contributions to that SIMPLE IRA, except that you may make a rollover contribution to your SIMPLE IRA of the amounts from another SIMPLE IRA established on your behalf.

IV. EXCESS CONTRIBUTIONS

Amounts contributed to an IRA which exceed the maximum allowable contribution are treated as "excess contributions" and are subject to a nondeductible 6% penalty tax for each year in which the excess remains in the IRA. Excess contributions may be corrected and the 6% penalty tax avoided by withdrawal of the excess and any earnings thereon before the due date (including extensions) of the tax return for the tax year for which the excess contribution was made. No deduction may be taken for the excess contributions and the earnings must be included in taxable income for the year the contribution was made. The earnings withdrawn may be subject to a 10% premature distribution tax if you are under age 59½. See Section V.B.

An excess contribution may be withdrawn after the due date of the tax return (including extensions) with the following consequences:

(a) If your total contribution for the tax year the excess contribution was made does not exceed the dollar limit described in III.B. the excess contribution and any earnings on it may be withdrawn by the due date of your tax return for that year (including extensions) without being included in income or being subject to the 10% premature distribution tax. No deduction may be taken for the excess contribution. Any earnings withdrawn will be included in income and may be subject to the premature distribution tax.

(b) If your total contribution for the tax year the excess contribution was made exceeds the dollar limit described in III.B. any excess contribution and any earnings on the excess withdrawn after the due date for tax filing (including extensions), will be includable in income in the year received and will be subject to any 10% premature distribution tax that may apply. Additionally, no deduction may be taken for the excess contribution for the year in which it is made.

(c) Any excess contribution withdrawn after the due date for the tax filing (including extensions) for the year for which the contribution was made is subject to the 6% penalty tax on the amount of the excess contribution for the taxable year in which made and each tax year that it is still in your IRA at the end of the year.

You may also correct an excess contribution to your IRA by treating the excess amount as contributed to your IRA in a subsequent year to the extent that the excess, when aggregated with your IRA contribution (if any) for the subsequent year, does not exceed the maximum amount for that year. You may be entitled to a deduction for the amount of the excess contribution that is applied in the subsequent year.

V. DISTRIBUTIONS

A. Taxation of Distribution as Ordinary Income

In general, you must include distributions from your IRA in your gross income for the year in which the distributions are received. There is a 10% additional income tax assessed against premature distributions to the extent such distributions are includable in income, as described in Part B below.

You may exclude from your income that portion of a distribution that constitutes a return of the nontaxable portion of your IRA. The nontaxable portion of your IRA consists of amounts for which you did not receive a tax benefit or as to which you already have recognized the income, for example your properly reported nondeductible contributions or the nontaxable portion of an eligible retirement distribution which you rolled into your IRA. The amount of the distribution excludable from income is the portion that bears the same ratio to the total distribution that your aggregate nontaxable portion (not distributed in prior years) bear to the balance at the end of the year (calculated after adding back distributions made during the year) of your IRA. For this purpose, all of your IRAs are treated as a single IRA, and all distributions from an IRA during a taxable year are to be treated as one distribution.

In addition, your gross income does not include any distribution from an IRA that is properly rolled over. You may rollover all or any part of property received in a distribution of assets within 60 days of receipt, into another IRA or individual retirement annuity, and maintain the tax-deferred status of such assets, but only one such rollover of a distribution from any one IRA is permitted in any 12-month period.

Alternatively, a distribution from an IRA may be rolled over into an eligible retirement plan which agrees to accept such rollovers. If the eligible retirement plan is a governmental deferred compensation plan described in IRC section 457(b), however, the rollover is only permitted if that plan agrees to separately account for such rollover amounts. The maximum amount which may be rolled over from an IRA to an eligible retirement plan is the amount which would be included in gross income. In other words, the nontaxable portion of an IRA distribution cannot be rolled over into an eligible retirement plan. In determining the taxable and nontaxable portions, all of an individual's IRA's may be aggregated and distributions are considered to come first from taxable portions of the aggregated IRA amount.

As explained in Section IV, certain distributions of excess contributions are not included in income. In addition, IRA contributions for a taxable year which do not exceed the contribution limits for such year may also be withdrawn without being included in income or being subject to a 10% premature distribution tax, as long as such contributions and earnings thereon are withdrawn prior to the due date (including extensions) of the tax year for which the contribution was made. The earnings withdrawn must be included in taxable income for the year in which the contribution was made and may be subject to the 10% premature distribution tax.

B. Tax on Premature Distributions

To the extent they are included in income, distributions from your IRA made before you reach age 59½ will be subject to a 10% nondeductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is made on account of your death or disability, or is needed for medical expenses in excess of 7.5% of your adjusted gross income, the distribution is one of a scheduled series of substantially equal payments over your life expectancy or the joint life expectancies of you and your beneficiary, or the distribution is needed for the payment of certain health insurance premiums upon separation from employment, subject to certain conditions, or the distribution is used to pay certain expenses in connection with the purchase of a principal residence if you are a first-time homebuyer.

C. Required Minimum Distributions During Your Life

You must begin receiving distributions from your IRA accounts by April 1 of the calendar year following the calendar year in which you reach age 70½ (the "required beginning date"). Subsequent distribution must be made by December 31 of each year.

Once distributions are required to begin, generally the payments each year must not be less than the amount (specified in an Internal Revenue Service table, which is generally designed to assure that your entire account is paid out over your life). See IRA Publication 590 and Article IV of the Custodial Agreement for a more detailed explanation of how to calculate the minimum distribution. The minimum distribution required must be calculated separately for each IRA you own, but the amounts so determined may be totalled and taken from any one or more of your IRAs. You will be subject to a 50% excise tax on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year.

You may take your distribution in:

1. A Lump sum;
2. an annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over your life or over the joint and last survivor lives of you and your designated beneficiary; or
3. annual payments of no less than an amount specified in Article IV of the Custodial Agreement

(See Article IV of the Custodial Agreement for a full description of permissible distribution methods).

D. Required Minimum Distributions After Your Death

If you die before your required beginning date, distribution must be made to your beneficiary within 5 years after your death unless, within 1 year after your death, your beneficiary begins receiving distributions over a period not extending beyond your beneficiary's life expectancy. When your beneficiary is your spouse, however, distributions can be postponed until the date you would have become age 70½, at which time your spouse must take them over a period not extending beyond his or her life expectancy. See Article IV of the Custodial Agreement for a more detailed explanation of how to calculate the minimum distribution.

If you die after your required beginning date, the balance in the Custodial Account must be paid over a period based on your designated beneficiary's life expectancy, or if it is longer, your life expectancy determined based on your age in the year you died.

If your beneficiary is your spouse, your beneficiary can elect to treat your IRA as his or her own IRA as long as this election is made within 5 years of your death.

The minimum distribution required must be calculated separately for each IRA, but the amounts so determined may be totalled and taken from any one or more IRAs.

A payee is subject to a 50% excise tax on the amount by which a distribution for the year falls short of the minimum distribution required.

E. Distributions from a SIMPLE IRA

During the 2-year period beginning on the date an individual first participates in a SIMPLE IRA plan maintained by the individual's employer, certain special rules apply. The premature distribution tax described in V.B. above is 25% rather than 10% of the amount includable in gross income. And a tax-free rollover described in V.A. is only available if the distribution is rolled over into another SIMPLE IRA. Thereafter, the regular distribution rules apply to a distribution from a SIMPLE IRA.

VI. LOSS OF TAX-EXEMPT STATUS OF IRA

If you engage in any of the prohibited transactions listed in Section 4975 of the Code (such as any sale, exchange, or leasing of any property (including most collectibles) between you and your IRA), your account will be disqualified and the entire balance of your account will be treated as if it had been distributed to you as of the first day of the year in which the prohibited transaction occurred. The fair market value of your IRA will be included in income in the year the prohibited transaction takes place and, if you are under age 59½ at the time, you may be subject to the 10% penalty tax on premature distributions. Should you or your beneficiary pledge all or any portion of your IRA as security for a loan, the portion so pledged will be treated as if distributed to you, will be included in your income, and may be subject to the 10% premature distribution penalty during the year in which the pledge occurred.

VII. OTHER TAX CONSIDERATIONS

A. Federal Income Tax Withholding

Federal Income tax will be withheld on amounts distributed from your IRA unless you elect not to have withholding apply. Generally, tax will be withheld at a 10% rate. At the time of distribution from your IRA, you will be notified of your right to elect not to have withholding apply and will be provided with the appropriate election form. If your IRA distribution is to be delivered outside of the U.S., you may elect not to have withholding apply only if you certify to the Custodian that you are not a U.S. citizen residing overseas or a "tax avoidance expatriate" as described in Section 877 of the Internal Revenue Code.

B. Distribution not Eligible for Lump-Sum Averaging or Capital Gains Treatment

No distribution to you or anyone else from your account can qualify for capital gains treatment under the federal income tax laws or for the five- or ten-year averaging available with respect to certain lump sum distributions from other types of retirement plans. The distribution is taxed to the person receiving it as ordinary income.

C. Gift Tax

If you elect during your lifetime to have all or any part of your account payable to a beneficiary at or after your death, the election will not subject you to any gift tax liability.

D. Reporting for Tax Purposes

You must report deductible IRA contributions and distributions on your tax Form 1040 or 1040A for the taxable year in which the contributions or distributions were made. If you make any nondeductible contributions, you must include the amount of such nondeductible contributions and the aggregate account balance of all your IRAs as of the end of the calendar year on Form 8606. Additional reporting is required in the event that special taxes or penalties described herein are due. You must file Form 5329 with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, less than the required minimum amount is distributed from your IRA, or excess distributions are made.

VIII. IRS APPROVAL & INFORMATION

This IRA has not been submitted to the IRS for approval as to form because it incorporates Form 5305-A or Form 5305-SA, as applicable, issued by the IRS. You may obtain further information with respect to your IRA from any district office of the Internal Revenue Service or from IRS Publication 590.

Sentinel
INVESTMENTS

Privacy Notice To Our Customers

This notice is for your information and no response is required.

Sentinel Companies Privacy Policy:

Maintaining the privacy of the information you share with us in the process of doing business with the Sentinel Companies* is extremely important to us. When you purchase a product or service from one of the Sentinel Companies, you enter into a relationship that is built upon—and largely dependent upon—mutual trust. We want to assure you that we strive to conduct business in ways that are always worthy of that trust. Maintenance of our privacy practices and policies is a critical component of that resolve and we want you to know that we are committed to maintaining the highest level of confidentiality with all the information we receive from you.

How and Why We Obtain Personal Information:

In the conduct of our business with you, we often need to collect what is known as "nonpublic personal information." This is information about you that we obtain in connection with providing a financial product or service to you. The Sentinel Companies may collect nonpublic personal information about you from:

- Applications or other forms, with information such as name, address, Social Security number, assets and income, employment status, birth date;
- Your transactions with us, our affiliates, or with others, such as account activity, payment history and products and services purchased;
- Visits to our website, including information from on-line forms and on-line information collecting devices commonly called "cookies".

We or our representatives may also ask you for additional financial information in order to determine which products and services best meet your financial goals.

How We Protect Information:

We maintain strong safeguards to protect the information you have shared with us. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information. All employees are required to comply with our established confidentiality procedures and policies.

We consider any nonpublic personal information that is provided to any representative of the Sentinel Companies in the course of a business transaction as being completely confidential.

We may also disclose all of the information described above to our affiliates in order to conduct business, such as providing services, account maintenance or information about other products and services offered by our affiliates. Our affiliates may include insurance companies, broker-dealers, investment advisors, investment companies, registered representatives, trust companies, insurance agents and brokers.

In addition, we may disclose all of the information above to third parties with which we contract for services, as permitted by law. We will contractually require these third parties to protect your information. Examples of these organizations include the following:

- Third parties that administer and support our products and services (such as third party administrators, printing companies, system vendors, consultants);
- Financial service entities (such as broker-dealers, insurance agents and brokers, banks, investment companies, registered representatives, investment advisors or companies that perform marketing services on behalf or our affiliates behalf).

We may disclose all of the information above under certain circumstances to government agencies and law enforcement officials (for examples, to help us prevent fraud or as may be required by law).

Our Commitment to Confidentiality:

We will not sell nonpublic personal information about you, our customers - or our former customers-nor will we disclose it to anyone, unless we have previously informed you in disclosures or agreements, have been authorized by you, or are permitted to do so by law. We restrict access to nonpublic personal information to those employees and associates who need that information in order to provide products or services to you.

If you decide to close your accounts or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

The Sentinel Companies have a long history of dealing with confidential information in ways that are designed to assure your privacy. We are committed to consistently maintaining the highest standards for protecting the information you share with us, and ensuring the privacy of all our customers.

*This Privacy Notice applies to all of the accounts held or serviced by the following companies:
The Sentinel Funds
Sentinel Financial Services Company

Sentinel Investments is the unifying brand name for Sentinel Financial Services Company, Sentinel Asset Management, Inc., and Sentinel Administrative Services, Inc.
Sentinel Funds are distributed by Sentinel Financial Services Company, One National Life Drive, Montpelier, VT 05604, 800-282-FUND, www.sentinelinvestments.com.

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