



Fidelity Advisor

IRA Application for Automatic Rollover Accounts

Use this form to establish a new Fidelity Advisor Rollover IRA or Roth IRA with the rollover assets from your former employer's qualified retirement plan.

Type on screen or fill in using CAPITAL letters and black ink.

Helpful to Know

- Complete this IRA Application to choose investments for your rollover assets, make contributions (including additional rollover contributions), designate beneficiaries, appoint a Financial Representative, and gain investment access to your Fidelity Advisor IRA.
- Do not complete this IRA application if you wish to authorize a full distribution of your Fidelity Advisor IRA – complete the IRA Distribution Request for Automatic Rollover Accounts instead.
- By completing and signing this application, you are instructing Fidelity Investments Institutional Operations Company LLC, to establish a new Fidelity Advisor Rollover or Roth IRA in your name. You are also requesting that your entire IRA rollover account that was automatically rolled over from your former employer's qualified retirement plan and established on your behalf by your employer be transferred to this newly established Rollover/Roth IRA.

1. Account Information *All fields are required.*

By completing and signing this application, this account will be transferred to your newly established Rollover/Roth IRA and invested based on the investment options chosen in Section 4.

† Attach a copy of a valid government-issued photo ID, e.g., driver's license. You must provide an email address and mobile phone number to be used to verify and/or authorize transactions.

You must be a U.S. citizen or U.S. resident alien to establish an account.

First Name	M.I.	Last Name	Suffix
Former First Name (if applicable)	M.I.	Former Last Name (if applicable)	Suffix
SSN or TIN (required)	Date of Birth MM DD YYYY [‡]	Driver's License Number [†]	State of Issuance
Mobile Phone Number <i>Used as your primary phone</i>	Email Address*		

* See Electronic Delivery section for more details.
 † Must be at least 18 years old.

Existing Account Number <i>required</i>

This account number can be found on the confirmation statement confirming the automatic rollover to FIIOC from your former employer's retirement plan. Call a Fidelity representative at 877-208-0098 if you cannot locate your account number.

Mailing Address

Street Address	Apartment
City	State Zip/Postal Code

For P.O. Box mailing addresses, complete U.S. Residential Address section.

U.S. Residential Address Check if same as above.

Street Address	Apartment
City	State Zip/Postal Code



2. Electronic Delivery

IMPORTANT: By signing this account application, you are consenting to receive all account-related communications electronically. You agree that Fidelity may use your email and/or mobile number to message, call, or text you for this purpose. Message and data rates apply; frequency may vary. To manage your delivery preferences, login to accounts.fidelity.com and select the eDelivery settings in your Overview section.

To confirm your consent, please respond to the electronic message which Fidelity will email to you.

Note:

- Your delivery preferences are applied across all eligible Fidelity accounts owned by you based upon your most recent election. If you have already consented to electronic delivery, your election will not change.
- The email address provided should not be your Authorized agent/ Representative's email address.
- This email address will replace any existing email address already on our system.

3. Financial Representative Information

You are required to appoint a Financial Representative as agent for your Fidelity Advisor IRA to execute investment and other instructions on your behalf. Have your Financial Representative complete this section and obtain an authorized firm signature, if applicable.

Firm Number		Branch Number		Firm Name*			
Representative Number		Representative First Name		M.I.	Representative Last Name		Suffix
Branch Mailing Address						Suite	
City				State	Zip/Postal Code		
Phone			Representative Email				
Representative Assistant First Name		M.I.	Representative Assistant Last Name		Suffix	Representative Assistant Phone	

Complete this section if Fidelity should contact your representative assistant with questions about this application.

I understand the Firm so designated above (or any successor thereto) accepts such appointment upon the earliest of the following: (i) the delivery by the Firm of an instruction, direction, or inquiry to the Custodian with respect to the above-referenced account(s); (ii) the Firm's receipt of compensation paid by the Company with respect to the above-referenced account(s); or (iii) as indicated by the authorized firm signature below.

SIGN	Authorized Firm Signature
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4. Investment Options



NOTE: Please visit i.fidelity.com/fundinfo to choose your funds, or scan the QR code to the left.

Speak to your Financial Representative or visit i.fidelity.com for the most up-to-date list of funds. Unless you have authorized that future contributions be deposited per the investment allocations in this section, any check purchases submitted without accompanying fund instructions from you or from your Financial Representative on your behalf, will be invested in Fidelity Government Money Market Fund, Daily Money Class, in accordance with the terms of the FA IRA Custodial Agreement. Fund categories and fund listings within each category are not correlated with risk.

Check if applicable. ▶

I authorize all future contributions to be invested according to the allocation percentages detailed in this section unless other instructions are provided at the time of contribution.

Indicate fund number and dollar amount or whole percentage. If name of fund is written only, Class A shares will be purchased. Reuest additional purchases electronically with Fidelity Advisor Money Line,® which can be linked to your bank account by completing Section 9.

continued on next page

4. Investment Options *continued*

Speak to your Financial Representative or visit i.fidelity.com/fundinfo for the most up-to-date list of funds.

If you need to list more than six funds, please make a copy of this page.

Fund Number 1	Dollar Amount 1	OR	Percentage 1
	\$		
Fund Number 2	Dollar Amount 2		Percentage 2
	\$		
Fund Number 3	Dollar Amount 3		Percentage 3
	\$		
Fund Number 4	Dollar Amount 4		Percentage 4
	\$		
Fund Number 5	Dollar Amount 5		Percentage 5
	\$		
Fund Number 6	Dollar Amount 6		Percentage 6
	\$		
Total Dollar Amount		OR	Percentage Total
\$			

5. Beneficiary Designation

You must complete this section in order to designate beneficiaries for your Fidelity Advisor IRA account. Your beneficiary designations from your former employer's retirement savings plan DO NOT carry over to your Fidelity Advisor IRA account.

Designate beneficiaries for the Fidelity Advisor IRA account(s) established with this application. If you do not designate a beneficiary for the IRA you are establishing with this application, your surviving spouse will be your primary beneficiary, unless you have no surviving spouse, in which event the assets remaining in such account(s) will go to your estate upon your death. If your IRA contains community property and you do not designate your spouse as primary beneficiary for at least 50% of your IRA, you may want to contact an attorney for further information on the designation.

If more than one primary beneficiary is named and no percentages are indicated, payment shall be made in equal shares to the primary beneficiary(ies) who survive you. Unless otherwise specified by the account owner, if a percentage is indicated and a primary beneficiary(ies) does not survive you, the percentage of that beneficiary/s(ies)' designated share shall be divided equally among the surviving primary beneficiary(ies).

I hereby designate that the following person(s) receive the balance of my IRA upon my death. If no primary beneficiary is living at the time of my death, I hereby specify that the balance be distributed to my contingent beneficiary(ies) listed below. I reserve the right to change my beneficiary(ies) by written notice to Fidelity Management Trust Company, the Custodian of the above IRA (or its successor).

ALL FIELDS ARE REQUIRED

Primary Beneficiaries

If your beneficiary is a trust, indicate the name and date of the trust, tax identification number, and the trustee's name. If your beneficiary is an entity (other than a trust), include the name, address, and the tax identification number of the entity. Attach a separate sheet with this information if necessary.

1.	Beneficiary or Trustee First Name	M.I.	Beneficiary or Trustee Last Name	Suffix	Date of Birth or Trust MM DD YYYY	Relationship Spouse <input type="checkbox"/> Other <input type="checkbox"/>
	Name of Trust (if applicable)				SSN or TIN	% of Benefit %
2.	Beneficiary or Trustee First Name	M.I.	Beneficiary or Trustee Last Name	Suffix	Date of Birth or Trust MM DD YYYY	Relationship Spouse <input type="checkbox"/> Other <input type="checkbox"/>
	Name of Trust (if applicable)				SSN or TIN	% of Benefit %
3.	Beneficiary or Trustee First Name	M.I.	Beneficiary or Trustee Last Name	Suffix	Date of Birth or Trust MM DD YYYY	Relationship Spouse <input type="checkbox"/> Other <input type="checkbox"/>
	Name of Trust (if applicable)				SSN or TIN	% of Benefit %

Primary beneficiary percentages must total 100%.

TOTAL % _____

continued on next page

5. Beneficiary Designation *continued*

Contingent Beneficiaries

Payment to contingent beneficiary(ies) shall be made according to the rules of succession described above. You must designate your primary beneficiary(ies) before you can designate contingent beneficiary(ies).

To designate additional beneficiaries or to set up more than one IRA with this application with different beneficiaries or allocations for each, attach additional beneficiary information. Clearly indicate designations for each IRA, otherwise your designation will apply to all Fidelity Advisor IRAs established hereunder.

1.	Beneficiary or Trustee First Name	M.I.	Beneficiary or Trustee Last Name	Suffix	Date of Birth or Trust MM DD YYYY	Relationship Spouse <input type="checkbox"/> Other <input type="checkbox"/>
	Name of Trust (if applicable)				SSN or TIN	% of Benefit
2.	Beneficiary or Trustee First Name	M.I.	Beneficiary or Trustee Last Name	Suffix	Date of Birth or Trust MM DD YYYY	Relationship Spouse <input type="checkbox"/> Other <input type="checkbox"/>
	Name of Trust (if applicable)				SSN or TIN	% of Benefit
3.	Beneficiary or Trustee First Name	M.I.	Beneficiary or Trustee Last Name	Suffix	Date of Birth or Trust MM DD YYYY	Relationship Spouse <input type="checkbox"/> Other <input type="checkbox"/>
	Name of Trust (if applicable)				SSN or TIN	% of Benefit

Contingent beneficiary percentages must total 100%.

TOTAL % _____

6. Phone and Electronic Distribution Requests

If you would like proceeds sent electronically, you must complete Section 9.

IMPORTANT: You and your Financial Representative can request, electronically or by phone, taxable and reportable distributions from all IRAs you are establishing with this application. If you do not want FIIOC to accept distribution requests from your Financial Representative, check the box below.

Your Financial Representative is also authorized to provide tax withholding elections for such distributions on your behalf. Any distributions and tax withholding elections requested by your Financial Representative are treated as if requested by you, and may not be adjusted or cancelled after the distribution is processed.

I DO NOT want FIIOC to accept distribution requests by phone or by electronic means from a representative of the Financial Representative firm for any of the account(s) established with this application.

7. Householding

Each shareholder at your address must consent to have his or her mutual fund shareholder documents househanded.

By signing this application, you consent to have only **one** copy of mutual fund shareholder documents, such as prospectuses and shareholder reports, delivered to you and any other investors sharing your address. Your shareholder documents will continue to be househanded indefinitely; however, you may revoke this consent at any time by contacting Fidelity at 877-208-0098 and your household will begin receiving multiple copies within 30 days.

Do NOT household at this time.

8. Systematic Investment Program *optional*

All systematic contributions are credited to the tax year in which they are received. Be sure to choose an investment amount that does not exceed aggregate annual contribution limits.

Fidelity requests the draft from your bank account 2 business days prior to the investment date.

If you elect to systematically contribute to your account, you must also attach a preprinted voided check or banking information in Section 9.

Establish a Systematic Investment Program as follows:

Fund Number	Amount	Start Date MM DD YYYY	Frequency
	\$		<input type="checkbox"/> M <input type="checkbox"/> Q
Fund Number	Amount	Start Date MM DD YYYY	Frequency
	\$		<input type="checkbox"/> M <input type="checkbox"/> Q

Frequency: **Monthly** or **Quarterly**. Choose any day between the 4th and 28th. Program begins with the first available business cycle, based on date selected. If a frequency is not selected, your transaction will occur monthly. Transaction dates falling on nonbusiness days will occur on the next business day.

If no selection is made, or the date selected is invalid, the transaction will occur on the 15th.

9. Bank Information/Fidelity Advisor Money Line®

Provide bank information to establish the Money Line and/or Bank Wire feature on the account. You must check the box if you wish to establish the Bank Wire feature. Some transaction limits may apply.

See your Financial Representative for details.

Fidelity Advisor Money Line will be automatically added to your account using the bank information from the initial investment or attached check, provided there is at least one common name on the check and the account registration in Section 1. You must check the box below if you do not wish to establish the Money Line feature:

- Do not establish Electronic Payment via Fidelity Advisor Money Line with the information from my initial investment check.**
- Establish Bank Wire feature to allow proceeds to be transferred via the Federal Reserve System.** Payment will be wired to your bank account. Your bank may charge a fee for this transaction.

Fidelity Advisor Money Line allows you and/or your Financial Representative to electronically transfer money, via the Automated Clearing House (ACH), between the bank/credit union account listed below and the account referenced in Section 1, systematically or on demand.

Provide a preprinted voided check along with this form (preferred).

OR This feature is restricted for distributions for 10 calendar days after activation.

Enter your bank information in the fields to the right.

Bank Name			
Bank Account Owner First Name	M.I.	Bank Account Owner Last Name (or Entity Name)	Suffix
Additional Bank Account Owner First Name	M.I.	Additional Bank Account Owner Last Name	Suffix
ABA Routing Number	Bank Account Number		

If no box is checked we will default to checking.

Bank Account Type: Checking Savings

If the Fidelity Advisor account and the bank account identified DO NOT include at least one common owner, the Fidelity Advisor account owner must sign in Section 10 and have their signatures notarized. Additionally, for Money Line only – All bank account owners must also sign in Section 11 and have their signatures notarized. If a company check is provided for a non-entity account, all account owners must sign the request and a corporate resolution is required.

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10. Account Owner Signatures and Dates *Form cannot be processed without signatures and dates.*

In the section below, "FIIOC," "us," and "we" refer to Fidelity Investments Institutional Operations Company LLC and its affiliates and their employees, agents, representatives, shareholders, successors and assigns as the context may require; "FMTC" refers to Fidelity Management Trust Company and their employees, agents, representatives, shareholders, successors and assigns; "you" and "account owner" refer to the owner indicated on the account form.

By signing below, you:

- Have adopted the Fidelity Advisor IRA(s) ("IRA") as indicated in the form, appointing FMTC (or any successor) as Custodian, and FIIOC as its agent to perform administrative services.
- Have appointed the Firm identified in this form, or its successor firm, as your agent to execute instructions made by you or for you, and for such other purposes, including acting as agent for the Custodian for certain purposes, as set forth in the applicable Custodial Agreement.
- Represent that you have received, read, understand, consent to and agree to be bound by the current terms of the IRA Custodial Agreement, of which this Application including the beneficiaries you have designated is a part, and the applicable Disclosure Statement including the IRA Statement of Fees.*
- Understand that acceptance of the IRA(s) will be evidenced by written notice sent to you by or on behalf of FMTC or its successor(s).
- Have received and read the prospectus(es) for the fund(s) into which you are investing rollover assets, as well as making your contribution(s), and understand that it is your responsibility to read the prospectus(es) for any mutual fund(s) into which you exchange or invest.
- Understand that the fees set forth in the Fidelity Advisor IRA Statement of Fees will be collected by redeeming sufficient shares from one or more fund account balances and that the fee schedule may be changed from time to time, as provided in the IRA Custodial Agreement.
- Understand that although FMTC is, or its successor custodian may be a bank, neither Fidelity Distributors Company LLC which distributes the mutual funds, nor any mutual fund in which this IRA may be invested is a bank, and that mutual fund shares are NOT (i) deposits or obligations of, or guaranteed by, any depository institution, or (ii) insured by the FDIC, the Federal Reserve Board or any other agency, and ARE subject to investment risk, including possible loss of principal amount invested.
- Authorize us, upon receiving instructions from you or as otherwise authorized by you in Sections 6, 8, and 9 above, to establish the features indicated and accept and make payments from you and to you, by credit or debit entries to your account at the financial institution indicated on the voided check or deposit slip provided (Bank). You authorize the Bank to accept and process such entries initiated by us and to credit or debit your account at that Bank for such entries without responsibility for the correctness thereof or for the existence of any further authorization relating thereto.
- Understand that all Internal Revenue Service requirements apply to any contributions and/or distributions requested and/or processed by any means. Indemnify and hold us harmless from and against any and all losses, claims, costs, actions, demands, suits, proceedings, damages and expenses, including, without limitation, regulatory fines, attorneys' fees and expenses, costs of collection, and any other costs suffered or incurred by us arising out of or relating to our acting upon your (or, if applicable, your Financial Representative firm's) instructions if reasonable procedures designed to prevent unauthorized transactions are followed.
- Acknowledge that the authorization in Sections 6, 7, and/or 8 above may only be terminated by written notice to us and, if applicable, the Bank in such time and manner as to afford us and the Bank a reasonable opportunity to act upon it. Any such notification shall be effective only with respect to requests received after receipt of such notification.
- Certify that this IRA is being funded with a distribution(s) from an employer-sponsored retirement plan, such distribution(s) qualifies as a rollover, and you irrevocably elect to treat such contribution(s) as a rollover contribution(s).
- Understand that if you fund your IRA(s) with Roth 401(k) or 403(b) IRA assets from your employer-sponsored retirement plan, such assets may only be rolled over to a Roth IRA. Any non-Roth assets in your employer-sponsored plan may be rolled over to fund a Traditional or Rollover IRA or may be rolled over as a qualified rollover contribution (direct Roth conversion) to a Roth IRA. Generally, converted non-Roth amounts are subject to income taxes in the year of distribution from the Plan. Consult your tax advisor for information regarding your individual circumstances before selecting your options.
- Under penalties of perjury, you hereby certify that you are a U.S. person (including a U.S. resident alien) and that your correct taxpayer identification number is shown in Section 1. If your status changes to that of a nonresident alien, you understand that you are required to notify the Custodian of such change and that you may be required to transfer your account to another custodian. You also certify that you are at least 18 years old.
- Acknowledge that you are deemed to have received a copy of the applicable IRA Disclosure Statement unless you have requested a copy of this information from us within seven (7) calendar days following the acceptance of your IRA, as evidenced by written notification from us.
- Acknowledge that this agreement shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute. By signing below, you hereby consent to the terms of the Fidelity Advisor IRA and/or Roth IRA Custodial Agreement and Disclosure Statement, as applicable, and to the beneficiaries you have designated in this Application.
- Authorize the transfer of assets from the account listed in Section 1, which was automatically established through the rollover of assets from your former employer's retirement savings plan, to a newly established Fidelity Advisor Rollover and/or Roth IRA.

* For fee information, refer to the Fidelity Advisor IRA Statement of Fees.

10. Account Owner Signatures and Dates Form cannot be processed without signatures and dates.

- Understand that the account balance and certain uncashed checks issued from this account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

Authorization of Fidelity and Investment Professional

- Authorize us, by completing Section 9, to accept instructions from both you or a representative of the intermediary firm for transactions that result in funds being electronically transferred between your account and your bank account.

Your signature must be notarized if the bank account identified in Section 9 does not include at least one common owner. The account owner must sign and notarize Section 10 and all bank account owners must sign Section 11 and have their signatures notarized.

Statement of Notary Public *In this section, "You" and "you" refer to the Notary Public.*

You certify that the individual signing above appeared before you on the date indicated below, that they are known to you to be the individuals they claim to be, and that they represented to you that they made the certifications above their signature of their own free will.

SIGN	Account Owner Signature* <i>(required)</i>		Date MM - DD - YYYY
		▶	

* Electronically signed documents may only be submitted by your intermediary firm, which has executed a signed Electronic Signature Use and Indemnification Agreement with FIIOC, and no notary or signature guarantee is required.

NOTARIZATION 1

State	County	Identification
Print Notary Name		Commission Expires MM - DD - YYYY
Notary Signature		Date MM - DD - YYYY
SIGN		▶

▼ NOTARY STAMP OR SEAL ▼



11. Bank Owner Signatures and Dates Required if different from Fidelity account owner.

If the Fidelity account owners name does not appear on the bank account listed in Section 9, bank owner signature(s) and a notary are required for each bank owner in Section 11.

Print Bank Account Owner Name <i>First, M.I., Last</i>	
Bank Account Owner Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

Print Bank Account Owner Name <i>First, M.I., Last</i>	
Bank Account Owner Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

NOTARIZATION 2

State	County	Identification
Print Notary Name		Commission Expires <i>MM - DD - YYYY</i>
Notary Signature		Date <i>MM - DD - YYYY</i>
SIGN ▶		▶

NOTARY STAMP OR SEAL

NOTARIZATION 3

State	County	Identification
Print Notary Name		Commission Expires <i>MM - DD - YYYY</i>
Notary Signature		Date <i>MM - DD - YYYY</i>
SIGN ▶		▶

NOTARY STAMP OR SEAL

To help the government fight financial crimes, Federal regulation requires Fidelity to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Did you sign the form, and attach any necessary documents? Send the form and any necessary documents to Fidelity.

UPLOAD THROUGH WEB

Log into [Accounts.Fidelity.com](https://accounts.fidelity.com)

Instructions for Shareholders:

- Under "Manage Accounts, Other Services," go to the "Upload Documents" link.
- Follow instructions on the web portal and click "UPLOAD DOCUMENTS."

Instructions for Financial Representatives:

- Under "Quick Links" on the landing page, go to the "Upload Documents" link.
- Follow instructions on the web portal and click "UPLOAD DOCUMENTS."

FAX

888-321-7349

MAIL

Fidelity Investments Institutional Operations Company LLC (FIIOC)

Regular: P.O Box 770002, Cincinnati, OH 45277-0082

Overnight: 100 Crosby Parkway, KC1G, Covington, KY 41015

IMPORTANT: If an original signature guarantee or notary is required, this form must be mailed.

Questions? For help completing this form, call 800-522-7297 (Financial Representatives) or 877-208-0098 (Shareholders), or visit accounts.fidelity.com.

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Fidelity Investments Institutional Operations Company LLC
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Roth IRA Custodial Agreement

Under Section 408A of the Internal Revenue Code

The Depositor whose name appears on the accompanying Application is establishing a Roth individual retirement account (Roth IRA) under Section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the Depositor the Disclosure Statement required under Regulations Section 1.408-6. The Depositor has deposited with the Custodian an initial contribution, as set forth in the accompanying Application. The Depositor and the Custodian make the following Agreement:

Article I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions up to \$5,500 per year for tax years 2013 through 2017. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$6,500 per year for tax years 2013 through 2017. For tax years after 2017, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution limit is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Depositor filing jointly, between AGI of \$186,000 and \$196,000; and for a married Depositor filing separately or for a married grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except the \$0 to \$10,000 range, will be increased to reflect a cost-of-living-adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

Article III

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

Article IV

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 V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above 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 designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

Article VI

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

Article VII

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

Article VIII

This Agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the Depositor and the Custodian.

Article IX

1. Definitions

The following definitions shall apply to terms used in this Agreement:

- (a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Depositor (or following the death of the Depositor, the Beneficiary).
- (b) "Account Application" or "Application" shall mean the application, as may be amended from time to time, by which this Agreement is established between the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (c) "Agreement" means this Fidelity Advisor Roth IRA Custodial Agreement and Disclosure Statement, including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Application and any designation of Beneficiary on record with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.
- (d) "Authorized Agent" means the person or persons (including the Financial Representative, as defined below) authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Investment Company Shares in the Depositor's



(or following the death of the Depositor, the Beneficiary's Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent. The Custodian is entitled to assume without further inquiry that any instructions or directions executed through the Financial Representative originate from the Authorized Agent or the Depositor (or following the death of the Depositor, the Beneficiary).

- (e) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Depositor (or following the death of the Depositor, designated as such by a Beneficiary) (i) in a form and manner acceptable to and filed with the Custodian pursuant to Article IX, Section 9 of this Agreement, or (ii) pursuant to the provisions of Article IX, Section 9 of this Agreement.
- (f) "Broker," "Financial Representative," or "Investment Professional" (collectively, the "Financial Representative") shall mean either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment representative registered under the Investment Advisors Act of 1940, which the Depositor (or following the death of the Depositor, the Beneficiary) has designated as his or her agent in the Application or as evidenced in a manner acceptable to and filed with the Custodian. Unless the Depositor (or following the death of the Depositor, the Beneficiary) otherwise notifies the Custodian in writing, Financial Representative shall include any successor(s) of the Financial Representative by merger, consolidation, or acquisition.
- (g) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (h) "Company" shall mean FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (i) "Conversion Amount" shall mean all or any part of a distribution from an IRA other than a Roth IRA (including a SEP IRA, SARSEP IRA, or a SIMPLE IRA) deposited in a Roth IRA.
- (j) "Custodian" shall mean Fidelity Management Trust Company, or its successor(s) or affiliates. Custodian shall include any agent of the Custodian (including, in certain circumstances, the Financial Representative) as duly appointed by the Custodian.
- (k) "Depositor" means the person for whom an account is established for the purpose of making contributions to a Roth individual retirement account as provided for under Section 408A of the Code. This term shall not include a Beneficiary who establishes an Account with the Custodian after the death of a Depositor.
- (l) "Investment Company Shares" or "Shares" shall mean shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 (i) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates (collectively, for purposes of this Agreement "FMR"), serves as investment representative (a Fidelity® Fund or Fidelity Advisor Fund), (ii) the records of which are maintained on a proprietary transfer agent or recordkeeping system owned or employed by the Company, and (iii) which is among a group of Fidelity Funds or Fidelity Advisor Funds permitted by the Custodian for investment under this Agreement, and whose shares may be exchanged for shares of other Fidelity Funds or Fidelity Advisor Funds, as the case may be, under the terms of its then-current prospectus or any other agreement maintained by the Company. All Investment Company Shares in the Custodial Account shall be held in the name of the Custodian or its nominee or nominees.

- (m) "Money Market Shares" shall mean any Investment Company Shares issued by a money market mutual fund and which are permitted by the Custodian for investment under this Agreement.
- (n) "Other Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Trust Company (DTC) or its successors, (ii) if permitted by the Custodian, interest-bearing accounts of the Custodian, and (iii) such other non-DTC eligible assets (but not including futures contracts) which are permitted to be acquired under a custodial account pursuant to Section 408A of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee or nominees, but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.

2. Financial Representative

- (a) **Appointment of Financial Representative.** The Broker, Financial Representative, or Investment Professional (collectively, the "Financial Representative") shall be appointed by the Depositor (or following the death of the Depositor, the Beneficiary) in the Application (or in another manner acceptable to the Custodian) as his or her agent to (i) execute such investment directions with respect to Investment Company Shares as the Depositor (or the Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) may give under the terms of the Custodial Account, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain nonmonetary transactions on the Depositor's (or following the death of the Depositor, the Beneficiary's) behalf, as permitted by the Custodian, and (iii) perform such other duties and responsibilities and execute such other instructions and directions, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as may be set forth under this Agreement, as amended from time to time.

The duties and responsibilities imposed on the Financial Representative through this Agreement shall be accepted by the Financial Representative upon the earlier of the following: (i) the Financial Representative's written acceptance of such duties and responsibilities, as demonstrated by the Financial Representative's signature on the Depositor's (or following the death of the Depositor, the Beneficiary's) Application (or in another manner acceptable to and on record with the Custodian), (ii) the delivery by the Financial Representative of an instruction, direction, or inquiry to the Custodian with respect to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account, or (iii) the Financial Representative's receipt of compensation as a result of Investment Company Shares maintained in the Custodial Account. The Depositor (or following the death of the Depositor, the Beneficiary) understands that the duties and responsibilities imposed on the Financial Representative through this Agreement may be transferred to another financial representative with appropriate direction and representation from such other financial representative in a manner acceptable to and filed with the Custodian, including representation from the new Financial Representative that it has obtained the Depositor's (or following the death of the Depositor, the Beneficiary's) affirmative consent for the transfer, or appointment by the Depositor directly of the new Financial Representative.

- (b) **Roles and Responsibilities.** The Custodian is hereby authorized to accept instructions and directions of the Depositor (or Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) through the Financial Representative. The Custodian may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed or provided by the Financial Representative



as being made by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary).

In all cases the Financial Representative, and not the Custodian, shall have the responsibility for delivering to the Depositor (or following the death of the Depositor, the Beneficiary) the Fidelity Advisor Roth IRA Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies, and prospectuses delivered or made available to the Financial Representative relating to such Investment Company Shares and the Account. To the extent that the Custodian delivers or makes available (by way of mail, electronic commerce, or other means) to the Financial Representative materials or information with respect to the Account (including the Fidelity Advisor Roth IRA Custodial Agreement and Disclosure Statement, confirmations, notices, proxies, and prospectuses), the Financial Representative shall be responsible for delivery of such materials to the Depositor (or following the death of the Depositor, the Beneficiary), and any such communications delivered or made available to the Financial Representative shall be deemed to have been delivered to the Depositor (or following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) agrees to hold the Custodian and the Company harmless from and against any losses, costs, or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

- (c) **Financial Representative as Agent for the Custodian.** In certain cases, and pursuant to a written agreement between the Custodian and the Financial Representative, the Financial Representative may also act as agent of the Custodian for certain purposes, such as the establishment and funding of the Account. The Depositor shall be entitled to inquire to the Custodian whether such relationship exists between the Custodian and the Financial Representative.

3. Contributions

Contributions to the Account may be invested only in Investment Company Shares as described below. Additionally, contributions may not be invested in tax-free investment vehicles, such as tax-free municipal securities. Notwithstanding the foregoing, if permitted by the Custodian, assets in the Account may be invested in Other Funding Vehicles, and shall be invested as follows:

- (a) **General.** The Depositor (or the Authorized Agent) shall designate each annual Roth IRA contribution and each conversion contribution as such in a form and manner acceptable to the Custodian.
- (b) **Investment of Contributions.** Contributions (including transfers of assets) to the Account shall be invested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions in the Application or as the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, if any, for any Plans or Investment Company Shares in which the Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article IX, Section 20.
- (c) **Initial Contribution.** The Custodian will invest all contributions (including transfers of assets) promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution (or following the death of the Depositor, the Beneficiary's initial transfer of assets) to the Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor (or following the death of the

Depositor, the Beneficiary) shall be deemed to have received a copy of the Disclosure Statement which accompanies this Agreement unless a request for the Disclosure Statement is made to the Custodian within seven (7) calendar days following acceptance of the Application by or on behalf of the Custodian.

- (d) **Incomplete or Unclear Instructions.** If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 3 have not been received by the Custodian, or if the Custodian receives instructions as to investment selection or allocation which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor, (or following the death of the Depositor, the Beneficiary) as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience, maintain a balance of up to \$100 of uninvested cash in the Custodial Account.
- (e) **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) may not direct that any part or all of the Custodial Account be invested in Investment Company Shares, unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (f) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), in the investment of the Custodial Account or to advise the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) regarding the purchase, retention, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents, or assigns shall not be liable for any tax, penalty, or loss which results from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) with respect to assets in the Account.

4. Contributions by Divorced or Separated Spouses

Alimony and separate maintenance payments received by a divorced or separated spouse, and taxable under Section 71 of the Code, shall be considered compensation for purposes of computing the maximum annual contribution to the Custodial Account, and the limitations for contributions by a divorced or separated spouse shall be the same as for any other individual.

5. Contribution Deadline

The following deadlines generally apply to certain transactions within the Account:

- (a) **Contributions.** The last day to make annual Roth IRA contributions for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a form and manner acceptable to the Custodian, the contribution as a contribution for such taxable year.

(b) **Conversions.** Conversion contributions must generally be made by December 31 of the year to which the conversion contribution relates. Conversion contributions made via a 60-day rollover must be deposited in a Roth IRA within 60 days of the distribution from an IRA other than a Roth IRA.

(c) **Recharacterizations.** A contribution that constitutes a recharacterization of a prior IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year, or such later date as may be determined by the Department of Treasury or the Internal Revenue Service.

The Custodian will not be responsible under any circumstances for the timing, purpose, or propriety of any contribution nor shall the Custodian incur any liability for any tax, penalty, or loss imposed on account of any contribution.

6. Rollover Contributions

The Custodian will accept for the Depositor's Custodial Account, in a form and manner acceptable to the Custodian, all rollover contributions, within the meaning of Sections 408A(c)(3)(B), 408A(c)(6), and 408A(e) of the Code, from other Roth IRAs which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other property permitted as an investment under Code Section 408A. Rollover contributions to a Roth IRA cannot be made from employer-sponsored tax-qualified plans. The Depositor (or the Depositor's Authorized Agent) shall designate each Roth IRA rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed Roth IRA rollover contribution qualifies as a rollover contribution within the meaning of Section 408A(c)(3)(B), 408A(c)(6), and 408A(e) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate Roth IRA rollover contributions to the Depositor's Account. Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article IX shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 3. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 3; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article IX, Section 20. In the case of a distribution from a Roth IRA, such distribution qualifies as a rollover contribution provided it is deposited timely to another Roth IRA and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances beyond the control of the Custodian.

7. Conversion Contributions

Generally, the Custodian will accept for the Custodial Account any or all distributions from an IRA, other than a Roth IRA (including a SEP-IRA, SARSEP IRA, or a SIMPLE IRA), which consist of cash, for deposit into a Roth IRA (conversion contribution(s)). However, any minimum distribution from an IRA, other than a Roth IRA, required by Section 401(a)(9) of the Code for the year of the conversion cannot be converted to a Roth IRA. The Custodian may, but shall be under no obligation to, accept all or any part of any other conversion contribution(s) as permitted under Code Section 408A. The Depositor (or the Depositor's Authorized Agent) shall designate each conversion contribution as such to the Custodian and by such designation shall confirm to the Custodian that a proposed conversion contribution qualifies as a conversion within the meaning of Sections 408A(c)(3),

408A(d)(3), and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule.

8. Reinvestment of Earnings

In the absence of instructions pursuant to Section 3, distributions of every nature received in respect of the assets in the Custodial Account shall be reinvested as follows:

- (a) In the case of a distribution in respect of Investment Company Shares which may be received, the Custodian shall receive such distribution in additional Shares of that Investment Company.
- (b) In the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the provisions of Section 3(d) above.

9. Designation of Beneficiary

A Beneficiary or Beneficiaries may be designated for an Account as follows:

(a) **General.** A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor in a form and manner acceptable to, and on record with, the Custodian; provided, however, that such designation, or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than thirty (30) days after the death of the Depositor, and provided further that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an Inherited Roth IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. The latest such designation or change or revocation shall control, except as determined by applicable law.

If the Depositor had not by the date of his or her death properly designated a Beneficiary in accordance with the preceding paragraph, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving primary or contingent Beneficiary(ies), as applicable, in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Shares and Other Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary or contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor.

If a Beneficiary does not predecease the Depositor but 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 a Beneficiary or Beneficiaries designated by such Beneficiary as his or her successor Beneficiary(ies) in a form and manner acceptable to, and on record with, the Custodian; provided, however, that such designation must be received and accepted by the Custodian in accordance with this section. If no proper designation has been made by such Beneficiary, in

accordance with the preceding sentence, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article V, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor.

Notwithstanding any provision in this Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by the Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, "per stirpes" shall be construed as follows: If any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such Beneficiary shall instead be payable to such Beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

- (b) **Minors.** If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all or any part of the distribution to (i) a parent of such person, (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such person, or (v) to such person directly.
- (c) **QTIPS and QDOTS.** A Depositor (or following the death of the Depositor, the Beneficiary) may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor (or following the death of the Depositor, the Beneficiary) is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor (or following the death of the Depositor, the Beneficiary) until the death of the Depositor's (or following the death of the Depositor, the Beneficiary's) surviving spouse: (i) all of the income of the Account shall, at the direction of the trustee(s) of such Spousal Trust, be paid to the Spousal Trust annually or at more frequent intervals and (ii) no person or entity shall have the power to assign any part of the Account to any person other than the Spousal Trust. To the extent permitted by Sections 401(a)(9) and 408A(c)(5) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as the Depositor's Beneficiary may be treated as the Depositor's "designated beneficiary" for purposes of the distribution requirements of those Code sections. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) **Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article IX, Section 19.

- (e) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) as to amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with respect to Section 401(a)(9), Section 408A(c)(5), Section 2056(b)(7), or Section 2056A of the Code and related regulations.

10. Payroll Deduction

Subject to approval of the Custodian, a Depositor may choose to have contributions to his or her Custodial Account made through payroll deduction, in a form and manner acceptable to the Custodian, if the Account is maintained as part of a program or plan sponsored by the Depositor's employer or if the employer otherwise agrees to provide such service. In order to establish payroll deduction, the Depositor must authorize his or her employer to deduct a fixed amount or percentage from each pay period's salary up to the maximum annual Roth IRA contribution limit per year. Contributions to a Custodial Account of the Depositor's spouse may be made through payroll deduction if the employer authorizes the use of payroll deductions for such contributions, but such contributions must be made to a separate Account maintained for the benefit of the Depositor's spouse. The Custodian shall continue to receive for the Depositor's Account payroll deduction contributions until such time as the Depositor's instruction to his or her employer (with reasonable advance notice) causes such contributions to be modified or to cease.

11. Transfers to or from the Account

Assets held on behalf of the Depositor (or, following the death of the Depositor, the Beneficiary) in another Roth IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor (or following the death of the Depositor, the Beneficiary) under this Agreement. The Custodian will not be responsible for any losses the Depositor (or, following the death of the Depositor, the Beneficiary) may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Depositor (or, following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer of another Roth IRA by the trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the Roth IRA of the transferor trustee or custodian, the Code, and any related rules, regulations, and guidance issued by the Internal Revenue Service. Assets held on behalf of the Depositor (or, following the death of the Depositor, the Beneficiary) in the Account may be transferred directly to a trustee or custodian of another Roth IRA established for the Depositor (or, following the death of the Depositor, the Beneficiary), if so directed by the Depositor (or, following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian; provided, however, that it shall be the Depositor's (or, following the death of the Depositor, the Beneficiary's) responsibility to ensure that the transfer is permissible and satisfies the requirements of Code Section 408A, and any related rules, regulations, and any other applicable guidance issued by the Internal Revenue Service, including Code Sections 408(a)(6) and 401(a)(9) and applicable regulations.

12. Distributions from the Account

Distributions from the Account will be made only upon the request of the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian. Distributions from the Account after the five-year period beginning January 1 of the year for which an initial Roth IRA contribution is made to a Roth IRA or, if earlier, January 1 of the year

in which the first conversion contribution is made to a Roth IRA (the "Five-Year Period"), and provided the distribution is made after the Depositor reaches age 59½ or is made on account of the Depositor's death, disability, or constitutes a distribution for qualified first-time home purchase expenses, shall not be included in the Depositor's (or following the death of the Depositor, the Beneficiary's) gross income. The Custodian shall neither be responsible for recordkeeping such Five-Year Period nor for determining whether any distribution from a Roth IRA qualifies as a tax-free distribution. Notwithstanding Article V, Paragraph 3, if the Depositor's surviving spouse is the Depositor's sole Beneficiary, the remaining interest in the Account may, at the election of the surviving spouse, be distributed by December 31 of the year containing the fifth anniversary of the Depositor's death, or be distributed over the life expectancy of the surviving spouse starting no later than December 31 of the year following the year of the Depositor's death. In addition, if the Depositor's surviving spouse is the Depositor's sole Beneficiary, the surviving spouse may elect to treat the decedent's Roth IRA as his or her own.

For distributions requested pursuant to Article V, life expectancy is calculated based on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) using any applicable distribution period from tables prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article V, unless specifically required by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in any such calculations as a result of reliance on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent or following the death of the Depositor, the Beneficiary) or the Financial Representative. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution absent a specific direction from the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying, upon any such direction. Notwithstanding the above and Section 18 below, the Custodian is authorized to make a distribution absent the Depositor's (or with the prior consent of the Custodian, the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a levy or court order of any kind, or in the event the Custodian resigns or is removed as custodian. In such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in accordance with such levy or court order, or with procedures for resignation or removal in Section 24 below. The Custodian will not, under any circumstances, be responsible for the timing, purpose, or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution, or failure to make a required distribution. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 1(b) of Article V of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

13. Recharacterization of Roth IRA Contributions

Annual contributions held on behalf of the Depositor in another IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due

to circumstances reasonably beyond the control of the Custodian. Annual contributions or conversion contributions held on behalf of the Depositor in the Account may be recharacterized through a trustee-to-trustee transfer to a trustee or custodian of another IRA established for the Depositor, if so directed by the Depositor (or, with the prior consent of the Custodian, the Depositor's Authorized Agent) in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

14. Actions in the Absence of Specific Instructions

If the Custodian receives no response to communications sent to the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) at the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) last known address, if any, as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action or inaction taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

15. Instructions, Notices, and Communications

All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to either the Financial Representative or to the last known address, including an electronic address if consented to by the Depositor (or following the death of the Depositor, the Beneficiary) of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

16. Effect of Instructions, Notices, and Communications

- (a) **General.** The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proven by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means

acceptable to the Custodian, as the case may be.

- (b) **Incomplete or Unclear Instructions.** Under this Agreement, the Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Financial Representative as his or her agent to instruct the Custodian to effect transactions on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) relating to the Custodial Account, or to provide or receive information with regard to such matters, in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions or information from the Depositor (or Financial Representative or Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such other instructions or information from a Depositor (or Financial Representative or Authorized Agent, or following the death of the Depositor, the Beneficiary) relating to the Custodial Account or to otherwise advise the Depositor (or the Financial Representative or Authorized Agent, or following the death of the Depositor, the Beneficiary) regarding any matter relating thereto.

17. Tax Matters

- (a) **General.** Neither the Custodian, the Company, nor any affiliate or other Fidelity Investments company provides tax or legal advice. Depositors, Authorized Agents, Financial Representatives, and Beneficiaries are strongly encouraged to consult with their attorney or tax adviser with respect to matters involving the Account. The Custodian shall submit required reports to the Internal Revenue Service and to the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return or report required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income, or windfall profits tax.
- (b) **Annual Report.** As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the prior calendar year. Unless the Depositor (or following the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and affiliates, shall be forever released and discharged from all liability and accountability with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) **Tax Withholding.** Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any tax withholding requested by the Depositor (or if permitted by the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty which may be due as a result of any transaction in the Custodial Account.

18. Spendthrift Provision

Subject to Section 12 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor (or following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in

the Account be subject to alienation, assignment, garnishment, attachment, receivership, or levy, except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense of such legal action or proceeding shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless otherwise agreed upon by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with Section 408(d) (6) of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a levy or court order, the Custodian shall distribute such assets in accordance with such levy or court order and Section 12 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. Fees and Expenses

- (a) **General.** The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, and as communicated on the Fidelity Advisor Roth IRA Application which accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions, fees for special legal services, taxes levied or assessed, adjustments for unmet letter of intent obligations, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale of sufficient assets in the Custodial Account and application of the sales proceeds to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) by separate check.
- (b) **Broker or Representative Fees.** The Custodian shall, upon direction from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), disburse from the Custodial Account payment to the Depositor's (or following the death of the Depositor, the Beneficiary's) Broker or Representative any fees for financial services rendered with regard to the assets held in the Account. The Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Financial Representative or Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Financial Representative) of any such fees. Any such direction must be provided in a form and manner acceptable to the Custodian. The determination of whether any fees paid to a registered investment advisor or Financial Representative are reasonable and appropriate shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary), and the Custodian shall not incur any liability for the payment of any fees to the Financial Representative or Broker from assets in the Account. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or nonaction taken in full faith reliance upon any such fee disbursement direction.

(c) **Sale of Assets.** Whenever it shall be necessary in accordance with this Section 19 to sell assets in order to pay fees or expenses, the Custodian may sell any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds remaining after collection of the applicable fees and expenses therefrom in accordance with Section 3. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. Voting with Respect to Securities

The Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) either directly or through the Financial Representative, all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares in the Custodial Account. The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Investment Company Shares held in the Custodial Account shall be voted with respect to any matters as to which the Custodian, as holder of record, is entitled to vote, coming before any meeting of holders of interest in the Investment Company which issued such Investment Company Shares. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those Shares with respect to which it has received timely directions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account, the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any Shares held in the Custodial Account on the applicable record date for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely with respect to votes before January 1, 2003, only to the extent that such a vote is necessary to establish a quorum.

21. Limitations on Custodial Liability and Indemnification

The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian and the Financial Representative shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or nonaction taken pursuant to the Depositor's direction (or that of the Financial Representative, Authorized Agent, or following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. To the fullest extent permitted by law, the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and hold harmless the Custodian, the Company and their agents, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction, or from the Financial Representative's execution of such direction, and from any and all other liability whatsoever which may arise in connection with this Agreement, except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

22. Delegation to Agents

The Custodian may delegate, pursuant to a written agreement, to one or more entities the performance of record keeping and other ministerial services in connection with the Custodial Account. Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary), may delegate to a third party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary), for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

23. Amendment of Agreement

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement may conform with applicable provisions of the Internal Revenue Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address if authorized by the Depositor (or, following the death of the Depositor, the Beneficiary), as shown in the records of the Custodian, a copy of such amendment, or a restatement of this Custodial Agreement. The Depositor (or, following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such amendment(s) or restatement unless he or she objects thereto by sending written notice to the Custodian, within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or, following the death of the Depositor, the Beneficiary), to terminate this Custodial Account and distribute the proceeds, as so directed by the Depositor (or, following the death of the Depositor, the Beneficiary).

24. Resignation or Removal of Custodian

The Company may remove the Custodian at any time upon thirty (30) days' notice, written or otherwise, to the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary). The Custodian may resign at any time upon thirty (30) days' notice, written or otherwise to the Depositor (or following the death of the Depositor, the Beneficiary). In connection with its resignation hereunder, the Custodian may, but is not required to, appoint a successor custodian with the consent of the Company, or upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. If no successor custodian is appointed by the Company or the Custodian, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

25. Termination of the Custodial Account

The Depositor (or following the death of the Depositor, the Beneficiary), may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another Roth IRA designated by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), pursuant to Article IX, Section 11. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's (or following the death of the Depositor, the Beneficiary's) intention to terminate the Custodial Account is received by the Custodian and a transferee custodian or trustee has not been designated for the assets in the Account, then the assets of the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

26. Governing Law

This Agreement, and the duties and obligations of the Company and the Custodian under this Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

27. When Effective

This Agreement shall be effective upon the Depositor's proper completion and signature of this Application, provided the completed and signed Application is delivered to and accepted by the Custodian in a timely manner. The Custodian shall send a notice to the Depositor (or, following the death of the Depositor, the Beneficiary) containing information about the account to the address provided on the Application.

28. Disclosure

The provisions in this Article IX have not been reviewed or pre-approved by the IRS.

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Roth IRA Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001, and is provided to you in accordance with the requirements of the Internal Revenue Code (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Roth Individual Retirement Account ("Roth IRA"). This Roth IRA is a custodial account (the "Account") created to provide for the Depositor's retirement and, following the death of the Depositor, for the support of the Depositor's Beneficiary(ies). Interests in the Account are nonforfeitable. The terms used in this Disclosure Statement have the meaning set forth in Article IX of the Custodial Agreement for this Account unless a different meaning is clearly required by the context. Except as otherwise noted or as clearly required by the context, "you" and "your" refer to the Depositor for whose benefit the Account is originally established. Following the death of the Depositor, "you" and "your" refer to the Beneficiary for whom a Beneficiary Distribution Account (BDA) is maintained. **Neither the Custodian, the Company, nor any affiliate or agent thereof provides tax or legal advice. As a result, you are strongly encouraged to seek competent tax or legal advice for any and all matters regarding this Account, as such matters may result in adverse tax consequences and/or penalties.**

Right to Revoke

If you do not receive this Disclosure Statement at least seven calendar days prior to the establishment of this Account, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven calendar days after the acceptance of the Application by or on behalf of the Custodian. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven calendar days following acceptance of your Roth IRA by or on behalf of the Custodian of your Roth IRA as evidenced by notification to you. Your revocation request must be delivered, in a form and manner acceptable to the Custodian, to:

**Fidelity Investments Institutional Operations Company LLC
P.O. Box 770002
Cincinnati, OH 45277-0081**

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets, as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, call 877-208-0098 between 8:30 a.m. and 7:00 p.m. Eastern time, any day the New York Stock Exchange is open.

Types of Accounts

The following account types are available under the Fidelity Advisor Roth IRA Custodial Agreement and Disclosure Statement.

Accounts for Depositors

Roth IRA. If you have "compensation" and your tax filing status and "adjusted gross income" satisfy certain requirements, you may make annual nondeductible contribution(s) of up to the maximum amount allowed under current law to a Roth IRA. You may also be able to convert an existing non-Roth IRA to your Roth IRA, depending on your adjusted gross income. The income earned on the amounts contributed to a Roth IRA will not be subject to tax upon distribution, provided certain requirements are met. If you are married and filing a joint tax return with your spouse, your spouse may also make a contribution to a separate Roth IRA established for his or her exclusive benefit, even if your spouse had no compensation for that year.

Accounts for Beneficiaries

Roth IRA Beneficiary Distribution Account (Roth IRA BDA). If you are a beneficiary who inherits a Roth IRA from a deceased Depositor (or deceased Beneficiary), you may maintain the tax-deferred status of those inherited assets in an inherited Roth IRA. An inherited Roth IRA may also be referred to as a Roth IRA BDA. No contributions of any kind are permitted to be made to a Roth IRA BDA. A beneficiary of an inherited Roth IRA is generally required to take annual minimum distributions from the Account.

For information about Traditional IRAs, Rollover IRAs, SEP-IRAs, and Traditional IRA BDAs, refer to the Fidelity Advisor IRA Disclosure Statement.

Note: For purposes of this Disclosure Statement, "**Compensation**" refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. "**Adjusted Gross Income**" ("AGI") is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining eligibility to make a Roth IRA contribution, AGI is modified to take into account any taxable benefits under the Social Security and the Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard deductions for contributions to IRAs maintained under Section 408 of the Code for the particular tax year, Code Sections 135, 137, 911, and income otherwise resulting from the conversion of an IRA maintained under Section 408 of the Code to a Roth IRA. For tax years beginning after December 31, 2004, any amount included in income as a result of a minimum required distribution from an IRA, pursuant to Section 408(d)(6) of the Code, shall be excluded from AGI for purposes of determining an individual's eligibility to make a conversion contribution to a Roth IRA.

Account Information

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Designation of Beneficiary. You should designate a Beneficiary(ies) to receive the balance of your Account upon your death. A Beneficiary(ies) must be designated on your Account Application, or in another form and manner acceptable to the Custodian. If you are a Beneficiary and you maintain a Roth IRA BDA, you should designate a Successor Beneficiary in a form and manner acceptable to the Custodian. The assets remaining in your Account will be distributed upon your death to the Beneficiary(ies) or Successor Beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Fidelity Advisor Roth IRA Custodial Agreement. Refer to Article IX, Section 9 of your Custodial Agreement ("Designation of Beneficiary") for more information. If a Beneficiary you designate is not a U.S. citizen or other U.S. person (including a U.S. resident alien individual) at the time of your death, distribution options from the Account and the tax treatment of such distributions may be more restrictive.

Role of the Financial Representative. Your Investment Professional, Financial Representative, or Broker (collectively referred to as your "Financial Representative") is the representative at the firm that you have appointed in the Account Application (or in another manner acceptable to and filed with the Custodian) as your agent. The Custodian will accept instructions and directions with respect to your Account from your Financial Representative as though they were made by you personally. Your Financial Representative may inform you regarding the investments in your Account, and transactions pertaining to your Account must generally be executed through your Financial Representative, unless an automated telephone or electronic commerce service which may be made available through the Custodian is used. Your Financial Representative generally receives compensation for performing these services. It is your responsibility to determine whether any fees payable to your Financial Representative are reasonable in light of the services your Financial Representative provides to you. You can appoint a new Financial Representative at any time on a form acceptable to and filed with the Custodian. Refer to Article IX, Section 2 of your Custodial Agreement ("Financial Representative") for more information on your Financial Representative. Alternatively, in the absence of the Custodian's receipt of a new financial representative appointment directly from you, the Custodian

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

may rely on the new firm's written representation that you have affirmatively appointed such firm as the Financial Representative for your account.

Investment of Account. The assets in your Account will be invested in accordance with instructions communicated from you (or your Financial Representative or Authorized Agent, if any). You should read any publicly available information (e.g., prospectuses, annual reports, etc.) which would enable you to make an informed investment decision, and take into account your overall investment portfolio, your tolerance for risk, the time frame of your investments, and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you, or if the instructions received are, in the opinion of the Custodian, incomplete or unclear, or might result in an erroneous transaction, you may be requested to provide further instructions or other information. In the absence of such instructions or information, all or part of your investment may 1) remain uninvested pending instructions or information from you or your Financial Representative, or Authorized Agent, if any, 2) be returned to you, or 3) be invested in Money Market Shares, which strive to maintain a stable \$1 per share* value. No part of your Account may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Additionally, contributions may not be invested in tax-free investment vehicles, such as tax-free municipal securities. Keep in mind that with respect to investments in regulated investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected by the Custodian.

* You could lose money by investing in a money market fund.

Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Contributions

The following information about Contributions applies to Roth IRA Depositors only. It does not apply to a Beneficiary (or Successor Beneficiary) or to a Roth IRA BDA.

Types of Contributions

Annual Contributions. You may make annual contributions to your Roth IRA anytime up to and including the due date, not including extensions, for filing your tax return for the year for which the contribution is made (generally April 15). Contributions (other than rollover, recharacterized, or conversion contributions in a form and manner acceptable to the Custodian) must be made in cash and not in-kind. All contributions to a Roth IRA are nondeductible.

Catch-Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you may make a "catch-up" contribution to your Roth IRA in addition to the annual contribution. It is your responsibility to ensure that you meet the requirements for making a catch-up contribution, and for ensuring that you do not exceed the limits as applicable.

Conversion Contributions. You may contribute all or any part of a distribution from an IRA, other than a Roth IRA, including a SEP-IRA, SARSEP IRA, or SIMPLE IRA, to a Roth IRA ("conversion contribution")

within 60 days or by means of a trustee-to-trustee transfer, provided the amount is otherwise eligible to be rolled over. Assets held in a SIMPLE IRA may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date when your employer first contributes to your SIMPLE IRA. For these purposes, the one-rollover-per-year rule does not apply. You will be subject to income tax on the taxable portion of any conversion contribution, but the premature distribution penalty will not apply. However, distributions from tax-qualified plans (for example, pension, profit-sharing, and Keogh plans) may not be contributed directly to a Roth IRA. This taxable portion is the amount that would have been included in your income if you had actually taken a distribution from such IRA (the "conversion amount"). If you are under age 59½, any amounts distributed from your IRA (including amounts withheld for taxes) and not converted within 60 days to a Roth IRA will be subject to the premature distribution penalty. Additionally, taxes withheld from conversion distributions will be includible in income and may make you ineligible for a Roth IRA conversion, as amounts withheld from a Roth IRA conversion are used in determining conversion eligibility.

Sixty-Day Rollover Contributions. If you have taken a distribution of all or part of your assets from your Roth IRA, you may make a rollover contribution of the same property into the same Roth IRA, another Roth

IRA, or an individual retirement annuity established as a Roth IRA under Code Section 408A, provided the rollover contribution is made within 60 days of your receipt of the distribution. This rollover treatment does not require you to include the distribution in your ordinary income if it is reinvested within the 60-day period, and it allows you to maintain the tax-deferred status of these assets. A 60-day rollover can be made from a Roth IRA once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize, can be returned or rolled over to your Roth IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every 12 months rule" mentioned above. Under certain circumstances, the 60-day rollover requirement may be waived, if IRS requirements are met.

Excess Contributions. Roth IRA contributions that exceed the allowable maximum per year, impermissible rollovers, and conversion contributions in any year in which your AGI exceeds \$100,000 which remain in a Roth IRA beyond your tax-filing deadline for the year for which the contribution relates are considered excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be incurred for each year in which the excess contribution remains in your Roth IRA. You may correct an excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, on or before the due date, including extensions, for filing your federal tax return for the year. The amount of the excess contribution withdrawn will not be considered a premature distribution nor be taxed as ordinary income, but any

earnings withdrawn will be taxed as ordinary income to you and may be subject to a 10% early withdrawal penalty if you are under age 59½. Alternatively, excess contributions may be carried forward and reported in the next year to the extent that the excess, when aggregated with any annual Roth IRA contribution for the subsequent year, does not exceed the maximum amount for that year. The 6% excise tax will be imposed on excess contributions in each year they are not returned or applied as contributions.

Recharacterized Contributions. You may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer of assets any contribution in your Roth IRA (the "Initial IRA") to another IRA (the "Second IRA"), or vice versa. Any net income attributable to a contribution that is recharacterized must be transferred to the Second IRA. You may also elect to recharacterize an amount converted to your Roth IRA back to an IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before the due date (generally April 15), including extensions, for filing your federal income tax return for the year for which the contribution to the Initial IRA relates. The amount(s) that is recharacterized is treated as having been originally contributed to the Second IRA on the same date and for the same taxable year that the amount was contributed to your Initial IRA. You may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day a recharacterization is transferred back to the Initial IRA.

Annual IRA Contribution Limits

Note: For years beginning after December 31, 2010, certain limits described below are scheduled to sunset, and may revert to limits prescribed under the Code as of January 1, 2001.

General. You may make annual Roth IRA contributions of up to the lesser of 100% of your compensation, or the maximum amount allowed under current law. The maximum annual contribution limit for your Roth IRA is reduced by the amount of any contributions you make to any other IRAs, including Traditional IRAs, but excluding any employer contributions, such as salary deferral contributions made to a SARSEP IRA or a SIMPLE IRA, for the particular tax year. If you are at least age 50 by December 31 of the tax year to which the contribution relates, you may make an additional "catch-up" contribution. The maximum annual contribution limits for aggregate IRA and Roth IRA contributions for the following tax years are:

Tax Years	Annual IRA Contribution Limit	Annual IRA Catch-Up Contribution Limit for Depositor at Least Age 50	Maximum Annual IRA Contribution Limit for Depositor at Least Age 50 (Including Catch-Up)
2002–2004	\$3,000	\$500	\$3,500
2005	\$4,000	\$500	\$4,500
2006–2007	\$4,000	\$1,000	\$5,000
2008 and thereafter	\$5,000*	\$1,000	\$6,000*

* After 2008, the maximum annual IRA contribution limit will be indexed for cost-of-living in \$500 increments.

AGI Limits for Contributions. The amount of annual contributions may be limited depending on your AGI. Eligibility to contribute to a Roth IRA is phased out for AGI of \$95,000–\$110,000 for individuals, for AGI of \$150,000–\$160,000 for married couples filing joint returns, and AGI of \$0–\$10,000 for married couples filing separate returns. The maximum annual Roth IRA contribution is reduced proportionately for AGI that exceeds the applicable dollar amount. The applicable dollar amount is \$95,000 for individuals, \$150,000 for married couples filing joint returns, and \$0 for married individuals filing separate returns.

Married individuals filing separate returns who have lived apart at all times during the past year are treated as individuals for purposes of determining AGI limits for contributions. To determine the amount of your maximum annual Roth IRA contribution, you may use the following calculation:

1. Subtract the applicable dollar amount specified above from your AGI. If the result is \$15,000 or more (\$10,000 or more for married couples filing joint returns), stop; you cannot make an annual Roth IRA contribution.
2. Subtract the result from step 1 above from \$15,000 (\$10,000 for married couples filing joint returns).
3. Divide the result from 2 above by \$15,000 (\$10,000 for married couples filing joint returns).
4. Multiply the applicable annual contribution limit amount by the fraction resulting from 3 above. This is the maximum annual Roth IRA contribution per individual.

If the annual Roth IRA contribution limit is not a multiple of \$10, then it is to be rounded up to the next highest \$10 multiple. No dollar limit shall be reduced below \$200 unless such limitation is reduced to zero. The contribution to a Roth IRA for a married individual filing a separate return is phased out when AGI is between \$0 and \$10,000.

AGI Limits for Conversion Contributions. Conversions from an IRA, other than a Roth IRA, to a Roth IRA are not permitted for individuals and married couples filing joint returns in any calendar year in which AGI exceeds \$100,000. Married couples filing separate returns, other than married individuals who live apart from either spouse for the entire taxable year, are not permitted to make a conversion contribution. If you have reached age 70½, your minimum required distribution under Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations must be satisfied with respect to each IRA, other than a Roth IRA, prior to making a conversion contribution for such year. The amount of any minimum distribution from an IRA other than a Roth IRA required for the year of the conversion cannot be converted to a Roth IRA.

Tax Credit for Roth IRA Contributions. You may be able to receive a tax credit for your contribution to your Roth IRA. The maximum annual contribution amount eligible for the credit is \$2,000 per person. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below, as well as other requirements. This credit is available for contributions made for taxable years beginning after December 31, 2001 and before January 1, 2007.

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
\$0–\$30,000	\$0–\$22,500	\$0–\$15,000	50%	\$1,000
\$30,001–\$32,500	\$22,501–\$24,375	\$15,001–\$16,250	20%	\$400
\$32,501–\$50,000	\$24,376–\$37,500	\$16,251–\$25,000	10%	\$200
Over \$50,000	Over \$37,500	Over \$25,000	0%	\$0

Distributions

The following information about Distributions may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

General. Distributions from the Account will be made upon your request (or, with your prior authorization and the consent of the Custodian, the request of the Financial Representative, or Authorized Agent) in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Account without such instruction if directed to do so by a court order or levy, or in the event of the Custodian's resignation. Distributions from the Account are not required to begin when the Depositor turns age 70½, however, minimum distribution requirements under Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations do apply to Beneficiaries after the Depositor's death. Distributions from the Account generally will not be included in gross income for federal income tax purposes for the year in which they are received provided, however, that the distribution is made after the Five-Year Period beginning January 1 of the year for which the Depositor's first annual Roth IRA contribution is made (the "Five-Year Period"), or, if earlier, January 1 of the year in which the Depositor's first conversion contribution is made AND (i) on or after the date the Depositor attains age 59½, or (ii) after the Depositor dies or becomes disabled, or (iii) it is a qualified first-time home buyer distribution (up to a lifetime maximum of \$10,000). The Depositor has one Five-Year Period for all of his or her Roth IRAs for purposes of determining qualified distributions. It is your responsibility to recordkeep the Five-Year Period and determine whether a distribution qualifies as a tax-free distribution.

If distributions do not meet the requirements for qualified distributions, they will be includible in income to the extent of any earnings on contributions. Distributions are treated as being made first from aggregate annual Roth IRA contributions and if aggregate distributions exceed aggregate annual contributions, then from amounts converted from IRAs, other than a Roth IRA, on a first-in, first-out basis, and lastly from any earnings. Distributions allocated to converted amounts are treated as coming first from the portion of the converted amount that was required to be included in the Depositor's gross income as a result of the conversion. Only when distributions from all the Depositor's Roth IRAs exceed all annual contributions and conversion contributions to his or her Roth IRA will any earnings attributable to these contributions be taxed. Such distributions that do not meet the requirements of qualified distributions will be taxed as ordinary income in the year received and may be subject to the 10% early withdrawal penalty.

Premature Distributions to Roth IRA Depositors. To the extent distributions are not a return of a previous Roth IRA contribution or to the extent that they are attributable to a conversion contribution and

are made before the expiration of the Five-Year Period, distributions from a Roth IRA(s) made before the Depositor reaches age 59½ will be subject to a nondeductible 10% early withdrawal penalty (in addition to being taxable as ordinary income to the extent includible in income). Exceptions to this 10% early withdrawal penalty are available if the distribution is made on account of the Depositor's death or disability, or if the distribution is:

- part of a series of substantially equal periodic payments made not less frequently than annually over the Depositor's life or life expectancy or the joint life expectancies of the Depositor and the Depositor's Beneficiary;
- for qualified medical expenses in excess of 7.5% of the Depositor's AGI;
- to cover qualified health insurance premiums of certain unemployed individuals;
- used to acquire a first-time principal residence for the Depositor, the Depositor's spouse, or the Depositor or the Depositor's spouse's children, grandchildren, or ancestors (subject to a \$10,000 lifetime limit from all the Depositor's IRAs, including any Roth IRAs);
- used to pay qualified higher education expenses for the Depositor, the Depositor's spouse, the Depositor's children or grandchildren, or the children or grandchildren of the Depositor's spouse; or
- made on account of an IRS levy, as described in Code Section 6331.

Distribution After Death of the Depositor. If you are a Beneficiary and have inherited a Roth IRA from a Depositor who died you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required.

If you, as Beneficiary, do not meet the minimum distribution requirements for the Account, you may be subject to a penalty tax of 50% of the difference between the minimum required distribution for the tax year and the amount actually received during such year. The Five-Year Period described above is not redetermined after the Depositor's death. Therefore, once a Roth IRA is held in the name of a Beneficiary in a Roth IRA BDA, the Five-Year Period will include the period the Roth IRA was held by the Depositor, unless the Depositor's surviving spouse elects to treat the Roth IRA as his or her own, and has an earlier Five-Year Period than the Depositor did. Refer to Article V of your Custodial Agreement for additional information on death distribution requirements.

Miscellaneous

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Other Considerations with Respect to the Account

Divorce or Legal Separation. If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an Account in the receiving spouse's name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Code Section 408(d)(6), and is received and accepted by the Custodian. The Custodian may require other direction from you and the recipient of any portion of your Account.

Fees and Expenses. Fees and other expenses of maintaining and terminating the Account are described in the Fidelity Advisor IRA New Account Application and may be changed from time to time, as provided in the Custodial Agreement. Your Financial Representative may charge or receive fees in addition to those fees described on the Fidelity Advisor IRA New Account Application for services rendered, and it is up to you to determine if any such fees are reasonable.

Prohibited Transactions. If any of the events prohibited by Code Section 4975 (such as any sale, exchange, or leasing of any property between you and your Account, or the purchase of any securities on margin in your Account) occur during the existence of your Account, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. If all or any part of the Account is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you. Such distributions would be subject to ordinary income tax and, if you are a Depositor under age 59½ at the time, to a 10% tax penalty on premature distributions.

Other Tax Considerations

Tax Withholding. Federal income tax will generally not be withheld from distributions you receive from the Account unless you elect to have such tax withheld or the distribution represents earnings attributable to an excess contribution(s). For the portion of a distribution representing earnings attributable to an excess contribution(s), federal income tax will automatically be withheld at a rate of 10%, unless you elect out of withholding or request withholding at a higher rate. In addition, state income tax will generally not be withheld from your Roth IRA distributions, unless you elect to have such tax withheld or the distribution represents earnings attributable to an excess contribution(s).

Reporting for Tax Purposes. If you are a Depositor, contributions and distributions must be reported by you on such forms as the IRS may require. Contributions to a Roth IRA are not deductible on tax Form 1040 or 1040A for the taxable year contributed. If you are a Beneficiary, distributions must also be reported by you on such forms as the IRS may require. Taxable portions of nonqualified distributions from a Roth IRA must be reported on tax Form 1040 or 1040A for the taxable year of the distribution. Other reporting will be required by you in the event that special taxes or penalties described herein are due. You may also be responsible for filing IRS Form 8606 to calculate the amount includible in gross income due to conversions or distributions, and to account for any recharacterization of contributions or conversions. You must also file Form 5329 (or such other form(s) as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, or a premature distribution takes place from your Roth IRA(s).

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. The taxable portion of the distribution is taxed to the person receiving it as ordinary income. There are no special averaging rules applicable to distributions from your Account.

IRS Approval. The form of your Roth IRA is the model government form provided by the IRS known as Form 5305-RA. Refer to IRS Publication 590 or contact the IRS for more information on Roth IRAs, as transactions done incorrectly may result in adverse tax consequences.



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Traditional IRA Custodial Agreement

Under Section 408(a) of the Internal Revenue Code

The Depositor whose name appears on the accompanying Application is establishing a traditional individual retirement account (under Section 408(a) of the Internal Revenue Code) to provide for his or her retirement and for the support of his or her Beneficiaries after death. The Custodian named on the accompanying Application has given the Depositor the Disclosure Statement required under the Income Tax Regulations under Section 1.408-6. The Depositor has deposited with the Custodian an initial contribution in cash, as set forth in the accompanying Application. 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 \$5,500 per year for tax years 2013 through 2017. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$6,500 per year for tax years 2013 through 2017. For tax years after 2017, these 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)(iii) 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)(iii) 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 or 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 "minimum required distribution" and is determined as follows:
 - (a) The minimum required 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 minimum required 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 1.401(a)(9)-9. The minimum required 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 minimum required 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 minimum required distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The minimum required 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 Depositor and the Custodian.

Article VIII

1. Definitions

The following definitions shall apply to terms used in this Agreement:

- (a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Depositor (or following the death of the Depositor, the Beneficiary).
- (b) "Account Application" or "Application" shall mean the application, as may be amended from time to time, by which this Agreement is established between the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (c) "Agreement" means this Fidelity IRA Custodial Agreement and Disclosure Statement, including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Application and any designation of Beneficiary on record with the Custodian, may be proven either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.
- (d) "Authorized Agent" means the person or persons (including the Financial Representative, as defined below) authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Investment Company Shares or Other Funding Vehicles in the Depositor's (or following the death of the Depositor, the Beneficiary's) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent. The Custodian is entitled to assume without further inquiry that any instructions or directions executed through the Financial Representative originate from the Authorized Agent or the Depositor (or following the death of the Depositor, the Beneficiary).
- (e) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity)

designated as such by the Depositor (or following the death of the Depositor, designated as such by a Beneficiary) (i) in a form and manner acceptable to and filed with the Custodian pursuant to Article VIII, Section 8 of this Agreement, or (ii) pursuant to the provisions of Article VIII, Section 8 of this Agreement.

- (f) "Broker," "Financial Representative," or "Investment Professional" (collectively, the "Financial Representative") shall mean either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment representative registered under the Investment Advisors Act of 1940, which the Depositor (or following the death of the Depositor, the Beneficiary) has designated as his or her agent in the Application or as evidenced in a manner acceptable to and filed with the Custodian. Unless the Depositor (or following the death of the Depositor, the Beneficiary) otherwise notifies the Custodian in writing, Financial Representative shall include any successor(s) of the Financial Representative by merger, consolidation or acquisition.
- (g) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (h) "Company" shall mean FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (i) "Conversion Amount" shall mean all or any part of a distribution from an IRA other than a Roth IRA (including a SEP IRA, SARSEP IRA, or a SIMPLE IRA) deposited in a Roth IRA.
- (j) "Custodian" shall mean Fidelity Management Trust Company, or its successor(s). Custodian shall include any agent of the Custodian (including in certain circumstances the Financial Representative) as duly appointed by the Custodian.
- (k) "Depositor" means the person for whom an account is established for the purpose of making contributions to an individual retirement account provided for under Section 408 of the Code. This term shall not include a Beneficiary who establishes an Account with the Custodian after the death of a Depositor.
- (l) "Investment Company Shares" or "Shares" shall mean shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 (i) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates (collectively, for purposes of this Agreement "FMR") serves as investment representative (a "Fidelity Fund" or "Fidelity Advisor Fund"), (ii) the records of which are maintained on a proprietary transfer agent or recordkeeping system owned or employed by the Company, and (iii) which is among a group of Fidelity® Funds or Fidelity Advisor Funds® permitted by the Custodian for investment under this Agreement, and whose shares may be exchanged for shares of other Fidelity Funds or Fidelity Advisor Funds, as the case may be, under the terms of its then current prospectus or any other agreement maintained by the Company. All Investment Company Shares in the Custodial Account shall be held in the name of the Custodian or its nominee or nominees.
- (m) "Money Market Shares" shall mean any Investment Company Shares issued by a money market mutual fund and which are permitted by the Custodian for investment under this Agreement.
- (n) "Other Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Trust Company (DTC) or its successors, (ii) if permitted by the Custodian, interest-bearing accounts of the Custodian, and (iii) such other non-DTC eligible assets (but not including futures contracts) which are permitted to be acquired under a custodial account pursuant to Section 408(a) of the Code and which are acceptable to the

Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee or nominees, but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.

2. Financial Representative

(a) **Appointment of Financial Representative.** The Broker, Financial Representative, or Investment Professional (collectively, the "Financial Representative") shall be appointed by the Depositor (or following the death of the Depositor, the Beneficiary) in the Application (or in another manner acceptable to the Custodian) as his or her agent to (i) execute such investment directions with respect to Investment Company Shares as the Depositor (or the Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) may give under the terms of the Custodial Account, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on the Depositor's (or following the death of the Depositor, the Beneficiary's) behalf, as permitted by the Custodian, and (iii) perform such other duties and responsibilities and execute such other instructions and directions, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary), as may be set forth under this Agreement, as amended from time to time. The duties and responsibilities imposed on the Financial Representative through this Agreement shall be accepted by the Financial Representative upon the earlier of the following:

(i) the Financial Representative's written acceptance of such duties and responsibilities, as demonstrated by the Financial Representative's signature on the Depositor's (or following the death of the Depositor, the Beneficiary's) Application (or in another manner acceptable to and on record with the Custodian), (ii) the delivery by the Financial Representative of an instruction, direction, or inquiry to the Custodian with respect to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account, or (iii) the Financial Representative's receipt of compensation as a result of Investment Company Shares maintained in the Custodial Account. The Depositor (or following the death of the Depositor, the Beneficiary) understands that the duties and responsibilities imposed on the Financial Representative through this Agreement may be transferred to another financial representative with appropriate direction and representation from such other financial representative in a manner acceptable to and filed with the Custodian, including representation from the new Financial Representative that it has obtained the Depositor's (or following the death of the Depositor, the Beneficiary's) affirmative consent for the transfer, or appointment by the Depositor directly of the new Financial Representative.

(b) **Roles and Responsibilities.** The Custodian is hereby authorized to accept instructions and directions of the Depositor (or Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) through the Financial Representative. The Custodian may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed or provided by the Financial Representative as being made by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary).

In all cases the Financial Representative, and not the Custodian, shall have the responsibility for delivering to the Depositor (or following the death of the Depositor, the Beneficiary) the Fidelity Advisor IRA Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies and prospectuses delivered or made available to the Financial Representative relating to such Investment Company Shares and the Account. To the extent that the Custodian delivers or makes available (by way of mail, electronic commerce, or other means) to the Financial Representative materials or information with respect to the Account (including the Fidelity Advisor IRA

Custodial Agreement and Disclosure Statement, confirmations, statements, notices, proxies, and prospectuses), the Financial Representative shall be responsible for delivery of such materials to the Depositor (or following the death of the Depositor, the Beneficiary), and any such communications delivered or made available to the Financial Representative shall be deemed to have been delivered to the Depositor (or following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) agrees to hold the Custodian and the Company harmless from and against any losses, cost, or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

(c) **Financial Representative as Agent for the Custodian.** In certain cases, and pursuant to a written agreement between the Custodian and the Financial Representative, the Financial Representative may also act as agent of the Custodian for certain purposes, such as the establishment and funding of the Account. The Depositor shall be entitled to inquire to the Custodian whether such relationship exists between the Custodian and the Financial Representative.

3. Contributions

Contributions to the Account may be invested only in Investment Company Shares as described below. Additionally, contributions may not be invested in tax-free investment vehicles, such as tax-free municipal securities. Notwithstanding the foregoing, if permitted by the Custodian, assets in the Account may be invested in Other Funding Vehicles, and shall be invested as follows:

(a) **Investment of Contributions.** Contributions (including transfers of assets) to the Account will be invested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions in the Application, or as the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, if any, for any Plans or Investment Company Shares in which the Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 19.

(b) **Initial Contribution.** The Custodian will invest all contributions (including transfers of assets) promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution (or following the death of the Depositor, the Beneficiary's initial transfer of assets) to the Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have received a copy of the Disclosure Statement which accompanies this Agreement unless a request for the Disclosure Statement is made to the Custodian within seven (7) calendar days following acceptance of the Application by or on behalf of the Custodian.

(c) **Incomplete or Unclear Instructions.** If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 3 have not been received by the Custodian, or if the Custodian receives instructions as to investment selection or allocation which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor (or following the death of the Depositor, the Beneficiary), as the case may be,

and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Custodial Account.

- (d) **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) may not direct that any part or all of the Custodial Account be invested in Investment Company Shares or, if permitted by the Custodian, Other Funding Vehicles, unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) in the investment of the Custodial Account or to advise the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) regarding the purchase, retention, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents, or assigns shall not be liable for any tax, penalty, or loss which results from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) exercise of control (whether by his or her action or inaction) over the Custodial Account, or any tax, penalty, or loss which results from any directions received from the Depositor (the Authorized Agent or following the death of the Depositor, the Beneficiary) with respect to assets in the Account.

4. Contributions by Divorced or Separated Spouses

Alimony and separate maintenance payments received by a divorced or separated spouse, and taxable under Section 71 of the Code, shall be considered compensation for purposes of computing the maximum annual contribution to the Custodial Account, and the limitations for contributions by a divorced or separated spouse shall be the same as for any other individual.

5. Contribution Deadlines

The following deadlines generally apply to certain transactions within the Account:

- (a) **Contributions.** The last day to make annual contributions for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a form and manner acceptable to the Custodian, the contribution as a contribution for such taxable year.
- (b) **Recharacterizations.** A contribution that constitutes a recharacterization of a prior IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year, or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service.

The Custodian will not be responsible under any circumstances for the timing, purpose, or propriety of any contribution nor shall the Custodian incur any liability for any tax, penalty, or loss imposed on account of any contribution.

6. Rollover Contributions

The Custodian will accept for the Depositor's Custodial Account, in a form and manner acceptable to the Custodian, all rollover contributions which consist of cash, and may, but shall be under no obligation to, accept all or any part of any other property permitted as an investment under Code Section 408. The Depositor (or Depositor's Authorized Agent) shall designate, in a form and manner acceptable to the Custodian, each rollover contribution as such to the Custodian,

and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and/or 457(e)(16) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate rollover contributions to the Depositor's Account. Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 3. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 3; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article VIII, Section 19. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances beyond the control of the Custodian. It shall be the Depositor's responsibility to ensure that any minimum distribution required by Sections 401(a)(9) and 408(d)(6) of the Code and applicable regulations is made prior to giving the Custodian such rollover instructions.

7. Reinvestment of Earnings

In the absence of instructions pursuant to Section 3, distributions of every nature received in respect of the assets in the Custodial Account shall be reinvested as follows:

- (a) In the case of a distribution in respect of Investment Company Shares which may be received, the Custodian shall receive such distribution in additional Shares of that Investment Company.
- (b) In the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the provisions of Section 3(c) above.

8. Designation of Beneficiary

A Beneficiary or Beneficiaries may be designated for an Account as follows:

- (a) **General.** A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor in a form and manner acceptable to, and on record with, the Custodian; provided, however, that such designation, or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than thirty (30) days after the death of the Depositor, and provided further that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an Inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 10 and 11 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following the death of the Depositor, and/or the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control, except as determined by applicable law.

If the Depositor had not by the date of his or her death properly designated a Beneficiary in accordance with the preceding paragraph, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary

shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving primary or contingent Beneficiary(ies), as applicable, in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Shares and Other Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary or contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor.

If a Beneficiary does not predecease the Depositor but 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 a Beneficiary or Beneficiaries designated by such Beneficiary as his or her successor Beneficiary(ies) in a form and manner acceptable to, and on record with, the Custodian; provided, however, that such designation must be received and accepted by the Custodian in accordance with this section. If no proper designation has been made by such Beneficiary, in accordance with the preceding sentence, distributions will be made to such Beneficiary's estate.

Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor.

Notwithstanding any provision in this Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by the Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, "per stirpes" shall be construed as follows: If any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such Beneficiary shall instead be payable to such Beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

- (b) **Minors.** If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person, (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such person, or (v) to such person directly.
- (c) **QTIPs and QDOTs.** A Depositor (or following the death of the Depositor, the Beneficiary) may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor (or following the death of the Depositor,

the Beneficiary) is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor (or following the death of the Depositor, the Beneficiary) until the death of the Depositor's (or following the death of the Depositor, the Beneficiary's) surviving spouse: (i) all of the income of the Account shall, at the direction of the trustee(s) of the Spousal Trust, be paid to the Spousal Trust annually or at more frequent intervals, and (ii) no person or entity shall have the power to assign any part of the Account to any person other than the Spousal Trust. To the extent permitted by Section 401(a)(9) and 408(a)(6) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as the Depositor's Beneficiary may be treated as the Depositor's "designated beneficiary" for purposes of the distribution requirements of those Code sections. The Custodian shall have no responsibility to determine whether such treatment is appropriate.

- (d) **Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 19.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) as to the amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with respect to Section 401(a)(9), Section 408(a)(6), Section 2056(b)(7) or Section 2056A of the Code and related regulations.

9. Payroll Deduction

Subject to approval of the Custodian, a Depositor may choose to have contributions to his or her Custodial Account made through payroll deduction, in a form and manner acceptable to the Custodian, if the Account is maintained as part of a program or plan sponsored by the Depositor's employer, or if the employer otherwise agrees to provide such service. In order to establish payroll deduction, the Depositor must authorize his or her employer to deduct a fixed amount or percentage from each pay period's salary up to the maximum annual IRA contribution limit per year, unless such contributions are being made pursuant to a Simplified Employee Pension Plan described under Section 408(k) of the Code, in which case, contributions can be made up to the maximum annual percentage limit of the Depositor's compensation (subject to the contribution limits as described in Section 402(h)(2) and compensation limits as described in Section 401(a)(17), 404(l), and 408(k) of the Code). Contributions to a Custodial Account of the Depositor's spouse may be made through payroll deduction if the employer authorizes the use of payroll deductions for such contributions, but such contributions must be made to a separate Account maintained for the benefit of the Depositor's spouse. The Custodian shall continue to receive for the Depositor's Account payroll deduction contributions until such time as the Depositor's instruction to his or her employer (with reasonable advance notice) causes such contributions to be modified or to cease.

10. Transfers to or from the Account

Assets held on behalf of the Depositor (or, following the death of the Depositor, the Beneficiary) in another IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor (or, following the death of the Depositor, the Beneficiary) under this Agreement. The Custodian will not be responsible for any losses the Depositor (or, following

the death of the Depositor, the Beneficiary) may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Depositor (or, following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer of another IRA by the trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the IRA of the transferor trustee or custodian, the Code, and any related rules, regulations, and guidance issued by the Internal Revenue Service.

Assets held on behalf of the Depositor (or, following the death of the Depositor, the Beneficiary) in the Account may be transferred directly to a trustee or custodian of another IRA established for the Depositor (or, following the death of the Depositor, the Beneficiary), if so directed by the Depositor (or, following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian; provided, however, that it shall be the Depositor's (or, following the death of the Depositor, the Beneficiary's) responsibility to ensure that the transfer is permissible and satisfies the requirements of Code Section 408, and any related rules, regulations, and any other applicable guidance issued by the Internal Revenue Service, including Code Sections 408(a)(6), 401(a)(9), and applicable regulations.

11. Distributions from the Account

Distributions from the Account will be made only upon the request of the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian, and will generally be included in the recipient's gross income to the extent required by law. For distributions requested pursuant to Article IV, life expectancy and joint life and last survivor expectancy shall be calculated based on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) using any applicable distribution period from tables prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV, unless specifically required by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in any such calculations as a result of reliance on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) or the Financial Representative. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying, upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution. Notwithstanding this Section 11 and Section 18 below, the Custodian is authorized to make a distribution absent the Depositor's (or with the prior consent of the Custodian, the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a levy or court order of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in accordance with such levy or court order, or with the procedures

for resignation or removal in Section 24. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 3(b)(ii) of Article IV of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

12. Conversion of Distributions from the Account

Generally, the Depositor may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Section 401(a)(9) and 408(d)(6) of the Code and related regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or the Authorized Agent) shall designate in a form and manner acceptable to the Custodian each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3), and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made by way of a 60-day rollover must be deposited in a Roth IRA within 60 days.

13. Recharacterization of Contributions

Assets held on behalf of the Depositor in a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. Annual contributions held on behalf of the Depositor in the Account may be recharacterized through a trustee-to-trustee transfer to a trustee or custodian of a Roth IRA established for the Depositor, if so directed by the Depositor (or with the prior consent of the Custodian, the Depositor's Authorized Agent) in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

14. Actions in the Absence of Specific Instructions

If the Custodian receives no response to communications sent to the Depositor (the Authorized Agent or following the death of the Depositor, the Beneficiary) at the Depositor's (the Authorized Agent's or following the death of the Depositor, the Beneficiary's) last known address, if any, as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action or inaction taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

15. Instructions, Notices, and Communications

All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to either the Financial Representative or to the last known address, including an electronic address if consented to by the Depositor (or following the death of the Depositor, the Beneficiary), of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

16. Effect of Instructions, Notices, and Communications

- (a) **General.** The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proven by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proven by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) **Incomplete or Unclear Instructions.** Under this Agreement, the Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Financial Representative as his or her agent to instruct the Custodian to effect transactions on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) relating to the Custodial Account, or to provide or receive information with regard to such matters, in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions or information from the Depositor (or the Financial Representative or Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from a Depositor (or Financial Representative or Authorized Agent or following the death of the Depositor, the Beneficiary) relating to the Custodial Account or to otherwise advise the Depositor (or the Financial Representative or Authorized Agent or the Beneficiary) regarding any matter relating thereto.

17. Tax Matters

- (a) **General.** Neither the Custodian, the Company, nor any affiliate or other Fidelity Investments company provides tax or legal advice. Depositors, Authorized Agents, Financial Representatives, and Beneficiaries are strongly encouraged to consult with their attorney or tax adviser with respect to matters involving the Account. The Custodian shall submit required reports to the Internal Revenue Service and to the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return

or report required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income, or windfall profits tax.

- (b) **Annual Report.** As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the prior calendar year. Unless the Depositor (or following the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and affiliates shall be forever released and discharged from all liability and accountability with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) **Tax Withholding.** Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any tax withholding requested by the Depositor (or if permitted by the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty which may be due as a result of any transaction in the Custodial Account.

18. Spendthrift Provision

Subject to Section 11 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor (or following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, or levy, except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense of such legal action or proceeding shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless otherwise agreed upon by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with Section 408(d) (6) of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a levy or court order, the Custodian shall distribute such assets in accordance with such levy or order and Section 11 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. Fees and Expenses

- (a) **General.** The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Fidelity Advisor Statement of Fees which accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions, fees for special legal services, taxes levied or assessed, adjustments for unmet letter of intent obligations, or expenses

in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale of sufficient assets in the Custodial Account and application of the sales proceeds to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) by separate check.

(b) Broker or Representative Fees. The Custodian shall, upon direction from the Depositor (the Authorized Agent or following the death of the Depositor, the Beneficiary), disburse from the Custodial Account payment to the Depositor's (or following the death of the Depositor, the Beneficiary's) broker or representative any fees for financial services rendered with regard to the assets held in the Account. The Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Financial Representative or Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Financial Representative) of any such fees. Any such direction must be provided in a form and manner acceptable to the Custodian. The determination of whether any fees paid to a registered investment advisor or Financial Representative are reasonable and appropriate shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary), and the Custodian shall not incur any liability for the payment of any fees to the Financial Representative or Broker from assets in the Account. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or nonaction taken in full faith reliance upon, any such fee disbursement direction.

(c) Sale of Assets. Whenever it shall be necessary in accordance with this Section 19 to sell assets in order to pay fees or expenses, the Custodian may sell any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds remaining after collection of the applicable fees and expenses therefrom in accordance with Section 3. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. Voting with Respect to Securities

The Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) either directly or through the Financial Representative all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares in the Custodial Account. The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Investment Company Shares held in the Custodial Account shall be voted with respect to any matters as to which the Custodian, as holder of record, is entitled to vote, coming before any meeting of holders of interest in the Investment Company or corporation which issued such Investment Company Shares. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those Shares with respect to which it has received timely directions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account, the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any Shares held in the Custodial Account on the applicable record date for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely with respect to votes before January 1, 2003, only to the extent that such a vote is necessary to establish a quorum.

21. Limitations on Custodial Liability and Indemnification

The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian and the Financial Representative shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or nonaction taken pursuant to the Depositor's direction (or that of the Financial Representative, Authorized Agent, or following the death of the Depositor, the Beneficiary). The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment.

To the fullest extent permitted by law, the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and hold harmless the Custodian, the Company and their affiliates, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction, or from the Financial Representative's execution of such direction, and from any and all other liability whatsoever which may arise in connection with this Agreement, except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

22. Delegation to Agents

The Custodian may delegate, pursuant to a written agreement, to one or more entities the performance of record keeping and other ministerial services in connection with the Custodial Account. Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary) may delegate, in a form and manner acceptable to the Custodian, to a third party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

23. Amendment of Agreement

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement may conform with applicable provisions of the Internal Revenue Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address including an electronic address if authorized by the Depositor (or, following the death of the Depositor, the Beneficiary) as shown in the records of the Custodian, a copy of such amendment, or a restatement of this Custodial Agreement. The Depositor (or, following the death of the Depositor, the

Beneficiary) shall be deemed to consent to any such amendment(s) or restatement unless he or she objects thereto by sending written notice to the Custodian, within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or, following the death of the Depositor, the Beneficiary), to terminate this Custodial Account and distribute the proceeds, as so directed by the Depositor (or, following the death of the Depositor, the Beneficiary).

24. Resignation or Removal of Custodian

The Company may remove the Custodian at any time upon thirty (30) days' notice, written or otherwise, to the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary). The Custodian may resign at any time upon thirty (30) days' notice, written or otherwise, to the Depositor (or following the death of the Depositor, the Beneficiary). In connection with its resignation hereunder, the Custodian may, but is not required to, appoint a successor custodian with the consent of the Company, or upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. If no successor custodian is appointed by the Company or the Custodian, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

25. Termination of the Custodial Account

The Depositor (or following the death of the Depositor, the Beneficiary) may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another individual retirement account (within the meaning of Section 408 of the Code) or other retirement plan designated by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) pursuant to Article VIII, Section 10. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's (or following the death of the Depositor, the Beneficiary's) intention to terminate the Custodial Account is received by the Custodian and a transferee custodian or trustee has not been designated for the assets in the Account, then the assets of the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

26. Governing Law

This Agreement, and the duties and obligations of the Company and the Custodian under this Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

27. When Effective

This Agreement shall be effective upon the Depositor's proper completion and signature of this Application, provided the completed and signed Application is delivered to and accepted by the Custodian in a timely manner. The Custodian shall send a notice to the Depositor (or, following the death of the Depositor, the Beneficiary) containing information about the account to the address provided on the Application.

28. Disclosure

The provisions in this Article VIII have not been reviewed or pre-approved by the IRS.

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Fidelity Advisor

Traditional IRA Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001, and is provided to you in accordance with the requirements of the Internal Revenue Code (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Individual Retirement Account (IRA). This IRA is a custodial account (the "Account") created to provide for the Depositor's retirement and, following the death of the Depositor, for the support of the Depositor's Beneficiary(ies). Interests in the Account are nonforfeitable. The terms used in this Disclosure Statement have the meaning set forth in Article VIII of the Custodial Agreement for this Account unless a different meaning is clearly required by the context. Except as otherwise noted, or as clearly required by the context, "you" and "your" refer to the Depositor for whose benefit the Account is originally established. Following the death of the Depositor, "you" and "your" refer to the Beneficiary for whom a Beneficiary Distribution Account (BDA) is maintained. **Neither the Custodian, the Company, nor any affiliate or agent thereof provides tax or legal advice. As a result, you are strongly encouraged to seek competent tax or legal advice for any and all matters regarding this Account, as such matters may result in adverse tax consequences and/or penalties.**

Right to Revoke

If you do not receive this Disclosure Statement at least seven calendar days prior to the establishment of this Account, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven calendar days after the acceptance of the Application by or on behalf of the Custodian. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven calendar days following acceptance of your IRA by or on behalf of the Custodian of your IRA, as evidenced by notification to you. Your revocation request must be delivered, in a form and manner acceptable to the Custodian, to:

**Fidelity Investments Institutional Operations Company LLC
P.O. Box 770002
Cincinnati, OH 45277-0081**

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets, as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, call 877-208-0098 between 8:30 a.m. and 7:00 p.m. Eastern time, any day the New York Stock Exchange is open.

Types of Accounts

The following account types are available under the Fidelity Advisor IRA Custodial Agreement and Disclosure Statement.

Accounts for Depositors

Traditional IRA and Rollover IRA. If you are under age 70½ and have "compensation," you may make annual contributions of up to the maximum amount allowed under current law to a Traditional IRA for a taxable year. Some or all of your contribution may be deductible depending on your (and your spouse's) circumstances and "adjusted gross income." Any earnings on your contributions may grow tax deferred until distributed from your Traditional IRA. If you and your spouse file a joint Federal income tax return and meet certain requirements, you may make an IRA contribution to a separate IRA established for the exclusive benefit of your spouse, even if your spouse has not received compensation during the taxable year. If you retire or change jobs, you may be eligible for a distribution from your employer's retirement plan. Eligible rollover distributions from certain plans may generally be rolled over tax-free to a Traditional IRA or Rollover IRA, and can continue to grow tax-deferred until distributed.

SEP IRA. If your employer offers a Simplified Employee Pension Plan (SEP), a separate IRA may be established to receive your employer's contributions under the SEP arrangement. All SEP contributions are tax deductible to the employer, and any earnings grow tax deferred until distributed. If established prior to January 1, 1997, your employer's SEP may also allow you to make elective salary deferrals to a SARSEP-IRA.

Accounts for Beneficiaries

Traditional IRA Beneficiary Distribution Account (IRA BDA). If you are a beneficiary who inherits a Traditional IRA, Rollover IRA, SEP IRA, or SIMPLE IRA from a deceased Depositor (or deceased Beneficiary), you may maintain the tax-deferred status of those inherited assets in an inherited IRA. An Inherited IRA may also be referred to as an IRA BDA. No contributions of any kind are permitted to be made to an IRA BDA. A beneficiary of an inherited IRA is generally required to take annual minimum distributions from the Account.

FOR INFORMATION ABOUT ROTH IRAS AND ROTH IRA BDAS, REFER TO THE FIDELITY ADVISOR ROTH IRA DISCLOSURE STATEMENT.

Note: For purposes of this Disclosure Statement, "Compensation" refers to wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. "Adjusted Gross Income" (AGI) is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA deduction, AGI is modified to take into account deductions for IRA contributions, taxable benefits under the Social Security and Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard Code Sections 135, 137, and 911.



Account Information

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Designation of Beneficiary. You should designate a Beneficiary(ies) to receive the balance of your Account upon your death. A Beneficiary(ies) must be designated on your Account Application, or in another form and manner acceptable to the Custodian. If you are a Beneficiary and you maintain an IRA BDA, you should designate a Successor Beneficiary in a form and manner acceptable to the Custodian. The assets remaining in your Account will be distributed upon your death to the Beneficiary(ies) or Successor Beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Fidelity Advisor IRA Custodial Agreement. Refer to Article VIII, Section 8 of your Custodial Agreement ("Designation of Beneficiary") for more information. If a Beneficiary you designate is not a U.S. citizen or other U.S. person (including a U.S. resident alien individual) at the time of your death, distribution options from the Account and the tax treatment of such distributions may be more restrictive.

Role of the Financial Representative. Your Investment Professional, Financial Representative, or Broker (collectively referred to as your "Financial Representative") is the representative at the firm that you have appointed in the Account Application (or in another manner acceptable to and filed with the Custodian) as your agent. The Custodian will accept instructions and directions with respect to your Account from your Financial Representative as though they were made by you personally. Your Financial Representative may inform you regarding the investments in your Account, and transactions pertaining to your IRA must generally be executed through your Financial Representative, unless an automated telephone or electronic commerce service, which may be made available through the Custodian, is used. Your Financial Representative generally receives compensation for performing these services. It is your responsibility to determine whether any fees payable to your Financial Representative are reasonable in light of the services your Financial Representative provides to you. You can appoint a new Financial Representative at any time on a form acceptable to and filed with the Custodian. Refer to Article VIII, Section 2 of your Custodial Agreement ("Financial Representative") for more information on your Financial Representative. Alternatively, in the absence of the Custodian's receipt of a new financial representative appointment directly from you, the Custodian may rely on the new firm's written representation that you

have affirmatively appointed such firm as the Financial Representative for your account.

Investment of Account. The assets in your Account will be invested in accordance with instructions communicated from you (or your Financial Representative or Authorized Agent, if any). You should read any publicly available information (e.g., prospectuses, annual reports, etc.) which would enable you to make an informed investment decision, and take into account your overall investment portfolio, your tolerance for risk, the time frame of your investments, and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you, or if the instructions received are, in the opinion of the Custodian, incomplete or unclear, or might result in an erroneous transaction, you may be requested to provide further instructions or other information. In the absence of such instructions or information, all or part of your investment may 1) remain uninvested pending instructions or information from you or your Financial Representative, or Authorized Agent, if any, 2) be returned to you, or 3) be invested in Money Market Shares, which strive to maintain a stable \$1 per share* value. No part of your Account may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Additionally, contributions may not be invested in tax-free investment vehicles, such as tax-free municipal securities. Keep in mind that with respect to investments in regulated investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected by the Custodian.

* You could lose money by investing in a money market fund.

Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Contributions

The following information about Contributions applies to IRA Depositors only. It does not apply to a Beneficiary (or Successor Beneficiary) or to an IRA BDA.

Types of Contributions

Annual Contributions. You may make annual contributions to your IRA at any time up to and including the due date, excluding extensions, for filing your federal income tax return for the year for which the contribution is made (generally, April 15). You may continue to make annual contributions to your IRA for a given tax year up to (but not including) the calendar year in which you reach age 70½. You may continue to make annual contributions to your spouse's IRA for each year up to (but not including) the calendar year in which your spouse reaches age 70½. Contributions (other than rollover contributions described below) must be made in cash and not in-kind.

Catch-Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you may make a "catch-up" contribution to your IRA in addition to the annual contribution. If you are a participant in a SARSEP IRA and are at least age 50 by December 31 of the calendar year to which a contribution relates, your employer may also allow you to make catch-up contributions via salary reduction contributions, subject to the limits

more fully explained below. It is your responsibility to ensure that you meet the requirements for making a catch-up contribution, and for ensuring that you do not exceed the limits as applicable.

Eligible Rollover Contributions. Certain distributions from employer-sponsored plans (for example, 401(a), 403(b), and 457 governmental plans) may be eligible for rollover into your IRA. Eligible rollover distributions may be made in cash or, if permitted by the Custodian, in-kind. Strict limitations apply to rollovers, and you should seek competent tax advice regarding these restrictions. To avoid mandatory federal income tax withholding of 20% of a distribution from an employer plan, and to preserve the tax-deferred status of an eligible distribution, you can roll over your eligible distribution directly to an IRA. If you choose to have the distribution made payable to you, you will be subject to mandatory federal income tax withholding at the rate of 20%. You may still reinvest up to 100% of the total amount of your distribution that is eligible for rollover in a Rollover IRA by replacing the 20% which was withheld for taxes with other assets you own within 60 days of your receipt of the distribution. Distributions from your SIMPLE IRA after the two-year period beginning when your employer first contributes to your SIMPLE IRA may also be rolled over to the Account.

Sixty-Day Rollover Contributions. If you have taken a distribution of all or part of your assets from your IRA, you may make a rollover

contribution of the same property into the same IRA, another IRA, an Individual Retirement Annuity, or another eligible retirement plan provided the rollover contribution is made within 60 days of your receipt of the distribution. This rollover treatment does not require you to include the distribution in your ordinary income if it is reinvested within the 60-day period, and it allows you to maintain the tax-deferred status of these assets. A 60-day rollover can be made from an IRA once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize can be returned or rolled over to an IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every 12 months rule" mentioned above. Under certain circumstances, the 60-day rollover requirement may be waived, if IRS requirements are met.

Simplified Employee Pension Plan Contributions. Your employer may contribute to your SEP IRA up to the maximum amount allowed under current law. If your employer established a salary reduction SEP plan prior to January 1, 1997, and your SEP IRA is used as part of this salary reduction SEP, you may elect to reduce your annual compensation up to the maximum amount allowed by law (subject to any plan limits) and have your employer contribute that amount to your SEP IRA. In addition to the amount contributed by your employer to your SEP IRA, you may make an annual contribution to the Account.

Excess or Misdirected Contributions. Contributions (including an improper rollover or a salary reduction contribution made by your employer on your behalf) which exceed the allowable maximum per year are considered excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be incurred for each year in which the excess contribution remains in your IRA. You may correct an excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, on or before the due date, including extensions, for filing your tax

return for the year in which you made the excess contribution. If you correct an excess or misdirected contribution by having it returned to you by your tax filing deadline, including extensions, it will not be considered a premature distribution nor (except in the case of a salary reduction contribution) taxed as ordinary income; however, any earnings withdrawn will be taxed as ordinary income to you and may be subject to a 10% early withdrawal penalty if you are under age 59½. Alternatively, excess contributions (other than salary reduction contributions) in one year may be carried forward and reported in the next year to the extent that the excess, when aggregated with your IRA contribution(s) (if any) for the subsequent year, does not exceed the maximum amount for that year. The 6% excise tax is imposed on excess contributions for each year they remain in the account and are not able to be applied as current year contributions.

Recharacterized Contributions. You may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer of assets any annual contribution in your IRA (the "Initial IRA"), to a Roth IRA ("the Second IRA"), or vice versa. You may also elect to recharacterize an amount converted to a Roth IRA back to your IRA. Any net income attributable to a contribution or conversion that is recharacterized must be transferred to your Second IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before the due date, including extensions, for filing your Federal income tax return (generally, April 15) for the year to which the contribution to the Initial IRA relates. The amount(s) that is recharacterized is treated as having been originally contributed to your Second IRA on the same date and for the same taxable year that the amount was contributed to your Initial IRA. You may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day a recharacterization is completed back to the Initial IRA.

Annual IRA Contribution Limits

Note: For years beginning after December 31, 2010, certain limits described below are scheduled to sunset, and may revert to limits prescribed under the Code as of January 1, 2001.

General. You may make annual IRA contributions of up to the lesser of 100% of your compensation, or the maximum amount allowed under current law. The maximum annual contribution limit for your IRA is reduced by the amount of any contributions you make to any other IRAs, including Roth IRAs, but excluding any employer contributions, such as salary deferral contributions made to a SARSEP IRA or a SIMPLE IRA, for the particular tax year. If you are at least age 50 by December 31 of the tax year to which the contribution relates, you may make an additional "catch-up" contribution. The maximum annual contribution limits for aggregate IRA and Roth IRA contributions for the following tax years are:

Tax Years	Annual IRA Contribution Limit	Annual IRA Catch-Up Contribution Limit for Depositor at Least Age 50	Maximum Annual IRA Contribution Limit for Depositor at Least Age 50 (Including Catch-Up)
2002–2004	\$3,000	\$500	\$3,500
2005	\$4,000	\$500	\$4,500
2006–2007	\$4,000	\$1,000	\$5,000
2008 and thereafter	\$5,000*	\$1,000	\$6,000*

* After 2008, the maximum annual IRA contribution limit will be indexed for cost-of-living in \$500 increments.

Deductibility of Annual IRA Contributions

Married Taxpayers. If you are married and file a joint tax return with your spouse, and neither of you is considered an active participant in an employer-sponsored retirement plan, you and your spouse may each make a fully deductible IRA contribution in any amount up to 100% of your combined compensation, or the maximum amount allowed under current law, whichever is less. If you are married filing jointly with AGI of \$150,000 or less for the year for which the contribution relates, and only one of you is considered an active participant, the spouse (including a non-wage-earning spouse) who is not an active participant in an employer-sponsored retirement plan may make a fully deductible IRA contribution of up to the maximum amount allowed under current law or 100% of combined compensation, whichever is less. For married couples filing jointly where one person is considered an active participant, this deduction is phased out for joint modified AGI between \$150,000 and \$160,000. For married

couples filing jointly where both are considered active participants, the phase-out ranges for deducting an IRA contribution are provided in the chart below. If you are a married couple that lives together at any time during the year but file your income taxes separately, and have more than \$10,000 in compensation for the year, you are not eligible for a deductible IRA contribution if either spouse is considered an active participant. No more than the maximum allowed under current law may be contributed to either spouse's IRA for any taxable year.

Single Taxpayers. If you are not married and are not an active participant in an employer-sponsored retirement plan, you may make a fully deductible IRA contribution in any amount up to 100% of your compensation for the year, or the maximum allowed under current law, whichever is less. The phase-out ranges for deducting an IRA contribution for single taxpayers who are considered active participants are provided in the chart below.

Active Participant. Generally, you are considered an active participant in a defined contribution plan if an employer contribution or forfeiture was credited to your account under the plan during the year. You are considered an active participant in a SEP or SIMPLE plan if an employer contribution, including a salary reduction contribution, was made to your account for a tax year. You are considered an active participant in a defined benefit plan if you are eligible to participate in the plan, even though you may elect not to participate. You are also treated as an active participant for a year during which you make a voluntary or mandatory contribution to any type of plan, even though your employer makes no contribution to the plan. An "employer-sponsored retirement plan" includes any of the following types of retirement plans: a qualified pension, profit-sharing, or stock bonus plan established in accordance with Code Sections 401(a) or 401(k); a Simplified Employee Pension Plan (SEP) (Code Section 408(k)); a Savings Incentive Match Plan for Employees (SIMPLE) established in accordance with Code Section 408(p) or Code Section 401(k); a deferred compensation plan maintained by a governmental unit or agency; tax-sheltered annuities and custodial accounts (Code Section 403(b) and 403(b)(7)); or a qualified annuity plan under Code Section 403(a). You should check with your employer for your status as an active participant.

AGI Limits for Deductible Contributions. If you (or your spouse, if you are filing a joint tax return) are not eligible for a fully deductible IRA contribution, you may be eligible for a partially deductible IRA contribution if your adjusted gross income (AGI) does not exceed certain deductibility limits, which are discussed below. For "active participants" in an employer-sponsored retirement plan, full deduction is phased out between the following AGI limits:

Year	Married Couples Filing Joint Returns	Individuals
2003	\$60,000–\$70,000	\$40,000–\$50,000
2004	\$65,000–\$75,000	\$45,000–\$55,000
2005	\$70,000–\$80,000	\$50,000–\$60,000
2006	\$75,000–\$85,000	\$50,000–\$60,000
2007+	\$80,000–\$100,000	\$50,000–\$60,000

For married couples filing joint returns and Individuals, the applicable dollar limit for a given year is the lowest number presented in the ranges above, as applicable. The applicable dollar limit for married individuals filing separate returns is \$0. If your AGI exceeds the applicable dollar limit by not more than \$10,000 (\$20,000 for the 2007 tax year and beyond for married couples filing a joint return), you may make a deductible IRA contribution (but the deductible amount will be less than the maximum amount you can contribute). To determine the amount of your deductible contribution, use the following calculation:

1. Subtract the applicable dollar limit from your AGI. If the result is \$10,000 (\$20,000 for married couples filing a joint return for the 2007 tax year and beyond) or more, stop; you can only make a nondeductible contribution.
2. Subtract the above figure from \$10,000 (\$20,000 for married couples filing a joint return for the 2007 tax year and beyond).
3. Divide the result from 2 above by \$10,000 (\$20,000 for married couples filing a joint return for the 2007 tax year and beyond).
4. Multiply the maximum contribution allowed under current law by the fraction resulting from 3 above. This is your maximum deductible contribution limit.

If the deduction limit is not a multiple of \$10, then it is to be rounded up to the next highest \$10 multiple. There is a \$200 minimum floor on the deduction limit if your AGI does not exceed the annual limits in the chart above for individuals or married couples filing jointly. AGI for married couples filing a joint tax return is calculated by aggregating the compensation of both spouses. The deduction limitations on IRA contributions, as determined above, then apply to each spouse.

Nondeductible IRA Contributions. Even if your income exceeds the limits described above, you may still make a nondeductible IRA contribution up to the lesser of the maximum amount allowed under current law or 100% of your compensation to a Traditional IRA. There are no income limits for making a nondeductible contribution to a Traditional IRA. You are required to designate on your tax return the extent to which your IRA contribution is nondeductible. Therefore, your designation must be made by the due date (including extensions) for filing your tax return for the year for which the contribution is made. If you overstate the amount of nondeductible contributions for a taxable year, a penalty of \$100 will be assessed for each overstatement unless you can show that the overstatement was due to a reasonable cause.

Tax Credit for IRA Contributions. You may be able to receive a tax credit for your contribution to your IRA. The maximum annual contribution amount eligible for the credit is \$2,000 per person. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below, as well as other requirements. This credit is available for contributions made for taxable years beginning after December 31, 2001, and before January 1, 2007.

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
\$0–\$30,000	\$0–\$22,500	\$0–\$15,000	50%	\$1,000
\$30,001–\$32,500	\$22,501–\$24,375	\$15,001–\$16,250	20%	\$400
\$32,501–\$50,000	\$24,376–\$37,500	\$16,251–\$25,000	10%	\$200
Over \$50,000	Over \$37,500	Over \$25,000	0%	\$0

SEP-IRA Contributions

General. If you are a participant in a SEP plan offered by your employer, your employer may make annual SEP contributions on your behalf up to the lesser of 25% of compensation, or \$40,000, per participant. The \$40,000 limit is indexed for cost-of-living adjustments in \$1,000 increments. The maximum compensation on which contributions to SEPs and SARSEPs can be based is \$200,000, indexed for cost-of-living adjustments in \$5,000 increments. Elective deferrals to SARSEPs are also subject to the limits more fully described below. Additionally, SARSEP participants who reach age 50 by December 31 of the tax year for the corresponding contribution may be able to contribute an additional catch-up contribution, if the plan allows.

Tax Years	Annual Elective Deferral Limit	SARSEP Catch-Up Contribution Limit for Participants at Least Age 50	Maximum Annual Elective Deferral Limit for Participants at Least Age 50 (Including Catch-Up)
2003	\$12,000	\$2,000	\$14,000
2004	\$13,000	\$3,000	\$16,000
2005	\$14,000	\$4,000	\$18,000
2006	\$15,000*	\$5,000	\$20,000

* After 2005, the \$15,000 limit is indexed for inflation in \$500 increments.

Distributions

The following information about Distributions may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

General. Distributions from the Account will be made upon your request (or with your prior authorization and with the prior consent of the Custodian, the request of the Financial Representative, or Authorized Agent) in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Account without such instruction if directed to do so by a court order or levy, or in the event of the Custodian's resignation. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from the Account will generally be included in the recipient's gross income for Federal income tax purposes for the year in which the distribution is made.

Premature Distributions to IRA Depositors. If you are a Depositor, distributions from the Account made before you reach age 59½ will be subject to a non-deductible 10% early withdrawal penalty (in addition to being taxable as ordinary income to the extent includible in income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another employer-sponsored retirement plan, if applicable, or the distribution is made on account of your death or disability. Exceptions to the 10% early withdrawal penalty may also be available to IRA Depositors if a distribution is:

- part of a series of substantially equal periodic payments made not less frequently than annually over the Depositor's life or life expectancy or the joint life expectancies of the Depositor and the Depositor's Beneficiary;
- for qualified medical expenses in excess of 7.5% of the Depositor's AGI;
- to cover qualified health insurance premiums of certain unemployed individuals;
- used to acquire a first-time principal residence for the Depositor, the Depositor's spouse, or the Depositor's or the Depositor's spouse's children, grandchildren, or ancestors (subject to a \$10,000 lifetime

limit from all the Depositor's IRAs, including any Roth IRAs);

- used to pay qualified higher education expenses for the Depositor, the Depositor's spouse, the Depositor's children or grandchildren, or the children or grandchildren of the Depositor's spouse; or
- made on account of an IRS levy, as described in Code Section 6331.

Conversion of Distributions from the Account. If you are a Depositor and your AGI (single or joint) is \$100,000 or less for a taxable year, you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. However, any minimum distribution from the Account required by Code Sections 408(a)(6) and 401(a)(9) for the year of the conversion cannot be converted to a Roth IRA. You will be subject to income tax on the taxable portion of any Conversion Amount. If you are under age 59½, the Conversion Amount will not be subject to the premature distribution penalty; however, any amounts distributed from your IRA (including amounts withheld for taxes) and not converted within 60 days to a Roth IRA will be subject to the penalty. Additionally, taxes withheld from conversion distributions will be includible in income and may make you ineligible for a Roth IRA conversion, as amounts withheld from a Roth IRA conversion are used in determining conversion eligibility.

Distribution of Nondeductible or After-Tax Contributions. To the extent that a distribution constitutes a return of nondeductible or after-tax contributions, it will not be included in income. The amount of any distribution excludable from income is the portion that bears the same ratio to the total distribution that aggregate nondeductible contributions bear to the balance at the end of the year (calculated after adding back distributions made during the year) of the Account. For this purpose, all of a Depositor's IRAs, or a Beneficiary's IRA BDAs inherited from the same Depositor (Roth IRAs and Roth BDAs excluded) are treated as a single IRA. The aggregate amount of distributions excludable from income for all years is not to exceed the aggregate nondeductible contributions for all calendar years.

Minimum Required Distributions (MRDs)

General. It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Section 408(a)(7) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the Internal Revenue Service. You may 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.

Lifetime MRDs for IRA Depositors. If you are a Depositor, you must begin receiving distributions of the assets in the Account by April 1 of the year following the year in which you reach age 70½. This is called your "Required Beginning Date" (RBD). Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your

first minimum required distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Refer to Article IV of your Custodial Agreement for additional information on minimum required distributions.

Distributions after the Death of the Depositor. If you are a Beneficiary and have inherited an IRA from a Depositor who died after reaching RBD, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required. Refer to Article IV for additional information on death distribution requirements.

Miscellaneous

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Other Considerations with Respect to the Account

Divorce or Legal Separation. If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an Account in the

receiving spouse's name. This transaction can be processed without any tax implications to you, provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Code Section 408(d)(6) and is received and accepted by the Custodian. The Custodian may require other direction from you and the recipient of any portion of your Account.

Fees and Expenses. Fees and other expenses of maintaining and terminating the Account are described in the Statement of Fees, and may be changed from time to time, as provided in the Custodial Agreement. Your Financial Representative may charge or receive fees in addition to those fees described on the Statement of Fees for services rendered, and it is up to you to determine if any such fees are reasonable.

Prohibited Transactions. If any of the events prohibited by Code Section 4975 (such as any sale, exchange, or leasing of any property between you and your Account, or the purchase of any securities on margin in your Account) occurs during the existence of your Account, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. If all or any part of the Account is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you. Such distributions would be subject to ordinary income tax and, if you are a Depositor under age 59½ at the time, to a 10% tax penalty on premature distributions.

Other Tax Considerations

Tax Withholding. Federal income tax will be withheld from distributions you receive from an IRA unless you elect not to have such tax withheld. However, if IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are a U.S. citizen or other U.S. person (including a resident alien individual). This tax withholding will also be mandatory if you have not provided a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax

will be withheld at the rate of 10%, unless a higher rate is elected by you, or if non-resident alien withholding applies. In addition, state income tax may be withheld from your IRA distributions, if applicable, depending on the state of residence indicated in your legal address of record for the Account.

Reporting for Tax Purposes. If you are a Depositor, you will be required to designate your contribution as deductible or nondeductible. IRS Form 8606 may be required to be attached to your IRS Form 1040 or IRS Form 1040A for each year for which a nondeductible IRA contribution or after-tax rollover is made, and thereafter, for each year in which a distribution is taken from the Account. You must also file Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, an IRA contribution is recharacterized, or less than the required minimum amount is distributed from your IRA, as applicable. You are also required to report to the IRS the amount of all distributions you received from your IRA. Other reporting may be required in the event that special taxes or penalties are due.

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the Federal income tax laws. The taxable portion of the distribution is taxed to the person receiving it as ordinary income. There are no special averaging rules applicable to distributions made directly from your Account.

IRS Approval. The form of your Individual Retirement Account is the model government form provided by the IRS known as Form 5305-A. Refer to IRS Publication 590 or contact the IRS for more information on IRAs, as transactions done incorrectly may result in adverse tax consequences.

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Important Information Affecting the

Fidelity Advisor IRA & Roth IRA

This notice describes certain provisions relating to Traditional IRAs and Roth IRAs that are now effective (unless otherwise noted), based on recent changes in the law, cost-of-living adjustments and guidance from the IRS. This information is intended to supplement and update the information in your Fidelity Advisor IRA Disclosure Statement and/or Fidelity Advisor Roth IRA Disclosure Statement, as applicable. These provisions, as well as others described in your Disclosure Statement, are subject to change. For additional information on changes affecting your IRA, review IRS Publication 590 or contact your investment professional. As always, you are encouraged to consult a tax advisor with respect to any tax questions, or to determine how these changes may affect your personal situation.

Contribution Information

Annual IRA and Roth IRA Contribution Limits

Certain IRA provisions passed into law under the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) were set to expire after December 31, 2010. Under the Pension Protection Act of 2006 (PPA), these "sunset provisions" of EGTRRA are repealed. As a result, the following increased limits on aggregate IRA and Roth IRA contributions are made permanent under current law:

Tax Years	Annual IRA Contribution Limit	Annual IRA Catch-Up Contribution for Depositor at Least Age 50	Combined Maximum Annual IRA Contribution Limit for Depositor at Least Age 50 (including Catch-Up)
2023	\$6,500	\$1,000	\$7,500
2024	\$7,000	\$1,000	\$8,000

* In future years, the maximum annual IRA contribution limit may be indexed for cost-of-living in \$500 increments.

Non-Spouse Direct Rollovers to Inherited Traditional IRAs

An eligible non-spouse beneficiary may directly rollover a decedent's interest in a qualified plan, 403(b) plan, or governmental 457(b) plan to an inherited IRA, also called an IRA Beneficiary Distribution Account (IRA BDA). The distribution must be directly rolled over (via trustee-to-trustee transfer) to the IRA BDA. Entity beneficiaries are not eligible to roll over to an IRA BDA; trust beneficiaries may only directly roll over inherited plan assets to an IRA BDA if the trust meets certain "look through" trust requirements. Current or past minimum distribution amounts required under the plan's terms may not be rolled over.

Designated Roth Account Rollovers to Roth IRAs

Distributions from Roth sources in employer-sponsored plans ("designated Roth accounts") can be rolled over into a Roth IRA via a 60-day rollover or a direct rollover. If only a portion of the distribution is rolled over, the portion that is rolled over is treated as consisting first of the amount of the distribution that is includible in gross income. Assets rolled from an employer-sponsored plan to a Roth IRA cannot be rolled back to an employer-sponsored plan. Additionally, note that income limits that determine taxpayer eligibility for annual contributions to a Roth IRA do not apply to rollovers of designated Roth accounts to Roth IRAs.

Qualified Rollover Contribution to a Roth IRA (Direct Roth Conversion)

Certain distributions of pretax assets from employer-sponsored plans (for example, 401(a), 403(b), and governmental 457(b) plans) may be eligible for rollover directly into your Roth IRA or Roth IRA BDA. These distributions are subject to the restrictions and taxation that apply to Roth IRA conversions.

Beneficiaries who inherit pretax assets in employer-sponsored plans may also request a qualified rollover contribution to a Roth IRA or Roth IRA BDA, if applicable. A non-spouse beneficiary may roll over a decedent's interest in an employer plan to a Roth IRA BDA. The distribution must be directly rolled over (via a trustee-to-trustee transfer) to the Roth IRA BDA. A spousal beneficiary may roll over a decedent's interest in an employer plan to either 1) a Roth IRA BDA or 2) a Roth IRA and elect to treat the Roth IRA as his/her own.

Assuming that all relevant IRS requirements are satisfied, a qualified rollover contribution into a Roth IRA may later be recharacterized into a Traditional IRA.

The Fidelity Advisor IRA will also accept other amounts that may qualify as a Qualified Rollover Contribution under the Internal Revenue Code, subject to the account owner's representation that all requirements of the Code are met.

Direct Payment of Tax Refunds to IRAs

The PPA allows a taxpayer to direct that a portion of his or her federal income tax refund may be directly deposited into the taxpayer's IRA as a contribution. In certain cases, taxpayers must complete IRS Form 8888 to direct the contribution to their IRA provider.

60-Day Rollovers

Effective January 1, 2015, an individual is only permitted to make one 60-day rollover per 12-month period between all IRAs owned by the individual. This limitation applies on an aggregate basis to all IRAs owned by an individual.

The PPA amended certain sections of the Internal Revenue Code to apply cost-of-living adjustments (COLA) to certain AGI limits that impact IRA deductibility for active participants (or the spouses of active participants) in an employer-sponsored retirement plan, for the Saver's Credit, and for eligibility to contribute to a Roth IRA. These limits and others, as adjusted by the IRS for COLA, are described below.

Annual IRA Contributions

AGI Limits for Deductible Contributions to a Traditional IRA

If you are married filing jointly, and only one spouse is considered an active participant, the spouse (including a non-wage-earning spouse) who is not an active participant in an employer-sponsored retirement plan may make a fully or partially deductible IRA contribution of up to the maximum amount allowed under current law or 100% of combined compensation, whichever is less. The deductibility of the non-active

participant spouse's contribution is phased out between the following modified AGI limits:

Year	Married Taxpayers Filing Joint Returns
2023	\$218,000-\$228,000
2024	\$230,000-\$240,000



For “active participants” in an employer-sponsored retirement plan, full deduction is phased out between the following modified AGI limits:

Year	Married Taxpayers Filing Joint Returns	Single Payers
2023	\$116,000–\$136,000	\$73,000–\$83,000
2024	\$123,000–\$143,000	\$77,000–\$87,000

AGI Limits for Roth IRA Contributions

Eligibility to make annual Roth IRA contributions is phased out between the following modified AGI limits:

Year	Married Taxpayers Filing Joint Returns	Single Payers
2023	\$218,000–\$228,000	\$138,000–\$153,000
2024	\$230,000–\$240,000	\$146,000–\$161,000

Refer to your IRA Disclosure Statement, or IRS Publication 590 to calculate the amount of your contribution if you are subject to the above limits.

Savers Credit for IRA Contributions

This tax credit was originally available for contributions made for taxable years beginning after December 31, 2001, and before January 1, 2007, under EGTRRA. The credit was made permanent under PPA. Also, as a result of PPA, the AGI limits which determine eligibility to receive the tax credit will now be subject to cost of living adjustments (COLA).

FOR 2024				
Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)*	Credit Rate	Maximum Credit
\$0–\$46,000	\$0–\$34,500	\$0–\$23,000	50%	\$1,000
\$46,001–\$50,000	\$34,501–\$37,500	\$23,001–\$25,000	20%	\$400
\$50,001–\$76,500	\$37,501–\$57,375	\$25,001–\$38,250	10%	\$200
Over \$76,500	Over \$57,375	Over \$38,250	0%	\$0

*Single filers and married taxpayers filing separately.

FOR 2023				
Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
\$0–\$43,500	\$0–\$32,625	\$0–\$21,750	50%	\$1,000
\$43,501–\$47,500	\$32,626–\$35,625	\$21,751–\$23,750	20%	\$400
\$47,501–\$73,000	\$35,626–\$54,750	\$23,751–\$36,500	10%	\$200
Over \$73,000	Over \$54,750	Over \$36,500	0%	\$0

SEP-IRA Contributions

If you are a participant in a SEP plan offered by your employer, your employer may make annual SEP contributions on your behalf up to the lesser of 25% of compensation, or \$66,000 per participant for 2023 and \$69,000 per participant for 2024. The limit is indexed for cost-of-living adjustments in \$1,000 increments in subsequent years. The maximum compensation on which contributions to SEPs and SARSEPs can be based is \$330,000 in 2023 and \$345,000 for 2024, and indexed for cost-of-living adjustments in \$5,000 increments in subsequent years. Elective deferrals to SARSEPs are also subject to the limits more fully described below. Additionally, SARSEP participants who reach age 50 by December 31 of the tax year for the corresponding contribution may be able to contribute an additional catch-up contribution, if the plan allows.

Year	Annual Elective Deferral Limit	SARSEP Catch-Up Contribution for Participants at Least Age 50	Maximum Annual Elective Deferral Limit for Participants at Least Age 50 (including Catch-Up)
2023	\$22,500	\$7,500	\$30,000
2024	\$23,000	\$7,500	\$30,500

In future years, the \$23,000 limit is indexed for inflation in \$500 increments.

Roth Conversion Limit

For tax years beginning after December 31, 2009, the \$100,000 AGI limit and filing status requirement to convert to a Roth IRA is eliminated.

PPA, as well as certain other legislative changes, included provisions that affect distributions from IRAs and Roth IRAs, as described below.

Minimum Required Distributions (MRDs)

Minimum Required Distributions (MRDs)

MRDs are now required to begin on or before April 1 of the year after reaching age 73, and must be taken annually by each December 31 thereafter. Roth IRAs do not require an MRD.

Distributions

Designated Roth Account Rollovers and the 5-Taxable-Year Period of Participation

If there is a rollover of designated Roth account assets from an employer-sponsored plan to a Roth IRA, the period that the rolled-over funds were in the employer-sponsored plan do not count towards the determination of the 5-year period in the Roth IRA. However, if an individual had established a Roth IRA in a year prior to the rollover, the 5-year period for determining qualified distributions from the Roth IRA, which began with the first contribution to that Roth IRA, would also apply to any funds subsequently rolled over from an employer-sponsored plan.

Qualified Health Saving Account (HSA) Funding Distribution

A one-time qualified Health Savings Account (HSA) funding distribution may be made from an IRA (other than a SEP or SIMPLE-IRA) and contributed to the health savings account of an individual in a direct trustee-to-trustee transfer. If eligible, the amount of the distribution will not be includable in income and is limited to the statutory maximum contribution allowed for such HSA eligible individual, reduced by any other contributions made to the HSA for that year. The distribution is not subject to the 10% early withdrawal penalty if taken prior to age 59½.

Qualified Reservist Distribution

A "qualified reservist distribution" may be made from a qualified plan or an IRA by an individual ordered or called into active duty for a period of more than 179 days of active duty or for an indefinite period of time after September 11, 2001. The amount distributed may be recontributed to an IRA at any time during a two-year period after the end of active duty. The distribution is not subject to the 10% early withdrawal penalty if taken prior to age 59½.

Coronavirus Distribution

Under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act of 2020, an IRA owner could take a distribution on or after January 1, 2020, and before December 31, 2020, in the aggregate amount of \$100,000 if the IRA owner was a Qualified Individual. "Qualified Individual" is defined in section 2202(a)(4)(A)(ii) of the CARES Act and Section 1B of Notice 2020-50. The IRA Custodian may rely on the individual's certification that they satisfy a condition to be a Qualified Individual unless the IRA Custodian has actual knowledge to the contrary.

Qualified Charitable Distribution

Qualified charitable distributions may be made from an IRA (other than an active SEP or SIMPLE IRA), and excluded from income, after the IRA owner has reached 70½, if directly transferred to a qualifying charitable organization, up to a maximum of \$100,000. The entire amount must otherwise be includable in income and otherwise tax deductible as a charitable contribution. The distribution may be used to satisfy the IRA's minimum required distribution and is not subject to withholding.

Qualified Disaster Recovery Distribution

Under SECURE 2.0, an individual who has sustained an economic loss because their primary address is in a federally declared disaster area is eligible to take a qualified disaster distribution of up to \$22,000. This distribution must be taken within 180 days of the date of the disaster.

The distribution is exempt from the 10% early withdrawal penalty, and income may be reported over three years on the individual's federal income tax return. This distribution can be recontributed to an eligible retirement plan during the three-year period beginning on the day after the date on which the individual receives the distribution.

Withdrawal for Terminal Illness

With certain documentation, an individual who is declared by a physician to be terminally ill can request a distribution and will not be subject to the 10% early withdrawal penalty. This distribution can be recontributed during the three-year period beginning on the day after the date on which the individual distribution was received.

Inherited Assets for a Non-Spouse Beneficiary

Passage of the SECURE Act, effective January 1, 2020, impacted how beneficiaries may take distributions from an IRA. If the original account owner passed away after January 1, 2020, beneficiaries may be limited when trying to extend distributions over their lifetime. Many beneficiaries will need to withdraw all assets within 10 years following the death of the original account holder. Exceptions to the 10 year distribution requirement may apply if the beneficiary is a surviving spouse, minor child of the account owner, disabled, chronically ill individual or less than 10 years younger than the decedent. If you inherited an IRA from an IRA account owner who passed away prior to January 1, 2020, no changes to your current distribution schedule are needed.

For additional information on changes affecting your IRA, please review IRS Publication 590-A (contributions) and IRS Publication 590-B (distributions), or contact your investment professional. You should review these changes carefully. As always, you are encouraged to consult a tax advisor with respect to any tax questions or to determine how these changes may affect your personal situation.



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Fidelity Advisor

IRA Distribution Request for Automatic Rollover Accounts

Use this form to authorize a full distribution of your Fidelity Advisor Rollover IRA or Roth IRA, which was automatically established by your former employer on your behalf through the rollover of assets from your former employer's retirement savings plan.

Type on screen or fill in using CAPITAL letters and black ink.

A. Notes

For distribution codes in Section 3.

Note 1 – Minimum Required Distributions: Except as provided below, under Internal Revenue Code, Section 401(a)(9), you must begin receiving minimum required distributions from your Rollover IRA by April 1 following the calendar year in which you turn 73. Failure to take the required distribution could result in substantial penalties. Contact your tax advisor or local IRS office for details regarding MRDs.

Note 2 – If you are under 59½: Withdrawals made before age 59½ are generally subject to a 10% early withdrawal penalty. You may be required to file IRS Form 5329 if you are subject to the 10% early withdrawal penalty or in the event that you are eligible for an exception to the early withdrawal penalty.

Note 3 – Cash Distributions: If you are intending to roll over your IRA distribution within 60 days, and you are under 59½ years of age and are not disabled, we are required to report the withdrawal to the IRS on Form 1099-R as an Early Distribution, no known exception (Code 1 or J). If you are over 59½, we will report the withdrawal as a Normal Distribution (Code 7 or T). Consult your tax advisor for details.

Note 4 – Transfers: If you wish to initiate a transfer of assets from your Fidelity Advisor Rollover IRA or Roth IRA to an IRA with another institution, contact that institution for their requirements. FIIOC will need to receive a letter of acceptance from the receiving institution in order to complete the transfer of assets. Do not complete this Distribution Request form.

Note 5 – Roth IRAs: A distribution from your Roth IRA is considered to be qualified if the 5-year aging period requirement is satisfied AND you are ONE of the following: age 59½ or older, or disabled as defined by the IRS. The 5-year aging period begins on January 1 of the first year for which you made an annual contribution to any Roth IRA you own, or, if earlier, January 1 of the year in which you first made a conversion contribution or Roth rollover contribution from an employer-sponsored plan to any Roth IRA you own.

If there is a rollover of assets from an employer-sponsored plan to a Roth IRA, the period in which the rolled-over funds were in the employer-sponsored plan does not count towards the determination of the 5-year period in the Roth IRA. However, if an individual had established a Roth IRA in a prior year, the 5-year period for determining qualified distributions from the Roth IRA, which began with the first contribution or conversion to that Roth IRA, would also apply to any funds previously rolled over from the employer-sponsored plan. If you do not meet the requirements for a qualified distribution, your distribution may be subject to income tax and a 10% early withdrawal penalty. A 10% early withdrawal penalty may also apply to a distribution (including a qualified distribution) if it consists of conversion monies that were held for less than 5 years from January 1 of the year in which the conversion contribution was made. Consult your tax advisor or Financial Advisor regarding the requirements for withdrawing tax-free and penalty-free distributions from Roth IRAs.

Note: If the 5-year aging period requirement is satisfied and you are taking a distribution that meets the requirements of the exception for qualified first-time home purchase (\$10,000 lifetime limit), the distribution will be coded as an early distribution from a Roth IRA (Code J). You must file Form 5329 to show that the distribution is qualified. You may also need to file Form 8606. Consult your tax advisor for further assistance.

1. Account Information *All fields are required.*

Account Owner First Name	M.I.	Account Owner Last Name	SSN
Existing Rollover IRA Account Number†	Date of Birth MM DD YYYY		
Mobile Phone Number <i>Used as your primary phone</i>	Email Address*		
Street Address			Apartment
City	State	Zip/Postal Code	

You must provide an email address and mobile phone number to be used to verify and/or authorize transactions.

* See Electronic Delivery section for more details.

Update the address on my IRA account based on the above information.

† Provide account number for the existing Rollover IRA account to be fully liquidated, which can be found on the confirmation statement confirming the automatic rollover to FIIOC from your former employer's retirement plan. Call a Fidelity representative at 800-248-4253 if you cannot locate your account number.



2. Electronic Delivery

IMPORTANT: By signing this form, you are consenting to receive all account-related communications electronically. You agree that Fidelity may use your email and/or mobile number to message, call, or text you for this purpose. Message and data rates apply; frequency may vary. To manage your delivery preferences, log into accounts.fidelity.com and select the eDelivery settings in your Overview section.

To confirm your consent, please respond to the electronic message which Fidelity will email to you.

Note:

- Your delivery preferences are applied across all eligible Fidelity accounts owned by you based upon your most recent election. If you have already consented to electronic delivery, your election will not change.
- The email address provided should not be your Authorized agent/ Representative's email address.
- This email address will replace any existing email address already on our system.

3. Reason for Distribution

- Check one.
- A. Normal Distribution (Code 7)** – You are 59½ years of age or older. See Notes 1 and 3 in Section A.
 - B. Early Distribution, no known exception (Code 1)** – You are under the age of 59½ and are not disabled. See IRS Form 5329 and Notes 2 and 3 in Section A.
 - C. Disability and you are under the age of 59½ (Code 3)**
 - D. Distribution from an IRA to an eligible Retirement Plan (Code G)** – This is a direct rollover option which requires that the distribution check be made payable to the trustee of an employer's plan. The check will be mailed to your address of record for delivery by you to your employer.

Trustee of the Employer Plan (to whom the check should be made payable)

For Roth IRA Accounts

- A. Distribution (Code T)** – You are 59½ years of age or older, or disabled. See Note 3 in Section A.
- B. Early Distribution, no known exception (Code J)** – You are under the age of 59½ and are not disabled. See IRS Form 5329 and Notes 2 and 5 in Section A.

4. Distribution Instructions

Check one.

* If you are making check payable to an eligible retirement plan, we will send your check to the address listed in Section 1.

- A. Distribute by check to address of record indicated in Section 1.**
 - Overnight check proceeds. A \$20 fee will be assessed. (Overnight delivery is **only** available if box for new address in Section 1 is unchecked. If sending check to a new address, it will be sent via regular mail.)
- B. Distribute by check to alternate address.***

Address		Apartment
City	State	Zip/Postal Code

5. Federal and State Income Tax Withholding Elections

Federal Tax Withholding

Indicate whether or not you wish to have federal income taxes withheld. If no box is checked, Fidelity is required to withhold 10% from the gross distribution (excluding Roth IRAs). The default withholding rate is 10%. You can choose to have a different rate by entering a rate between 0% and 100% below. Generally, you can't choose less than 10% for payments to be delivered outside the United States and its possessions.

Check one. I elect NOT to have federal income taxes withheld from my IRA distribution(s).

OR

I want Fidelity to withhold federal income taxes at the rate of
Specify a whole number percentage between 1% and 100%.

Percentage	
	%

State Tax Withholding

Indicate whether or not you wish to have state income taxes withheld. Some states require tax withholding regardless of your election below if federal income tax is withheld. Also, some states do not allow state tax withholding. **Refer to the Notice of Withholding for specific information concerning your state.**

Check one. I elect NOT to have state income taxes withheld from my IRA distribution(s). (Not applicable in all states.)

OR

I elect to have state income taxes withheld from my IRA distribution(s) at the minimum withholding rate for my state of residence. For states with no minimum, state income tax will not be withheld unless you have provided a dollar amount in the box below, provided your state allows income tax to be withheld.

Optional. I would like to withhold the following additional amount:

Dollar Amount	
\$.00

6. Signature and Date *Form cannot be processed without signature and date.*

- I authorize and request Fidelity Investments Institutional Operations Company LLC (FIIOC), as agent for Fidelity Management Trust Company (FMTC) (or their agents, affiliates, or successor custodians, as applicable), to make the above withdrawal(s). I understand that IRA distributions will be taxed as ordinary income and may also be subject to a 10% early withdrawal penalty if taken before age 59½. If I reached age 73, I accept full responsibility for withdrawing from my Rollover IRA the minimum required distribution required by Section 401(a)(9) of the Internal Revenue Code. I agree to indemnify Fidelity Management Trust Company (FMTC), its agent(s), successors, affiliates, and employees from any liability in the event that I fail to meet any IRS requirements regarding distributions.
- If I am a U.S. citizen or other U.S. person (including a resident alien individual), I hereby certify under penalties of perjury that the number shown in Section 1 on this form is my correct taxpayer identification number. If I am a nonresident alien, I have attached with this Fidelity Advisor IRA Distribution Request form, an IRS Form W-8BEN and included my U.S. taxpayer identification number in order to claim tax treaty benefits, if applicable.

Print Account Owner or Authorized Signer Name <i>First, M.I., Last</i>	
Account Owner or Authorized Signer Signature	Date <i>MM - DD - YYYY</i>
SIGN 	

Did you sign the form, and attach any necessary documents? Send the form and any necessary documents to Fidelity.

UPLOAD THROUGH WEB

Log into *Accounts.Fidelity.com*

Instructions for Shareholders:

- Under "Manage Accounts, Other Services," go to the "Upload Documents" link.
- Follow instructions on the web portal and click "UPLOAD DOCUMENTS."

Instructions for Financial Representatives:

- Under "Quick Links" on the landing page, go to the "Upload Documents" link.
- Follow instructions on the web portal and click "UPLOAD DOCUMENTS."

FAX

888-321-7349

MAIL

Fidelity Investments Institutional Operations Company LLC (FIIOC)

Regular: P.O. Box 770002, Cincinnati, OH 45277-0082

Overnight: 100 Crosby Parkway, KC1G, Covington, KY 41015

IMPORTANT: If an original signature guarantee or notary is required, this form must be mailed.

Questions? For help completing this form, contact your Financial Representative or call our Retirement Specialists at 800-522-7297, any day the New York Stock Exchange is open.

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Fidelity Advisor

IRA Statement of Fees

For more information about IRA fees and expenses, contact your financial representative.

Fidelity Advisor IRA *Traditional IRA, Roth IRA, Rollover IRA, SEP-IRA, and SARSEP-IRA*

IRA Annual Custodial Fee	IRA Liquidation Fee
\$15 for each Fidelity Advisor IRA you own	\$10 for each mutual fund liquidated from your IRA

Fidelity Advisor SIMPLE IRA

SIMPLE IRA Annual Custodial Fee	SIMPLE IRA Liquidation Fee
\$30 for each Fidelity Advisor SIMPLE IRA account	\$10 for each mutual fund liquidated from your SIMPLE IRA

Custodial Fees will be automatically deducted from your IRA or SIMPLE IRA account when due, generally in the fourth quarter.

Customers with aggregate account balances of \$50,000 or greater on the valuation date prior to the fee collection will not be charged the Custodial Fee. Aggregate balances include retirement and nonretirement accounts held by Fidelity Investments Institutional Operations Company LLC. Employer-sponsored plan assets in the Fidelity Advisor 401(k) program (or other similar intermediary-sold programs) are excluded. This fee waiver will not apply to IRA accounts that are liquidated prior to the valuation date. Such accounts will be charged the annual custodial fee at the time of liquidation in addition to any applicable liquidation fees.

Overnight Check Fee: A \$20 fee will be withheld from the distribution check sent to you if you request a distribution to be sent using Fidelity's overnight delivery service. This is applicable for both retirement and nonretirement mutual fund accounts.

Fidelity Advisor Funds Fees & Expenses

Class A and M shares are subject to a maximum front-end sales charge of 5.75% and 4.00% on purchases, respectively. Class C shares are subject to a maximum contingent deferred sales charge of 1.00% on shares held less than 12 months. All shares are also subject to the annual expenses of the fund and share class. For more information on the fees and expenses associated with Fidelity Advisor shares, review your prospectus.

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Fidelity Advisor

IRA Notice of Withholding

1. Federal Tax Withholding

For Fidelity Advisor Traditional, Rollover, SIMPLE, and SEP/SARSEP-IRAs:

IRS regulations require us to withhold federal income tax at the rate of 10% from your IRA distribution(s) unless you elect NOT to have withholding apply by indicating this on your distribution request. This election will remain in effect on periodic distributions taken from your IRA until revoked by you. You can revoke this election at any time by sending a written request to the following address:

**Fidelity Investments
P.O. Box 770002
Cincinnati, OH 45277-0082**

Withholding will apply to the gross amount of each distribution, even though you may have made nondeductible contributions.

If you elect to have withholding apply when you request a distribution, federal income tax will be withheld from your IRA distribution(s) (excluding Roth IRA distributions) at a rate of 10% (unless you have elected a different percentage withheld between 1% and 100%, in which case federal income tax will be withheld at the rate you have chosen). Withholding will also apply if you make no withholding election or do not provide a U.S. residential address.[†] Even if you choose to have federal income tax withheld, you are still responsible for the full payment of federal income tax, any state or local taxes, and any penalties that may apply to your distribution(s). Federal income tax will not be withheld from distributions from a Roth IRA unless you elect to have such tax withheld. Whether or not you elect to have withholding apply, you may be responsible for payment of estimated taxes. You may also incur penalties under the IRS estimated tax rules if your estimated tax payments are not sufficient.

If you are a nonresident alien, you must submit IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with your distribution request to claim tax treaty benefits, if applicable. To obtain Form W-8BEN, consult your tax advisor or go to the IRS Web site at <http://www.irs.gov>.

Note: Similar tax withholding rules may apply to other types of retirement arrangements. Contact your investment professional, tax advisor, or benefits office, as appropriate, for more details.

For Fidelity Advisor Roth IRAs:

The IRS does not generally require us to withhold federal income tax from your Roth IRA distribution(s) unless you elect to have withholding apply on your distribution request. For Roth IRA distributions for which no withholding instructions are provided, no federal income tax will be withheld. The IRS does require withholding, at a rate of at least 10%, on distributions of earnings attributable to returns of excess contributions to Roth IRAs, unless you elect NOT to have withholding apply by indicating this on your Return of Excess request.

[†] If you do not provide a U.S. residential address, federal income tax will be withheld from your IRA distribution(s) despite any election to the contrary you may have made. This is an IRS requirement. A post office box does not qualify as a U.S. residential address.

2. State Tax Withholding

State tax requirements may change from time to time. Contact your tax or Financial Representative for more information.

If federal income tax is withheld, state income tax may also be withheld. Your state of residence will determine your state income tax withholding requirements, if any. For purposes of applying state income tax withholding to your IRA distributions, your state of residence is determined by the address of record on your Fidelity Advisor IRA. Refer to the matrix below.

State of Residency	State Income Tax Withholding Options																				
AK, AZ, FL, HI, NH, NV, SD, TN, TX, WA, WY	<p>STATE INCOME TAX WITHHOLDING NOT ALLOWED State tax withholding may not be elected. State tax withholding is not available on your IRA distribution even if your state has state income tax. Do not complete the State Tax Withholding section.</p>																				
AL, CO, GA, ID, IL,* IN,* KY, LA, MD,* MO, MS, MT, ND, NE, NJ,* NM, NY,* OH, PA,* RI, SC, UT, VA, WV, WI	<p>VOLUNTARY STATE INCOME TAX WITHHOLDING State income tax will be withheld only if you instruct us to do so. If state withholding is elected, it will be calculated based on your state's applicable minimum withholding requirement, if any. You may optionally elect a specific dollar amount in addition to your state's minimum requirement.</p> <p>* These states do not have a minimum withholding requirement, therefore a dollar amount must be indicated if you would like state income tax withheld.</p>																				
AR, CA, CT, DE, IA, KS, MA, ME, MI, MN, NC, OK, OR, VT	<p>MANDATORY STATE INCOME TAX WITHHOLDING If state withholding applies, it will be calculated based on your state's applicable minimum withholding requirement as specified below. You may optionally elect a specific dollar amount in addition to your state's minimum requirement.</p> <p>IF FEDERAL INCOME TAX IS WITHHELD State income tax may be automatically withheld from your distribution(s) whenever federal income tax is withheld. CA, CT, DE, IA, MI, MN, NC, OK, and OR residents may elect not to have state tax withheld, even when federal tax is withheld, by indicating that you do not want it withheld. State income tax will be withheld according to the rates below, plus any additional dollar amount you may choose to indicate.</p> <p>MINIMUM RATES FOR MANDATORY STATES:</p> <table border="1"> <tbody> <tr> <td>Arkansas</td> <td>3.00% of the gross distribution</td> </tr> <tr> <td>California</td> <td>10.00% of the Federal Income Tax withheld</td> </tr> <tr> <td>Connecticut</td> <td>6.99% of the gross distribution</td> </tr> <tr> <td>Delaware, Iowa, Kansas, Maine, Massachusetts</td> <td>5.00% of the gross distribution</td> </tr> <tr> <td>Michigan</td> <td>4.25% of the gross distribution</td> </tr> <tr> <td>Minnesota</td> <td>6.25% of the gross distribution</td> </tr> <tr> <td>North Carolina</td> <td>4.00% of the gross distribution</td> </tr> <tr> <td>Oklahoma</td> <td>4.75% of the gross distribution</td> </tr> <tr> <td>Oregon</td> <td>8.00% of the gross distribution</td> </tr> <tr> <td>Vermont</td> <td>30.00% of the Federal Income Tax withheld</td> </tr> </tbody> </table> <p>IF FEDERAL INCOME TAX IS NOT WITHHELD AR, DE, IA, KS, MA, ME, NC, OR – State income tax may be elected in the State Tax Withholding section, even if you elect not to have federal income tax withheld. CA, VT – If you do not elect to have federal income tax withheld, the minimum state income tax withholding rate becomes zero. Therefore, you should indicate either that you do not want state income tax withheld or write the dollar amount of the state income tax you want voluntarily withheld. CT, MI, MN, OK – State tax withholding of at least your state's minimum requirements is generally required regardless of whether or not federal income tax is withheld. State income tax will be withheld according to the rates above, plus any additional dollar amount you may choose to indicate. Tax withholding is not required if you meet certain requirements governing pension and retirement benefits. Reference the CT or MI W4-P Form for additional information about calculating the amount to withhold from your distribution. Contact your tax or Financial Representative for additional information concerning your state tax withholding requirements.</p> <p>OTHER DC – If you are taking a distribution of your entire account balance and are not requesting a direct rollover to another eligible retirement account, DC requires that a minimum amount be withheld from the taxable portion of the distribution, even if federal income tax is not withheld. In that case, you must elect to have the minimum DC income tax amount withheld by completing the appropriate distribution form. If your entire distribution amount has already been taxed (e.g., only after-tax or non-deductible contributions were made and you have no pre-tax earnings), you may be eligible to elect any of the withholding options. If you wish to take a distribution of both taxable and non-taxable amounts, you must complete a separate distribution request form for each and complete the tax withholding sections of the forms. Contact your tax or Financial Representative for additional information concerning DC state tax withholding requirements. You should contact your tax professional before making an election regarding state withholding. Fidelity is not responsible for changes in state law that may impact the accuracy of this information.</p> <p>Rates are subject to change without notice.</p>	Arkansas	3.00% of the gross distribution	California	10.00% of the Federal Income Tax withheld	Connecticut	6.99% of the gross distribution	Delaware, Iowa, Kansas, Maine, Massachusetts	5.00% of the gross distribution	Michigan	4.25% of the gross distribution	Minnesota	6.25% of the gross distribution	North Carolina	4.00% of the gross distribution	Oklahoma	4.75% of the gross distribution	Oregon	8.00% of the gross distribution	Vermont	30.00% of the Federal Income Tax withheld
Arkansas	3.00% of the gross distribution																				
California	10.00% of the Federal Income Tax withheld																				
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North Carolina	4.00% of the gross distribution																				
Oklahoma	4.75% of the gross distribution																				
Oregon	8.00% of the gross distribution																				
Vermont	30.00% of the Federal Income Tax withheld																				

DC (only applicable if taking a full distribution of entire account balance)

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Additional Federal Tax Withholding Information Sheet (W-4R)

2024 Marginal Rate Tables

You may use these tables to help you select the appropriate withholding rate for this payment or distribution. Add your income from all sources and use the column that matches your filing status to find the corresponding rate of withholding. See the *General Instructions* section for more information on how to use this table.

Single or Married filing separately		Married filing jointly or Qualifying surviving spouse		Head of household	
Total income over—	Tax rate for every dollar more	Total income over—	Tax rate for every dollar more	Total income over—	Tax rate for every dollar more
\$0	0%	\$0	0%	\$0	0%
14,600	10%	29,200	10%	21,900	10%
26,200	12%	52,400	12%	38,450	12%
61,750	22%	123,500	22%	85,000	22%
115,125	24%	230,250	24%	122,400	24%
206,550	32%	413,100	32%	213,850	32%
258,325	35%	516,650	35%	265,600	35%
623,950*	37%	760,400	37%	631,250	37%

* If married filing separately, use \$380,200 instead for this 37% rate.

General Instructions

Nonperiodic payments—10% withholding. Your payer must withhold at a default 10% rate from the taxable amount of nonperiodic payments **unless** you enter a different rate. Distributions from an IRA that are payable on demand are treated as nonperiodic payments. Note that the default rate of withholding may not be appropriate for your tax situation. You may choose to have no federal income tax withheld. See the specific instructions below for more information. Generally, you are not permitted to elect to have federal income tax withheld at a rate of less than 10% (including “-0-”) on any payments to be delivered outside the United States and its possessions.

Note: If you don’t give Form W-4R to your payer, you don’t provide an SSN, or the IRS notifies the payer that you gave an incorrect SSN, then the payer must withhold 10% of the payment for federal income tax and can’t honor requests to have a lower (or no) amount withheld. Generally, for payments that began before 2024, your current withholding election (or your default rate) remains in effect unless you submit a new withholding election.

Payments to nonresident aliens and foreign estates.

Do not use Form W-4R. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, and Pub. 519, U.S. Tax Guide for Aliens, for more information.

Tax relief for victims of terrorist attacks. If your disability payments for injuries incurred as a direct result of a terrorist attack are not taxable, enter “-0-” on line 2. See Pub. 3920, Tax Relief for Victims of Terrorist Attacks, for more details.

continued on next page

Specific Instructions for IRS Form W-4R

Line 1b

For an estate, enter the estate's employer identification number (EIN) in the area reserved for "Social security number."

Line 2

More withholding. If you want more than the default rate withheld from your payment, you may enter a higher rate on line 2.

Less withholding (nonperiodic payments only). If permitted, you may enter a lower rate on line 2 (including "-0-") if you want less than the 10% default rate withheld from your payment. If you have already paid, or plan to pay, your tax on this payment through other withholding or estimated tax payments, you may want to enter "-0-".

Suggestion for determining withholding. Consider using the Marginal Rate Tables on page 1 to help you select the appropriate withholding rate for this payment or distribution. The tables are most accurate if the appropriate amount of tax on all other sources of income, deductions, and credits has been paid through other withholding or estimated tax payments. If the appropriate amount of tax on those sources of income has not been paid through other withholding or estimated tax payments, you can pay that tax through withholding on this payment by entering a rate that is greater than the rate in the Marginal Rate Tables.

The marginal tax rate is the rate of tax on each additional dollar of income you receive above a particular amount of income. You can use the table for your filing status as a guide to find a rate of withholding for amounts above the total income level in the table.

To determine the appropriate rate of withholding from the table, do the following. Step 1: Find the rate that corresponds with your total income not including the payment. Step 2: Add your total income and the taxable amount of the payment and find the corresponding rate.

If these two rates are the same, enter that rate on line 2. (See Example 1 below.)

If the two rates differ, multiply (a) the amount in the lower rate bracket by the rate for that bracket, and (b) the amount in the higher rate bracket by the rate for that bracket. Add these two numbers; this is the expected tax for this payment. To get the rate to have withheld, divide this amount by the taxable amount of the payment. Round up to the next whole number and enter that rate on line 2. (See Example 2 below.)

If you prefer a simpler approach (but one that may lead to overwithholding), find the rate that corresponds to your total income including the payment and enter that rate on line 2.

Examples. Assume the following facts for Examples 1 and 2. Your filing status is single. You expect the taxable amount of your payment to be \$20,000. Appropriate amounts have been withheld for all other sources of income and any deductions or credits.

Example 1. You expect your total income to be \$62,000 without the payment. Step 1: Because your total income without the payment, \$62,000, is greater than \$61,750 but less than \$115,125, the corresponding rate is 22%. Step 2: Because your total income with the payment, \$82,000, is greater than \$61,750 but less than \$115,125, the corresponding rate is 22%. Because these two rates are the same, enter "22" on line 2.

Example 2. You expect your total income to be \$43,700 without the payment. Step 1: Because your total income without the payment, \$43,700, is greater than \$26,200 but less than \$61,750, the corresponding rate is 12%. Step 2: Because your total income with the payment, \$63,700, is greater than \$61,750 but less than \$115,125, the corresponding rate is 22%. The two rates differ. \$18,050 of the \$20,000 payment is in the lower bracket (\$61,750 less your total income of \$43,700 without the payment), and \$1,950 is in the higher bracket (\$20,000 less the \$18,050 that is in the lower bracket). Multiply \$18,050 by 12% to get \$2,166. Multiply \$1,950 by 22% to get \$429. The sum of these two amounts is \$2,595. This is the estimated tax on your payment. This amount corresponds to 13% of the \$20,000 payment (\$2,595 divided by \$20,000). Enter "13" on line 2.

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