

# 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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