

Your retirement. Get there one step at a time.



A more human resource.™

The retirement years hold many possibilities. Whether you see yourself working less, starting a new career, enjoying hobbies, or traveling, chances are you'll need to plan ahead and save.

We all want the financial security to afford to spend retirement as we choose. It's up to you to save for your future—and a SIMPLE IRA can help.

- ▶ **The out-of-pocket amount** is less than the amount contributed in the plan.

Join now to take advantage of these benefits

- ▶ **Employer contributions.** Your employer will help you save by making contributions to your SIMPLE IRA account. Employer matching or nonelective contributions can help you save more for your future. See your employer for details about employer contributions.
- ▶ **Your contributions.** How much you save will have a big impact on how much money you will have when you retire. You can contribute up to the IRS maximum or 100% of your compensation, whichever is less.
- ▶ **Tax-advantaged saving.** Saving pre-tax lowers your taxable income allowing you to pay less in taxes now and take more income home. See how in the chart below. You defer paying taxes on your savings and earnings until you start making withdrawals.

Pre-Tax Saving

It costs less than you think to save for your retirement.

	Annual Salary: \$30,000		Tax Bracket: 15%	
		2%	4%	6%
Pre-tax Contribution Rate				
▶ Weekly Plan Contribution		\$11.54	\$23.08	\$34.62
Weekly Tax Savings		\$1.73	\$3.46	\$5.19
▶ Weekly Out-of-Pocket Amount		\$9.81	\$19.62	\$29.43
Annual Contribution		\$600	\$1200	\$1800
Account Balance After 30 Years		\$75,015	\$150,030	\$225,044

This chart is for illustrative purposes only. This example assumes contributions made at the beginning of the month and an 8% annual effective rate of return compounded monthly. Results are not meant to represent past or future performance of any specific investment vehicle. Investment return and principal value will fluctuate and when redeemed, the investment may be worth more or less than its original cost. Taxes are due upon withdrawal. Withdrawals taken prior to age 59½ may be subject to a 10% tax penalty; for SIMPLE IRAs, this penalty is increased to 25% if the distribution is made during the two-year period beginning when contributions are first made to the SIMPLE IRA.

Starting now can pay off

It's important to save enough for your future, and it's also important to start saving as soon as you can. The chart shows how starting early puts compounding to work for you over time.

Save \$200 a month

Start now
Save for 10 years

\$400,138*

Wait 10 years
Save for 30 years
**

\$298,072

\$376,138

\$226,072

\$24,000

\$72,000

Earnings

Contributions

Starting now allows the account the potential to grow an additional 10 years.

This hypothetical illustration assumes pre-tax contributions made at the beginning of the month and an annual effective rate of return of 8% and reinvestment of earnings. *Start now assumes the contributions are invested for 40 years; **Wait 10 years assumes contributions are invested for 30 years. Results are for illustrative purposes only and are not meant to represent the past or future performance of any specific investment vehicle. Investment return and principal value will fluctuate and, when redeemed, the investment may be worth more or less than their original cost. Taxes are due upon withdrawal. Withdrawals taken prior to age 59½ may be subject to a 10% tax penalty; for SIMPLE IRAs, this penalty is increased to 25% if the distribution is made during the two-year period beginning when contributions are first made to the SIMPLE IRA. A plan of systematic savings does not ensure a profit or prevent a loss in a declining market.

Your plan helps make it easy for you to save by offering the following features

- ▶ **A variety of investment options.** Your plan offers various mutual fund options you can choose from to invest your contributions. You choose how to invest the contributions made by you and your employer. You can choose from stock, bond and money market mutual funds. For more information about the funds and related fees, please read the prospectuses.
- ▶ **Automatic contributions.** Saving automatically, like you do in the plan, is an easy way to invest.
- ▶ **An account you can take with you.** Should you leave the company, your account is yours to take with you.

Getting Started

Congratulations! You're taking a big step toward your financial security in retirement by opening an account with your company's SIMPLE IRA plan. Now that you've decided to participate, here's an easy checklist to follow so that you can get your account up and running and start saving.

Establishing a SIMPLE IRA is easy. Here's all you need to do:

1. Review the features of your plan.

- ▶ SIMPLE IRA Plan Agreement
- ▶ Notice to Eligible Employees
- ▶ SIMPLE IRA Custodial Agreement
- ▶ SIMPLE IRA Disclosure Statement

Your employer will provide these documents, which will help you understand the features, terms, and conditions specific to your SIMPLE IRA plan.

2. Determine your contribution amount.

This is the amount that will be deducted from your salary and invested in your SIMPLE IRA each pay period. Record this information on the ADP Identification, Engagement and Salary Reduction Agreement.

Next, decide how you want to invest your contributions. Remember, before investing, you should consider the investment option's objectives, risks, charges and expenses. The prospectus contains this and other important information about the investment option and investment company. Read it carefully before investing or sending money. Please go to the website on the enclosed Online Account Information Sheet or call 800-664-5446 for a copy of the investment option's prospectus.

3. Complete, sign, and submit your application.

Take the first step and enroll today.

You can get more information, including plan investments and prospectuses at the website on your SIMPLE checklist.

Before investing, consider the funds' investment objectives, risks, charges, and expenses. Contact your investment professional or visit the website(s) listed on your checklist for a prospectus or, if available, a summary prospectus containing this information. Read it carefully.

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Fidelity Advisor SIMPLE IRA Application

Use this form to establish a Fidelity Advisor SIMPLE IRA account. Return this form to your employer or Financial Advisor, who will return it to Fidelity.

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

1. Account Information

If the account owner is a minor, a legal guardian must sign this application as well as provide their name, residential address, Social Security number, and date of birth.

To establish a Fidelity Advisor SIMPLE IRA, all sections must be completed.

Name First, M.I., Last		SSN required	
Former Name First, M.I., Last			
Date of Birth MM DD YYYY (required)	Driver's License Number		State of Issuance
Daytime Phone		Email	

Mailing Address

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

Street Address		Apartment	
City	State	Zip/Postal Code	

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

Street Address		Apartment	
City	State	Zip/Postal Code	

2. Employer Information

See your Plan's Summary Description for the following information.

Employer Name i.e., Company Name	Plan Number if existing plan

3. Financial Advisor Information

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

Firm Number	Branch Number	Firm Name
3 7 6 9 3	0 0 0	ADP BROKER-DEALER, INC.
Representative Number		Representative Name First, M.I., Last
1 1 1 1 1 1 1		ADP BROKER-DEALER, INC.
Branch Mailing Address		Suite
ONE ADP BOULEVARD		
City	State	Zip/Postal Code
ROSELAND	N J	0 7 0 6 8
Phone	Representative Email	
8 0 0 6 6 4 5 4 4 6	ADP.SIMPLE.IRA@ADP.COM	

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3. Financial Advisor Information *continued*

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

Representative Assistant Name First, M.I., Last

Representative Assistant Phone

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

Authorized Firm Signature

SIGN

4. Investment Options

Indicate the percentage of your Elective Deferrals (if any) and Employer Matching or Nonelective Contributions to be directed to each fund and class you select. Class A, Class C, and Class M shares are offered through prospectus only. It is your responsibility to read the prospectus(es) for the fund(s) in which you invest. If no share class is selected, your SIMPLE IRA account will be invested in Class A Shares of the mutual fund(s) you have selected.

Speak to your Financial Advisor or visit institutional.fidelity.com for the most up-to-date list of funds.

Fund categories and fund listings within each category are not correlated with risk.

Fidelity Advisor International Equity Funds	Class A	Class C	Class M	Whole %
FA Canada	<input type="checkbox"/> 1856	<input type="checkbox"/> 1858	<input type="checkbox"/> 1859	<input type="text"/> %
FA China Region	<input type="checkbox"/> 2064	<input type="checkbox"/> 2066	<input type="checkbox"/> 2067	<input type="text"/> %
FA Diversified International	<input type="checkbox"/> 0731	<input type="checkbox"/> 0733	<input type="checkbox"/> 0735	<input type="text"/> %
FA Emerging Asia	<input type="checkbox"/> 0756	<input type="checkbox"/> 0758	<input type="checkbox"/> 0760	<input type="text"/> %
FA Emerging Europe, Middle East, Africa (EMEA)	<input type="checkbox"/> 2069	<input type="checkbox"/> 2071	<input type="checkbox"/> 2072	<input type="text"/> %
FA Emerging Markets	<input type="checkbox"/> 1286	<input type="checkbox"/> 1288	<input type="checkbox"/> 1289	<input type="text"/> %
FA Emerging Markets Discovery	<input type="checkbox"/> 2375	<input type="checkbox"/> 2376	<input type="checkbox"/> 2377	<input type="text"/> %
FA Europe	<input type="checkbox"/> 2632	<input type="checkbox"/> 2634	<input type="checkbox"/> 2635	<input type="text"/> %
FA Global Capital Appreciation	<input type="checkbox"/> 0751	<input type="checkbox"/> 0753	<input type="checkbox"/> 0755	<input type="text"/> %
FA Global Commodity Stock	<input type="checkbox"/> 2121	<input type="checkbox"/> 2123	<input type="checkbox"/> 2124	<input type="text"/> %
FA Global Equity Income	<input type="checkbox"/> 2408	<input type="checkbox"/> 2409	<input type="checkbox"/> 2411	<input type="text"/> %
FA Global Real Estate	<input type="checkbox"/> 2849	<input type="checkbox"/> 2850	<input type="checkbox"/> 2851	<input type="text"/> %
FA International Capital Appreciation	<input type="checkbox"/> 0288	<input type="checkbox"/> 0281	<input type="checkbox"/> 0292	<input type="text"/> %
FA International Discovery	<input type="checkbox"/> 1397	<input type="checkbox"/> 1399	<input type="checkbox"/> 1401	<input type="text"/> %
FA International Growth	<input type="checkbox"/> 1985	<input type="checkbox"/> 1987	<input type="checkbox"/> 1988	<input type="text"/> %
FA International Real Estate	<input type="checkbox"/> 1851	<input type="checkbox"/> 1853	<input type="checkbox"/> 1854	<input type="text"/> %
FA International Small Cap	<input type="checkbox"/> 1258	<input type="checkbox"/> 1260	<input type="checkbox"/> 1261	<input type="text"/> %
FA International Small Cap Opportunities	<input type="checkbox"/> 1481	<input type="checkbox"/> 1483	<input type="checkbox"/> 1484	<input type="text"/> %
FA International Value	<input type="checkbox"/> 1612	<input type="checkbox"/> 1614	<input type="checkbox"/> 1615	<input type="text"/> %
FA Japan	<input type="checkbox"/> 2256	<input type="checkbox"/> 2258	<input type="checkbox"/> 2259	<input type="text"/> %
FA Latin America	<input type="checkbox"/> 2244	<input type="checkbox"/> 2253	<input type="checkbox"/> 2254	<input type="text"/> %
FA Overseas	<input type="checkbox"/> 0252	<input type="checkbox"/> 0485	<input type="checkbox"/> 0175	<input type="text"/> %
FA Total Emerging Markets	<input type="checkbox"/> 2370	<input type="checkbox"/> 2371	<input type="checkbox"/> 2372	<input type="text"/> %
FA Total International Equity	<input type="checkbox"/> 1980	<input type="checkbox"/> 1982	<input type="checkbox"/> 1983	<input type="text"/> %
FA Worldwide	<input type="checkbox"/> 2143	<input type="checkbox"/> 2145	<input type="checkbox"/> 2146	<input type="text"/> %
Fidelity Advisor Domestic Equity Funds	Class A	Class C	Class M	Whole %
FA Real Estate	<input type="checkbox"/> 1128	<input type="checkbox"/> 1130	<input type="checkbox"/> 1131	<input type="text"/> %
FA Biotechnology	<input type="checkbox"/> 0112	<input type="checkbox"/> 0114	<input type="checkbox"/> 0115	<input type="text"/> %
FA Communications Equipment	<input type="checkbox"/> 0107	<input type="checkbox"/> 0109	<input type="checkbox"/> 0123	<input type="text"/> %

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4. Investment Options *continued*

Fidelity Advisor Domestic Equity Funds <i>continued</i>	Class A	Class C	Class M	Whole %
FA Consumer Discretionary	<input type="checkbox"/> 0185	<input type="checkbox"/> 0282	<input type="checkbox"/> 0195	%
FA Consumer Staples	<input type="checkbox"/> 1779	<input type="checkbox"/> 1781	<input type="checkbox"/> 1782	%
FA Energy	<input type="checkbox"/> 0247	<input type="checkbox"/> 0528	<input type="checkbox"/> 0166	%
FA Financial Services	<input type="checkbox"/> 0183	<input type="checkbox"/> 0284	<input type="checkbox"/> 0193	%
FA Gold	<input type="checkbox"/> 1784	<input type="checkbox"/> 1786	<input type="checkbox"/> 1787	%
FA Health Care	<input type="checkbox"/> 0177	<input type="checkbox"/> 0285	<input type="checkbox"/> 0191	%
FA Industrials	<input type="checkbox"/> 0184	<input type="checkbox"/> 0283	<input type="checkbox"/> 0194	%
FA Materials	<input type="checkbox"/> 1789	<input type="checkbox"/> 1791	<input type="checkbox"/> 1792	%
FA Semiconductors	<input type="checkbox"/> 0138	<input type="checkbox"/> 0119	<input type="checkbox"/> 0139	%
FA Technology	<input type="checkbox"/> 0187	<input type="checkbox"/> 0476	<input type="checkbox"/> 0192	%
FA Telecommunications	<input type="checkbox"/> 1794	<input type="checkbox"/> 1796	<input type="checkbox"/> 1797	%
FA Utilities	<input type="checkbox"/> 0186	<input type="checkbox"/> 0477	<input type="checkbox"/> 0196	%
FA Capital Development	<input type="checkbox"/> 0396	<input type="checkbox"/> 1448	<input type="checkbox"/> 1449	%
FA Convertible Securities	<input type="checkbox"/> 2148	<input type="checkbox"/> 2150	<input type="checkbox"/> 2151	%
FA Diversified Stock	<input type="checkbox"/> 0395	<input type="checkbox"/> 1444	<input type="checkbox"/> 1445	%
FA Dividend Growth	<input type="checkbox"/> 0714	<input type="checkbox"/> 0716	<input type="checkbox"/> 0720	%
FA Equity Growth	<input type="checkbox"/> 0245	<input type="checkbox"/> 0479	<input type="checkbox"/> 0286	%
FA Equity Income	<input type="checkbox"/> 0246	<input type="checkbox"/> 0480	<input type="checkbox"/> 0280	%
FA Equity Value	<input type="checkbox"/> 0879	<input type="checkbox"/> 0884	<input type="checkbox"/> 0885	%
FA Event Driven Opportunities	<input type="checkbox"/> 2625	<input type="checkbox"/> 2626	<input type="checkbox"/> 2627	%
FA Growth & Income	<input type="checkbox"/> 0272	<input type="checkbox"/> 0481	<input type="checkbox"/> 0274	%
FA Growth Opportunities	<input type="checkbox"/> 0248	<input type="checkbox"/> 0482	<input type="checkbox"/> 0168	%
FA Large Cap	<input type="checkbox"/> 0250	<input type="checkbox"/> 0483	<input type="checkbox"/> 0534	%
FA Leveraged Company Stock	<input type="checkbox"/> 0102	<input type="checkbox"/> 0104	<input type="checkbox"/> 0105	%
FA Mega Cap Stock	<input type="checkbox"/> 2034	<input type="checkbox"/> 2036	<input type="checkbox"/> 2037	%
FA Mid Cap II	<input type="checkbox"/> 1359	<input type="checkbox"/> 1361	<input type="checkbox"/> 1362	%
FA Mid Cap Value	<input type="checkbox"/> 1816	<input type="checkbox"/> 1818	<input type="checkbox"/> 1819	%
FA New Insights	<input type="checkbox"/> 1277	<input type="checkbox"/> 1279	<input type="checkbox"/> 1280	%
FA Small Cap	<input type="checkbox"/> 0294	<input type="checkbox"/> 0297	<input type="checkbox"/> 0299	%
FA Small Cap Growth	<input type="checkbox"/> 1377	<input type="checkbox"/> 1379	<input type="checkbox"/> 1381	%
FA Stock Selector All Cap	<input type="checkbox"/> 2443	<input type="checkbox"/> 2448	<input type="checkbox"/> 2444	%
FA Stock Selector Large Cap Value	<input type="checkbox"/> 1810	<input type="checkbox"/> 1812	<input type="checkbox"/> 1813	%
FA Stock Selector Mid Cap	<input type="checkbox"/> 0251	<input type="checkbox"/> 0484	<input type="checkbox"/> 0531	%
FA Stock Selector Small Cap	<input type="checkbox"/> 1862	<input type="checkbox"/> 1864	<input type="checkbox"/> 1865	%
FA Value	<input type="checkbox"/> 1316	<input type="checkbox"/> 1318	<input type="checkbox"/> 1319	%
FA Value Leaders	<input type="checkbox"/> 1266	<input type="checkbox"/> 1268	<input type="checkbox"/> 1269	%
FA Value Strategies	<input type="checkbox"/> 0266	<input type="checkbox"/> 5636	<input type="checkbox"/> 0174	%

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4. Investment Options *continued*

Fidelity Advisor Asset Allocation Funds	Class A	Class C	Class M	Whole %
FA Asset Manager® 20%	<input type="checkbox"/> 1761	<input type="checkbox"/> 1763	<input type="checkbox"/> 1764	<input type="checkbox"/> %
FA Asset Manager® 30%	<input type="checkbox"/> 1961	<input type="checkbox"/> 1963	<input type="checkbox"/> 1964	<input type="checkbox"/> %
FA Asset Manager® 40%	<input type="checkbox"/> 1966	<input type="checkbox"/> 1968	<input type="checkbox"/> 1969	<input type="checkbox"/> %
FA Asset Manager® 50%	<input type="checkbox"/> 1766	<input type="checkbox"/> 1768	<input type="checkbox"/> 1769	<input type="checkbox"/> %
FA Asset Manager® 60%	<input type="checkbox"/> 1971	<input type="checkbox"/> 1973	<input type="checkbox"/> 1974	<input type="checkbox"/> %
FA Asset Manager® 70%	<input type="checkbox"/> 2108	<input type="checkbox"/> 2110	<input type="checkbox"/> 2111	<input type="checkbox"/> %
FA Asset Manager® 85%	<input type="checkbox"/> 1771	<input type="checkbox"/> 1773	<input type="checkbox"/> 1774	<input type="checkbox"/> %
FA Balanced	<input type="checkbox"/> 0249	<input type="checkbox"/> 0478	<input type="checkbox"/> 0170	<input type="checkbox"/> %
FA Freedom 2005 Fund®	<input type="checkbox"/> 1291	<input type="checkbox"/> 1293	<input type="checkbox"/> 1294	<input type="checkbox"/> %
FA Freedom 2010 Fund®	<input type="checkbox"/> 1184	<input type="checkbox"/> 1186	<input type="checkbox"/> 1187	<input type="checkbox"/> %
FA Freedom 2015 Fund®	<input type="checkbox"/> 1296	<input type="checkbox"/> 1298	<input type="checkbox"/> 1299	<input type="checkbox"/> %
FA Freedom 2020 Fund®	<input type="checkbox"/> 1189	<input type="checkbox"/> 1191	<input type="checkbox"/> 1192	<input type="checkbox"/> %
FA Freedom 2025 Fund®	<input type="checkbox"/> 1302	<input type="checkbox"/> 1304	<input type="checkbox"/> 1305	<input type="checkbox"/> %
FA Freedom 2030 Fund®	<input type="checkbox"/> 1194	<input type="checkbox"/> 1196	<input type="checkbox"/> 1197	<input type="checkbox"/> %
FA Freedom 2035 Fund®	<input type="checkbox"/> 1307	<input type="checkbox"/> 1309	<input type="checkbox"/> 1310	<input type="checkbox"/> %
FA Freedom 2040 Fund®	<input type="checkbox"/> 1199	<input type="checkbox"/> 1202	<input type="checkbox"/> 1203	<input type="checkbox"/> %
FA Freedom 2045 Fund®	<input type="checkbox"/> 1599	<input type="checkbox"/> 1602	<input type="checkbox"/> 1603	<input type="checkbox"/> %
FA Freedom 2050 Fund®	<input type="checkbox"/> 1605	<input type="checkbox"/> 1607	<input type="checkbox"/> 1608	<input type="checkbox"/> %
FA Freedom® 2055 Fund	<input type="checkbox"/> 2334	<input type="checkbox"/> 2335	<input type="checkbox"/> 2337	<input type="checkbox"/> %
FA Freedom® 2060 Fund	<input type="checkbox"/> 2709	<input type="checkbox"/> 2710	<input type="checkbox"/> 2711	<input type="checkbox"/> %
FA Freedom Income Fund®	<input type="checkbox"/> 1205	<input type="checkbox"/> 1207	<input type="checkbox"/> 1208	<input type="checkbox"/> %
FA Global Balanced	<input type="checkbox"/> 2138	<input type="checkbox"/> 2140	<input type="checkbox"/> 2141	<input type="checkbox"/> %
FA Global Strategies	<input type="checkbox"/> 1990	<input type="checkbox"/> 1992	<input type="checkbox"/> 1993	<input type="checkbox"/> %
FA Strategic Dividend & Income®	<input type="checkbox"/> 1321	<input type="checkbox"/> 1323	<input type="checkbox"/> 1324	<input type="checkbox"/> %
Fidelity Advisor Taxable Income Funds	Class A	Class C	Class M	Whole %
FA Corporate Bond	<input type="checkbox"/> 2209	<input type="checkbox"/> 2217	<input type="checkbox"/> 2218	<input type="checkbox"/> %
FA Emerging Markets Income	<input type="checkbox"/> 0255	<input type="checkbox"/> 0488	<input type="checkbox"/> 0635	<input type="checkbox"/> %
FA Floating Rate High Income	<input type="checkbox"/> 0861	<input type="checkbox"/> 0871	<input type="checkbox"/> 0872	<input type="checkbox"/> %
FA Global Bond	<input type="checkbox"/> 2424	<input type="checkbox"/> 2425	<input type="checkbox"/> 2426	<input type="checkbox"/> %
FA Global High Income	<input type="checkbox"/> 2298	<input type="checkbox"/> 2299	<input type="checkbox"/> 2301	<input type="checkbox"/> %
FA Government Income	<input type="checkbox"/> 1755	<input type="checkbox"/> 1757	<input type="checkbox"/> 1758	<input type="checkbox"/> %
FA High Income	<input type="checkbox"/> 0374	<input type="checkbox"/> 0376	<input type="checkbox"/> 0378	<input type="checkbox"/> %
FA High Income Advantage	<input type="checkbox"/> 0258	<input type="checkbox"/> 0521	<input type="checkbox"/> 0165	<input type="checkbox"/> %
FA Inflation-Protected Bond	1144	1146	1147	<input type="checkbox"/> %
FA International Bond	2429	2430	2431	<input type="checkbox"/> %
FA Investment Grade Bond	<input type="checkbox"/> 1118	<input type="checkbox"/> 1124	<input type="checkbox"/> 1125	<input type="checkbox"/> %
FA Limited Term Bond	<input type="checkbox"/> 0261	<input type="checkbox"/> 0524	<input type="checkbox"/> 0287	<input type="checkbox"/> %
FA Mortgage Securities	<input type="checkbox"/> 0237	<input type="checkbox"/> 5635	<input type="checkbox"/> 0239	<input type="checkbox"/> %
FA Multi-Asset Income	<input type="checkbox"/> 2792	<input type="checkbox"/> 2793	<input type="checkbox"/> 2794	<input type="checkbox"/> %
FA Real Estate Income	<input type="checkbox"/> 2221	<input type="checkbox"/> 2224	<input type="checkbox"/> 2225	<input type="checkbox"/> %
FA Short Duration High Income	<input type="checkbox"/> 2581	<input type="checkbox"/> 2582	<input type="checkbox"/> 2583	<input type="checkbox"/> %
FA Short Term Bond	<input type="checkbox"/> 2842	<input type="checkbox"/> 2843	<input type="checkbox"/> 2844	<input type="checkbox"/> %
FA Strategic Income	<input type="checkbox"/> 0260	<input type="checkbox"/> 0523	<input type="checkbox"/> 0638	<input type="checkbox"/> %
FA Strategic Real Return	<input type="checkbox"/> 1486	<input type="checkbox"/> 1488	<input type="checkbox"/> 1489	<input type="checkbox"/> %
FA Total Bond	<input type="checkbox"/> 1341	<input type="checkbox"/> 1343	<input type="checkbox"/> 1344	<input type="checkbox"/> %

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4. Investment Options *continued*

Fidelity Money Market Funds	Daily Money Class	Class C	Daily Money Class	Whole %
Government Money Market Fund	<input type="checkbox"/> 2740	N/A	<input type="checkbox"/> 2740	%
Treasury Money Market Fund	<input type="checkbox"/> 0058	<input type="checkbox"/> 0529	<input type="checkbox"/> 0058	%

If total does not equal 100%, the percentage of the first fund will be adjusted to the extent necessary to bring the total to 100%.

TOTAL % ||| 0 %

If your employer has selected Fidelity Management Trust Company (FMT) or its successor(s) as the Designated Financial Institution (DFI) for your SIMPLE IRA Plan, then you may elect to transfer some or all of your contributions to another financial institution at "no cost or penalty." Your plan's DFI status is stated in the Summary Description.

If you elect to make such "no cost or penalty" transfer(s), you must also elect to invest the contributions subject to such transfer in Fidelity Money Market Trust: Retirement Government Money Market Portfolio (fund number 0631) pending transfer to another financial institution designated by you. The "no cost or penalty" transfer option is available only if you elect such an option during the annual 60-day election period. You must also complete a Fidelity Advisor SIMPLE IRA DFI Transfer of Assets Election form.

If your employer has chosen DFI and later amends the plan by eliminating the DFI option, then you will no longer be eligible for transfers at "no cost or penalty," and all applicable fees will be charged. Information regarding establishing such transfers under the DFI option is contained in the SIMPLE IRA Summary Description and Appendix to the Summary Description provided to you by your employer.

5. Beneficiary Designation

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

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

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

ALL FIELDS ARE REQUIRED

Primary Beneficiaries

If your beneficiary is a trust, indicate the name and date of the trust, the trustee's name, and the tax identification number of the trust.
If your beneficiary is an entity (other than a trust), include the name, address, and the tax identification number of the entity.

Attach a separate sheet with this information if necessary.

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

Primary beneficiary percentages must total 100%.

100

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5. Beneficiary Designation *continued*

Contingent Beneficiaries

Payment to contingent beneficiary(ies) shall be made according to the same rules of succession applicable to primary beneficiary(ies).

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

Contingent beneficiary percentages must total 100%.

TOTAL % _____

6. Phone and Electronic Distribution Requests

If you would like proceeds sent electronically, you must complete Section 8.

IMPORTANT: You and your Financial Advisor can request, electronically or by phone, taxable and reportable distributions from all IRAs you are establishing with this application unless you check below. Your Financial Advisor is also authorized to provide tax withholding elections for such distributions on your behalf. Any distributions and tax withholding elections requested by your Financial Advisor are treated as if requested by you, and may not be adjusted or canceled after the distribution is processed.

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

7. Householding

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

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

☒ Do **NOT** household at this time.

8. Bank Information/Fidelity Advisor Money Line®

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

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

Provide bank information to establish the Money Line feature on your account. Some transaction limits may apply. By providing a voided check, the Money Line feature will be established; however, you must check the box below if you wish to establish the Bank Wire feature.

NOTE: For SIMPLE IRAs, the Money Line feature will only pertain to withdrawals. Contributions will not be accepted as they are received through your employer.

☐ **Establish Bank Wire feature to allow proceeds to be transferred via the Federal Reserve System.**
Payment will be wired to your bank account. Your bank may charge a fee for this transaction.

If the Fidelity Advisor account and the bank account identified DO NOT include at least one common owner, the Fidelity Advisor account owner and all bank account owners must sign in Section 9 and have their signatures guaranteed.

continued on next page

8. Bank Information/Fidelity Advisor Money Line® *continued*

Provide bank information to establish the Bank Wire feature on your account.

Some transaction limits may apply.


See your Financial Advisor for details.

JOHN SMITH
180 Main Street
Anytown, MA 01234

Date _____

Pay to the order of _____ \$ _____

Amount _____ Dollars

 ANYBANK USA

Memo _____

⑆011123456⑆ 94100 14500⑆ 0987

Bank Routing Number (sample) Bank Account Number (sample)

Tape a preprinted voided check over our sample:

9. Signatures and Dates *Form cannot be processed without signatures and dates.*

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

By signing below you:

- Have adopted the Fidelity Advisor SIMPLE IRA as indicated in the form, appointing FMTC (or any successor) as Custodian, and FIIOC as its agent to perform administrative services.
- Have appointed the firm identified in this form, or its successor firm, as your agent to execute instructions made by you or for you, and for such other purposes as set forth in the Fidelity Advisor SIMPLE IRA Custodial Agreement.
- Represent that you have received, read, understand, consent to and agree to be bound by the current terms of the SIMPLE IRA Custodial Agreement, of which this Application including the beneficiaries you have designated is a part, and the SIMPLE IRA Disclosure Statement, including the Statement of Fees.
- Understand that acceptance of the SIMPLE IRA will be evidenced by written notice sent to you by or on behalf of FMTC or its successor(s).
- Have received and read the prospectus(es) for the fund(s) into which you have elected to make your contribution(s), and understand that it is your responsibility to read the prospectus(es) for any mutual fund(s) into which you exchange or invest.
- Understand that the fees set forth in the Fidelity Advisor IRA Statement of Fees* will be collected by redeeming sufficient shares from one or more fund account balances and that the fee schedule may be changed from time to time, as provided in the SIMPLE IRA Custodial Agreement.
- Understand that although FMTC is (or its successor custodian may be) a bank, neither Fidelity Distributors Corporation, which distributes the mutual funds, nor any mutual fund in which this SIMPLE IRA may be invested is a bank, and that mutual fund shares are NOT

(i) deposits or obligations of, or guaranteed by, any depository institution, or (ii) insured by the FDIC, the Federal Reserve Board or any other agency, and ARE subject to investment risk, including possible loss of principal amount invested.

- Authorize us, upon receiving instructions from you or as otherwise authorized by you in Sections 6 and/or 8 above, to establish the features indicated and to accept and make payments from you and to you, by credit or debit entries to your account at the financial institution indicated on the voided check or deposit slip provided (Bank). You authorize the Bank to accept and process such entries initiated by us and to credit or debit your account at that Bank for such entries without responsibility for the correctness thereof or for the existence of any further authorization relating thereto.
- **Acknowledge that you are deemed to have received a copy of the Fidelity Advisor SIMPLE IRA Disclosure Statement unless you have requested a copy of this information from us within seven (7) calendar days following the acceptance of your SIMPLE IRA, as evidenced by written notification from us.**
- **You hereby certify under penalties of perjury that your Social Security number is correct. You also certify that you are of legal age to enter into this Agreement, or if you are not of legal age, your legal guardian has the legal capacity to and has executed this Application on your behalf.** If you are a minor, you understand the entire balance of your SIMPLE IRA will be invested solely in Government Money Market Fund: Daily Money Class until such time as you reach the age of

majority, complete another Fidelity Advisor SIMPLE IRA Application, and make an election to change such investment. Minors who have established a Fidelity Advisor SIMPLE IRA may not, in any instance, designate beneficiaries. The Fidelity Advisor SIMPLE IRA Custodial Agreement will govern the default beneficiary provision, in the event of the minor employee's death. You understand that Fidelity Investments Institutional Operations Company, Inc., (FIIOC), as administrative agent for the Custodian, or its successor(s), will provide certain information about your Fidelity Advisor SIMPLE IRA to your Employer, and you hereby authorize FIIOC to accept direction from your Employer to correct erroneous contributions made to this SIMPLE IRA. You have read and understand the SIMPLE IRA Summary Description and Appendix provided to you by your employer. You further understand that if your Employer has selected FMTC as the Designated Financial Institution (DFI) for your company's SIMPLE IRA Plan, then you are subject to the rules and procedures for transfers from this SIMPLE IRA to another financial institution designated by you to occur at "no cost or penalty."

- Understand that this Agreement shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions and except as superseded by federal law or statute.
- Understand that the account balance and certain uncashed checks issued from this account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

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

continued on next page

9. Signatures and Dates *continued*

Account Owner Signature	Date MM - DD - YYYY
SIGN ▶	▶

▼ SIGNATURE GUARANTEE STAMP ▼

Your signature must be guaranteed if the bank account identified in Section 8 does not include at least one common owner. The Fidelity Advisor account owner must sign above and have his/her signature guaranteed. All bank account owners must also sign below and have their signatures guaranteed.

Bank Account Owner Signature	Date MM - DD - YYYY
SIGN ▶	▶

▼ SIGNATURE GUARANTEE STAMP ▼

Bank Account Owner Signature	Date MM - DD - YYYY
SIGN ▶	▶

An important note regarding Signature Guarantees:

You should verify with the institution that they are an acceptable (eligible) guarantor prior to signing. A signature guarantee may be executed by any "eligible guarantor." Eligible guarantors include Commercial Banks, Trust Companies, Savings Associations, and Credit Unions as defined by the Federal Deposit Insurance Act. Also included are member firms of a domestic stock exchange.

A Notary Public cannot provide a Signature Guarantee.

We cannot accept a notarization instead of a Signature Guarantee.

To help the government fight money laundering and the funding of terrorism, federal law requires us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain accounts. Further documentation is required for certain entities, such as trusts, estates, corporations, partnerships, and other organizations. Your account may be restricted or closed if we cannot obtain and verify this information. We will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Did you print and sign the form, and attach any necessary documents? Send the form and any necessary documents to your employer or Financial Advisor, who will return it to Fidelity.

Questions? For help completing this form, contact your Financial Advisor, or call one of our Retirement Specialists at 800-248-4253 any day the New York Stock Exchange is open, or visit institutional.fidelity.com.

Regular mail

Fidelity Investments Institutional
Operations Company, Inc. (FIIOC)
P.O. Box 770002
Cincinnati, OH 45277-0082

Overnight mail

Fidelity Investments Institutional
Operations Company, Inc. (FIIOC)
100 Crosby Parkway, KC1G
Covington, KY 41015

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Fidelity Investments Institutional Operations Company, Inc.
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SIMPLE IRA Custodial Agreement

Under Section 408(p) of the Internal Revenue Code

The Participant whose name appears on the accompanying Application is establishing a Savings Incentive Match Plan for Employees of Small Employers Individual Retirement Account (SIMPLE IRA) under Sections 408(a) and 408(p) 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 Participant the Disclosure Statement required under Regulations Section 1.408-6. The Participant and the Custodian make the following Agreement:

Article I

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in Section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the Participant. No other contributions will be accepted by the Custodian.

Article II

The Participant'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 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 Participant'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 Participant's entire interest in the Custodial Account must be, or begin to be, distributed no later than the Participant's required beginning date, April 1 following the calendar year end in which the Participant reaches age 70½. By that date, the Participant 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 participant or the joint lives of the participant and his or her designated beneficiary.
3. If the Participant dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:
 - (a) If the Participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Participant'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 Participant'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 Participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (b) If the Participant 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 Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½. But, in such case, if the Participant'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 Participant's death.
4. If the Participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the Participant'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 Participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the Participant'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 Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant'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 required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.
 - (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70½, if applicable under paragraph 3(b)(ii)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
 - (c) The required minimum distribution for the year the Participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under Section 408(a)(6).

Article V

1. The Participant agrees to provide the Custodian with all information necessary to prepare any reports required under Sections 408(i) and 408(l)(2) and Regulations Sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Participant the reports prescribed by the IRS.
3. The Custodian also agrees to provide the Participant's Employer the Summary Description described in Section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

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 Sections 408(a) and 408(p) 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 related regulations. Other amendments may be made with the consent of the Participant 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 to receive contributions under a SIMPLE IRA plan described in Section 408(p) of the Code.
- (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 and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (c) "Agreement" means this Fidelity Advisor SIMPLE IRA Custodial Agreement and Disclosure Statement including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Application and any designation of Beneficiary on record with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.
- (d) "Authorized Agent" means the person or persons (including the Broker, as defined below) authorized by the Depositor in a form and manner acceptable to the Custodian to submit orders for purchases or sales of Shares or Other Funding Vehicles in the Depositor's Account and to perform such other duties and responsibilities on behalf of the Depositor 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 submitted to or executed through the Broker originate from the Authorized Agent or the Depositor (or following the death of the Depositor, the Beneficiary).
- (e) "Applicable Limit" shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may contribute up to: \$7,000 for 2002; \$8,000 for 2003; \$9,000 for 2004; and \$10,000 for 2005 and beyond. This limit may be adjusted from time to time, in multiples of \$500, by the Secretary of the Treasury in accordance with Section 408(p)(2) (E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may exceed the aforementioned limits by the following amounts: \$500 for 2002; \$1,000 for 2003; \$1,500 for 2004; \$2,000 for 2005; and \$2,500 for 2006 and beyond. The additional limit may also be adjusted from time to time, in multiples of \$500, for increases in the cost of living.
- (f) "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.
- (g) "Broker," "Financial Advisor," or "Investment Professional" (collectively, the "Financial Advisor") 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 advisor 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 Advisor shall include any successor(s) of the Financial Advisor by merger, consolidation, or acquisition.
- (h) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (i) "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.
- (j) "Conversion Amount" shall mean all or any part of a distribution from the Account that is deposited in a Roth IRA.
- (k) "Custodian" shall mean Fidelity Management Trust Company, or its successor(s).
- (l) "Depositor" or "Participant" means the person named in the Account Application.
- (m) "Election Period" shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the day plan notice is provided to each Eligible Employee, if later. In the case of an Employee who becomes an Eligible Employee other than at the beginning of the calendar year because (i) the Employer has not elected a prior year compensation requirement in the Adoption Agreement, (ii) the Employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer, or (iii) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the employee becomes eligible or the day before that date.
- (n) "Employer" means the sole proprietorship, partnership, corporation, or other entity named in the Account Application, or any successor or predecessor to it, or any other Employer that contributed to a SIMPLE Plan on behalf of the Depositor.
- (o) "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 the Agreement, "FMR"), serves as investment advisor (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.

- (p) "Money Market Shares" shall mean any Investment Company Shares which are issued by a money market mutual fund and which are permitted by the Custodian for investment under this Agreement.
- (q) "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 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, but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.
- (r) "Plan Year" shall mean the calendar year.
- (s) "SIMPLE" shall mean a Savings Incentive Match Plan for Employees, as defined in Section 408(p) of the Code, under which salary reduction contributions, Employer matching contributions, and Employer nonelective contributions may be made.

2. Financial Advisor

- (a) **Appointment of Financial Advisor.** The Broker, Financial Advisor, or Investment Professional (collectively, the "Financial Advisor") shall be appointed by the Depositor in the Application (or in another manner acceptable to the Custodian) as his or her agent to (i) submit and/or execute such investment directions with respect to Investment Company Shares, and, if permitted by the Custodian, Other Funding Vehicles, 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 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 as set forth under this Agreement, as amended from time to time. The duties and responsibilities conveyed on the Broker through this Agreement shall be accepted by the Broker upon the earlier of the following: (i) the Broker's written acceptance of such duties and responsibilities, as demonstrated by the Broker's signature on the Depositor's Application (or on another signed form acceptable to and filed with the Custodian), (ii) the delivery by the Broker of an instruction, direction, or inquiry to the Custodian with respect to a Depositor's Custodial Account, or (iii) the Broker's receipt of compensation as a result of Investment Company Shares, or, if permitted by the Custodian, Other Funding Vehicles, maintained in a Custodial Account. The Depositor (or, following the death of the Depositor, the Beneficiary) understands that the duties and responsibilities imposed on the Broker through this Agreement may be transferred to another broker, financial advisor, or investment professional with appropriate direction and representation from such other broker, financial advisor, or investment professional in a manner acceptable to and filed with the Custodian, including representation from the new broker, financial advisor, or investment professional 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 Broker.
- (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 Broker. 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 Broker as being made by the Depositor

(or Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary). Unless otherwise agreed to in writing by the Custodian, the Broker, and not the Custodian, shall have the responsibility for delivering to the Depositor the Fidelity Advisor SIMPLE IRA Plan Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies, and prospectuses delivered or made available to the Broker relating to such Investment Company Shares and, if permitted by the Custodian, Other Funding Vehicles or, if agreed to by the Custodian, for directing the delivery of such materials to the Depositor. To the extent that the Custodian delivers by way of mail, electronic commerce, or other means to the Broker materials or information with respect to the Account (including the Fidelity Advisor SIMPLE IRA Plan Custodial Agreement and Disclosure Statement, confirmations, statements, notices, proxies, and prospectuses), any such communications delivered to the Broker shall be deemed to have been delivered to the Depositor. The Depositor 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.

3. Investment of Contributions

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

- (a) **General.** All contributions (including transfers of assets) to the Account shall be invested in accordance with the Depositor's instructions in the Application or as the Depositor, the Depositor's Authorized Agent, or the Depositor's Employer directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor or the Depositor's Authorized Agent (or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian 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 or offering circular, for any Investment Company Shares in which the Depositor (or the Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, directs the Custodian to invest assets in the Depositor's Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 19. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the Internal Revenue Service, and the Custodian has accepted such designation as evidenced by acceptance delivered to the Employer, the Custodian shall not be obligated to invest any contributions to the Custodial Account which the Custodian has been advised will be transferred without cost or penalty to the Depositor to another SIMPLE IRA (or, if the two-year (2-year) period beginning on the date contributions were first made to a Depositor's SIMPLE IRA (the "two-year period") has elapsed, to another IRA) in Investment Company Shares, unless such Shares are Money Market Shares designated by the Custodian.
- (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 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 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 Depositor's 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 (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer. Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions of the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor or the Depositor's Employer, 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 cash 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 Depositor's Custodial Account.
- (d) **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer may not direct that any part or all of the Custodial Account be invested in Investment Company Shares unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of a Depositor (or the Depositor's Broker, Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, in the investment of the Depositor's Custodial Account or to advise the Depositor (or the Depositor's Broker, Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, 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 (or the Depositor's Broker, Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) or Depositor's Employer's exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer or Broker with respect to SIMPLE IRA assets.

4. Types of Contributions

Only SIMPLE contributions shall be made to a SIMPLE IRA, and, with the exception of Rollover Contributions which are more fully described below, such contributions are limited to the following:

- (a) **Salary Reduction Contributions.** Each Depositor who is an Eligible Employee under the Employer's SIMPLE IRA Plan must be permitted to make salary reduction contributions if he or she so elects. A salary reduction contribution is a contribution, generally expressed as a percentage of compensation, that an Employee elects to have contributed to his or her SIMPLE IRA instead of receiving that amount in cash. The Employer may permit the Depositor to express the amount of his or her salary reduction contribution as a specific dollar amount. Salary reduction contributions cannot exceed the Applicable Limit per Plan Year. The Depositor may cease salary reduction contributions at any time by notifying the Employer. Salary reduction contributions include catch-up contributions pursuant to Section 414(v) of the Code for Depositors age 50 or older.

- (b) **Catch-Up Contributions.** Eligible Employees who have attained age 50 before the close of the Plan Year are eligible to make catch-up contributions to the Account in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-up contributions are not taken into account for purposes of determining the limits under Section 402(g) or 415 of the Code.

- (c) **Employer Matching Contributions.** An Employer is generally required to make a matching contribution on behalf of each eligible employee in an amount equal to the Depositor's salary reduction contributions, up to 3% of the Depositor's compensation for the applicable Plan Year. The Employer can elect to reduce this matching contribution to no less than 1%, provided notification is provided by the Employer of the Employer's intention to reduce this limit within a reasonable period of time before the Election Period for that Plan Year, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the Plan Year for which the election is effective. The maximum Employer matching contribution that can be made is the Applicable Limit. The Custodian shall not be responsible for determining the amount of any matching contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess matching contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it. In addition to the matching contributions described herein, if the Depositor is 50 years of age or older, the Employer must generally match any catch-up contributions up to the limits described herein.

- (d) **Employer Nonelective Contributions.** Instead of making a matching contribution, an Employer may make a nonelective contribution equal to 2% of each Eligible Employee's Compensation, without regard to whether the Employee was making salary reduction contributions for the applicable calendar year. The Compensation that is taken into account for this 2% nonelective contribution is limited to \$200,000, and may be adjusted by the IRS for cost of living increases in accordance with Section 401(a)(17) of the Code. Eligible employees must be notified by the Employer that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period. The Custodian shall not be responsible for determining the amount of any nonelective contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess nonelective contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

5. Timing of Contributions

An Employer matching or nonelective contribution is deemed to have been made on the last day of the preceding taxable year if the contribution is made by the deadline for filing the Employer's income tax return (including extensions) for the taxable year that includes the last day of the Plan Year for which the contributions are made, or such later date as may be determined by the Department of the Treasury or the IRS. Salary reduction contributions are made prospectively on a calendar year basis, and must be contributed to a Depositor's Account, in a form and manner acceptable to the Custodian, as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 30 days following the last day of the month in which amounts were withheld from the Employee's Compensation. 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 imposed on account of any contribution.

6. Rollover Contributions

The Custodian will accept for the Custodial Account in a form and manner acceptable to the Custodian all rollover contributions from SIMPLE IRAs which consist of cash, and may, but shall be under no obligation to, accept all or any part of any other rollover contribution from another SIMPLE IRA. The Depositor (or the Depositor's Broker or Authorized Agent) shall designate 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 Section 408(d)(3) of the Code. 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. To the extent permitted by law, 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. In the case of a distribution from a SIMPLE IRA, such distribution qualifies as a rollover contribution provided it is deposited timely to another SIMPLE IRA (or, if the "two-year period" has elapsed, to another IRA) or an employer-sponsored plan that accepts such rollovers and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution.

7. Reinvestment of Earnings

In the absence of instructions pursuant to Section 3, distributions of every nature which are received in respect of the assets in a Depositor's Custodial Account shall be reinvested as described as follows:

- (a) In the case of a distribution in respect of Investment Company Shares which may be received, the Custodian shall elect to 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 Depositor's instructions pursuant to Section 3.

8. Designation of Beneficiary

A Depositor may designate a Beneficiary 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, 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

sentence, 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 to 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 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 no later than thirty (30) days after the death of such Beneficiary, and provided further that the latest such designation shall control. 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 of 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 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. Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, the Beneficiary of such Account while so established and maintained shall be the

minor's estate or as otherwise determined in accordance with the applicable state's Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act.

- (c) **QTIPS and QDOTS.** A Depositor 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 is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor until the death of the Depositor'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 as directed by the trustee(s) of such Spousal Trust, and (ii) no person shall have the power to assign any part of the Account to any person or entity other than the Spousal Trust. To the extent permitted by Section 401(a)(9) 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 his or her Beneficiary may be treated as his or her "designated beneficiary" for purposes of the distribution requirements of that Code section. 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 a Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 401(a)(9), Section 2056(b)(7), or Section 2056A of the Code.

9. Payroll Deduction

A Depositor must elect to have salary reduction contributions to his or her Custodial Account made through payroll deduction in a form and manner acceptable to the Custodian. In order to establish payroll deduction, the Depositor must authorize his or her Employer to deduct a fixed percentage (or a fixed dollar amount, if permitted by the Employer and provided such option can be administered or is offered under the plan) from a pay period's salary up to a total amount of the Applicable Limit per year, as indexed by the Internal Revenue Service to reflect increases in the cost of living, or as may otherwise be reduced by limits imposed under Section 402(g) of the Code. The Custodian shall continue to receive for the Depositor's Account salary reduction 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 in another SIMPLE 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 under this Agreement. The Custodian will not be responsible for any losses the Depositor 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. Assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or Custodian of another SIMPLE

IRA (or, if the two-year period beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your Employer ("the two-year period") has elapsed, to another IRA) established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian. The Depositor shall be responsible for ensuring that the transfer is in compliance with the terms and conditions of the instrument governing the SIMPLE IRA or IRA as the case may be, of the transferor and transferee trustee or Custodian, the Code, and any related rules, regulations, and guidance issued by the Internal Revenue Service.

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 Depositor's 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 gross income to the extent required by law. Notwithstanding this Section 11 and Section 18 below, the Custodian is empowered to make a distribution absent the Depositor's direction if instructed to do so pursuant to a court order of any kind, or a levy issued by the Internal Revenue Service, 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 court order or levy, or with the procedures for resignation or removal in Section 24 below. 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 the Depositor's 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. Notwithstanding the foregoing, at the direction of the Depositor, 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 such calculations as a result of its reliance on information provided by the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Broker. 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 the Depositor's 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 imposed on account of any distribution or failure to make a required distribution. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 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, you may convert any or all distributions from the Account for which the two-year period has elapsed beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your Employer, 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) of the Code for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or, with the prior consent of the Custodian, the Depositor's Authorized Agent) shall designate 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 via a 60-day rollover must be deposited in a Roth IRA within 60 days.

13. Recharacterization of Contributions

Amounts converted to 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 Account for the Depositor under this Agreement. A contribution that constitutes a recharacterization of a prior conversion contribution must be made by the deadline for filing the Depositor's income tax return for the year to which the conversion contribution relates. 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. 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 rules, regulations, and 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. Written 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 either to the Broker 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. Effects 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 proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) **Incomplete or Unclear Instructions.** Under this Agreement, the Depositor (or, following the death of the Depositor, the Beneficiary) hereby appoints the Financial Advisor 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 information relating to the Depositor's 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 Depositor's Financial Advisor or Authorized Agent, or, following the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be. 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 Depositor's Financial Advisor or Authorized Agent, or, following the death of the Depositor, the Beneficiary) or a Depositor's Employer relating to a Depositor's Custodial Account or to otherwise advise the Depositor (or Depositor's Financial Advisor or Authorized Agent) or the Depositor's Employer regarding any matter relating thereto.

17. Tax Matters

- (a) **General.** The Custodian shall submit required reports to the Internal Revenue Service, to the Depositor's Employer, and to the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return, report, or notice 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.** Within 31 days after the close of each calendar year, or whenever required by the Internal Revenue Service, the Custodian shall deliver to the Depositor a written report(s) reflecting receipts, investments, disbursements, and other transactions effected in the Custodial Account during such period, and the fair market value of the assets of the Custodial Account as of the close of the calendar year. Unless the Depositor (or the Depositor's Authorized Agent, 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 shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents, shall be forever released and discharged from all liability and accountability to anyone 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 within 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 by operation of law; nor shall the interest of a Depositor be subject to alienation, assignment, garnishment, attachment, receivership, execution, 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 legal action or proceeding or defense of such legal action or proceeding shall be the sole responsibility of the Depositor unless agreed upon by the Custodian and Depositor, 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 and his or her former spouse pursuant to which the transfer of a Depositor's interest hereunder, or a portion thereof, is incorporated in a divorce decree or in a written instrument 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 court order or levy, the Custodian shall do so in accordance with such order or levy 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 the Custodian shall establish from time to time, and shall be 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, 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 (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary, executor, or administrator) by separate check. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the IRS, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Depositor may request in a form and manner acceptable to the Custodian

that certain assets in the Depositor's Custodial Account be transferred without cost or penalty to the Depositor to another SIMPLE IRA designated by the Depositor (or, if the "two-year period" has elapsed, to another IRA designated by the Depositor) maintained for the Depositor's benefit, pursuant to the procedures described in the summary description delivered to the Depositor by the Depositor's Employer.

- (b) **Advisor Fees.** The Custodian shall, upon direction from the Depositor (or the Depositor's 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) registered investment advisor any fees for financial advisory 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 Advisor as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Financial Advisor) 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 Advisor are reasonable and appropriate shall be the sole responsibility of the Depositor (or, following death of the Depositor, the Beneficiary), and the Custodian shall not incur any liability for the payment of any fees to the Financial Advisor from assets in the Account. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action 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 through the Financial Advisor or directly to the Depositor all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares or Other Funding Vehicles in the Custodial Account. The Depositor (or the Depositor's 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 or Other Funding Vehicles 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 shareholders of the corporation which issued such securities, or of holders of interest in the Investment Company or corporation which issued such Investment Company Shares or Other Funding Vehicles, as the case may be. 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 securities and Shares with respect to which it has received timely directions from the Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account, the Depositor 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 vote is necessary to establish a quorum.

21. Limitations on Custodial Liability and Indemnification

The Depositor and the Custodian intend that the Custodian 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 non-action taken pursuant to the Depositor's direction (or that of the Depositor's Employer, Broker, Authorized Agent, or, following the death of the Depositor, the Beneficiary). The Depositor 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 (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's investment direction under this Account, or from the Broker's submission or execution of such direction, and from any and all other liability whatsoever which may arise in connection with this Agreement except liability arising under applicable law or liability arising from gross negligence or willful misconduct on the part of the indemnified person. 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 may delegate to a third party any or all of the Depositor's powers and duties hereunder. Any such third party to whom the Depositor has so delegated powers and duties shall be treated as the Depositor for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

22. Delegation to Agents

The Custodian may delegate, pursuant to a written agreement, to one or more entities the performance of recordkeeping 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 Custodian and to the Depositor at his or her last known address as shown in the records of the Custodian a copy of such amendment, or a restatement of this Custodial Agreement. The Depositor shall be deemed to consent to any such amendment(s) if he or she fails to object 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 to terminate the Custodial Account and distribute the proceeds, as so directed by the Depositor.

24. Resignation or Removal of Custodian

The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days' notice, written or otherwise, to the Depositor. 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 successor to it. If no successor Custodian is appointed by the Company, 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.

25. Termination of the Custodial Account

The Depositor 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 SIMPLE IRA (within the meaning of Section 408(p) of the Code) or if the "two-year period" has elapsed, to another IRA designated by the Depositor (or the Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary), as described in 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 intention to terminate the Custodial Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor.

26. Governing Law

This Agreement, and the duties and obligations of the Company and the Custodian under the 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 not become effective until acceptance of the Application by or on behalf of the Custodian, as evidenced by a written notice to the Depositor.



Fidelity Advisor

SIMPLE 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 Fidelity Advisor Savings Incentive Match Plan for Employees Individual Retirement Account ("SIMPLE IRA"). This SIMPLE IRA is a custodial account (the "Account") created to provide for the Depositor's retirement. The terms used in this Disclosure Statement shall have the meanings set forth in Article VIII of the Custodial Agreement for this Account, unless a different meaning is clearly required by the context. Except as clearly indicated otherwise 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, the Beneficiary(ies) must establish an IRA Beneficiary Distribution Account (IRA BDA), the terms and conditions of which are governed by the Fidelity Advisor IRA Custodial Agreement and Disclosure Statement. **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 (7) 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 (7) 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 (7) 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 Co., Inc.
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.

Account Information

The following information applies to accounts established under the Fidelity Advisor SIMPLE IRA Custodial Agreement and Disclosure Statement.

SIMPLE IRA

Your SIMPLE IRA is a Custodial Account created for your exclusive benefit to receive contributions under your Employer's Savings Incentive Match Plan for Employees plan described in Section 408(p) of the Code (a "SIMPLE Plan"). Your SIMPLE IRA may also qualify as a "Transfer SIMPLE IRA" in which assets previously contributed under a SIMPLE Plan can be held.

For information about Traditional IRAs, Rollover IRAs, SEP IRAs, and Traditional IRA BDAs, refer to the Fidelity Advisor IRA Disclosure Statement. 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 service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. "**Adjusted Gross Income**" (AGI) is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining 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 Sections 469, except that you should disregard Code Sections 135, 137, and 911.

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. Upon your death, the assets remaining in your Account will be distributed to the Beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Fidelity Advisor SIMPLE 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 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 Broker

Your Investment Professional, Financial Advisor, or Broker (collectively referred to as your "Broker") is the representative at the firm that you have appointed in the Fidelity Advisor SIMPLE IRA Application (or in another form and 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 Broker as though they were made by you personally. Your Broker may inform you regarding the investments of your Account, and transactions pertaining to your SIMPLE IRA must generally be submitted or executed through your Broker, unless an automated telephone service or electronic commerce service which may be available through the Custodian is used. Your Broker generally receives Compensation for performing these services. It is your responsibility to determine whether any fees payable to your Broker are reasonable in light of the services your Broker provides to you. Any appointment of a Broker must be on a form acceptable to and filed with the Custodian. Refer to Article VIII, Section 2 of your Custodial Agreement ("Broker") for more information on your Broker. The Custodian may also rely on a firm's written representation that you have affirmatively appointed such firm as the Broker for your account.

Investment of Account

The assets in your Account will be invested in accordance with instructions communicated from you (or your Broker 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 Broker, or Authorized Agent, if any, 2) be returned to you, 3) be invested in Money Market Shares, which strive to maintain a stable \$1 per share* value, or 4) be returned to your Employer. 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. Keep in mind that with respect to investments in regulated investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected by the Custodian.

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

Contributions

General. Only contributions made pursuant to a SIMPLE Plan (other than rollover contributions described below) can be made to a SIMPLE IRA, and the SIMPLE IRA cannot accept any other type of contributions. Contributions (other than rollover contributions described below) must be made in "cash" and not "in kind." Therefore, securities or other assets already owned cannot be contributed to a SIMPLE IRA but must be converted to cash and then contributed. No part of your contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund.

Salary Reduction Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, you are permitted to make salary reduction contributions if you elect to do so by entering into a salary reduction agreement with your Employer. A salary reduction contribution is generally expressed as a percentage of compensation or a specific dollar amount that you elect to have contributed to your SIMPLE IRA instead of receiving that amount in cash. Salary reduction contributions cannot exceed the maximum amount allowed under current law. You can stop salary reduction contributions at any time during the year by notifying your Employer. You must generally wait until the Election Period, as described below, to resume or modify a Salary Reduction Agreement, but your Employer will notify you of other times when you may resume or modify a Salary Reduction Agreement.

Catch-Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you are eligible to make "catch-up" contribution(s) to your SIMPLE IRA in addition to your salary reduction contributions. Catch-up contributions are subject to the annual contribution limits 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.

Annual SIMPLE IRA Salary Reduction and Catch-Up Contribution Limits. The maximum annual contribution limits for SIMPLE IRA contributions for the following tax years are:

Tax Years	Annual SIMPLE IRA Contribution Limit	Annual SIMPLE IRA Catch-Up Contribution Limit for Depositor at Least Age 50	Maximum Annual SIMPLE IRA Contribution Limit for Depositor at Least Age 50 (Including Catch-Up)
2004	\$9,000	\$1,500	\$10,500
2005	\$10,000*	\$2,000	\$12,000
2006	\$10,000*	\$2,500**	\$12,500

* After 2005, the maximum annual SIMPLE IRA contribution limit will be indexed for cost-of-living in \$500 increments.

** After 2006, the maximum annual SIMPLE IRA catch-up contribution will be indexed for cost-of-living in \$500 increments.

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.

Eligibility

Employees and self-employed individuals who satisfy the eligibility requirements under the Employer's SIMPLE Plan are eligible to have contributions under such plan made to a SIMPLE IRA. All Employees of the Employer who received at least \$5,000 in compensation from the Employer during any two (2) preceding calendar years and who are reasonably expected to receive at least \$5,000 in compensation for the current year must be eligible to participate in the Employer's SIMPLE Plan for the calendar year. An Employer may impose less restrictive requirements for participation, but may not impose any additional requirements for participation in the SIMPLE Plan. Employees and self-employed individuals who participate in a SIMPLE Plan by making salary reduction contributions or by receiving an Employer Matching or Nonelective Contribution are still eligible to contribute to a Traditional IRA or a Roth IRA, but for purposes of making a deductible IRA contribution, will be considered an active Participant in an employer-sponsored retirement plan.

Employer Matching Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, your Employer is generally required to make a matching contribution on your behalf in an amount equal to your salary reduction contributions, up to 3% of your Compensation, for the applicable calendar year. The Employer can elect to reduce this matching contribution to no less than 1%, provided the Employer notifies you of this reduced limit within a reasonable period of time before the Election Period for the Plan Year the reduction is effective, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the year for which the election is effective. The maximum Employer matching contribution cannot exceed the maximum amount allowed under current law as adjusted by the Internal Revenue Service for increases in the cost of living.

Employer Nonelective Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, your Employer may make a nonelective contribution on your behalf in an amount equal to 2% of your compensation, without regard to whether you elected to make salary reduction contributions for the applicable calendar year. The Compensation that is taken into account for this 2% nonelective contribution is limited to the maximum amount allowed under current law, as will be adjusted by the Internal Revenue Service for increases in the cost of living in accordance with Section 401(a)(17) of the Code. Your Employer must notify you that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period for the applicable Plan Year.

Rollover Contributions. You may roll over contributions from other SIMPLE IRAs which consist of cash, and the Custodian may, but shall not be obligated to, accept all or any part of any other rollover contribution from a SIMPLE IRA to your SIMPLE IRA. You must designate each proposed rollover contribution as such to the Custodian, and such contribution must qualify as a rollover contribution within the meaning of Section 408(d)(3) of the Code. After the "two-year period" described below, you may roll over distributions from your Account to another SIMPLE IRA, IRA other than a SIMPLE IRA, or certain employer-sponsored retirement plans that accept such rollovers.

Timing of Contributions. Salary reduction contributions are made prospectively on a calendar year basis. Your Employer must deposit your salary reduction contributions to your SIMPLE IRA as soon as they can reasonably be segregated from the Employer's general assets, but in no event later than 30 days following the last day of the month that your salary reduction contributions would otherwise have been paid to you in cash. Your Employer's matching or nonelective contributions must be deposited to your SIMPLE IRA by your Employer's income tax filing deadline including extensions for the year for which the contributions are being made. So long as you are still employed and

are receiving compensation from your Employer, you can continue to participate in your Employer's SIMPLE Plan beyond age 70½ if you continue to meet the eligibility requirements under the SIMPLE Plan.

Excess Contributions. Contributions to your SIMPLE IRA (including an improper rollover or a salary reduction contribution) which exceed the allowable maximum per tax year are considered excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be incurred for each calendar year in which the excess contribution remains in your SIMPLE IRA. You may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, from the SIMPLE IRA by providing a request to the Custodian in a form and manner acceptable to the Custodian on or before the due date for filing your federal income tax return for the year in which you made the excess contribution. Alternatively, your Employer (or its agent authorized for such purposes) may correct excess or erroneous contributions made on your behalf by providing the Custodian with a request in a form and manner acceptable to the Custodian to return the excess or erroneous contribution. Such request shall be deemed to be your instruction to the Custodian to correct the excess or erroneous contribution by withdrawing the excess or erroneous contribution and its earnings from your SIMPLE IRA. The amount of the excess contribution withdrawn generally will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings on such excess contribution which are withdrawn will be taxed as ordinary income to you for the year in which the distribution was made. In addition, income earned on such excess contribution may be subject to a 10% premature distribution penalty. This nondeductible penalty may be increased to 25% if the distribution occurs within a two-year period beginning on the date that you first received contributions in your SIMPLE IRA under the SIMPLE Plan maintained by your Employer ("the two-year period"). Excess contributions attributable to salary reduction

contributions are includible in your gross income in the calendar year of deferral. If you withdraw the excess contribution attributable to salary reduction contributions on or before April 15 following the calendar year to which the contribution relates, the allocable income is not subject to the 10% premature distribution penalty. The 6% penalty tax will be imposed on excess contributions for each year the excess contribution remains in the SIMPLE IRA. It is your responsibility to see that excess contributions are corrected in a timely and proper manner. Note: The IRS has not released the rules regarding excess or erroneous contributions to SIMPLE IRAs. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under Section 408(p) of the Code.

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

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

Distributions

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

Methods of Distributions. Assets may be distributed from your Account according to one or more of the following methods selected by you (or your Authorized Agent, or, following your death, the Beneficiary, executor, or administrator): (a) total distribution, (b) partial distribution, (c) distribution over a certain period, or (d) purchase of an annuity contract. (See Article IV of your SIMPLE IRA Custodial Agreement for a full description of these distribution methods.)

Premature Distributions. Distributions from your SIMPLE IRA made before you reach age 59½ will be subject to a 10% nondeductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another SIMPLE IRA (or, after the "two-year period," a Traditional IRA) that is eligible to receive such rollover, or the distribution is made on account of your death or disability, or the distribution otherwise satisfies one of the following exceptions to the early withdrawal penalty. Exceptions to the 10% early withdrawal penalty may also be available to SIMPLE IRA owners if a distribution is:

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

To the extent a premature penalty applies to any distribution taken from your SIMPLE IRA, this nondeductible penalty tax will be increased to 25% if the distribution occurs within "the two-year period" described above. The Custodian is permitted to rely on its own records in determining whether a distribution from your SIMPLE IRA is subject to the 25% penalty applicable to a distribution. If you established your SIMPLE IRA with a rollover or transfer from another SIMPLE IRA, the Custodian may, but is not required to, confirm the date contributions were first deposited to your SIMPLE IRA from a previous account statement or from other information the Custodian may deem necessary to confirm the date contributions were first made to your SIMPLE IRA.

Minimum Distributions

General. It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Sections 408(a)(6) 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 IRS. 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 SIMPLE IRA Owners. You must begin receiving distributions of the assets in your Account by April 1 of the calendar year following the calendar year in which you reach age 70½. Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you are required to take your first minimum required distribution. If you maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount required to be withdrawn.

Distribution after Death of the Depositor. Upon your death, the assets remaining in your Account will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian. Your Beneficiary(ies) must generally transfer the assets to an IRA BDA and start taking distributions by December 31 of the year following the year of your death. Special rules apply for spousal 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. If your Beneficiary does not start taking distributions from the Account in accordance with these rules, the Beneficiary may be subject to a penalty tax of 50% on the difference between the minimum required distribution for the tax year and the amount such Beneficiary actually received during such year.

Rollover Treatment. Distributions from your SIMPLE IRA representing all or any part of the assets in your SIMPLE IRA are also eligible for rollover treatment to another SIMPLE IRA. You may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into another SIMPLE IRA, and maintain the tax-deferred status of these assets. Provided "the two-year period" has elapsed, you may also roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into an IRA or individual retirement annuity, or another employer-sponsored plan that accepts such rollovers, and maintain the tax-deferred status of these assets. A 60-day rollover can be made from a SIMPLE IRA only 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 a SIMPLE 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.

Conversion of Distributions from the Account. After the expiration of the two-year period beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your employer, you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"), if your AGI (single or joint) is \$100,000 or less for a taxable year. Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. If you have reached age 70½ you must satisfy your minimum required distribution with respect to your SIMPLE IRA prior to making a conversion contribution for such year. Any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. For taxable years beginning before January 1, 2005, you are required to include the amount of your minimum required distribution in your AGI when determining if your AGI is \$100,000 or less. You will be subject to income tax on any Conversion Amount. The Conversion Amount will not be subject to the premature distribution penalty described above.

Recharacterization of Contributions. You may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer, any amounts converted to a Roth IRA to be held in the Account under this Agreement. Recharacterizations must be completed by your deadline (generally April 15) including extensions for filing your federal income tax return for the year for which the conversion contribution to the Roth IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to your SIMPLE IRA. The amount(s) that is recharacterized is treated as having been originally contributed to your SIMPLE IRA on the same date and for the same taxable year that the amount was contributed to your Roth IRA. A reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a "failed conversion."

Transfers of SIMPLE IRA Assets. During "the two-year period," trustee-to-trustee transfers from your SIMPLE IRA to another SIMPLE IRA can occur at any time upon direction to the Custodian made in a form and manner acceptable to the Custodian. If during this period your SIMPLE IRA is directly transferred to an IRA that is not a SIMPLE IRA, this transaction will not be a tax-free trustee-to-trustee transfer or a rollover contribution. Instead, this transaction will be considered a distribution from your SIMPLE IRA and a contribution to another IRA that does not qualify as a rollover contribution. Once "the two-year period" has elapsed, your SIMPLE IRA can be transferred at any time on a trustee-to-trustee basis to an IRA that is not a SIMPLE IRA.


Miscellaneous

Use of a Designated Financial Institution. If your Employer chooses a designated financial institution for the SIMPLE Plan, such decision requires all SIMPLE contributions to be made to SIMPLE IRAs with the financial institution so chosen. In order for your Employer to use a designated financial institution, the Employer and that particular financial institution must agree that the financial institution will be a designated financial institution. In doing so, the financial institution must also agree that your SIMPLE IRA contributions will be transferred to another SIMPLE IRA (or, after "the two-year period," to any other IRA) without cost or penalty to you, including liquidation fees, transaction fees, commissions, and loads. If the Custodian has agreed to be a designated financial institution for an Employer's SIMPLE plan, each participant in the Employer's plan will be given written procedures for requesting transfers without costs or penalties.

Divorce or Legal Separation. If all or any portion of your SIMPLE IRA is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an IRA 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 Section 408(d)(6) of the Code 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 the Account are described in the Statement of Fees and may be changed from time to time, as provided in the Custodial Agreement. Your Broker may charge or receive fees in addition to those fees described in the Statement of Fees for services rendered, and it is up to you to determine if any such fees are reasonable. The SIMPLE IRA Custodian is not a party to any additional fees that may be charged by your Broker. If you would like more complete information on the compensation received by your Broker, refer to the applicable prospectus or contact your Broker on the address provided on your Application.



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 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 your SIMPLE

IRA is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you. Such distributions will be subject to ordinary income tax and, if you were under age 59½ at the time, to the 10% penalty tax on premature distributions. If you have not participated in the SIMPLE Plan for “the two-year period” at the time of this deemed distribution, this penalty tax will be increased to 25%.

Other Tax Considerations

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

Tax Withholding. Federal income tax will be withheld from distributions you receive from the Account unless you elect not to have such tax withheld. However, if SIMPLE 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 nonresident alien withholding applies. In addition, state income tax may be withheld from your SIMPLE IRA distributions, if applicable, depending on the state of residence indicated in your legal address of record for the Account.

Reporting for Tax Purposes. Contributions to your SIMPLE IRA cannot be deducted by you on your federal tax Form 1040 or 1040A for the taxable year contributed unless you are self-employed and are making such contributions in connection with a SIMPLE Plan that you sponsor as an Employer. Other reporting will be required by you in the event that special taxes or penalties are due.

You must also file Treasury Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE IRA. Contributions and distributions must be reported on such forms as the IRS may require.

IRS Approval. The form of your Savings Incentive Match Plan for Employees Individual Retirement Account is the model government form provided by the IRS known as Form 5305-SA. For more information on SIMPLE IRAs, refer to IRS Publication 590, Individual Retirement Arrangements (IRAs), or IRS Publication 560, Retirement Plans for the Self-Employed, as transactions done incorrectly may result in adverse tax consequences.