

Fidelity Investments

Account Application/Enrollment Form and Beneficiary Designation

1. GENERAL INSTRUCTIONS

Opening a new account: Please complete this form and sign it on the back. Once your account is established, you can submit a Workplace Savings Plan Contribution Form (Salary Reduction Agreement) to your employer who can then forward contributions to your account. Please contact Fidelity, your employer, or your tax advisor to determine your maximum allowable contribution.

Moving assets from an existing plan: To consolidate/move money to your employer-sponsored retirement savings account, please complete the enclosed Transfer/Rollover/Exchange form. If a form was not included within your enrollment kit, please call to request a form.

Fees: Your account may be subject to an annual maintenance and/or recordkeeping fee.

Mailing instructions: Return this form in the enclosed postage-paid envelope or to
Fidelity Investments, P.O. Box 770002, Cincinnati, OH 45277-0090

If you wish to send your form via overnight service, please send it to
Fidelity Investments, Mailzone KC1E, 100 Crosby Parkway, Covington, KY 41015

Questions? Call Fidelity Investments at 1-800-343-0860, Monday through Friday, from 8:00 A.M. to midnight ET, excluding holidays that the New York Stock Exchange is closed, or visit us at www.netbenefits.com/atwork.

2. SELECTING YOUR INVESTMENT OPTIONS

In **whole percentages** please indicate how you wish to have your contributions allocated to the investment options available for investment under your plan. Please ensure that your allocations total 100%, for example, 50% for your first, 30% for your second, and 20% for your third fund choice. If your percentages do not add up to 100% or you select an unavailable investment option, your contribution will be invested in an investment option according to your plan rules.

If you would like to select more than four investment options, please write the fund code, fund name, and allocation percentage on a separate sheet of paper and attach it to your account application. The fund code can be found in your investment options brochure.

3. DESIGNATING YOUR BENEFICIARY(IES)

You are not limited to two primary and two contingent beneficiaries. The beneficiaries designated on this form will apply to all the plans named in Section 1. To assign additional beneficiaries, or to designate a more complex beneficiary designation, please attach, sign, and date a separate piece of paper. You may revoke the beneficiary designation and designate a different beneficiary by submitting a new Beneficiary Designation Form to Fidelity or your Human Resources department.

When designating primary and contingent beneficiaries, please use whole percentages and be sure that the percentages for each group of beneficiaries total 100%. Your primary beneficiary cannot be your contingent beneficiary. If you designate a trust as a beneficiary, please include the date the trust was created, and the trustee's name.

If more than one person is named and no percentages are indicated, payment will be made in equal shares to your primary beneficiaries who survive you. If a percentage is indicated and a primary beneficiary does not survive you, the percentage of that beneficiary's designated share shall be divided among the surviving primary beneficiaries in proportion to the percentage selected for them.

4. SPOUSAL CONSENT

Spousal Consent: If you are married, your plan requires you to designate that your spouse receives 50% or more of your vested account balance in the form of a preretirement survivor annuity. If you are married and you do not designate your spouse as your primary beneficiary for a portion of your account balances as described above, your spouse must sign the Spousal Consent portion of this form in the presence of a notary public or a representative of the plan.

Age 35 Requirement: Your spouse must be the primary beneficiary of your account as described above unless your spouse consents to a different primary beneficiary. If this designation occurs prior to the first day of the plan year in which you attain age 35, this designation is void on the earlier of (a) the first day of the plan year in which you attain age 35, or (b) the date of separation from service. When this designation is voided, your spouse will become the beneficiary for the amount described above. If you wish to designate a different primary beneficiary at that time you will need to complete a new Beneficiary Designation form.

5. AUTHORIZATION

Please provide your signature.

Fidelity Investments Institutional Operations Company, Inc.

Fidelity Investments

Account Application/Enrollment Form and Beneficiary Designation



1. YOUR INFORMATION

Please use a **black** pen and print clearly in CAPITAL LETTERS.

Social Security #: -- OR U.S. Tax ID #: -

Date of Birth: -- Date of Hire: --

First Name:

Last Name:

Mailing Address:

Address Line 2:

City: State:

Zip:

Daytime Phone: -- Evening Phone: --

E-mail Address:

Name of Employer:

Plan Numbers (if known): Employer City/State:

Employer Zip (if known):

If Plan Number is not known—Please select the Employer Plan Types for which you are enrolling (select all that apply):

403(b) 401(a) 401(k) 457(b)

If the plan number is known and conflicts with a plan type selected, the plan number will dictate any type indicated herein.

I am: Single OR Married Name of Site/Division:

2. SELECTING YOUR INVESTMENT OPTIONS

Please check here if you are selecting more than four investment options.

Investment Options

Please use whole percentages

Fund Code:

Fund Name:

Percentage:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%

Total = 100%



3. DESIGNATING YOUR BENEFICIARY(IES)

Please check here if you have more than two primary or two contingent beneficiaries.

The beneficiaries designated below shall apply to all the plan numbers named in Section 1. If you do not list plan numbers, this designation will apply to all retirement plans of the employer named in Section 1, when Fidelity recordkeepers beneficiary designations.

Primary Beneficiary(ies)

I hereby designate the person(s) named below as primary beneficiary(ies) to receive payment of the value of my account(s) under the plan upon my death.

1. Individual:	OR	Trust Name:	
<input type="text"/>		<input type="text"/>	
Social Security Number:	OR	U.S. Tax ID Number:	Percentage:
<input type="text"/>		<input type="text"/>	<input type="text"/> %
Date of Birth or Trust Date:		Relationship to Applicant:	
<input type="text"/>		<input type="checkbox"/> Spouse OR <input type="checkbox"/> Trust OR <input type="checkbox"/> Other	
2. Individual:	OR	Trust Name:	
<input type="text"/>		<input type="text"/>	
Social Security Number:	OR	U.S. Tax ID Number:	Percentage:
<input type="text"/>		<input type="text"/>	<input type="text"/> %
Date of Birth or Trust Date:		Relationship to Applicant:	
<input type="text"/>		<input type="checkbox"/> Spouse OR <input type="checkbox"/> Trust OR <input type="checkbox"/> Other	Total = 100%

Contingent Beneficiary(ies)

If there is no primary beneficiary living at the time of my death, I hereby specify that the value of my account is to be distributed to my contingent beneficiary(ies) listed below. **Please note:** Your primary beneficiary cannot be your contingent beneficiary.

1. Individual:	OR	Trust Name:	
<input type="text"/>		<input type="text"/>	
Social Security Number:	OR	U.S. Tax ID Number:	Percentage:
<input type="text"/>		<input type="text"/>	<input type="text"/> %
Date of Birth or Trust Date:		Relationship to Applicant:	
<input type="text"/>		<input type="checkbox"/> Spouse OR <input type="checkbox"/> Trust OR <input type="checkbox"/> Other	
2. Individual:	OR	Trust Name:	
<input type="text"/>		<input type="text"/>	
Social Security Number:	OR	U.S. Tax ID Number:	Percentage:
<input type="text"/>		<input type="text"/>	<input type="text"/> %
Date of Birth or Trust Date:		Relationship to Applicant:	
<input type="text"/>		<input type="checkbox"/> Spouse OR <input type="checkbox"/> Trust OR <input type="checkbox"/> Other	Total = 100%

Payment to contingent beneficiary(ies) will be made according to the rules of succession described under Primary Beneficiary(ies).

4. SPOUSAL CONSENT

I am the spouse of the participant named in Section 1.

By signing below, I hereby acknowledge that I understand: (1) that the effect of my consent may result in the forfeiture of benefits I would otherwise be entitled to receive upon my spouse's death; (2) that my spouse's waiver is not valid unless I consent to it; (3) that my consent is voluntary, (4) that my consent is irrevocable unless my spouse completes a new Beneficiary Designation; and (5) that my consent (signature) must be witnessed by a notary public or if allowed by plan, a plan representative.

4. SPOUSAL CONSENT (CONTINUED)

I understand that if this beneficiary designation is executed prior to the first day of the plan year in which the participant turns 35 that my waiver of my spousal death benefit as determined by the retirement plan provisions will be restored to me on the earlier of (a) the first day of the plan year in which the participant attains age 35, or (b) the date the participant separates from service with the employer sponsoring the retirement Plan. After that date, in order for another person to receive the death benefit that would be restored to me, I would then need to consent to a new beneficiary designation.

Signature of Participant's Spouse:

Date:

--

To be completed by a notary public or representative of the plan (if provided for under the terms of your employer's plan):

Sworn before me this day

--

In the State of County of

Notary Public Signature:

My Commission Expires:

--

Notary stamp must be in the above box

As plan representative, I witnessed the spouse signing this form:

Date:

--

5. AUTHORIZATION AND SIGNATURE

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

Individual Authorization:

By executing this form

- I certify under penalties of perjury that my Social Security or U.S. Tax Identification number in Section 1 on this form is correct.
- I acknowledge that I have read the prospectus of any mutual fund in which I invest and that it is my responsibility to read the prospectus(es) of any fund into which I exchange and agree to the terms.
- If my account is established under a Fidelity Investments Section 403(b) Individual Custodial Account Agreement (the "Custodial Agreement"), I hereby adopt the Fidelity Investments Section 403(b)(7) Custodial Account ("The Program") and certify that I have received and read the Custodial Agreement. I acknowledge that the provisions of the Program shall be governed by the laws of the Commonwealth of Massachusetts. If my account is established under a Section 403(b) Group Custodial Agreement, I understand that my Employer and Fidelity Management Trust Company (FMTC) have executed a Fidelity Investments Section 403(b)(7) Custodial Account Agreement (the "Program") and that an account under the Program has been established on my behalf.
- I recognize that although FMTC is a bank, neither Fidelity Distributors Corporation nor any mutual fund in which my accounts may be invested is a bank, and mutual fund shares are not backed or guaranteed by any bank or insured by the FDIC.
- I understand that I may designate a beneficiary for my assets accumulated under the Plan and that if I choose not to designate a beneficiary, my beneficiary will be my surviving spouse, or if I do not have a surviving spouse, distributions will be made based on the provisions of the Plan.
- For Texas residents and individuals whose legal address is in Texas (Individual Custodial Accounts only): I understand that under Texas law, I may designate a representative solely for the purposes of receiving unclaimed property due diligence notifications regarding my account, by contacting a Fidelity representative.
- I understand that my account may be subject to an annual maintenance and/or recordkeeping fee.

Check this box if you are signing this form as an attorney-in-fact under a power of attorney.

Your Signature:

Date:

--

446148.6.0

Fidelity Investments Institutional Operations Company, Inc.

1.837775.105



FACTS

What do Fidelity Investments and the Fidelity Funds do with your personal information?



WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- assets and income
- account balances and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as "Fidelity") choose to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?

Call 800-343-3548. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.

WHO WE ARE	
Who is providing this notice?	Companies owned by Fidelity Investments using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
WHAT WE DO	
How does Fidelity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fidelity collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or direct us to buy/sell your securities ■ provide account information or give us your contact information ■ tell us about your investment portfolio <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using certain information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Fidelity doesn't jointly market.

OTHER IMPORTANT INFORMATION

If you transact business through Fidelity Investments life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law. You are entitled to receive, upon written request, a record of any disclosures of your medical record information. Please refer to your statements and other correspondence for mailing addresses.

If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.

If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent and as allowed by law.

The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account.

For additional information, please visit Fidelity.com.

WHO IS PROVIDING THIS NOTICE?

Fidelity Investments companies: Fidelity Brokerage Services LLC; Fidelity Distributors Corporation; Fidelity Investments Institutional Operations Company, Inc.; Fidelity Investments Institutional Services Company, Inc.; Fidelity Management Trust Company; Fidelity Personal Trust Company, FSB; Fidelity Personal and Workplace Advisors LLC; Fidelity Investments Life Insurance Company; Empire Fidelity Investments Life Insurance Company; Fidelity Insurance Agency, Inc.; National Financial Services LLC; Strategic Advisers LLC; FIAM LLC; Fidelity Health Insurance Services, LLC.

The Fidelity Funds, which include funds advised by Strategic Advisers LLC.

