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FBS is a registered broker-dealer with the U.S. Securities and Exchange Commission. Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

FBS offers brokerage accounts and services for personal or workplace investing, including retail, retirement (including Individual Retirement Accounts (IRAs)) and cash management services (bill pay, check-writing, etc.). These accounts generally allow you to invest in mutual funds, exchange traded funds (ETFs), stocks, bonds, college savings plans and insurance products, among others. We do not limit our offerings to Fidelity funds, specific asset classes, or products that involve third-party compensation arrangements. There is no minimum investment to open an account; there are minimums to purchase some types of investments. FBS works with its affiliated clearing broker, National Financial Services LLC, along with other affiliates to provide you with these investment services. For additional information, see [Fidelity.com/information](https://www.fidelity.com/information).

With an FBS brokerage account, unless we agree otherwise in writing, you are solely responsible for deciding how you want to invest, monitoring your account and placing trades. FBS, either by itself or through an affiliate, can provide you with tools and information to help you make decisions and can provide you with investment recommendations for certain investments upon request. Discretionary and non-discretionary investment advisory services are provided through our affiliated investment advisers, including Fidelity Personal and Workplace Advisors (FPWA), typically for a fee, and documents describing these advisory services can be found at [Fidelity.com/information](https://www.fidelity.com/information).

FBS brokerage accounts are also available to you when you work with a third-party adviser such as a registered investment adviser, retirement plan administrator, bank or family office ("intermediaries"). If you open your FBS brokerage account through an intermediary, you or your intermediary will make all decisions regarding the purchase or sale of investments; FBS generally will not provide recommendations or monitor your investment decisions, or your intermediary, for you. Some intermediaries limit the investment services and products that they offer to you from the universe of investments that FBS offers. Please contact us or your intermediary for more information on the services provided, conflicts of interest, and any fees you will pay.

Questions you may have:

- **Given my financial situation, should I choose a brokerage service? Why or why not?**
- **How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications?**
- **What do these qualifications mean?**

What fees will I pay?

The fees that you will pay depend on whether you work directly with FBS or through an intermediary. If you establish a retail relationship directly with FBS, there are no commissions charged on online transactions in U.S. stocks, ETFs, options, new issue bonds and CDs. Online transactions in other securities are charged a commission. Sell orders for equities are charged an activity assessment fee and options have a per-contract fee. Transactions placed over the telephone or in a branch office are charged a commission. If you open an investment advisory account with one of our affiliates, your fees will be identified in the contract and disclosure document provided by that affiliate. If you work with FBS through an intermediary, please contact your intermediary for details on the fees that you will pay for your brokerage activities. If you have established an institutional relationship with FBS, online commissions can apply. Please speak with your FBS representative.

There is no transaction fee or sales load for the purchase or sale of Fidelity's retail mutual funds. Other mutual funds either have a transaction fee or no transaction fee, and some of these funds will have sales loads. These fees can vary depending on how long you hold the fund. Holding funds for less than 60 days can result in additional trading fees. Mutual funds, ETFs and similar investment products typically charge their own separate management fees and other expenses.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you

understand what fees and costs you are paying. When commissions apply, FBS has an incentive for you to trade more often and in larger amounts. Brokerage fees and costs information for different account types, products and services are available at [Fidelity.com/information](https://www.fidelity.com/information).

Question you may have: Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?

When FBS provides you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide to you. Here are some examples to help you understand what this means.

- FBS or its affiliates typically earn more when you invest in a product that we or one of our affiliates advise, manage or sponsor, such as a Fidelity mutual fund, ETF or managed account. This creates an incentive to recommend our investment products over those offered by another company.
- FBS earns more on some third-party funds and ETFs, including through sales loads, 12b-1 fees, maintenance fees, start-up fees and infrastructure support paid by the fund, its investment advisor or an affiliate. This creates an incentive for us to recommend these products over others.
- FBS and its affiliates earn differing levels of compensation depending on the type of account you choose and services that you select. This creates an incentive for us to recommend certain account types and services over others.
- For investments that we buy from or sell to you from our own accounts on a principal basis, we earn compensation from mark-ups, mark-downs and spreads. This creates an incentive to execute trades with our own accounts rather than on the open market.

For further details on these conflicts, see [Fidelity.com/information](https://www.fidelity.com/information).

Question you might have: How might your conflicts of interest affect me, and how will you address them?

How do your financial professionals make money?

Our representatives work for both FBS and our affiliated investment advisor FPWA for a salary and either an annual bonus or variable compensation. They earn more from some products and services (including certain investment advisory services) than from others. Our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that pay less. For further details, see [Fidelity.com/information](https://www.fidelity.com/information).

Do you or your financial professionals have legal or disciplinary history?

Yes. Visit [Investor.gov/CRS](https://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

Questions you may have: As a financial professional, do you have any disciplinary history? For what type of conduct?

Additional Information:

For more information about our brokerage and investment advisory services, or to obtain a copy of this Form CRS, or the Form CRS for FPWA, go to [Fidelity.com/information](https://www.fidelity.com/information). If you work directly with FBS, to request up-to-date information, the latest Form CRS or a hard copy of materials that are hyperlinked above, contact 800.FIDELITY.

Questions you may have:

- **Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer?**
- **Who can I talk to if I have concerns about how this person is treating me?**



This important disclosure information about Fidelity Personal and Workplace Advisors LLC ("FPWA") is provided to comply with the federal securities laws. It does not create or modify any agreement, relationship, or obligation between you and FPWA (or your financial professional). Please consult your Program Fundamentals and Client Agreement for the terms and conditions that govern your relationship with us. Effective as of June 30, 2020.

FPWA is a registered investment adviser with the U.S. Securities and Exchange Commission. Investment advisory and brokerage services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

FPWA offers investment advisory services that include "wrap fee" advisory programs, discretionary advisory programs, financial planning, and referrals to third-party investment advisers. Our wrap fee programs offer investment advice from FPWA and other investment advisers, as well as securities trades and custody services from our broker-dealer affiliates. In our wrap fee programs and our discretionary advisory programs, a subadviser we hire (which is typically an FPWA affiliate) will have discretion to buy and sell mutual funds, exchange-traded products (ETPs), and/or other securities for your account without your consent to each trade. The subadviser will monitor your account and investments periodically based on the flexibility of the program and investment strategy you have selected. You must meet an account minimum to open an advisory account in most of our programs. Current account minimums are described at [Fidelity.com/communications](https://www.fidelity.com/communications). In some of our programs, you can only invest in Fidelity mutual funds and ETPs.

We provide financial planning to clients enrolled in certain discretionary programs and, for clients at certain asset levels, on a stand-alone basis. Our financial planning services help you evaluate your ability to meet identified goals and can also provide suggestions for changes to your asset allocation. Whether and how to implement any asset allocation or other recommendation provided as part of our financial planning services is your responsibility and is distinct from our discretionary advisory services. Our financial plans are not monitored or updated after they are provided to you. In addition, we provide referral services, which include recommendations to third-party investment advisers to help you with your investment and financial needs. We do not monitor these third-party investment advisers.

For more information regarding our advisory offerings, please see [Fidelity.com/communications](https://www.fidelity.com/communications). Our affiliated broker-dealer, Fidelity Brokerage Services LLC ("FBS"), also offers brokerage accounts and services to retail investors, as described in the accompanying document. Please see [Fidelity.com/communications](https://www.fidelity.com/communications).

Questions you may have:

- *Given my financial situation, should I choose an investment advisory service? Why or why not?*
- *How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications?*
- *What do these qualifications mean?*

What fees will I pay?

Your fees will depend on the investment advisory program you select. See the respective program disclosure document for specific fees at [Fidelity.com/information](https://www.fidelity.com/information). Each wrap fee program charges an advisory fee, typically based on the amount of assets that you have in the program, which covers the ongoing management of your account(s), as well as brokerage, clearing, and custody services provided by FBS and other broker-dealer affiliates and can cover assistance from our representatives and access to financial planning services. Fees are typically deducted from your account in arrears on a quarterly basis. Wrap program fees include most transaction costs and fees to FBS and are generally higher than a typical asset-based advisory fee that does not include transaction costs for brokerage services. Our other discretionary advisory programs also charge asset-based fees or a subscription fee depending on the program. Typically, the more assets there are in your program account, the more you will pay in fees, and we have an incentive to encourage you to increase the assets in your account. Program fees do not include (1) underlying expenses of mutual funds and ETPs purchased for your account (though note that we credit certain revenue we receive from your mutual fund and ETP investments to your program account as explained in your Client Agreement); (2) certain charges resulting from transactions for your account executed with or through unaffiliated broker-dealers; (3) fees of investment advisers we refer you to; and (4) some incidental fees and expenses. In some wrap fee programs we charge an

extra fee if your assets are invested in individual securities through a separately managed account. We charge a fixed fee for our stand-alone financial planning, and we receive a fee from advisers to whom we refer clients.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information regarding program fees, please see [Fidelity.com/information](https://www.fidelity.com/information).

Question you may have: *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.

- FPWA or its affiliates earn more fees when your assets are invested in a product that we (or our affiliates) advise, manage, or sponsor, such as a Fidelity mutual fund or ETP. We will apply a fee credit to address the incentive to invest your assets in these products over others.
- FPWA or its affiliates also earn fees when your assets are invested in some third-party funds and ETPs. We will apply a fee credit to address the incentive to invest your assets in those products over others.
- Our investment advisory programs charge different fees. This creates an incentive for us to recommend advisory programs that pay us or our affiliates higher fees over other programs.

Questions you may have: *How might your conflicts of interest affect me, and how will you address them?*

How do your financial professionals make money?

For more details on conflicts, please see [Fidelity.com/information](https://www.fidelity.com/information).

Our representatives work for both FPWA and our affiliated broker-dealer, FBS, for a salary and either an annual bonus or variable compensation. They earn more from some advisory programs than from other programs, or from providing brokerage services through FBS. Our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that pay less. For more details on compensation, please see [Fidelity.com/information](https://www.fidelity.com/information).

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Additional Information

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- ***Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer?***
- ***Who can I talk to if I have concerns about how this person is treating me?***



Scan for more information

SUPPLEMENTAL INFORMATION

This booklet contains important information about the Fidelity Retirement Plan. Please review the enclosed documents and keep them for your records.

Fidelity Retirement Plan, Basic Plan Document No. 04

IRS Opinion Letters

Fidelity Brokerage Retirement Account Customer Agreement

Privacy Notice

Brokerage Commission and Fee Schedule

Addendum to Brokerage Commission and Fee Schedule



<p align="center">The Fidelity Retirement Plan and Trust Agreement Basic Plan Document No. 04</p>
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Article 1. Introduction

The purpose of the Plan is to create a retirement fund intended to help provide for the future security of the Participants and their Beneficiaries. The Prototype Plan is intended to qualify under Code section 401(a). Depending upon the Adoption Agreement completed by an adopting Employer, the Prototype Plan may be used to implement:

- (a) a profit sharing plan,
- (b) a money purchase pension plan,
- (c) a safe harbor 401(k)/profit sharing plan, or
- (d) a standardized 401(k)/profit sharing plan.

Article 2. Definitions

As used in the Plan the following terms shall have the meanings set forth below:

2.1. Account or Accounts. “Account” or “Accounts” means, with respect to any Participant or Beneficiary, the aggregate of the Participant’s Employer Contribution Account, Elective Contribution Account, Nonelective Employer Contribution Account, and, if permitted under Section 4.15, his Employee Nondeductible Contribution Account, if any, as well as amounts attributable to the Participant’s rollover/transfer contributions, if any. The Plan Administrator shall establish and maintain such other accounts and/or sub-accounts and records as it decides in its discretion to be reasonably required or appropriate in order to discharge its duties under the Plan.

2.2. Adoption Agreement. “Adoption Agreement” means the instrument, completed and executed by the Employer and accepted by the Trustee, in which the Employer adopts the Plan and Trust Agreement and elects its options under the Plan. The Adoption Agreement may be amended by the Employer from time to time, subject to Sections 10.2 and 10.3 of the Plan.

2.3. Affiliated Employer. “Affiliated Employer” means the Employer and any trade or business, whether or not incorporated, which is any of the following:

- (a) a member of a group of controlled corporations (within the meaning of Code section 414(b)) which includes the Employer; or
- (b) a trade or business under common control (within the meaning of Code section 414(c)) with the Employer; or
- (c) a member of an affiliated service group (within the meaning of Code section 414(m)) which includes the Employer; or
- (d) an entity otherwise required to be aggregated with the Employer pursuant to Code section 414(o).

In determining service for eligibility to participate in the Plan, all employees of Affiliated Employers will be treated as employed by a single employer.

2.4. Alternate Payee. “Alternate Payee” means the Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive some or all of the benefits payable under the Plan with respect to such Participant.

2.5. Annuity Starting Date. “Annuity Starting Date” means the first day of the first period for which an amount is paid as an annuity or any other form.

2.6. Beneficiary. “Beneficiary” means the person or entity (including a trust or an estate, in which case the term may mean the trustee or personal representative acting in his or her fiduciary capacity) designated as such by the Participant under Section 7.4 to receive a Participant’s Account upon the Participant’s death, subject to the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder.

2.7. Break in Service. “Break in Service” means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, during which he is not credited with more than 500 Hours of Service. Solely for the purpose of

determining whether a Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited in the 12-month period (as described above) in which the absence begins if the crediting is necessary to prevent a Break in Service in that period or, in all other cases, in the following 12-month period (as described above).

2.8. Business. “Business” means the trade or business of any Employer, the legal form of which may be a corporation, a government entity, a limited liability company, a limited liability partnership, a partnership, an unincorporated sole proprietorship, a professional service corporation, a Subchapter S corporation, a tax exempt organization, or other unincorporated business.

2.9. Catch-Up Contribution. “Catch-Up Contribution” means a contribution described in Section 4.6.

2.10. Code. “Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Reference to a section of the Code shall include that section and any comparable section or sections, or any future statutory provision which amends, supplements, or supersedes that section.

2.11. Compensation.

(a) For an Employee who is not a Self-Employed Individual, “Compensation” means, subject to the limits of this Section 2.11, wages, tips and other compensation paid by the Employer and reportable on Internal Revenue Service Form W-2, excluding deferred compensation, but increased by amounts withheld under a salary reduction agreement in connection with a cash or deferred plan under Code section 401(k), a SIMPLE retirement account under Code section 408(p), a simplified employee pension under Code section 408(k), or a tax-deferred annuity under Code section 403(b), and any amount which is contributed by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code section 125 (cafeteria plans), Code section 132(f)(4) (qualified transportation fringe benefit programs), or Code section 457 (deferred compensation plans of tax exempt organizations). Amounts under Code section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information concerning the Participant’s other health coverage as part of the enrollment process for the health plan.

(b) For an Employee who is a Self-Employed Individual, “Compensation” means the net earnings from self-employment derived by a Self-Employed Individual from the Business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor, excluding items not included in gross income and the deductions allocated to such items; and reduced by (1) contributions by the Employer to qualified plans, to the extent deductible under Code section 404, and (2) any deduction allowed to the Employer under Code section 164(f). Net earnings from a trade or business that is not subject to self-employment tax because a religious exemption is claimed by the individual under Code section 1402(g) shall be included as Compensation.

(c) A Participant’s Compensation for a Plan Year is subject to the limits set forth below:

- (1) For Plan Years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account for determining all contributions provided under the Plan for any Plan Year shall not exceed \$200,000, as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning in that calendar year.

- (2) If a Plan Year consists of fewer than 12 months (a "short Plan Year"), the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is 12.
- (3) If Compensation for any prior Plan Year is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for the prior Plan Year is subject to the applicable annual compensation limit in effect for that prior Plan Year. For this purpose, in determining allocations in Plan Years beginning on or after January 1, 1989, the annual Compensation limit in effect for Plan Years beginning before that date is \$200,000. In addition, in determining allocations in Plan Years beginning on or after January 1, 1994 and prior to January 1, 2002, the annual Compensation limit in effect for the Plan Years beginning before that date is \$150,000.
- (4) If so elected in the Adoption Agreement, Compensation for purposes of allocating Employer contributions shall not include Compensation prior to the date the Employee's participation in the Plan commenced. Any such election in an Adoption Agreement shall not apply for purposes of applying the provisions of Section 13.2.
- (5) Effective for all Differential Wages paid after December 31, 2008, Compensation includes Differential Wages. However, for the purposes of determining the amount or allocation of contributions under Article 4 of the Plan, Differential Wages paid after December 31, 2008 are not included in Compensation.

If the Plan is adopted as an amendment to an existing plan, the definition in this Section 2.11 is effective as of the first day of the Plan Year in which the Plan is adopted.

2.12. Designated Roth Contributions. "Designated Roth Contributions" means a Participant's Elective Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her contribution election.

2.13. Differential Wages. "Differential Wages" means wages paid to an Employee by the Employer with regard to military service meeting the definition of differential wage payment found in Code section 3401(h)(2).

2.14. Disability. "Disability" means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. Disability shall be determined by a licensed physician selected by the Plan Administrator.

2.15. DOL Regulations. "DOL Regulation" means a regulation promulgated under ERISA by the U.S. Department of Labor.

2.16. Effective Date. "Effective Date" means the date specified in the Adoption Agreement, but no earlier than the PPA Effective Date. However, the effective date of any Plan provision resulting from a change in law or applicable guidance will be effective as of the date required by such law or guidance, even if such date is earlier than the Effective Date.

2.17. Elective Contribution Account. "Elective Contribution Account" means an account established on the books of the Trust for the purpose of recording Pre-Tax Elective Contributions and Designated Roth Contributions made on behalf of a Participant pursuant to Article 4 and any income, expenses, gains, or losses incurred thereon.

2.18. Elective Contributions. "Elective Contributions" means any Employer contributions made to the Plan at the election of the Participant, in lieu of cash compensation, and shall include contributions made pursuant to a salary reduction agreement or other contribution mechanism. For purposes of Article 12, with respect to any taxable year, a Participant's Elective Contributions are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code section 401(k), any salary reduction simplified employee pension as described in Code section 408(k)(6), any eligible deferred compensation plan under Code section 457, any plan as described under Code section 501(c)(18), any employer contribution made on the behalf of a participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement, and

any employer contribution under Code section 408(p)(2)(A)(i). The term "Elective Contributions" includes Pre-Tax Elective Contributions and Designated Roth Contributions. "Elective Contributions" shall not include any amounts properly distributed as Excess Amounts.

2.19. Employee. "Employee" means (a) a common-law employee of an Affiliated Employer; (b) in the case of an Affiliated Employer which is a sole proprietorship, the sole proprietor thereof; (c) in the case of an Affiliated Employer which is a partnership, any partner thereof; and (d) any individual treated as an employee of an Affiliated Employer under the "leased employee" rules in Section 11.8 of the Plan. The term "Employee" shall include a Self-Employed Individual and an Owner-Employee, but for purposes of participation in accordance with Section 3.1 shall exclude (1) any individual who is a nonresident alien receiving no earned income from an Affiliated Employer which constitutes income from sources within the United States, (2) any individual included in a unit of employees covered by a collective bargaining agreement as to which retirement benefits were the subject of good faith bargaining, and (3) any individual who is a resident of Puerto Rico.

2.20. Employee Nondeductible Contribution Account. "Employee Nondeductible Contribution Account" means an account established on the books of the Trust for the purpose of recording the employee nondeductible contributions held on behalf of a Participant pursuant to Article 4 and any income, expenses, gains, or losses incurred thereon.

2.21. Employer. "Employer" means the Employer named in the Adoption Agreement, and any successor thereto.

2.22. Employer Contribution Account. "Employer Contribution Account" means an account established on the books of the Trust for the purpose of recording the Employer profit sharing or money purchase contributions made on behalf of a Participant pursuant to Article 4 and any income, expenses, gains, or losses incurred thereon.

2.23. ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder. Reference to a section of ERISA shall include that section and any comparable section or sections, or any future statutory provision which amends, supplements, or supersedes that section.

2.24. Highly Compensated Employee. "Highly Compensated Employee" means any Employee who performs service for the Employer during the "determination year" and who (1) at any time during the "determination year" or the "look-back year" was a five percent owner (as defined in Code section 414(q)) or (2) received Compensation from the Employer during a "look-back year" in excess of \$80,000 (as adjusted pursuant to Code section 415(d)). For this purpose, the "determination year" shall be the Plan Year. The "look-back year" shall be the twelve-month period immediately preceding the "determination year."

2.25. Hour of Service. "Hour of Service" means:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Affiliated Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed.
- (b) Each hour for which an Employee is paid, or entitled to payment, by an Affiliated Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), jury duty, military duty, layoff, or leave of absence; provided, however, that no more than 501 Hours of Service shall be credited under this paragraph (b) to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Plan Year or other computation period). Hours under this paragraph shall be calculated and credited pursuant to DOL Regulation 2530.200b-2, which is incorporated herein by this reference.
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Affiliated Employer; provided, however, that the same Hours of Service shall not be credited under both paragraph (a) or (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the computation period or periods to which the award or payment pertains, rather than the computation period in which the award, agreement, or payment is made.

Hours of Service shall be credited to leased employees in accordance with Section 11.8. If the Employer maintains the plan of a predecessor employer, Hours of Service shall be credited for service with such predecessor employer. Solely for purposes of determining whether a Break in Service has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (i) in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other case, in the following computation period.

2.26. Nonelective Employer Contribution Account. “Nonelective Employer Contribution Account” means an account established on the books of the Trust for the purpose of recording the nonelective Employer contributions held on behalf of a Participant pursuant to Article 4 and any income, expenses, gains or losses incurred thereon.

2.27. Non-Highly Compensated Employee. “Non-Highly Compensated Employee” means any Employee who is not a Highly Compensated Employee.

2.28. Normal Retirement Age. “Normal Retirement Age” means age 59½; provided, however that if the Adoption Agreement provides that the Plan is a money purchase plan, and age 59½ is earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the Employees perform services, effective for Plan Years beginning on or after June 30, 2008, “Normal Retirement Age” means age 62.

2.29. Owner-Employee. “Owner-Employee” means the sole proprietor, if the Employer is a sole proprietorship, or a partner who owns more than 10 percent of either the capital interest or the profits interest, if the Employer is a partnership.

2.30. Paired Plans. “Paired Plans” mean either (a) a combination of a money purchase plan and a profit sharing plan, both of which use this Prototype Plan, or (b) a combination of a defined benefit standardized form plan and this Plan.

2.31. Participant. “Participant” means an Employee who has met the requirements of Section 3.1 or Section 3.2.

2.32. Plan. “Plan” means this Plan and Trust Agreement adopted by the Employer as provided herein and the Adoption Agreement executed by the Employer.

2.33. Plan Administrator. “Plan Administrator” means the person(s) or entity named to administer the Plan (as set forth in Section 11.2) on behalf of the Employer, including any successor plan administrator, as specified in the Adoption Agreement or in another form and manner acceptable to the Trustee. The Plan Administrator is a “named fiduciary” for purposes of ERISA section 402(a)(1) and has the powers and responsibilities with respect to the management and operation of the Plan described herein. If the Plan Administrator resigns, dies or is otherwise unable or unwilling to act as Plan Administrator, the successor plan administrator shall assume the duties of Plan Administrator and shall be responsible for administering and terminating the Plan, as applicable.

2.34. Plan Year. “Plan Year” means the period of 12 consecutive months designated by the Employer in the Adoption Agreement, except that in the case of initial adoption of or termination of the Plan, or in the case of change in Plan Year, a period of less than 12 consecutive months may be designated as the Plan Year.

2.35. PPA Effective Date. “PPA Effective Date” means either (i) the first Plan Year beginning on or after January 1, 2007, or (ii) in the case of the adoption of this Prototype Plan by the Employer after that Plan Year via an amendment to a preexisting plan, the earlier of the effective date of any PPA-required provisions under the preexisting plan or the effective date of the adoption of this Prototype Plan by the Employer.

2.36. Pre-Tax Elective Contributions. “Pre-Tax Elective Contributions” are a Participant’s Elective Contributions made under the Plan that are not includable in the Participant’s gross income at time deferred.

2.37. Prototype Plan. “Prototype Plan” means the form of this Plan and Trust Agreement, as approved from time to time by the Internal Revenue Service.

2.38. Prototype Sponsor. “Prototype Sponsor” means Fidelity Management & Research Company, a Massachusetts corporation, or its successor.

2.39. QDRO. “QDRO” means a qualified domestic relations order within the meaning of Code section 414(p), as determined by the Plan Administrator in accordance with Section 7.9.

2.40. Qualified Nonelective Employer Contribution. “Qualified Nonelective Employer Contribution” means any contribution made by the Employer to the Plan on behalf of Non-Highly Compensated Employees in accordance with Section 4.8, that may be included in determining whether the Plan meets the ADP test described in Section 12.5.

2.41. Qualified Nonelective Employer Contribution Account. “Qualified Nonelective Employer Contribution Account” means an account established on the books of the Trust for the purpose of recording the Qualified Nonelective Employer Contributions held on behalf of a Participant pursuant to Article 4 and any income, expenses, gains or losses incurred thereon.

2.42. Registered Investment Company/Registered Investment Company Shares. “Registered Investment Company” means any one or more corporations or trusts registered under the Investment Company Act of 1940 and acceptable to the Prototype Sponsor and the Trustee, in their discretion, for use under the Plan; and “Registered Investment Company Shares” means the shares, trust certificates, or other evidences of ownership in any such Registered Investment Company.

2.43. Roth Effective Date. “Roth Effective Date” means January 1, 2013 or such later date as Designated Roth Contributions are allowed under this Prototype Plan, as determined by the Prototype Sponsor. However, the Employer may designate a later Roth Effective Date (or opt out of Designated Roth Contributions) in the Adoption Agreement (or addendum thereto) and in no event will the Roth Effective Date be a date earlier than the date the Employer allows Roth Contributions to be made under the Plan.

2.44. Self-Employed Individual. “Self-Employed Individual” means an individual who is not a common-law employee and who has earned income (within the meaning of Code section 401(c)(2)) from the Business (or would have had such earned income if the Business had net profits) for the taxable year.

2.45. Spouse. “Spouse” means the person to whom the Participant is married for purposes of Federal income taxes. A former spouse will be treated as a Spouse to the extent provided in a domestic relations order that has been determined to be qualified domestic relations order (as defined in Code section 414(p)).

2.46. Treasury Regulations. “Treasury Regulation” means a regulation promulgated under the Code by the Internal Revenue Service.

2.47. Trust. “Trust” means the trust fund established under Section 14.1, and “Trustee” means the Trustee named in the Adoption Agreement or any agent or successor to such Trustee, as may be authorized by the Trustee or the Prototype Sponsor.

2.48. Year of Service. “Year of Service” means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, during which he is credited with at least 1,000 Hours of Service; except that in the case of an Employee who returns to service with the Employer after having incurred a Break in Service, the 12-month period shall commence on the date on which he first performs an Hour of Service after the Break in Service, and each anniversary thereof.

Article 3. Participation

3.1. General Rule. Each Employee shall become a Participant on the first day of the calendar month in which he first fulfills the age and service requirements specified by the Employer in the Adoption Agreement. For

purposes of this Section 3.1, an Employee who incurs a Break in Service before completing the required number of Years of Service shall not thereafter be credited with any Year of Service completed prior to the Break in Service. If a Participant is no longer an Employee (as defined in Section 2.19) and has become ineligible to participate but has not incurred a Break in Service, such individual shall participate immediately upon becoming an Employee again. If such a Participant incurs a Break in Service, eligibility shall be determined under the Break in Service rules of this Section 3.1. If an individual who is not an Employee (as defined in Section 2.19) becomes an Employee, such Employee shall participate immediately if he has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

3.2. Special Rule for Former Participants. A former Participant whose employment with the Employer terminates shall again become a Participant on the day on which he first performs an Hour of Service for the Employer after such termination.

Article 4. Contributions

4.1. Contributions by the Employer. Subject to the requirements and limitations contained in this Article 4 and in Article 12, for each Plan Year beginning with the Plan Year in which the Effective Date falls, the Employer shall contribute to the Trust the amount or amounts determined under this Article 4. Any amounts in excess of the deductibility limit under Code section 404 (if applicable) will be subject to an excise tax under Code section 4972. Amounts in excess of the limit under Code section 404 may only be returned to the Employer in accordance with Section 14.2.

4.2. Eligible Participant. An "Eligible Participant" is a Participant who (a) is an active Employee on the last day of the Plan Year, or (b) is credited with more than 500 Hours of Service during the Plan Year, or (c) left employment during the Plan Year on account of death, Disability, or attainment of age 59½ or older. Notwithstanding the preceding sentence, for purposes of Sections 12.5 and 12.8, an "Eligible Participant" is a Participant who is an active Employee on any day during the Plan Year, and for purposes of Sections 4.7 and 4.8 an "Eligible Participant" is a Participant who is both (a) an active Employee on any day during the Plan Year and (b) is a Non-Highly Compensated Employee. An Eligible Participant must have Compensation during the Plan Year to receive a contribution under this Article 4.

4.3. Profit Sharing Plans, Safe Harbor 401(k) /Profit Sharing Plans, and Standardized 401(k) /Profit Sharing Plans. If the Adoption Agreement provides that the Plan is either a profit sharing plan, a safe harbor 401(k)/profit sharing plan, or a standardized 401(k)/profit sharing plan, the Employer profit sharing contribution shall be made in a discretionary amount determined by the Employer each Plan Year. An Employer may make profit sharing contributions whether or not it has current or accumulated profits. In addition, if the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan or standardized 401(k)/profit sharing plan, Elective Contributions shall be permitted in accordance with Section 4.5. If the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan, nonelective Employer contributions shall be made as specified in Section 4.7. Additionally, if the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan, Elective Contributions under Section 4.5 and Nonelective Employer contributions under Section 4.7 shall remain in effect for an entire 12-consecutive-month Plan Year, except as otherwise permitted by section 1.401(k)-3(e) of the Treasury Regulations (permitting maintenance of safe harbor 401(k) arrangements for periods of less than 12 consecutive months in the case of the initial Plan Year of the Plan, the addition of cash or deferred arrangements to certain existing Plans, change of Plan Year, and the final Plan Year of the Plan). If the Adoption Agreement provides that the Plan is a standardized 401(k)/profit sharing plan, Qualified Nonelective Employer Contributions may be made as specified in Section 4.8.

4.4. Money Purchase Plans. If the Adoption Agreement provides that the Plan is a money purchase plan, the Employer money purchase contribution for each Eligible Participant (as defined in Section 4.2) shall be made in accordance with the formula selected by the Employer in the Adoption Agreement.

4.5. Elective Contributions. If the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan or a standardized 401(k)/profit sharing plan, each Participant who is an active Employee may elect to execute a salary reduction agreement with the Employer to reduce his Compensation by a specified percentage or dollar amount per payroll period,

equal to a whole number multiple of one percent. In lieu of specifying a percentage of Compensation reduction, such a Participant may elect to reduce his Compensation by a specified dollar amount per payroll period.

A Participant's salary reduction agreement shall become effective on the first day of the first payroll period for which the Plan Administrator can reasonably process the request, but not earlier than the later of (a) the effective date of the provisions permitting Elective Contributions or (b) the date the Employer adopts such provisions. The Employer shall make an Elective Contribution on behalf of the Participant corresponding to the amount of said reduction. Under no circumstances may a salary reduction agreement be adopted retroactively.

Notwithstanding any other provision of the Plan to the contrary, a Participant may on and after the Roth Effective Date irrevocably designate all or a portion of his Elective Contributions for a calendar year as Designated Roth Contributions. Elective Contributions not designated as Designated Roth Contributions will be treated as Pre-Tax Elective Contributions. Elective Contributions contributed to the Plan as Designated Roth Contributions or as Pre-Tax Elective Contributions may not later be reclassified to the other type under this Plan (in other words, Code section 402A(c)(4) does not apply). A Participant's Designated Roth Contributions will be deposited in the Participant's Designated Roth Contribution account in the Plan. No contribution other than Designated Roth Contributions (and, to the extent provided in Treasury Regulations or applicable IRS guidance, Roth 401(k) rollover contributions) and properly attributable earnings will be credited to each Participant's Designated Roth Contribution account, and gains, losses and other credits or charges will be allocated on a reasonable and consistent basis to such account. The Plan will maintain a record of the amount of Designated Roth Contributions in each Participant's Designated Roth Contribution account.

A Participant may elect to make Elective Contributions, or to change or discontinue the percentage or dollar amount by which his Compensation is reduced by notice to the Employer, in the form and manner prescribed by the Plan Administrator, provided that the Participant must have the effective opportunity to make, change or discontinue an election to make Pre-Tax Elective Contributions or, on and after the Roth Effective Date, Designated Roth Contributions at least once each Plan Year. A Participant may elect to change or discontinue the percentage or dollar amount by which his Compensation is reduced by notice to the Employer within a reasonable period, as specified by the Plan Administrator (but not less than 30 days), of receiving the notice described in Section 12.8.

In order for the Plan to comply with the requirements of Code sections 401(k), 402(g) and 415 or the Treasury Regulations promulgated thereunder (as described in Article 12), at any time during a Plan Year the Plan Administrator may reduce the rate of Elective Contributions to be made on behalf of any Participant, or class of Participants, for the remainder of the Plan Year, or the Plan Administrator may require that all Elective Contributions to be made on behalf of a Participant be discontinued for the remainder of that Plan Year. Upon the close of the Plan Year or such earlier date as the Plan Administrator may determine, any reduction or discontinuance in Elective Contributions shall automatically cease until the Plan Administrator again determines that such a reduction or discontinuance of Elective Contributions is required.

4.6. Catch-Up Contributions. All Participants who are eligible to make Elective Contributions under the Plan and who are projected to attain age 50 (or a higher age) before the close of the taxable year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Code section 414(v). "Catch-Up Contributions" are Elective Contributions made to the Plan that are in excess of an otherwise applicable plan limit and that are made by participants who are age 50 or over by the end of their taxable year. An otherwise applicable plan limit is a limit in the Plan that applies to Elective Contributions without regard to Catch-Up Contributions, such as the limits on annual additions, the dollar limitations on Elective Contributions under Code section 402(g) (not counting Catch-Up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under Code section 401(k)(3). Catch-Up Contributions for a Participant for a taxable year may not exceed (1) the dollar limit on Catch-Up Contributions under Code section 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Contributions, the maximum amount allowed by law. The dollar limit on Catch-Up Contributions under Code section 414(v)(2)(B)(i) is \$5,000 for taxable years beginning in 2006 and later years. After 2006, the \$5,000 limit will be adjusted by the Secretary

of the Treasury for cost-of-living increases under Code section 414(v)(2)(C). Any such adjustments will be in multiples of \$500.

Catch-Up Contributions are not subject to the limits on annual additions, are not counted in the ADP test and are not counted in determining the minimum allocation under Code section 416 (but Catch-Up Contributions made in prior years are counted in determining whether the Plan is top-heavy).

4.7. Nonelective Employer Contributions. If the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan, the Employer shall make a Nonelective Employer contribution for each Eligible Participant (as defined in Section 4.2) for the Plan Year in the amount of 3 percent of such Eligible Participant's Compensation for the Plan Year, provided that the conditions of Section 1.401(k)-2(a)(6) of the Treasury Regulations are satisfied.

4.8. Qualified Nonelective Employer Contributions. If the Adoption Agreement provides that the plan is a standardized 401(k)/profit sharing plan, the Employer may, in its discretion, make a Qualified Nonelective Employer Contribution for the Plan Year in any amount necessary to satisfy or help to satisfy the ADP test described in Section 12.5, provided that the conditions of section 1.401(k)-2(a)(6) of the Treasury Regulations are satisfied. Any Qualified Nonelective Employer Contribution shall be allocated among the Accounts of Eligible Participants (as defined in Section 4.2) either:

- (a) In the ratio that each such Eligible Participant's Compensation for the Plan Year bears to the total Compensation paid to all such Eligible Participants; or
- (b) As a uniform flat dollar amount for each such Eligible Participant for the Plan Year.

Qualified Nonelective Employer Contributions shall be distributable only in accordance with the distribution provisions that are applicable to Elective Contributions.

4.9. Allocation of Profit Sharing Contributions (Nonintegrated Plans). If the Plan is a profit sharing plan (including a safe harbor 401(k)/profit sharing plan or a standardized 401(k)/profit sharing plan) and the Plan is not integrated with Social Security, Employer profit sharing contributions for any Plan Year shall be allocated as of the last day of the Plan Year among the Employer Contribution Accounts of the Eligible Participants (as defined in Section 4.2) in the ratio that each Eligible Participant's Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

4.10. Allocation of Profit Sharing Contributions (Integrated Plans). If the Adoption Agreement provides that the Plan is a profit sharing plan (including a safe harbor 401(k)/profit sharing plan) integrated with Social Security, Employer profit sharing contributions shall be allocated as follows:

- (a) Subject to the overall permitted disparity limits set forth in paragraph (f) below, Employer profit sharing contributions for the Plan Year shall be allocated to Eligible Participants' Accounts in the following manner:

STEP 1: Employer profit sharing contributions shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's total Compensation for the Plan Year bears to all Eligible Participants' total Compensation for the Plan Year, but not in excess of 3 percent of each Eligible Participant's total Compensation for that year.

STEP 2: Any Employer profit sharing contributions remaining after the allocation in Step One shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's Compensation for the Plan Year in excess of the Integration Level bears to the excess Compensation of all Eligible Participants, but not in excess of 3 percent of each Eligible Participant's excess Compensation. For purposes of this Step Two, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit described below, such Eligible Participant's total Compensation for the Plan Year will be taken into account.

STEP 3: Any Employer profit sharing contributions remaining after the allocation in Step Two shall be allocated to each Eligible Participant's Account in the ratio that the sum of each Eligible Participant's total Compensation and Compensation in excess of the Integration Level bears to the sum of all Eligible Participants' total Compensation and Compensation in excess of the Integration Level, but not in excess of the Excess Contribution Percentage, which may not exceed the Profit

Sharing Maximum Disparity Rate. For purposes of this Step Three, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit described below, two times such Eligible Participant's total Compensation for the Plan Year will be taken into account.

STEP 4: Any remaining Employer profit sharing contributions shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's total Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

- (b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under Section 230 of the Social Security Act as of the beginning of the Plan Year.
- (c) "Compensation" means Compensation as defined in Section 2.11 of the Plan.
- (d) The "Profit Sharing Maximum Disparity Rate" shall be the lesser of:
 - (1) 2.7 percent; or
 - (2) the applicable percentage determined in accordance with the table below:

If the Integration Level is more than	But not more than	the applicable percentage is:
\$0	X*	2.7 percent
X*	80 percent of TWB	1.3 percent
80 percent of TWB	Y**	2.4 percent

*X = the greater of \$10,000 or 20 percent of the TWB

**Y = any amount more than 80 percent of the TWB but less than 100 percent of the TWB.

If the Integration Level used is equal to the Taxable Wage Base, the applicable percentage is 2.7 percent.

- (e) "Excess Contribution Percentage" is the percentage of Compensation contributed for each Participant on such Participant's Compensation in excess of the Integration Level, as specified in the Adoption Agreement.
- (f) Overall Permitted Disparity Limits.
 - (1) Annual Overall Permitted Disparity Limit: Notwithstanding the preceding paragraphs, for any Plan Year the Plan benefits any Participant who benefits under another qualified plan or simplified employee pension, as defined in Code section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), Employer profit sharing contributions shall be allocated to the Account of each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or who is employed on the last day of the Plan Year in the ratio that such Eligible Participant's total Compensation bears to the total Compensation of all Eligible Participants.

- (2) Cumulative Permitted Disparity Limit: Effective for Plan Years beginning on or after January 1, 1995, the "Cumulative Permitted Disparity Limit" for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.11. Allocation of Money Purchase Contributions (Nonintegrated Plans). If the Adoption Agreement provides that the Plan is a money purchase plan and is not integrated with Social Security, the Employer money purchase contribution for each Eligible Participant (as defined in Section 4.2) shall be an amount computed using the formula specified in the Adoption Agreement.

4.12. Allocation of Money Purchase Contributions (Integrated Plans). If the Adoption Agreement provides that the Plan is a money purchase plan integrated with Social Security, Employer money purchase contributions shall be allocated as follows:

- (a) Subject to the overall permitted disparity limits set forth in paragraph (d) below, the Employer shall contribute an amount equal to the Base Contribution Percentage specified in the Adoption Agreement (but not less than 3 percent) of each Eligible Participant's Compensation (as defined in Section 2.11 of the Plan) for the Plan Year, up to the Integration Level, plus the Excess Contribution Percentage specified in the Adoption Agreement (not less than 3 percent and not to exceed the Base Contribution Percentage by more than the lesser of (1) the Base Contribution Percentage, or (2) the Money Purchase Maximum Disparity Rate) of such Eligible Participant's Compensation in excess of the Integration Level.

However, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit, the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage multiplied by the Eligible Participant's total Compensation for the Plan Year.

- (b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.
- (c) The Money Purchase Maximum Disparity Rate is equal to the lesser of:
 - (1) 5.7 percent; or
 - (2) the applicable percentage determined in accordance with the table below:

If the Integration Level is more than	But not more than	the applicable percentage is:
\$0	X*	5.7 percent
X*	80 percent of TWB	4.3 percent
80 percent of TWB	Y**	5.4 percent

*X = the greater of \$10,000 or 20 percent of the TWB

**Y = any amount more than 80 percent of the TWB but less than 100 percent of the TWB.

If the Integration Level used is equal to the Taxable Wage Base (TWB), the applicable percentage is 5.7 percent.

- (d) Overall Permitted Disparity Limits.
 - (1) Annual Overall Permitted Disparity Limit. Notwithstanding the preceding paragraph, for any Plan Year this Plan benefits any Eligible Participant who benefits under another qualified plan or simplified employee pension, as defined in Code section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage (as specified in the Adoption Agreement) multiplied by the Eligible Participant's total Compensation for the Plan Year.
 - (2) Cumulative Permitted Disparity Limit. Effective for the Plan Year beginning on or after January 1, 1995, the "Cumulative Permitted Disparity Limit" for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.13. Paired Plans. If an Employer adopts paired profit sharing and money purchase pension plans using this basic plan document, the Adoption Agreement for the money purchase pension plan must provide for a contribution rate of at least 3 percent of each Eligible Participant's Compensation for the Plan Year (unless the Employer has elected a contribution rate of zero (0) percent on the Adoption Agreement for the money purchase pension plan). Only one of the Paired Plans may be integrated with Social Security.

4.14. Time and Manner of Employer Contributions. Employer profit sharing, money purchase contributions, nonelective Employer contributions and Qualified Nonelective Employer Contributions for a Plan Year shall be remitted to the Trustee not later than the due date (including extensions) prescribed by law for filing the Employer's federal income tax return for the taxable year in which the Plan Year ends, or within such other time frame as may be determined by applicable regulation or legislation. The Employer should remit Elective Contributions to the Trustee as of the earliest date on which such contributions can reasonably be segregated from the Employer's general assets, but not later than the 15th business day of the calendar month following the month in which such amount otherwise would have been paid to the Participant, or within such other time frame as may be determined by applicable regulation or legislation. Each Employer contribution shall be accompanied by instructions (in a form and manner acceptable to the Trustee) specifying the names of the Participants who are entitled to participate in such Employer contribution. If the Trustee receives any contribution under the Plan for which instructions have not been furnished, or for which the instructions furnished are, in the opinion of the Trustee, incomplete or unclear, the Trustee may hold the contribution invested in shares of the default investment medium specified in the Adoption Agreement or other form acceptable to the Trustee pending receipt of instructions or clarification acceptable to the Trustee, hold the contribution uninvested pending receipt of instructions or clarification acceptable to the Trustee, or return the contribution to the Employer. In so doing, the Trustee shall not be deemed to have exercised any fiduciary discretion, nor shall the Trustee be liable for any fluctuation in security prices. Each contribution shall also be accompanied by investment instructions pursuant to Section 6.1.

The Trustee shall have no authority to inquire into the correctness of the amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under this Article 4. The Plan Administrator shall be the named fiduciary responsible for ensuring that the Employer remits contributions to the Trust and have the duty and responsibility for the collection of such contributions when not timely made by the Employer, provided that the Plan Administrator [or Employer] may appoint another named fiduciary to handle such responsibility and notify the Trustee of such appointment in writing. In addition, the Employer may also appoint a trustee to establish a separate trust for claims on behalf of the trust for delinquent contributions under the Plan. The Trustee shall be authorized to provide information and records regarding contributions it has received to the Plan Administrator or other named fiduciary, and may accept contributions and/or carry out related allocation instructions from, such named fiduciary upon its request. As a directed trustee pursuant to ERISA section 403(a)(1) for all purposes, the Trustee shall only pursue any claim that the Plan might have with respect to delinquent loan repayments or Plan contributions as specifically directed to do so by the Plan Administrator or other named fiduciary.

4.15. Contributions by Participants. Participants may not make contributions to the Plan (except as provided in Sections 4.5 and 4.6). If the Plan is adopted as an amendment of an existing plan that permitted employees to make nondeductible contributions for any Plan Year beginning after December 31, 1986, such contributions in any such Plan Year may not have exceeded the maximum allowed under the nondiscrimination test contained in Code section 401(m)(2). Any Plan that has accepted employee nondeductible contributions must maintain Employee Nondeductible Contribution Accounts so long as any amounts attributable to such contributions remain in the Trust. Subject to Article 8, a Participant may at any time withdraw amounts credited to his Employee Nondeductible Contribution Account by submitting to the Trustee, through the Plan Administrator, a written request specifying the amount to be withdrawn (which shall not be less than \$100, unless the entire amount credited is less than \$100, in which case the entire amount credited must be withdrawn). Payment of such withdrawals shall be made within 30 days of the Trustee's receipt of such a request. Except to the extent that such withdrawals are made, a Participant's Employee Nondeductible Contribution Account shall be distributable at the same time and in the same manner as his other Accounts.

Article 5. Vesting

5.1. Vesting. A Participant's interest in his Plan Accounts shall immediately become and at all times remain fully vested and nonforfeitable. No Accounts are subject to a vesting schedule.

Article 6. Investment of Contributions

6.1. Direction by Participant. Each Participant shall determine the manner in which contributions allocated to his Account are to be invested or reinvested by providing specific instructions in a form and manner acceptable to the Trustee. The Trustee has no duty to follow instructions that are inconsistent with the applicable requirements of the Code, ERISA or other applicable law or regulation. An investment medium must be consistent with the applicable requirements of the Code, ERISA or other applicable law or regulation and must be acceptable to the Trustee in order to be available under the Plan. If at any time there shall be credited to a Participant's Account an amount(s) for which no such instructions have been furnished, or for which the instructions furnished are, in the opinion of the Trustee, incomplete or unclear, or for which the instructions furnished would require investment in a medium not acceptable to the Trustee for use under the Plan, such amount(s) may be invested in shares of the default investment medium designated in the Participant's most recent investment instructions (which may be written, electronic, or telephonic) or, if the Participant has never provided instructions, as directed by the Employer in the Adoption Agreement or other form acceptable to the Trustee.

If any balance remains in the Account of a deceased Participant, the balance shall be transferred to an Account for the Beneficiary of the deceased Participant (as determined in accordance with Section 7.4), who shall direct the investment of the Account in accordance with this Section 6.1 as if the Beneficiary were a Participant.

The Trustee shall have no duty to question the directions of a Participant or a Beneficiary in the investment of his Account or to advise him regarding the purchase, retention or sale of assets credited to his Account, nor shall the Trustee be liable for any loss which may result from the Participant's or Beneficiary's exercise of control over his Account. The Trustee may designate one or more corporations as its agent or agents for the purpose of receiving investment instructions from Participants and Beneficiaries and for such other purposes as the Trustee may permit.

6.2. Investments. Subject to such reasonable and nondiscriminatory rules, limits and procedures as the Trustee, Plan Administrator, or Employer may establish from time to time to facilitate administration of the Plan, all contributions under the Plan shall be invested and reinvested in one or more of the following, as directed by the Participant (or, following the death of the Participant, the Beneficiary):

- (a) Registered Investment Company Shares;
- (b) marketable securities obtainable over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Trust Company, if permitted by the Prototype Sponsor;
- (c) deposits bearing a reasonable rate of interest and maintained by the Trustee or by any bank acceptable to the Trustee; or
- (d) subject to the applicable requirements of the Code, ERISA, or other applicable law, any other investment medium permitted by the Trustee from time to time.

Any other provision hereof to the contrary notwithstanding, a Participant (or, following the death of the Participant, the Beneficiary) may not direct that any part or all of an Account be invested in employer securities or that any part or all of an Account be invested in assets other than Registered Investment Company Shares unless the aggregate amount which the Participant (or, following the death of the Participant, the Beneficiary) proposes to invest in such assets is at least such minimum amount as the Trustee shall establish from time to time. The Trustee may (but need not) require any Account that is invested in assets other than Registered Investment Company Shares to maintain an investment of not more than \$100 in the default investment medium designated by the Participant (or, following the death of the Participant, the Beneficiary) in his investment instructions (or, if the Participant has not so designated, as designated by the Employer in the Adoption Agreement), in order to provide a medium for investing available cash pending other instructions and for convenience in

collecting fees and expenses from the Account. Commissions and other costs attributable to the acquisition of an investment shall be charged to the Account of the Participant (or, following the death of the Participant, the Beneficiary) for which such investment is acquired. No charge shall be made by Fidelity Management & Research Company for purchase or sale of shares of a Registered Investment Company managed by Fidelity Management & Research Company, other than the charges set forth in the most recent prospectus of such Registered Investment Company.

Provided that the Trustee or its nominee is a bank, trust company or other entity described in Section 2550.403a-1(b) of the DOL Regulations, to the extent applicable, any assets of the Plan may be held in the name of the Trustee or its nominee or nominees, and any assets so held may be commingled with other such assets registered in that name, whether or not held under similar Trust Agreements or in any fiduciary capacity whatsoever; provided, however, that the books of the Trustee shall at all times reflect the identity of the beneficial owners of such assets. The Trustee shall cause to be delivered to each Participant (or, following the death of the Participant, the Beneficiary), at his or her last address of record, all notices, prospectuses, financial statements, proxies and proxy-soliciting materials that may come into the Trustee's possession by reason of the assets held in the Participant's Account. The Participant (or his Beneficiary) may direct the Trustee as to the manner in which any voting rights shall be exercised in a form and manner acceptable to the Trustee and delivered to the Trustee or its designee within the time prescribed by it. The Trustee shall not vote or exercise any other rights with respect to any assets held hereunder except in accordance with the timely written instructions of the Participant for whose Account such assets are held. Notwithstanding the foregoing, to the extent the Plan is subject to ERISA, the requirements of section 2550.403a-1(b) of the DOL Regulations shall be satisfied.

6.3. Reinvestment of Investment Earnings. In the absence of investment instructions pursuant to this Article 6, all dividends, capital gains, income, interest and distributions of every nature received in respect of the assets in a Participant's Account (or, following the death of the Participant, the Beneficiary's Account) shall be reinvested as follows:

- (a) a distribution of any nature received in respect of Registered Investment Company Shares shall be reinvested in additional shares of that Registered Investment Company; and
- (b) any other distribution of any nature received in respect of assets in the Account shall be invested as provided in Section 6.1.

Assets of the Plan shall be valued, at their fair market value, on each December 31 and on such other dates as the Trustee considers necessary or convenient. The income, gains, expenses and losses attributable to a Participant's Account (or, following the death of the Participant, the Beneficiary's Account) shall be credited or debited, as applicable, to his Account alone.

Article 7. Payment of Benefits

7.1. Distributable Events.

- (a) The Participant's Account shall become payable to him or his Beneficiary pursuant to this Article 7 as follows:
 - (1) upon attainment of the Participant's Normal Retirement Age (whether or not employment has terminated);
 - (2) upon the death of the Participant;
 - (3) upon the Disability of the Participant; or
 - (4) upon the severance of the Participant's employment (whether before or after attainment of the Participant's Normal Retirement Age) prior to death or Disability.
- (b) Distributions on account of any of the distributable events described above are subject to the restrictions in this Article 7. Payments from the Plan shall be subject to applicable withholding taxes under the Code.
- (c) Limited in-service withdrawals may be available, as described in Section 7.14.

7.2. Commencement of Benefits. Upon a distributable event described in Section 7.1, a Participant shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with

Section 7.5 and the date on which payment is to commence. A Participant may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7, Article 8, and Article 9; provided, however, that payment of benefits to a Participant must commence within 60 days after the end of the Plan Year in which the Participant reaches Normal Retirement Age, has his 10th anniversary of the year in which he commenced participation in the Plan, or terminates his employment with the Employer, whichever is later. For purposes of this Section 7.2, the failure of a Participant (and his Spouse, if spousal consent is required pursuant to Article 8) to consent to a distribution while a benefit is "immediately distributable" within the meaning of Section 7.6 shall be considered an election to postpone the commencement of payment. Notwithstanding any provision of the Plan to the contrary, to the extent that any optional form of benefit under the Plan permits a distribution prior to the Employee's attainment of Normal Retirement Age, death, Disability, or termination of employment, and prior to plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code section 414(l), to this Plan from a money purchase pension plan qualified under Code section 401(a) (other than any portion of those assets and liabilities attributable to employee nondeductible contributions). The Plan Administrator shall notify the Trustee if a Participant's Accounts contain any such assets.

7.3. Death Benefits. Subject to Section 8.4, the Beneficiary of a deceased Participant who had not received a complete distribution of benefits before his death shall be entitled to benefits under the Plan, in an amount equal to the vested balance of the deceased Participant's Accounts allocated to such Beneficiary at the time of payment, commencing within 60 days after the end of the Plan Year in which the Participant dies; provided, however, that:

- (a) a Beneficiary shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with Section 7.5, and the date on which payment is to commence; and
- (b) a Beneficiary may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7 and Article 9.

In the case of a Participant who dies after having begun to receive a distribution of benefits in installments under Section 7.5(b), distribution of installments shall continue after his death to his Beneficiary subject to Section 9.1(d). In the case of a Participant who dies after having received a distribution under Section 7.5(a) or (c), no death benefit shall be payable from the Plan.

7.4. Designation of Beneficiary. A Participant 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 Participant in a form and manner acceptable to, and filed with, the Trustee. The form most recently completed before the Participant's death and returned to and accepted by the Trustee shall supersede any earlier designation; provided, however, that such designation, change or revocation shall only be valid if it is received and accepted by the Trustee no later than 30 days after the Trustee receives notice of the Participant's death, 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 rollover to an IRA or a transfer to another plan or to an Account for a Beneficiary) prior to the Trustee's receipt and acceptance of such designation, change or revocation. Subject to this Section 7.4 and Section 11.3 below, the Trustee may distribute or transfer any portion of the Account immediately following the death of the Participant under the provisions of the designation then on file with the Trustee, and such distribution or transfer discharges the Trustee from any and all claims as to the portion of the Account so distributed or transferred. If a Participant has not designated any Beneficiary by filing a form with the Trustee or the Plan Administrator before his death, or if no Beneficiary so designated survives the Participant, his Beneficiary shall be his surviving spouse, or if there is no surviving spouse, his estate. A married Participant may designate a Beneficiary other than his Spouse only if his Spouse consents in writing to the designation, and the Spouse's consent acknowledges the effect of the consent and is witnessed by a notary public. The marriage of a Participant shall nullify any designation of a Beneficiary previously executed by the Participant. If it is established to the satisfaction of the Plan Administrator that the Participant has no Spouse or that the Spouse cannot be located, the requirement of spousal consent shall not apply. Any spousal consent obtained pursuant to this Section 7.4, and any decision of the Plan

Administrator that the consent of a Spouse cannot be obtained, shall apply only with respect to the particular Spouse involved.

7.5. Manner of Distribution. Subject to the rules of Article 8 concerning joint and survivor annuities, benefits shall be distributed in one or more of the following forms, as designated in writing by the Participant or Beneficiary:

- (a) a lump sum in cash or in kind;
- (b) a series of substantially equal annual (or more frequent) installments, in cash or in kind;
- (c) for distributions under a Plan adopted prior to January 1, 2003, the following distribution options:
 - (1) a fixed or variable annuity contract, other than a life annuity contract, purchased from an insurance company; and
 - (2) a life annuity contract (with or without a period certain or guaranteed-refund feature) purchased from an insurance company; and
- (d) to the extent provided in Article 8, a Qualified Joint and Survivor Annuity.

If the Plan has been adopted as an amendment of an existing plan, any other form of benefit available under that plan before its amendment shall be made available under the Plan, as provided in Section 15.4. Subject to Article 8, the Account balance of a Participant or Beneficiary who fails to elect a manner of distribution shall be distributed, at the direction of the Plan Administrator, in cash in accordance with paragraph (a) of this Section 7.5.

7.6. Restriction on Immediate Distributions.

- (a) General Rules. The following rules apply:
 - (1) The Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of the Account balance if (i) payment in the form of a QJSA (as defined in Section 8.1(d)) is required with respect to a Participant (because the Participant has a Spouse and the Plan is not a profit sharing plan described in Section 8.2(b)), (ii) either the value of a Participant's vested Account balance exceeds \$5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and (iii) the Account balance is immediately distributable.
 - (2) The Participant must consent to any distribution of his Account balance if (i) Section 7.6(a)(1) above does not apply to the Participant, and (ii) the Account balance is immediately distributable.

The automatic cash-out provisions of Code sections 401(a)(31) and 411(a)(11) do not apply to the Plan.

- (b) The consent of the Participant and the Participant's Spouse shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Account balance is no longer immediately distributable, and for Plan Years beginning after December 31, 2006, the consequences of failing to defer any distribution. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code section 417(a)(3) and a description of the consequences of failing to defer a distribution, and shall be provided no less than 30 days and no more than 180 days prior to the Annuity Starting Date. However, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which Code sections 401(a)(11) and 417 do not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.
- (c) Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Account balance is immediately distributable.

(Furthermore, if payment in the form of a Qualified Joint and Survivor Annuity is not required with respect to the Participant pursuant to Article 8,

only the Participant need consent to the distribution of an Account balance that is immediately distributable). Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Code section 401(a)(9) or Code section 415. In addition, upon termination of the Plan, if the Plan does not offer an annuity option (under Section 7.5(c)) and if the Employer or any entity within the same controlled group as the Employer does not maintain another defined contribution Plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7)), the Participant's Account balance will, without the Participant's consent, be distributed to the Participant. However, if any entity within the same controlled group as the Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7)), then the Participant's Account balance shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

- (d) An Account balance is "immediately distributable" if any part of the Account balance could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) age 62.

7.7. Special Rules for Annuity Contracts. The following rules shall apply to distributions made, in whole or in part, in the form of an annuity contract:

- (a) Any annuity contract distributed under the Plan must be nontransferable.
- (b) The terms of any annuity contract purchased and distributed by the Plan to a Participant or Spouse shall comply with the requirements of this Article 7, Article 8, and Article 9.

7.8. Distribution Procedure. The Trustee shall make or commence distributions to or for the benefit of Participants only on receipt of a direction (in a form acceptable to the Trustee) from the Plan Administrator certifying that a distribution of a Participant's benefits is payable pursuant to the Plan, and specifying the manner and amount of payment. The Trustee shall be fully protected in acting upon the directions of the Plan Administrator in making benefit distributions, and shall have no duty to determine the rights or benefits of any person under the Plan or to inquire into the right or power of the Plan Administrator to direct any such distribution. A beneficiary designation form completed and filed in accordance with Section 7.4 shall be deemed a direction of the Plan Administrator for purposes of this Section 7.8. The Trustee shall be entitled to assume conclusively that any determination by the Plan Administrator with respect to a distribution meets the requirements of the Plan. The Trustee shall not be required to make any payment hereunder in excess of the net realizable value of the assets of the Trust held for the Participant at the time of such payment, nor to make any payment in cash unless the Plan Administrator has furnished instructions in a form and manner acceptable to the Trustee as to the assets to be converted to cash for the purposes of making payment. The Trustee is expressly authorized to liquidate any assets held in a Participant's Account to make a payment under this Section, but shall not be deemed to have exercised any fiduciary discretion in doing so.

7.9. Distribution under a QDRO.

- (a) Distributions of all or any part of a Participant's Account pursuant to the provisions of a QDRO are specifically authorized.
- (b) The Alternate Payee may receive a payment of a benefit under the Plan prior to the date on which the Participant is otherwise entitled to a distribution under the Plan if the QDRO specifically provides for such earlier payment. If the present value of the payment exceeds \$5,000, the Alternate Payee must consent in writing to such distribution.
- (c) The Alternate Payee may receive a payment of benefits under the Plan in any optional form of benefit permitted under Section 7.5 other than a joint and survivor annuity.
- (d) Upon receipt of an order which appears to be a domestic relations order, the Plan Administrator shall promptly notify the Participant and each Alternate Payee of the receipt of the order and provide them with a copy of the procedures established by the Plan Administrator for determining whether the order is a QDRO. While the determination is being made, a separate accounting shall be made with respect to any amounts which would be payable under the order while the determination is being made. If the Plan Administrator determines that the order is a QDRO within 18 months after receipt, the Plan Administrator shall direct the Trustee to establish an Account for the Alternate Payee, who shall direct the investment of such Account in accordance with Section 6.1. The

Plan Administrator shall further instruct the Trustee to begin making payments from the Alternate Payee's Account pursuant to the order when required or as soon as administratively practical or as the Alternate Payee otherwise directs in accordance with the order. If the Plan Administrator determines that the order is not a QDRO, or if no determination is made within 18 months after receipt of the QDRO, then the separately accounted for amounts shall be either restored to the Participant's Account or distributed to the Participant (if the Plan otherwise permits distribution), as if the order did not exist. If the order is subsequently determined to be a QDRO, such determination shall be applied prospectively to payments made after the determination.

7.10. Direct Rollover of Distributions.

- (a) As used in this Section 7.10, the terms set forth below have the following meanings:
 - (1) Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Eligible Recipient, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Recipient or the joint lives (or joint life expectancies) of the Eligible Recipient and the Eligible Recipient's designated beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Code section 401(a)(9) or is on account of a hardship; except as provided in Treasury Regulations or applicable IRS guidance with respect to Roth 401(k) contributions, the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution that is reasonably expected to total less than \$200 during a year (determined taking into the account the provisions of Treas. Reg. section 1.401(k)-1(f)(4)(ii)). For purposes of the \$200 rule, a distribution from a designated Roth account and a distribution from other accounts under the Plan are treated as made under separate plans. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a), or after December 31, 2006 in a direct rollover to an annuity contract described in section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
 - (2) Eligible Plan. An "Eligible Plan" is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, an individual retirement account described in Code section 408(a), effective for a distribution after December 31, 2007, a Roth individual retirement account described in Code section 408A(b), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relation order, as defined in Code section 414(p).
 - (3) Eligible Recipient. "Eligible Recipient" means a Participant, the surviving Spouse of a deceased Participant, an Alternate Payee under a QDRO who is either the Spouse or the former Spouse of a Participant.
- (b) Notwithstanding any other provision of the Plan, an Eligible Recipient may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution that is at least \$500 paid to an Eligible Plan specified by the

Eligible Recipient. Except to the extent provided in Treasury Regulations or applicable IRS guidance with respect to Designated Roth Contributions or Roth rollover contributions, an Eligible Rollover Distribution to an Eligible Recipient who does not make the election described in the preceding sentence will be subject to 20-percent federal income tax withholding or such other rate as may be required by the Code and any applicable state income tax withholding.

- (c) Notwithstanding (a)(2) above, a direct rollover of a distribution from a Designated Roth Contribution account will only be made to another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).
- (d) Notwithstanding anything in this Section 7.10 to the contrary, for distributions after December 31, 2006, a designated beneficiary (as defined in Code section 401(a)(9)(E)) of a Participant who is not the surviving Spouse of the Participant may elect a direct rollover of an Eligible Rollover Distribution to an inherited individual retirement account or annuity as described in Code section 402(c)(8)(B) which is established for the purposes of receiving such a rollover distribution.

7.11. Benefit Claims Procedure.

- (a) Any claim for benefits under the Plan shall be made in writing to the Plan Administrator. If such claim for benefits is wholly or partially denied, the Plan Administrator shall notify the Participant or Beneficiary of the denial of the claim within 90 days after receipt of the claim (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to the claimant within the initial 90-day period). Notwithstanding the foregoing, if a claim is for distribution of benefits under the Plan as a result of a Disability, written notice of the disposition of the claim shall be furnished to the claimant within 45 days after the application is filed. If the claim is unable to be processed within the initial 45-day period for reasons beyond the control of the Plan Administrator, the time for reviewing the claim may be extended an additional 30 days provided that written notice of the extension is provided to the claimant before the initial 45-day review period expires. If at the end of the 30-day extension period, the claim is still unable to be processed due to reasons beyond the control of the Plan Administrator, the time for reviewing the claim may be extended for an additional 30 days provided that written notice of the extension is provided to the claimant before the 30-day extension period expires. Such notice of denial shall:

- (1) be in writing;
- (2) be written in a manner calculated to be understood by the Participant or Beneficiary; and
- (3) contain:
 - (i) the specific reason or reasons for denial of the claim;
 - (ii) a reference to the specific Plan provisions upon which the denial is based;
 - (iii) a description of any additional material or information necessary to perfect the claim, along with an explanation of why such material or information is necessary; and
 - (iv) an explanation of the claims review procedure and the applicable time limits in accordance with the provisions of this Section, as well as a statement of the claimant's right to bring an action under ERISA section 502(a) following an adverse determination upon review.

- (b) Within 60 days after the receipt by the Participant or Beneficiary of a written notice of denial of the claim, or such later time as shall be deemed reasonable taking into account the nature of the benefit subject to the claim and any other attendant circumstances, the Participant or Beneficiary (or his duly authorized representative) may file a written request with the Plan Administrator that it conduct a full and fair review of the denial of the claim for benefits. However, if the claim that was denied was for distribution of benefits under the Plan as a result of a Disability, a claimant shall have 180 days from the date that the claim was denied to file such a request. As part of such a request, the Participant or Beneficiary (or his duly authorized representative) may submit written comments, documents, records, and other information

relating to the claim for benefits (regardless of whether such information was submitted or considered in the initial benefit determination). A claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

- (c) The Plan Administrator shall deliver to the Participant or Beneficiary a written decision on the claim within 60 days after the receipt of the aforementioned request for review, except that if there are special circumstances (such as the need to hold a hearing, if necessary) which require an extension of time for processing, the aforementioned 60-day period shall be extended to 120 days (if written notice of such extension and circumstances is given to the claimant within the initial 60-day period). Notwithstanding the foregoing, if the claim is for distribution of benefits under the Plan as a result of a Disability, a final decision shall be made by the Plan Administrator within 45 days of receipt of the appeal. The Plan may extend the review period for an additional 45 days provided that written notice of the extension is provided to the claimant before the initial 45-day review period expires. Such decisions shall:
 - (1) be written in a manner calculated to be understood by the Participant or Beneficiary;
 - (2) include the specific reason or reasons for the decision;
 - (3) contain a reference to the specific Plan provisions upon which the decision is based;
 - (4) include a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
 - (5) include a statement of the claimant's right to bring an action under ERISA section 502(a).
- (d) The decision of the Plan Administrator shall be final and binding on all parties, unless determined by a court of competent jurisdiction to be arbitrary and capricious.

7.12. Statute of Limitations.

A Participant, Beneficiary or Alternate Payee (collective referred to as "Claimant" in this section) seeking judicial review of an adverse benefit determination under the Plan, whether in whole or in part, must file any suit or legal action (including, without limitation, a civil action under Section 502(a) of ERISA) within 12 months of the date the final adverse benefit determination is issued. Notwithstanding the foregoing, any Claimant that fails to engage in or exhaust the benefit claims procedures must file any suit or legal action within 12 months of the date of the alleged facts or conduct giving rise to the claim (including, without limitation, the date the Claimant alleges he or she became entitled to the Plan benefits requested in the suit or legal action). Nothing in this Plan should be construed to relieve a Claimant of the obligation to exhaust all claims and review procedures under the Plan before filing suit in state or federal court. A Claimant who fails to file such suit or legal action within the 12 months limitation period will lose any rights to bring any such suit or legal action thereafter.

7.13. Recovery of Overpayments.

No Participant or Beneficiary shall have or acquire any right, title or interest in or to the Plan assets or any portion of the Plan assets, except by the actual payment or distribution from the Plan to such Participant or Beneficiary of such Participant's or Beneficiary's benefit to which he or she is entitled under the provisions of the Plan. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the provisions of the Plan, the Plan Administrator will have the right to recover any such excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan from the Participant and/or Beneficiary, as the case may be. Notwithstanding anything to the contrary herein stated, this right of recovery includes, but it not limited to, a right of offset against future benefit payments to be paid under the Plan to the Participant and/or Beneficiary, as the case may be, which the Plan Administrator may exercise in its sole discretion.

7.14. Availability of In-Service Withdrawals.

A Participant shall not be permitted to make a withdrawal from his Plan Account prior to the time provided in Section 7.1, except as provided in this Section 7.14:

- (a) Military Service—Deemed Severance Distributions. Effective for Plan Years beginning on or after January 1, 2009, a Participant performing

service in the uniformed services as described in Code section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer for purposes of Code section 401(k)(2)(B)(i)(I) and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her Account restricted from distribution only due to Code section 401(k)(2)(B)(i)(I). Any distribution taken by a Participant pursuant to the previous sentence shall be considered an eligible rollover distribution pursuant to Section 7.10 of the Plan and any Participant taking such a distribution shall be suspended from making Deferral Contributions and Employee Contributions under the Plan for a period of 6 months following the date of any such distribution.

- (b) **Qualified Reservist Distribution.** Notwithstanding anything herein to the contrary, a Participant ordered or called to active duty for a period in excess of 179 days or for an indefinite period by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code), shall be eligible to elect to receive a Qualified Reservist Distribution. A "Qualified Reservist Distribution" means a distribution from the Participant's Account of amounts attributable to Elective Contributions, provided such distribution is made during the period beginning on the date of the order or call to active duty (but no earlier than September 11, 2001) and ending at the close of the active duty period.
- (c) **Qualified Hurricane Distributions.** Qualified Individuals (as defined in subsection (2) below) may designate all or a portion of a qualifying distribution as a Qualified Hurricane Distribution (as defined in subsection (1) below).
 - (1) A "Qualified Hurricane Distribution" means any distribution made on or after the QHD Effective Date (as defined in subsection (3) below) and before the QHD Distribution Date (as defined in subsection (4) below) to a Qualified Individual, to the extent that such distribution, when aggregated with all other Qualified Hurricane Distributions to the Qualified Individual made under the Plan (and under any other plan maintained by the Employer or a Related Employer), does not exceed \$100,000. A Qualified Hurricane Distribution must be made in accordance with and pursuant to the distribution provisions of the Plan, except that:
 - (i) A Qualified Hurricane Distribution of amounts attributable to Nonelective Employer Contributions, Deferral Contributions and Qualified Nonelective Employer contributions shall be deemed to be made after the occurrence of any distribution pursuant to distributable events otherwise applicable under Code section 401(k)(2)(B)(i), such as termination of employment (and shall be deemed permissible under Section 7.10), and
 - (ii) The requirements of Code sections 401(a)(31), 402(f) and 3405 and Section 7.10 shall not apply.
 - (2) A "Qualified Individual" means any individual whose principal place of abode is within a federally declared disaster area on the date so indicated pursuant to Code section 1400M or other federal law which treats such a person as if Code section 1400M applied.
 - (3) The "QHD Effective Date" means the date upon which Code section 1400M would be made applicable to the Qualified Individual in accordance with (2) above.
 - (4) The "QHD Distribution Date" means the date upon which the Qualified Individual is no longer able to take the distribution pursuant to Code section 1400Q or other federal law which provides Code section 1400Q will apply.
 - (5) An Eligible Employee who received a Qualified Hurricane Distribution, as defined herein, may repay to the Plan the Qualified Hurricane Distribution, provided the Qualified Hurricane Distribution is eligible for tax-free rollover treatment. Any such re-contribution will be treated as having been made in a direct rollover to the Plan, provided it is made during the three-year period beginning on the day after the date on which the Qualified Hurricane Distribution was received and does not exceed the amount of such distribution.

Article 8. Joint and Survivor Annuity Requirements

8.1. Definitions. The following definitions apply to this Article:

- (a) **Election Period.** "Election Period" means the period beginning on the first day of the Plan Year in which a Participant attains age 35 and ending on the date of the Participant's death. If a Participant separates from service before the first day of the Plan Year in which he reaches age 35, the Election Period with respect to his Account balance as of the date of separation shall begin on the date of separation.
- (b) **Earliest Retirement Age.** "Earliest Retirement Age" means the earliest date on which the Participant could elect to receive retirement benefits under the Plan.
- (c) **Qualified Election.** "Qualified Election" means a waiver of a QJSA or a QPSA. Any such waiver shall not be effective unless: (1) the Participant's Spouse consents in writing to the waiver; (2) the waiver designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent); (3) the Spouse's consent acknowledges the effect of the waiver; and (4) the Spouse's consent is witnessed by a notary public. Additionally, a Participant's waiver of the QJSA shall not be effective unless the waiver designates a form of benefit payment which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of the Plan Administrator that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent by a Spouse obtained under these provisions (and any establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to the particular Spouse involved. A consent that permits designations by the Participant without any requirement of further consent by the Spouse must acknowledge that the Spouse has the right to limit the consent to a specific Beneficiary and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of those rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 8.5.
- (d) **Qualified Joint and Survivor Annuity (QJSA).** A "QJSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is not less than 50 percent and not more than 100 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's entire Account Balance. The percentage of the survivor annuity under the Plan shall be 50 percent.
- (e) **Qualified Optional Survivor Annuity (QOSA).** A "QOSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is equal to 75 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's vested Account Balance.
- (f) **Qualified Preretirement Survivor Annuity (QPSA).** A "QPSA" is an annuity purchased for the life of a Participant's surviving Spouse, in accordance with Section 8.4.

8.2. Applicability.

- (a) Generally. The provisions of Sections 8.3 through 8.6 set forth the joint and survivor annuity requirements of Code sections 401(a)(11) and 417 and shall generally apply to a Participant who is credited with at least 1 Hour of Service on or after August 23, 1984, and such other Participants as provided in Section 15.2.
- (b) **Exception for Certain Profit Sharing Plans.** The provisions of Sections 8.3 through 8.6 shall not apply to a Participant in a profit sharing plan (including a safe harbor 401(k)/profit sharing plan or a standardized 401(k)/profit sharing plan) if: (1) the Participant does not or cannot elect payment of benefits in the form of a life annuity, and (2) on the death of the Participant, his vested Account Balance will be paid to his surviving Spouse (unless there is no surviving Spouse, or the surviving Spouse has consented to the designation of another Beneficiary in a

manner conforming to a Qualified Election) and the surviving Spouse may elect to have distribution of the vested Account Balance (adjusted in accordance with Section 6.3 for gains or losses occurring after the Participant's death) commence within the 90-day period following the date of the Participant's death. (The provisions of Section 7.4 meet the requirements of clause (2) of the preceding sentence.) The Participant may waive the spousal death benefit described in this paragraph (b) at any time, provided that no such waiver shall be effective unless it satisfies the conditions applicable under Section 8.1(c) to a Participant's waiver of a QPSA. The exception in this paragraph (b) shall not be operative with respect to a Participant in a profit sharing plan if the Plan:

- (i) is a direct or indirect transferee of a defined benefit plan, money purchase pension plan, target benefit plan, stock bonus plan, or profit sharing plan which is subject to the survivor annuity requirements of Code sections 401(a)(11) and 417; or
 - (ii) is adopted as an amendment of a plan subject to the survivor annuity requirements of Code sections 401(a)(11) and 417.
- (c) Exception for Certain Amounts. The provisions of Sections 8.3 through 8.6 shall not apply to any distribution made on or after the first day of the first Plan Year beginning after December 31, 1988, from or under a separate account attributable solely to accumulated deductible employee contributions as defined in Code section 72(o)(5)(B), and maintained on behalf of a Participant in a money purchase pension plan or a target benefit plan, provided that the exceptions applicable to certain profit sharing plans under paragraph (b) are applicable with respect to the separate account (for this purpose, "vested Account Balance" means the Participant's separate Account balance attributable solely to accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B)).

8.3. Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on the Annuity Starting Date, a married Participant's vested Account Balance shall be paid in the form of a QJSA and an unmarried Participant's vested Account Balance shall be paid in the form of a straight life annuity. In either case, the Participant may elect to have such annuity distributed upon his attainment of the Earliest Retirement Age under the Plan. A "straight life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

8.4. Qualified Preretirement Survivor Annuity. Unless an optional form of benefit has been selected within the Election Period pursuant to a Qualified Election, the vested Account Balance of a Participant who dies before the Annuity Starting Date shall be applied toward the purchase of an annuity for the life of his surviving Spouse (a QPSA). The surviving Spouse may elect to have such annuity distributed within the 90-day period after the Participant's death. For purposes of this Article 8, the term "Spouse" means the current Spouse or surviving Spouse of a Participant, except that a former Spouse will be treated as the Spouse or surviving Spouse (and a current Spouse will not be treated as the Spouse or surviving Spouse) to the extent provided under a QDRO.

8.5. Notice Requirements. In the case of a QJSA, no less than 30 days and no more than 180 days before a Participant's Annuity Starting Date, the Plan Administrator shall provide a written explanation of (a) the terms and conditions of a QJSA and QOSA, (b) the Participant's right to make, and the effect of, an election to waive the QJSA form of benefit, (c) the rights of the Participant's Spouse, and (d) the right to make, and the effect of, a revocation of a previous election to waive the QJSA. The written explanation shall comply with the requirements of section 1.417(a)(3)-1 of the Treasury Regulations. The Annuity Starting Date for a distribution in a form other than a QJSA may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided (1) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the QJSA and elect (with spousal consent) a form of distribution other than a QJSA; (2) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the QJSA is provided to the Participant; and (3) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant. In addition, for distributions on or after December 31, 1996, the Annuity Starting Date may be a date prior to the date

the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver of the 30-day period described above.

In the case of a QPSA, the Plan Administrator shall provide each Participant, within the applicable period for such Participant, a written explanation of the QPSA, in terms and manner comparable to the requirements applicable to the explanation of a QJSA as described in the preceding paragraph. The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after an individual becomes a Participant; and (iii) a reasonable period ending after this Article 8 first applies to the Participant. Notwithstanding the foregoing, in the case of a Participant who separates from service before attaining age 35, notice must be provided within a reasonable period ending after his separation from service.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (i), (ii) and (iii) is the end of the 2-year period beginning 1 year before the date the applicable event occurs, and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which he reaches age 35, notice shall be provided within the 2-year period beginning one year before the separation and ending one year after the separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for the Participant shall be redetermined.

A Participant who will not attain age 35 as of the end of a Plan Year may make a special Qualified Election to waive the QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the QPSA in such terms as are comparable to the explanation required under this Section 8.5. QPSA coverage shall be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article.

8.6. Qualified Optional Survivor Annuity. If a married Participant waives the QJSA in accordance with the requirements of this Article 8, the Participant may elect the QOSA. This Section 8.6 is effective for Plan Years beginning on or after January 1, 2008. However, if the Plan is maintained pursuant to one or more collective bargaining agreements between employee representative and one or more employers ratified on or before August 17, 2006, then this Section 8.6 is effective for Plan Years beginning on or after the earlier of (a) January 1, 2009 or (b) the later of January 1, 2008 or the date on which the last such collective bargaining agreement terminates (determined without regard to any extension thereof after August 17, 2006).

Article 9. Minimum Distribution Requirements

9.1. Required Minimum Distributions.

(a) General Rules.

- (1) Subject to Article 8, Joint and Survivor Annuity Requirements, the requirements of this Article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Article apply to calendar years beginning after December 31, 2002.
- (2) All distributions required under this Article shall be determined and made in accordance with the regulations under Code section 401(a)(9) and the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G).
- (3) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single-sum, may only be made over one of the following periods:
 - (i) the life of the Participant,
 - (ii) the joint lives of the Participant and a designated Beneficiary,
 - (iii) a period certain not extending beyond the life expectancy of the Participant, or
 - (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.

- (4) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 9.1, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and Section 15.3.
- (b) Time and Manner of Distribution.
- (1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (2) Death of Participant Before Distributions Begin. If the Participant dies before the distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, except as otherwise elected under Section 9.1(f), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, except as otherwise elected under Section 9.1(f), distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 9.1(b)(2), other than Section 9.1(b)(2)(i), will apply as if the surviving Spouse were the Participant.
- For purposes of this Section 9.1(b)(2) and Section 9.1(d), unless Section 9.1(b)(2)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 9.1(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 9.1(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions required to begin to the surviving Spouse under Section 9.1(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.
- (3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Section 9.1(c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury Regulations.
- (c) Required Minimum Distributions during Participant's Lifetime.
- (1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9, Q&A-2 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9, Q&A-3 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.
- (2) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required minimum distributions will be determined under this Section 9.1(c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.
- (d) Required Minimum Distributions after Participant's Death.
- (1) Death On or After Date Distributions Begin.
- Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
 - The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.
 - If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (2) Death before Date Distributions Begin.
- Participant Survived by Designated Beneficiary. Except as otherwise elected under Section 9.1(f), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 9.1(d)(1).
 - No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 9.1(b)(2)(i), this Section 9.1(d)(2) will apply as if the surviving Spouse were the Participant.

(e) Definitions.

- (1) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 7.4 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4 of the Treasury Regulations.
- (2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 9.1(b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of the distribution calendar year.
- (3) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9, Q&A-1 of the Treasury Regulations.
- (4) Participant's Account balance. The Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (5) Required Beginning Date. The later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, except that distributions to a 5-percent owner must commence by the April 1 of the calendar year following the calendar year in which such Participant attains age 70½.
- (6) 5% Owner. A Participant who is a 5-percent owner as defined in Code section 416(i) (determined in accordance with Code section 416 but without regard to whether the Plan is top heavy) at any time during the Plan Year ending with or within the calendar year in which he attains age 66½, or any subsequent Plan Year. Once distributions have begun to a 5-percent owner under this Article 9, they must continue, even if the Participant ceases to be a 5-percent owner in a subsequent year.
- (f) Participants or Beneficiaries May Elect 5-Year Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Sections 9.1(b)(2) and 9.1(d)(2) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 9.1(b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph (f), distributions will be made in accordance with Sections 9.1(b)(2) or 9.1(d)(2).

9.2. Modification of Required Minimum Distributions for 2009.

- (a) Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions specifically equal to the 2009 RMDs, did not receive those distributions for 2009 unless the Participant or Beneficiary elected to receive such distributions.
- (b) Any Participant or Beneficiary who had elected a systematic withdrawal plan ("installments") to satisfy (in part or wholly) a 2009 RMD was permitted to elect to stop those installments.

- (c) For only those Participants and Beneficiaries who have made the election described in 9.2(a), a partial withdrawal was available to allow such a Participant or Beneficiary to withdraw any part of his or her Account prior to December 31, 2009.
- (d) Participants and Beneficiaries described in 9.2(a) were provided the opportunity to elect to receive 2009 RMDs as described in the preceding sentences of Section 9.2.
- (e) Notwithstanding Article 9 of the Plan, and solely for purposes of applying the direct rollover provisions of the plan, 2009 RMDs were treated as eligible rollover distributions.

Article 10. Amendment and Termination

10.1. Prototype Sponsor's Right to Amend. The Prototype Sponsor may amend any part of the Prototype Plan by delivering written notice of such amendment to the Employer; provided, however, that:

- (a) the Prototype Sponsor shall have no power to amend or terminate the Prototype Plan in such manner as would cause or permit any part of the assets in the Trust to be diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries as described in Section 14.2, or as would cause or permit any portion of such assets to revert to or become the property of the Employer in violation of such Section;
- (b) the Prototype Sponsor shall not have the right to amend the Prototype Plan in a manner that violates Section 10.3;
- (c) the Prototype Sponsor shall have no power to amend the Prototype Plan in such a manner as would increase the duties or liabilities of the Trustee unless the Trustee consents thereto in writing; and
- (d) for purposes of reliance on an opinion or determination letter, the Prototype Sponsor will no longer have the authority to amend the Prototype Plan on behalf of the Employer as of the date (i) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2011-49 that is not permitted under the M&P program, or (ii) the Internal Revenue Service notifies the Employer, in accordance with section 24.03 of Rev. Proc. 2011-49, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

10.2. Employer's Right to Amend. The Employer may at any time and from time to time modify or amend the Plan in whole or in part (including retroactive amendments); provided, however, that any such amendment (other than an amendment described in paragraphs (a), (b), (c) or (d) below) shall constitute substitution by the Employer of an individually designed plan for the approved Prototype Plan, including an amendment because of a waiver of the minimum funding requirement under Code section 412(d). In the event of such an amendment, the Trustee shall resign pursuant to Section 14.6. The following amendments shall not cause the Plan to be an individually designed plan:

- (a) a change of the Employer's prior choice of an optional provision indicated on the Adoption Agreement;
- (b) the addition or modification of provisions stated in the Adoption Agreement to allow the Plan to satisfy Code section 415, or to avoid duplication of minimum benefits under Code section 416 because of the required aggregation of multiple plans;
- (c) the addition of certain sample or model amendments published by the Internal Revenue Service or other required good-faith amendments which specifically provide that their adoption will not cause a plan to be treated as individually designed; or
- (d) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross references that merely correct a reference but that do not in any way change the original intended meaning of the provisions.

An election made by the Employer within the terms of the Prototype Plan shall be deemed to continue after amendment of the Prototype Plan by the Prototype Sponsor and until the Employer expressly further amends the election by execution of a written document.

10.3. Certain Amendments Prohibited. No amendment to the Plan shall be effective to the extent that it has the effect of reducing a Participant's accrued benefit. An amendment shall be treated as reducing a Participant's

accrued benefit if it has the effect of reducing his Account balance (except that a Participant's Account balance may be reduced to the extent permitted by Code section 412(d)(2)) with respect to amounts attributable to contributions made before the adoption of the amendment. Furthermore, if the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the vested percentage (determined as of such date) of such Participant's Employer-derived Account balance shall not be less than the percentage computed under the Plan without regard to such amendment. No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to an amendment that eliminates or restricts the ability of a Participant to receive payment of his Account balance under a particular optional form of benefit if the amendment satisfies the conditions in (a) and (b) below:

- (a) The amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit eliminated or restricted. For purposes of paragraph (a), a single-sum distribution form is otherwise identical only if it is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.
- (b) The amendment is not effective unless the amendment provides that the amendment shall not apply to any distribution with an Annuity Starting Date earlier than the earlier of: (1) the 90th day after the date the Participant receiving the distribution has been furnished a summary that reflects the amendment and that satisfies the ERISA requirements at 29 CFR 2520.104b-3 relating to a summary of material modifications or (2) the first day of the second Plan Year following the Plan Year in which the amendment is adopted.

10.4. Amendment of Vesting Schedule. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's vested percentage, each Participant with at least 3 Years of Service with the Employer may elect, within a reasonable period (as determined by the Plan Administrator) after the adoption of the amendment or change, to have the vested percentage computed under the Plan without regard to such amendment or change.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (a) 60 days after the amendment is adopted;
- (b) 60 days after the amendment becomes effective; or
- (c) 60 days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

10.5. Maintenance of Benefit upon Plan Merger. If there is a merger or consolidation with, or transfer of assets or liabilities to any other plan, each Participant shall receive a benefit immediately after such merger, consolidation, or transfer (as if the Plan were then terminated) which is at least equal to the benefit to which the Participant was entitled immediately before such merger, consolidation, or transfer (as if the Plan had been terminated).

10.6. Termination of the Plan and Trust. The Employer may terminate the Plan, or the Plan and the Trust, at any time by delivering to the Trustee a written notice signed by or on behalf of the Employer and specifying the date or dates as of which the Plan and Trust shall terminate. If the Employer no longer exists as a legal entity, if the Employer is a natural person and is deceased, or if so ordered by a court of competent jurisdiction, the Trustee, in its discretion, may terminate the Plan or permit another person or entity to terminate the Plan. The Trustee and any such person or entity shall each have the power to complete all filings, forms, or other procedures permitted or required by law in connection with such plan termination, but the Trustee shall not be liable for any actions or inactions of the Employer or any such person or entity with respect to the Plan's operation.

10.7. Procedure upon Termination of Trust. As soon as administratively feasible after the stated date that the Plan terminates pursuant to Section 10.6, the Trustee shall, after paying all expenses of the Trust, allocating any unallocated assets of the Trust, and adjusting all Accounts to reflect such expenses and allocations, distribute to Participants, former Participants and Beneficiaries the assets credited to their Accounts in accordance with the instructions of the Plan Administrator or the Employer; provided, however,

that the Trustee shall not be required to make any such distribution until it has received notice of any determination by the Internal Revenue Service which the Trustee may reasonably require. Each such distribution shall be made promptly in accordance with Article 7. Upon completion of such distribution the Trustee shall be relieved from all further liability with respect to all amounts so paid.

10.8. Transfers to the Pension Benefit Guaranty Corporation upon Plan Termination. Effective on and after January 1, 2007, in the event that the Employer terminates the Plan, as described in Articles 10.6 and 10.7, and, at the time the whereabouts of one or more distributees are unknown and the Employer so directs the Trustee, subject to applicable guidance, the Trustee shall transfer the Accounts of such distributees to the Pension Benefit Guaranty Corporation.

Article 11. Miscellaneous

11.1. Status of Participants. Neither the establishment of the Plan and the Trust or any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer or the Trustee, and in no event shall the terms of employment of any Employee or Participant be modified or in any way be affected hereby.

11.2. Administration of the Plan.

(a) Responsibilities of the Employer. The Employer shall have the following responsibilities with respect to administration of the Plan:

- (1) The Employer shall appoint a Plan Administrator to administer the Plan. In absence of such an appointment, the Employer shall serve as Plan Administrator. The Employer may remove and reappoint a Plan Administrator from time to time.
- (2) The Employer shall, formally or informally, review the performance from time to time of persons appointed by it or to which duties have been delegated by it, such as the Trustee and Plan Administrator (if the Employer is not the Plan Administrator).
- (3) If the Employer is not the Plan Administrator, the Employer shall supply the Plan Administrator in a timely manner with all information necessary for it to fulfill its responsibilities under the Plan. The Plan Administrator may rely upon such information and shall have no duty to verify it.

(b) Rights and Responsibilities of Plan Administrator. The Plan Administrator shall administer the Plan according to the Plan's terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries.

- (1) The Plan Administrator's responsibilities shall include but not be limited to the following:
 - (i) Determining all questions relating to the eligibility of Employees to participate or remain Participants hereunder, based on the information provided by the Employer.
 - (ii) Computing, certifying and directing the Trustee with respect to the amount and form of benefits to which a Participant may be entitled hereunder.
 - (iii) Authorizing and directing the Trustee with respect to disbursements from the Trust.
 - (iv) Maintaining all necessary records for administration of the Plan.
 - (v) Interpreting the provisions of the Plan and preparing and publishing rules and operational procedures for the Plan that are not inconsistent with its terms and provisions.
 - (vi) Complying with any applicable requirements of the Code and ERISA, including, but not limited to, reporting, disclosure and notice requirements such as annual reports (under ERISA section 101(b)), summary annual reports (under ERISA section 104(b)), summary plan descriptions (under ERISA section 101(a)), summaries of material modifications (under ERISA section 101(a)), special tax notices (under Code section 402(f)), notices regarding consent for distributions (under Code section 411(a)(11)), written explanations of QJSAs, QOSAs and QPSAs (under Code section 417(a)), and the Code section 401(k) safe harbor notice described in Section 12.8.

- (2) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the discretionary power to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination shall be conclusive and binding upon all persons in the absence of clear and convincing evidence that the Plan Administrator acted arbitrarily and capriciously (as determined by a court of competent jurisdiction). However, all discretionary acts, interpretations and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied. No action shall be taken which would be inconsistent with the intent that the Plan remain qualified under Code section 401(a). The Plan Administrator is specifically authorized to employ or retain suitable employees, agents, and counsel as may be necessary or advisable to fulfill its responsibilities hereunder, and to pay their reasonable compensation, which may, in the discretion of the Plan Administrator and to the extent permitted by law, be reimbursed from the Trust if not paid by the Employer within 30 days after the Plan Administrator advises the Employer of the amount owed.
 - (3) The Plan Administrator shall serve as the designated agent for legal process under the Plan. Service of summons, subpoena, or other legal process of a court upon the Trustee in its capacity as such shall also constitute service upon the Plan.
 - (4) In carrying out its duties and responsibilities hereunder, the Plan Administrator shall, to the extent the Plan is subject to ERISA, act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims or, if the Plan is not subject to ERISA, in accordance with the standards of applicable law.
- (c) Death or Incapacity of the Plan Administrator. If the Plan Administrator dies or becomes incapacitated and a successor Plan Administrator is not appointed in accordance with the terms of the Plan and Adoption Agreement (or other applicable procedures satisfactory to the Trustee), the Trustee may rely on the instructions of the executor or administrator of the Plan Administrator's estate in the case of death or a court-appointed guardian or conservator (or other legally authorized representative under applicable state law) in the case of incapacity, provided that such instructions are made in accordance with the terms of the Plan and in a form and manner acceptable to the Trustee. If, notwithstanding the provisions of this Section 11.2(c) the Trustee has not received proper instructions regarding the Plan and provided that the Plan is not subject to ERISA, the surviving spouse of the Plan Administrator shall be deemed to be the Plan Administrator for the limited purpose of providing distribution instructions to the Trustee.
- (d) Missing Plan Administrator. The Trustee may use reasonable efforts to locate a missing Plan Administrator, including the use of a locator service. If a missing Plan Administrator is unable to be located (or if no successor Plan Administrator can be determined) notwithstanding reasonable efforts by the Trustee, the Trustee, in its sole discretion, may rely on a court order or the instructions of a Participant or, following a Beneficiary's notification to the Trustee of the death of a Participant, a Beneficiary regarding distributions from the Plan to said Participant or Beneficiary.

11.3. Transfers and Rollovers. Notwithstanding any other provision hereof, with the consent of the Trustee, the Plan Administrator may cause to be transferred to the Plan all or any of the assets held in any other plan which satisfies the applicable requirements of Code section 401, and which is maintained by the Employer for the benefit of any of the Participants. Any such assets so transferred shall be accompanied by written instructions from the Plan Administrator, which shall be conclusive, naming the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and identifying the assets attributable to the various contributions. The Plan Administrator, with the consent of the Trustee, may permit an Employee (whether or not a Participant) to transfer or cause to be transferred to the Plan any assets held for his benefit in a qualified plan of a former employer of his or in an individual retirement savings plan which has been used by the Employee exclusively as a conduit for a prior distribution of assets held for his benefit in his former employer's qualified plan. Such a transfer shall be made in the form of cash (excluding currency) or property permitted as an investment hereunder or readily marketable assets, either:

- (a) directly between the trustee or custodian of the prior employer's plan and the Trustee, in which case the transferred assets shall be accompanied by written instructions showing separately the respective contributions by the prior employer and by the transferring Employee, and identifying the assets attributable to the various contributions; or
- (b) by the Employee to the Trustee, in which case the assets transferred must be accompanied by a written representation by the Employee that the assets meet the requirements for rollover contributions set forth in Code section 402(c) and (e) or Code section 408(d)(3) (whichever is applicable).

If permitted by the Trustee in a form and manner acceptable to it, the Plan will accept Participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001 (including rollover contributions received by the Participant as a surviving Spouse, or a Spouse or former Spouse who is an Alternate Payee pursuant to a qualified domestic relations order), from the following types of plans:

- (1) qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions (except as provided below with respect to Roth 401(k) contributions);
- (2) an annuity contract described in Code section 403(b), excluding after-tax employee contributions (except as provided below with respect to Roth 403(b) contributions);
- (3) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and
- (4) Participant rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Code section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income (except as provided below with respect to Roth IRA contributions).

Notwithstanding the foregoing, a rollover/transfer of a Roth 401(k) or Roth 403(b) contribution balance to the Plan shall be permitted in accordance with Treasury Regulations or applicable IRS guidance under the rules of Code section 402(c) after both (i) the Roth Effective Date and (ii) the establishment of a Designated Roth Contribution account under the Plan for the benefit of the Participant making the rollover/transfer. No rollover/transfer contribution may be made to the Plan unless such contribution has been approved by the Plan Administrator. The Trustee shall not accept assets unless they are in a medium proper for investment hereunder or in cash (excluding currency). It shall hold the assets for investment in accordance with the provisions of Article 6, and shall in accordance with the written instructions of the Employer make appropriate credits to the Employer Contribution Account of the Employee for whose benefit assets have been transferred or such other account and/or subaccount as the Plan Administrator may deem appropriate. Any amounts so credited as contributions previously made by an employer or by an Employee under a transferor plan, as specified by the Employer, shall be treated as contributions previously made under the Plan by the Employer or by the Employee, as the case may be. For purposes of Section 4.15 concerning withdrawal of Employee nondeductible contributions, employee nondeductible contributions made by an Employee under any other plan and transferred to this Plan pursuant to paragraph (a) of this Section 11.3 shall be considered Employee nondeductible contributions held under this Plan pursuant to Section 4.15.

Subject to the provisions of Article 14, the Plan Administrator may direct the Trustee to transfer assets held in the Trust for the account of a former Participant to the custodian or trustee of any other plan or plans maintained by the employer of the former Participant for the benefit of the former Participant, or to the custodian or trustee of an individual retirement plan established by the former Participant, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code. The assets so transferred shall be accompanied by written instructions from the Employer naming the person for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by the Participant, and identifying the assets attributable to the various contributions. If the Employer transfers the assets of the Plan to another custodian or trustee, the Employer shall be responsible for ensuring that the Accounts of all Participants, former Participants, and Beneficiaries are also transferred to such custodian or trustee at the same time. The Trustee shall have no further liabilities under the terms of this Agreement with respect to assets so transferred.

11.4. Condition of Plan and Trust Agreement. It is a condition of the Plan, and each Employee by participating herein expressly agrees, that he shall look solely to the assets of the Trust for the payment of any benefit under the Plan.

11.5. Inalienability of Benefits. The benefits provided hereunder shall not be subject to alienation, pledge, use as security for a loan, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized; provided, however, that the rule just stated shall not apply in the case of a QDRO or any domestic relations order entered before January 1, 1985. Furthermore, notwithstanding any provisions of this Section 11.5 to the contrary, the benefits provided hereunder to a Participant may be offset pursuant to either (a) a judgment, (b) an order, (c) a decree, or (d) a settlement agreement, any of which involves the Participant's actions with respect to the Plan and otherwise satisfies the conditions of Code section 401(a)(13)(C); provided that the requirements of Code section 401(a)(13)(C) and (D) are met, to the extent they are applicable.

11.6. Governing Law. The Plan shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts to the extent not pre-empted by the laws of the United States of America (including ERISA); any provision of the Plan in conflict with applicable federal law shall survive to the extent permitted by that law. References to ERISA or to DOL Regulations or other guidance under ERISA shall apply only to the extent that the Plan is subject to ERISA and is not excluded from coverage under ERISA pursuant to DOL Regulation Section 2510.3-3(b) or otherwise.

11.7. Failure of Qualification. If the Plan as maintained by the Employer fails to attain or to maintain qualification under the Code, it shall be considered an individually designed plan and no longer a Prototype Plan; upon knowledge of such event the Trustee shall resign pursuant to Section 14.6. An Employer who is not entitled to rely on the opinion letter issued to the Prototype Sponsor with respect to the Prototype Plan, as set forth in the Adoption Agreement, shall promptly apply for a determination letter as to the Plan.

11.8. Leased Employees. Any leased employee within the meaning of Code section 414(n) shall be treated as an employee of the recipient employer; however, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. The preceding sentence shall not apply to any person who would otherwise be considered a leased employee, if leased employees do not constitute more than 20 percent of the recipient's non-highly compensated workforce (as defined by Code section 414(n)(5)(C)(ii)), and such employee is covered by a money purchase pension plan providing: (a) a non-integrated employer contribution rate of at least 10 percent of compensation (as defined in Code section 415(c)(3), but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code section 125, Code section 402(e)(3), Code section 402(h)(1)(B) or Code section 403(b)), (b) immediate participation, and (c) full and immediate vesting. The term "leased employee" means any person (other than an employee of the Employer) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient employer.

11.9. Veterans Reemployment Rights. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code section 414(u). Notwithstanding the foregoing and for all purposes other than calculating Plan contributions under Article 4, in the case of a Participant who dies on or after January 1, 2007 and while performing qualified military service as defined in Code section 414(u)(5), such participant shall be treated as having resumed employment pursuant to this Section on the day prior to his/her death and then terminating on account of death.

11.10. Directions, Notices and Disclosure. Any notice or other communication in connection with the Plan shall be deemed delivered in writing if addressed as provided below and if either actually delivered at said address or, in the case of a letter, three business days shall have elapsed after the same shall have been deposited in the United States mail, first-class postage prepaid and registered or certified:

- (a) if to the Employer or Plan Administrator, to it at the most recent address of record communicated to the Trustee, and, if to the Employer, to the attention of the most recent contact communicated to the Trustee;
 - (b) if to the Trustee, to it at the address set forth in the Adoption Agreement;
- or, in each case at such other address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.

Any direction, notice or other communication provided to the Employer, the Plan Administrator or the Trustee by another party which is stipulated to be in written form under the provisions of the Plan may also be provided in any medium which is permitted under applicable law or regulation. Any written communication or disclosure to Participants required under the provisions of the Plan may be provided in any other medium (electronic, telephone or otherwise) that is permitted under applicable law or regulation.

11.11. No Tax Advice. Neither the Trustee nor the Prototype Sponsor, nor any affiliate of either the Trustee or the Prototype Sponsor shall provide tax or legal advice. Employers, Plan Administrators, Participants and Beneficiaries are strongly encouraged to consult with their attorneys or tax advisors with regard to their specific situations.

11.12. Missing Participants. If a distribution is required under the terms of the Plan, the Plan Administrator shall provide the Trustee with the information necessary to make such distribution, including the last known address of the Participant or Beneficiary.

11.13. Incapacitated Participant or Beneficiary. In the event the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Plan Administrator may direct the Trustee to disburse any payments due to such Participant or Beneficiary to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient, to the extent such individual has furnished satisfactory evidence of such status to the Plan Administrator. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient. The Plan Administrator will not be liable for any payments made under this Section and will have no obligation to inquire as to the competence of an individual entitled to receive any payments under this section.

Article 12. Limitations on Contributions

12.1. Definitions. For purposes of this Article 12, the following terms shall have the meanings set forth below:

- (a) Annual Additions. "Annual Additions" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:
 - (1) Employer contributions, other than Catch-Up Contributions;
 - (2) for any Plan Year beginning after December 31, 1986, employee nondeductible contributions;
 - (3) forfeitures; and
 - (4) allocations under a simplified employee pension.

For this purpose, any Excess Amount (as defined below) applied under Section 12.2 or 12.3 in the Limitation Year (as defined below) to reduce Employer contributions shall be considered Annual Additions for such Limitation Year. Amounts allocated after March 31, 1984 to an individual medical account, as defined in Code section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as Annual Additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer, are treated as Annual Additions to a defined contribution plan. A "restorative payment" as defined in Treasury Regulation section 1.415(c)-1(b)(2)(ii)(c) shall not be included as an Annual Addition.

- (b) Compensation. "Compensation" means a Participant's earned income, wages, salaries, and fees for professional services and other amounts

received (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements, and expense allowances under a nonaccountable plan (as described in Treasury Regulation section 1.62-2(c), and excluding the following:

- (1) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan, or any distributions from a plan of deferred compensation;
- (2) amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (3) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- (4) other amounts which received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Code section 403(b) (whether or not the amounts are actually excludable from the gross income of the Employee).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

For purposes of applying the limitations of this Article, Compensation paid or made available during such limitation year shall include any elective deferral (as defined in Code section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125, 132(f)(4), or 457. Amounts under Code section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.

For any Self-Employed Individual, Compensation shall mean earned income (as described in Code section 401(c)(2) and the Treasury Regulations promulgated thereunder), plus amounts deferred at the election of the Self-Employed Individual that would be includible in gross income but for the rules of section 402(e)(3), 402(h)(1)(B), 402(k) or 457(b).

Compensation for a Limitation Year shall also include compensation paid by the later of 2½ months after an Employee's severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer maintaining the Plan, if:

- (i) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or
- (ii) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued.

Any payments not described above shall not be considered Compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, (a) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the

Employer rather than entering qualified military service; or (b) compensation paid to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code section 414(q), immediately before becoming disabled.

Back pay, within the meaning of section 1.415(c)-2(g)(8) of the Treasury Regulations, shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a non-resident alien, as defined in Code section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

For Limitation Years beginning on or after July 1, 2007, Compensation shall be limited to amounts not in excess of the limit of Code section 401(a)(17) as amended.

- (c) **Deferral Ratio.** "Deferral Ratio" means the ratio (expressed as a percentage) of (1) the amount of Includible Contributions made on behalf of an Eligible Participant for the Plan Year to (2) an Eligible Participant's Compensation for such Plan Year. An Eligible Participant who does not receive Includible Contributions for a Plan Year shall have a Deferral Ratio of zero.
- (d) **Defined Contribution Dollar Limitation.** "Defined Contribution Dollar Limitation" means \$40,000, as adjusted under Code section 415(d).
- (e) **Employer.** For purposes of this Article 12, "Employer" means the employer that adopts the Plan, and all members of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), all commonly controlled trades or businesses (as defined in Code section 414(c) as modified by Code section 415(h)) or affiliated service groups (as defined in Code section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code section 414(o).
- (f) **Excess Amount.** "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.
- (g) **Excess Contributions.** "Excess Contributions" means, with respect to any Plan Year, the excess of
 - (1) The aggregate amount of Includible Contributions actually taken into account in computing the average deferral percentage of Eligible Participants who are Highly Compensated Employees for such Plan Year, over
 - (2) The maximum amount of Includible Contributions permitted to be made on behalf of Highly Compensated Employees under Section 12.5 (determined by reducing Includible Contributions made for the Plan Year on behalf of Eligible Participants who are Highly Compensated Employees in order of their Deferral Ratios, beginning with the highest of such Deferral Ratios).
- (h) **Excess Deferrals.** "Excess Deferrals" shall mean those Elective Contributions that are includible in a Participant's gross income under Code section 402(g) of the Code to the extent such Participant's Elective Contributions for a taxable year exceed the dollar limitation under such Code section (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Code section 414(v)). Excess Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.
- (i) **Includible Contributions.** "Includible Contributions" mean:
 - (1) Any Elective Contribution (other than Catch-Up Contributions) made on behalf of an Eligible Participant, including Excess Deferrals of Highly Compensated Employees, but excluding Excess Deferrals of Non-Highly Compensated Employees that arise solely from Elective Contributions made under the Plan or plans maintained by the Employer;
 - (2) At the election of the Employer, Qualified Nonelective Employer Contributions.

To be included in determining an Eligible Participant's Deferral Ratio for the Plan Year, Includible Contributions must be allocated to the Participant's Account as of a date within such Plan Year and made before the last day of the 12-month period immediately following the Plan Year to which the Includible Contributions relate.

- (j) **Limitation Year.** "Limitation Year" means a calendar year, or the other period of 12 consecutive months elected by the Employer in the Adoption Agreement. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different period of 12 consecutive months, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.
- (k) **Master or Prototype Plan.** "Master or Prototype Plan" means a plan, the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.
- (l) **Maximum Permissible Amount.** "Maximum Permissible Amount" means for Limitation Years beginning on or after January 1, 2002, except for Catch-Up Contributions, the (i) Defined Contribution Dollar Limitation or (ii) 100 percent of the Participant's Compensation for the Limitation Year. The compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of Code section 401(h) or Code section 419A(f)(2)) which is otherwise treated as an Annual Addition under Code section 415(l)(1) or Code section 419A(d)(2). If a short Limitation Year is created because of an amendment changing the Limitation Year, the Maximum Permissible Amount shall not exceed the Defined Contribution Dollar Limitation multiplied by a fraction of which the numerator is equal to the number of months in the short Limitation Year, and the denominator is 12. If a plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the plan is treated as if the Plan were amended to change its Limitation Year.

12.2. Code Section 415 Limitations: Participation Only in This Plan. If the Participant does not participate in, and has never participated in, another qualified plan, a welfare benefit fund (as defined in Code section 419(e)), an individual medical account (as defined in Code section 415(l)(2)) or a simplified employee pension (as defined in Code section 408(k)) maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year shall not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year shall be determined on the basis of the Participant's actual Compensation for the Limitation Year. If, pursuant to the last sentence of the preceding paragraph or as a result of the allocation of Forfeitures, there is an Excess Amount for a Limitation Year beginning on or after July 1, 2007, such Excess Amount may be corrected through the Internal Revenue Service Employee Plans Compliance Resolution System (EPCRS) or any successor program or as otherwise permitted by Internal Revenue Service guidance.

12.3. Code Section 415 Limitations: Participation in Additional Defined Contribution Plan. This Section 12.3 applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan, a welfare benefit fund (as defined in Code section 419(e)), an individual medical account (as defined in Code section 415(l)(2)), or a simplified employee pension (as defined in Code section 408(k)) maintained by the Employer, which provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans, welfare benefit funds,

individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated shall be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in Section 12.2. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year shall be determined on the basis of the Participant's actual Compensation for the Limitation Year.

If a Participant's Annual Additions under this Plan and such other plans would result in an Excess Amount for a Limitation Year, the Excess Amount shall be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a simplified employee pension shall be deemed to have been allocated first, followed by Annual Additions to a welfare benefit fund or individual medical account, regardless of the actual allocation date.

If an Excess Amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the Excess Amount attributed to this Plan shall be the product of:

- (a) the total Excess Amount allocated as of such date, multiplied by
- (b) the ratio of (1) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified Master or Prototype defined contribution plans.

Any Excess Amount attributed to this Plan shall be disposed of in the manner described in Section 12.2.

12.4. Code Section 402(g) Limitation on Elective Contributions. In no event shall the amount of Elective Contributions made under the Plan for a calendar year, when aggregated with the elective contributions made under any other plan maintained by the Employer or an Affiliated Employer, exceed the dollar limitation contained in Code section 402(g) in effect at the beginning of such calendar year, except to the extent permitted under Section 4.6 and Code section 414(v), if applicable. A Participant may assign to the Plan any Excess Deferrals made during a calendar year by notifying the Plan Administrator on or before March 15 following the calendar year in which the Excess Deferrals were made of the amount of the Excess Deferrals to be assigned to the Plan. A Participant is deemed to notify the Plan Administrator of any Excess Deferrals that arise by taking into account only those Elective Contributions made to the Plan and those elective contributions made to any other plan maintained by the Employer of an Affiliated Employer. Notwithstanding any other provision of the Plan, Excess Deferrals, plus any income and minus any loss allocable thereto, as determined under Section 12.7, less the amount of any Excess Contributions (and allocable income) previously distributed with respect to the Participant for the Plan Year beginning with or within the taxable year, shall be distributed no later than April 15 to any Participant to whose Account Excess Deferrals were so assigned for the preceding calendar year and who claims Excess Deferrals for such calendar year. Distributions of Excess Deferrals for a year shall be made first from the Participant's Pre-Tax Elective Contribution Account, to the extent Pre-Tax Elective Contributions were made that year, unless the Participant specifies otherwise. Excess Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the calendar year in which the Excess Deferrals were made.

12.5. Additional Limit on Elective Contributions ("ADP" Test). Except as provided in Section 12.8 below with respect to Adoption Agreements providing that the Plan is a safe harbor 401(k)/profit sharing plan, the Elective Contributions made with respect to a Plan Year on behalf of Eligible Participants who are Highly Compensated Employees for such Plan Year may not result in an average Deferral Ratio for such Eligible Participants that exceeds the greater of:

- (a) The average Deferral Ratio for the Plan Year of Eligible Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25; or
- (b) The average Deferral Ratio for the Plan Year of Eligible Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by two, provided that the average Deferral Ratio for Eligible Participants who are Highly Compensated Employees for the Plan Year being tested does not exceed the average Deferral Ratio for Participants who are Non-Highly Compensated Employees for the Plan Year by more than two percentage points.

The Deferral Ratios for an Eligible Participant who is a Highly Compensated Employee for the Plan Year being tested and who is eligible to have Includible Contributions allocated to his accounts under two or more cash or deferred arrangements described in Code section 401(k) that are maintained by the Employer or an Affiliated Employer, shall be determined as if such Includible Contributions were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different plan years, all cash or deferred arrangements ending with or within the same calendar year shall be treated as a single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code section 401(k).

If this Plan satisfies the requirements of Code section 401(k), 401(a)(4) or 401(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such Code sections only if aggregated with this Plan, then this Section shall be applied by determining the Deferral Ratios of Employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy Code section 401(k) only if they have the same plan year.

The Employer shall maintain records sufficient to demonstrate satisfaction for the "ADP" test and the amount of Qualified Nonelective Employer Contributions used in such test.

The Trustee shall have no responsibility for conducting the ADP test or for initiating without direction from the Plan Administrator any corrective measures as a result of the Plan not satisfying the ADP test.

12.6. Allocation and Distribution of Excess Contributions.

Notwithstanding any other provision of this Plan, the Excess Contributions allocable to the Account of a Participant, plus any income and minus any loss allocable thereto, as determined under Section 12.7, less any amounts previously distributed to the Participant from the Plan to correct Excess Deferrals for the Participant's taxable year ending with or within the Plan Year, shall be distributed to the Participant no later than the last day of the Plan Year immediately following the Plan Year in which the Excess Contributions were made. Distribution of Elective Contributions that are Excess Contributions shall be made from the Participant's Pre-Tax Elective Contribution Account before the Participant's Designated Roth Contribution Account, to the extent Pre-Tax Elective Contributions were made for the year, unless the Participant specifies otherwise. If such excess amounts are distributed more than 2½ months after the last day of the Plan Year in which the Excess Contributions were made, a ten-percent excise tax shall be imposed on the Employer maintaining the Plan with respect to such amounts.

The Excess Contributions allocable to a Participant's Account shall be determined by reducing the Includible Contributions made for the Plan Year on behalf of Eligible Participants who are Highly Compensated Employees in order of the dollar amount of such Includible Contributions, beginning with the highest dollar amount. To the extent a Highly Compensated Employee has not reached his Catch-Up Contribution limit under the Plan, Excess Contributions shall be Catch-Up Contributions and will not be classified as Excess Contributions.

Excess Contributions shall be treated as Annual Additions.

12.7. Income or Loss on Excess Deferrals or Excess Contributions.

The income or loss allocable to Excess Deferrals or Excess Contributions shall be determined under one of the following methods:

- (a) the income or loss allocable to the Participant's Elective Contribution Account for the taxable year multiplied by a fraction, the numerator of which is the amount of the distributable contributions for the year and the denominator of which is the balance of the Participant's Elective Contribution Account, determined without regard to any income or loss occurring during the calendar year in which the Excess Deferrals distributable contributions were made.

- (b) the income or loss for the calendar year in which the distributable contributions were made determined under any other reasonable method, provided that such method is used consistently for all Participants in determining the income or loss allocable to distributable contributions hereunder for the Plan Year, and is used by the Plan in allocating income or loss to Participants' Accounts.

For Plan Years beginning prior to January 1, 2008, income or loss allocable to Excess Deferrals and Excess Contributions was also calculated for the period of time elapsing between the end of the "determination year" and the date of distribution.

12.8. Deemed Satisfaction of Actual Deferral Percentage Test.

Notwithstanding any other provision of this Article 12 to the contrary, if the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan, the Plan shall be deemed to have satisfied the "actual deferral percentage" test under Code section 401(k)(3) and the Treasury Regulations thereunder for each Plan Year. The Employer shall provide a notice to each Eligible Participant during each Plan Year describing the following:

- (a) the amount of the safe harbor nonelective Employer contribution to be made on behalf of Eligible Participants for the Plan Year who are Non-Highly Compensated Employees (which shall be equal to at least three percent of each such Eligible Participant's Compensation for the Plan Year);
- (b) any other Employer contributions provided under the Plan and any requirements that Eligible Participants must satisfy to be entitled to receive such Employer contributions;
- (c) the type and amount of Compensation that may be contributed to the Plan as Elective Contributions;
- (d) the procedures for making a cash or deferred election under the Plan and the periods during which such elections may be made or changed; and
- (e) the withdrawal and vesting provisions applicable to contributions under the Plan.

The descriptions required in (b) and (c) may be provided by cross references to the relevant sections of an up-to-date summary plan description. Such notice shall be written in a manner calculated to be understood by the average Eligible Participant. The Employer shall provide the notice to each Eligible Participant within one of the following periods, whichever is applicable:

- (f) if the Employee is an Eligible Participant 90 days before the beginning of the Plan Year, within the period beginning 90 days and ending 30 days before the first day of the Plan Year; or
- (g) if the Employee becomes an Eligible Participant after the date described in paragraph (f) above, within the period beginning 90 days before and ending on the date he becomes an Eligible Participant;

provided, however, that such notice shall not be required to be provided to an Eligible Participant earlier than is required under any guidance published by the Internal Revenue Service.

In accordance with section 1.401(k)-1(e)(7) of the Treasury Regulations, it is impermissible for the employer to use actual deferral percentage testing for a Plan Year in which it is intended for the Plan through its written terms to be a safe harbor 401(k)/profit sharing plan and the Employer fails to satisfy the requirements of such safe harbor for the Plan Year.

Article 13. Top-Heavy Provisions

13.1. Definitions. For purposes of this Article, the following special definitions shall apply:

- (a) **Determination Date.** "Determination Date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, "determination date" means the last day of that Plan Year.
- (b) **Key Employee.** In determining whether the Plan is top-heavy for Plan Years beginning after December 31, 2001, a "Key Employee" means any Employee or Former Employee (and the Beneficiary of any such Employee) who at any time during the Plan Year that includes the Determination Date is an officer of the Employer having annual Compensation greater than \$130,000 (as adjusted under Code section 416(i)(7) for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1 percent owner of the Employer having an annual compensation of more than \$150,000.

For purposes of this paragraph (b), annual Compensation means Compensation within the meaning of Section 12.1(b).

- (c) Permissive Aggregation Group. "Permissive Aggregation Group" means the Required Aggregation Group plus any other qualified plans of the Employer or an Affiliated Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.
- (d) Required Aggregation Group. "Required Aggregation Group" means:
 - (1) Each qualified plan of the Employer or Affiliated Employer in which at least one Key Employee participates, or has participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and
 - (2) any other qualified plan of the Employer or Affiliated Employer which enables a plan described in Section 13.1(e)(1) above to meet the requirements of Code section 401(a)(4) or 410.
- (e) Top-Heavy Plan. "Top-Heavy Plan" means a plan in which any of the following conditions exists:
 - (1) the Top-Heavy Ratio for the plan exceeds 60 percent and the Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;
 - (2) the plan is a part of a Required Aggregation Group but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60 percent; or
 - (3) the plan is a part of a Required Aggregation Group and a Permissive Aggregation Group and the Top-Heavy Ratio for both groups exceeds 60 percent.
- (f) Top-Heavy Ratio. "Top-Heavy Ratio" means:
 - (1) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer has not maintained any defined benefit plan which during the 1-year period ending on the determination date(s) has or has had accrued benefits, the Top-Heavy Ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) including any part of any account balance distributed in the 1-year period ending on the Determination Date(s) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), both computed in accordance with Code section 416 and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code section 416 and the regulations thereunder.
 - (2) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 1-year period ending on the Determination Date(s) has or has had any accrued benefits, the Top-Heavy Ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (1) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (a) above, and the present value of accrued benefits under the defined benefit plan or plans for all participants as of the Determination Date(s), all determined in accordance with Code section 416 and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the Top-Heavy Ratio are increased for

any distribution of an accrued benefit made in the 1-year period ending on the Determination Date (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability).

- (3) For purposes of (1) and (2) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the 1-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code section 416 and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code section 411(b)(1)(C).

13.2. Minimum Contribution. Except as otherwise specifically provided in this Section 13.2, the nonelective Employer contributions made for the Plan Year on behalf of any Eligible Participant who is not a Key Employee shall not be less than the lesser of three percent of such Participant's Compensation for the Plan Year or, in the case where neither the Employer nor any Affiliated Employer maintains a defined benefit plan which uses the Plan to satisfy Code section 401(a)(4) or 410, the largest percentage of employer contributions (including Elective Contributions) made on behalf of any Key Employee for the Plan Year, expressed as a percentage of the Key Employee's Compensation for the Plan Year.

The minimum contribution required under this Section 13.2 shall be made to the Account of an Eligible Participant even though, under other Plan provisions, the Participant would not otherwise be entitled to receive a contribution, or would have received a lesser contribution for the Plan Year; provided, however, that no minimum contribution shall be made for a Plan Year to the Account of an Active Participant who is not employed by the Employer or an Affiliated Employer on the last day of the Plan Year.

The minimum contribution for the Plan Year made on behalf of each Eligible Participant who is not a Key Employee and who is a participant in a defined benefit plan maintained by the Employer or an Affiliated Employer shall not be less than five percent of such Participant's Compensation for the Plan Year.

That portion of a Participant's Account that is attributable to minimum contributions required under this Section 13.2, to the extent required to be nonforfeitable under Code section 416(b), may not be forfeited under Code section 411(a)(3)(B).

Notwithstanding any other provision of the Plan to the contrary, for purposes of this Article, Compensation shall include amounts that are not includable in the gross income of the Participant under a salary reduction agreement by reason of the application of Code section 125, 132(f)(4), 402(e)(3), 402(h), or 403(b). Compensation shall generally be based on the amount actually paid to the Eligible Participant during the Plan Year.

13.3. Application. If the Adoption Agreement provides that the Plan is a standardized 401(k)/profit sharing plan and the Plan is or becomes a Top-Heavy Plan in any Plan Year, the provisions of this Article shall apply and shall supersede any conflicting provision of the Plan. Notwithstanding the foregoing, if the Adoption Agreement provides that the Plan is a safe harbor 401(k)/profit sharing plan, a money purchase plan, or a profit sharing plan (without a 401(k) feature), the Plan is deemed to be top heavy within the meaning of Code section 416 and satisfies the requirements for a top-heavy plan under Code section 416 and the Treasury Regulations thereunder without regard to this Article 13.

Article 14. Rights and Duties of Trustees

14.1. Establishment of Trust. The Trustee shall accept and hold in the Trust such contributions by or on behalf of Participants as it may receive from time to time from the Employer together with the earnings thereon, and shall open and maintain records of contributions to and withdrawals from the Accounts for such individuals as the Employer shall from time to time certify to it, by name and Social Security number, as Participants in the Plan.

14.2. Exclusive Benefit and Return of Employer Contributions. In accordance with Code section 401(a)(2) and ERISA section 403(c) (if applicable), the Trustee shall hold the assets of the Trust for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan, and no such assets shall ever revert to the Employer except that if the Employer or the Plan Administrator so direct:

- (a) contributions made by the Employer by mistake of fact may be returned to the Employer within 1 year of the date of payment,
- (b) contributions that are conditioned on the deductibility thereof under Code section 404 may be returned to the Employer within 1 year of the disallowance of the deduction, and
- (c) contributions that are conditioned on the initial qualification of the Plan under the Code may be returned to the Employer within 1 year after such qualification is denied by determination of the Internal Revenue Service, but only if an application for determination of such qualification is made within the time prescribed by law for filing the Employer's federal income tax return for its taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

All contributions under the Plan are hereby expressly conditioned on the initial qualification of the Plan and their deductibility under the Code.

14.3. Reports of the Trustee and the Employer. Not later than 120 days after the close of each Plan Year where the Plan Year is the calendar year (or after the Trustee's resignation or removal pursuant to Section 14.6), the Trustee shall furnish to the Employer a written report containing such information as shall be reasonably necessary to complete reports and disclosures required of the Employer pursuant to ERISA, including, without limitation, records of the transactions performed in connection with the Plan during the period in question, and either a statement of the fair market value of the assets of each Participant's Account as of the end of the period, or information adequate to permit the Employer to compare such value. Upon the expiration of 60 days following the date on which such a report is furnished to the Employer, the Trustee shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations or responsibilities as shown in or reflected by such report, except with respect to any such acts or transactions as to which the Employer shall have filed written objections within such 60-day period or as otherwise required by law. With respect to a Plan Year on other than a calendar basis, the Trustee shall provide the reports described herein upon request.

The Employer shall be responsible for the preparation and filing of such reports and disclosures as may be required by ERISA, and for providing notice to interested parties as required by Code section 7476. The Employer shall also prepare any return or report required as a result of liability incurred by the Plan for tax on unrelated business taxable income, or windfall profits tax, or any return or report necessary to preserve the availability of any credit or deduction with respect thereto.

14.4. Fees and Expenses of the Trust. The Trustee shall be entitled to the fees set forth in the materials provided to Participants by the Trustee, as amended from time to time, and to reimbursement of all reasonable expenses incurred in the performance of its duties. If the Employer fails to pay agreed compensation or to reimburse expenses, the same shall be paid from the assets of the Trust. To the extent incurred by the Trustee, any income, gift, estate and inheritance taxes and other taxes of any kind whatsoever (including transfer taxes incurred in connection with the investment or reinvestment of the assets of the Trust) that may be levied or assessed in respect of such assets, if allocable to specific Participants, shall be charged to their Accounts, and if not so allocable shall be charged proportionately to all Participants' Accounts. All other administrative expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, shall be charged proportionately to all Accounts. All such fees and taxes and other administrative expenses charged to a Participant's Account shall be collected from the amount of any contribution or distribution to be

credited to such Account, or by selling assets credited to such Account, and the Trustee is expressly authorized to liquidate any assets held in a Participant's Account for the purpose of paying such amounts. The Trustee shall not be deemed to be exercising discretion by causing the sale of any such assets to pay such fees or expenses. The Employer shall be responsible for payment of any deficiency.

14.5. Limitation of Duties and Liabilities. The Trustee shall not be responsible in any way for the purpose or propriety of any distribution made pursuant to Article 7 or any other action or nonaction taken pursuant to the request of the Employer, the Plan Administrator, a Participant or a Beneficiary; the validity or effect of the Plan and Trust Agreement; the qualification of the Plan or the Trust under the Code and ERISA; or the examination of the Plan by the Internal Revenue Service or the Department of Labor. Except as provided in Section 4.14, the Trustee shall have no authority to inquire into the correctness of any amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under Article 4.

The Employer and the executor, administrator, or successor of the Employer, as appropriate, shall at all times fully indemnify and save harmless the Trustee, and its successors and assigns from any liability arising from distributions so made or actions so taken, and from any and all liability whatsoever which may arise in connection with the Plan, except liability arising from the gross negligence or willful misconduct of the Trustee.

The Trustee shall not be under any duty to take any action other than as herein specified with respect to the Trust, unless the Employer shall furnish the Trustee with instructions in proper form and such instructions shall have been specifically agreed to by the Trustee, or to defend or engage in any suit with respect to the Trust unless the Trustee shall have first agreed to do so and shall have been fully indemnified to its satisfaction.

The Trustee and its agents may conclusively rely upon and shall be protected in acting upon any written order from the Employer or its delegate or any other notice, request, consent, certificate or other instrument or paper believed by it to be genuine and to have been properly executed, and, so long as it acts in good faith, in taking or omitting to take any other action. The Trustee may delegate to one or more corporations the performance of record-keeping and other ministerial services in connection with the Plan, for a reasonable fee to be borne by the Trustee and not by the Plan or the Trust. 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 Trustee named in the Adoption Agreement serves as Trustee. The Trustee shall not have any liability with respect to money transferred to an insurance company pursuant to the Plan.

14.6. Substitution, Resignation or Removal of Trustee. The Prototype Sponsor may at any time appoint as a substitute for the Trustee named in the Adoption Agreement another institution that is a bank or is a nonbank trustee that has received approval from the Internal Revenue Service; provided that the Prototype Sponsor shall notify the Employer in writing at least 30 days in advance of the effective date of any such appointment. The Trustee may resign at any time upon 30 days' notice in writing to the Employer, and may be removed by the Employer at any time upon 30 days' notice in writing to the Trustee. Upon resignation of the Trustee, the Prototype Sponsor may propose a successor trustee. Upon removal of the Trustee, the Employer shall appoint a successor Trustee, but in that event the Plan shall be considered an individually designed plan for purposes of Section 10.2. Upon receipt by the Trustee of written acceptance of appointment by a substitute or successor trustee, the Trustee shall transfer and pay over to such successor the assets of the Trust. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee, with any balance of such reserve remaining after the payment of all such items to be paid over to the substitute or successor trustee. The Trustee and the Prototype Sponsor shall not be liable for the acts or omissions of any substitute or successor trustee. If within 90 days after the Trustee's resignation or removal a successor Trustee has not been appointed, the Trustee shall terminate the Trust pursuant to Section 10.6. The Trustee named in the Adoption Agreement has accepted its appointment, and intends to serve, only for so long as the Employer's plan is a Prototype Plan. If the Plan is no longer a Prototype Plan, the Trustee shall resign in accordance with this Section 14.6. Notwithstanding the foregoing, any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or

through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

Article 15. Transitional Rules

15.1. Applicability. The provisions of this Article 15 apply only to Employers who maintained a qualified retirement plan prior to the adoption of this Plan and which was the predecessor plan to this Plan.

15.2. Joint and Survivor Annuity Rules Applicable to Prior Participants.

Any living Participant not receiving benefits on August 23, 1984, who would otherwise be entitled to but would not receive the benefits prescribed by Sections 8.3 and 8.4, must be given the opportunity to elect to have Article 8 apply, if such Participant is credited with at least one Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least 10 Years of Service when he separated from service. Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one Hour of Service under this Plan or a predecessor plan on or after September 2, 1974, and who is not otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his benefits paid in accordance with this Section 15.2. The respective opportunities to elect (as described in the two preceding sentences) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants. Notwithstanding the preceding sentences, such a Participant will not have the opportunity to have his benefits paid in accordance with this Section 15.2 if his Annuity Starting Date is later than the earlier of (i) the 90th day after notice that the forms of benefit described in this Section 15.2 will no longer be available is provided in accordance with Treasury Regulation section 1.411(d)-4 Q&A-2(e)(1)(i) and (ii) the first day of the second Plan Year following the Plan Year in which such forms of benefit are eliminated by amendment.

Any Participant who has elected pursuant to the second sentence of this Section 15.2 to have Article 8 apply, and any Participant who does not so elect under the first sentence of this Section 15.2, or who meets the requirements of the first sentence except that he does not have at least 10 Years of Service when he separates from service, shall have his benefits distributed in accordance with all of the following requirements, if benefits would have been payable in the form of a life annuity:

- (a) Automatic joint and survivor annuity. If benefits in the form of a life annuity become payable to a married Participant who:
 - (1) begins to receive payments under the Plan on or after Normal Retirement Age; or
 - (2) dies on or after Normal Retirement Age while still working for the Employer; or
 - (3) begins to receive payments on or after the qualified early retirement age; or
 - (4) separates from service on or after attaining Normal Retirement Age (or the qualified early retirement age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits;

then such benefits shall be received under the Plan in the form of a qualified joint and survivor annuity, unless the Participant has elected otherwise during his election period. The election period must begin at least six months before the Participant attains the qualified early retirement age and end not more than 90 days before the commencement of benefits. Any election hereunder shall be made in writing and may be changed by the Participant at any time.

- (b) Election of early survivor annuity. A Participant who is employed after attaining the qualified early retirement age shall be given the opportunity to elect, during the election period, to have a survivor annuity payable on death. If the Participant elects the survivor annuity, payments under such annuity must not be less than the payments which would have been made to the Spouse under the qualified joint and survivor annuity if the Participant had retired on the day before his death. Any election under this provision shall be made in writing and may be changed by the Participant at any time.

(c) For purposes of this Section 15.2:

- (1) "Qualified early retirement age" is the latest of (i) the earliest date, under the Plan, on which the Participant may elect to receive retirement benefits, (ii) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or (iii) the date the Participant begins participation.
- (2) "Qualified joint and survivor annuity" is an annuity for the life of the Participant with a survivor annuity for the life of the Spouse, as described in Section 8.1(d).
- (3) "Election period" begins on the later of (i) the 90th day before the Participant attains the qualified early retirement age, or (ii) the date on which participation begins, and ends on the date the Participant terminates employment.

15.3. Certain Distributions under Pre-1984 Designations. Subject to the requirements of Article 8, and notwithstanding the provisions of Article 9, distribution on behalf of any Participant, including a 5-percent owner, may be made in accordance with all of the following requirements (regardless of when such distribution commences):

- (a) The distribution by the Trust is one which would not have disqualified the trust under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.
- (b) The distribution is in accordance with a method of distribution designated by the Employee whose Account is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.
- (c) Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.
- (d) The Employee had an Account balance under the Plan as of December 31, 1983.
- (e) The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions shall be made, and in the case of any distribution upon the Employee's death, the Beneficiaries of the Employee listed in order of priority.

A distribution upon death shall not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee. For any distribution that commences before January 1, 1984, but continues after December 31, 1983, the Employee or the Beneficiary to whom such distribution is being made shall be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections (a) and (e). If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder. If a designation is revoked after the date distributions are required to begin, the Trust must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the Treasury Regulations thereunder, but for the designation described in paragraphs (b) through (e). For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements in Treasury Regulation section 1.401(a)(9)-2. Any changes in the designation generally shall be considered to be a revocation of the designation, but the mere substitution or addition of another beneficiary (one originally not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case of an amount transferred or rolled over from one plan to another plan, the rules in Q&A J-2 and Q&A J-3 of Treasury Regulation section 1.401(a)(9)-1 shall apply.

15.4. Other Protected Benefits. If a Participant's vested Account balance is subject to any optional form of benefit (including an in-service withdrawal) not currently offered under the Plan, such Participant shall be entitled to elect such optional form of benefit until the earlier of (A) the 90th day after notice that such optional benefit will no longer be available is provided in accordance with Treasury Regulation section 1.411(d)-4 Q&A-2(e)(1)(i) and (B) the first day of the second Plan Year following the Plan Year in which the amendment eliminating such optional form of benefit is adopted.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Prototype Standardized Profit Sharing Plan With CODA
FFN: 31218740004-001 Case: 201200231 EIN: 04-2033129
Letter Serial No: J293786a
Date of Submission: 04/04/2012

FIDELITY MANAGEMENT & RESEARCH CO
82 DEVONSHIRE STREET
BOSTON, MA 02109

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). The employer can generally rely on the letter as described in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, provided the terms of the plan are followed in operation.

Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

An employer that adopts this plan may not rely on this opinion letter with respect to: (1) whether any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of section 1.401(a)(4)-5(a) of the regulations, except with respect to plan amendments granting past service that meet the safe harbor described in section 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees; or (2) whether the plan satisfies the

effective availability requirement of section 1.401(a)(4)-4(c) of the regulations with respect to any benefit, right or feature.

An employer that adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter with respect to whether a benefit, right or other feature that is prospectively eliminated satisfies the current availability requirements of section 1.401(a)(4)-4 of the regulations.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

If you, the master or prototype sponsor, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsor. Individual participants and/or adopting employers with questions concerning the plan should contact the master or prototype sponsor. The plan's adoption agreement must include the sponsor's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Prototype Standardized Money Purchase Pension Plan
FFN: 31218740004-002 Case: 201200232 EIN: 04-2033129
Letter Serial No: J293787a
Date of Submission: 04/04/2012

FIDELITY MANAGEMENT & RESEARCH CO
82 DEVONSHIRE STREET
BOSTON, MA 02109

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). The employer can generally rely on the letter as described in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, provided the terms of the plan are followed in operation.

Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

An employer that adopts this plan may not rely on this opinion letter with respect to: (1) whether any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of section 1.401(a)(4)-5(a) of the regulations, except with respect to plan amendments granting past service that meet the safe harbor described in section 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees; or (2) whether the plan satisfies the

effective availability requirement of section 1.401(a)(4)-4(c) of the regulations with respect to any benefit, right or feature.

An employer that adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter with respect to whether a benefit, right or other feature that is prospectively eliminated satisfies the current availability requirements of section 1.401(a)(4)-4 of the regulations.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

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Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Prototype Standardized Profit Sharing Plan With CODA
FFN: 31218740004-003 Case: 201200233 EIN: 04-2033129
Letter Serial No: J293788a
Date of Submission: 04/04/2012

FIDELITY MANAGEMENT & RESEARCH CO
82 DEVONSHIRE STREET
BOSTON, MA 02109

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

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Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Prototype Standardized Profit Sharing Plan With CODA
FFN: 31218740004-004 Case: 201200234 EIN: 04-2033129
Letter Serial No: J293789a
Date of Submission: 04/04/2012

FIDELITY MANAGEMENT & RESEARCH CO
82 DEVONSHIRE STREET
BOSTON, MA 02109

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

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Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

Things to Know Before Using Your Account

The information in this box is only a summary. Please read the agreement for more complete information.

Using your brokerage retirement account involves risks, for which you assume full responsibility.

As the account owner, you are fully responsible for monitoring your account and for all investment decisions and instructions concerning your account. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your account or your investment decisions, even if your decisions were based on our recommendations.

Placing orders during times when markets are volatile can be risky.

Before you start using your account or any account feature, it's essential that you understand the terms, conditions, and policies that apply. You should also understand your relationship with Fidelity, as described herein and in the FBS Form CRS, as well as the conflicts of interest that exist as described in the Products, Services, and Conflicts of Interest disclosure document, available online at [Fidelity.com/Reg-BI-Disclosure](https://www.fidelity.com/Reg-BI-Disclosure).

A joint owner or any one of multiple trustees can place any order in a joint account or trust account (including removing all of the assets) without the approval of the other owner(s) or trustee(s) and without any obligation on Fidelity's part to question the action.

There are certain situations in which it is essential that you get in touch with us.

You need to tell us immediately if any of the following occur:

- You notice anything incorrect or suspicious concerning your orders, account activity, or statements.
- Your financial circumstances or goals change.
- You become subject to laws or regulations concerning corporate insiders, the reporting of certain investments, or employment in the securities industry.

The terms of this agreement apply only to certain Fidelity retirement accounts.

This account agreement applies to Fidelity IRAs (including traditional, rollover, and SEP IRAs), Fidelity Roth IRAs, Fidelity SIMPLE-IRAs, and Fidelity Retirement Plan accounts [Profit Sharing, Money Purchase, and Self-Employed 401(k) plans].

Disputes between you and Fidelity are settled by arbitration.

As with most brokerage accounts, the parties agree to waive their rights to sue in court, and agree to abide by the findings of an arbitration panel established in accordance with an industry self-regulatory organization.

How to Contact Us

For matters concerning your account, including questions, changes, and notifications of errors, contact us:

By Phone

800-544-6666

Online

[Fidelity.com](https://www.fidelity.com)

In Writing

Fidelity Investments
Client Services
P.O. Box 770001
Cincinnati, OH 45277-0045

Who's Who in This Agreement

In this document, "Fidelity," "us," and "we" include Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS") and their employees, agents, and representatives as the context may require. "You" and "account owner" refer to the owner indicated on the account application.

About This Agreement

Fidelity's Commitments to You

Under this agreement, Fidelity has certain rights and responsibilities. When we accept your account application, we are agreeing to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of, or acquire, securities for you according to your instructions. We also agree to provide various services and features, as described on the following pages.

Your Commitments to Fidelity

Many of these commitments are spelled out more completely on the following pages, but, in general, when you sign the account application, you agree:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, and all instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred on your account, in accordance with the provisions of this agreement and the fee schedule in effect at the time (a current schedule is provided with this agreement); for services we perform at your request that are not covered in our current fee schedule, you agree to pay the applicable fee
- to maintain enough assets in your account to satisfy all obligations as they become due, and to understand that we may take whatever steps we consider necessary to resolve unpaid debts or other obligations
- to use the account and its features according to this agreement and for your own personal purposes only
- if you use any of our electronic services, or provide us with your email address, to have your personal financial information transmitted electronically, and to receive your initial notice of our privacy policy electronically
- to keep secure your account number, username, and password, and any devices, such as mobile phones or pagers, you use in connection with your account
- to let us monitor and/or record any phone conversations with you
- to let us create a digital representation of your voice, a "voiceprint," that may be used for verifying your identity when you contact Fidelity
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information, and to permit any third-party financial services provider to do likewise
- to resolve disputes concerning your relationship with us (other than class actions) through arbitration rather than in a court of law
- if applying for, or using, any optional features or services (including online or other electronic services), to understand and accept the terms associated with them
- to protect Fidelity against losses arising from your use of market data and other information provided by third parties
- to understand that, whenever you invest in, or exchange into, any mutual fund (including any fund serving as your core position), you are responsible for reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to notify us in writing anytime there is a material change in your financial circumstances or investment objectives
- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application, whichever happens first
- that if you have authorized someone to act on your behalf in your account, any and all disclosures, required or otherwise, may be provided solely to you or the individual acting on your behalf as part of the scope of his or her authority

Account Features

Certain features and services are standard with your Fidelity retirement account. Others are optional, and may be added either when you open your account or later. Note that some features and fees vary depending on the nature of your relationship with Fidelity.

Industry regulations require that Fidelity Brokerage Services LLC (FBS) and its clearing firm, National Financial Services LLC (NFS), allocate between them certain functions regarding the administration of your account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

- Obtaining and verifying account information and documentation.
- Opening, approving and monitoring trading and other activity in your account.
- Acceptance of orders and other instructions from you regarding your account, and for promptly and accurately transmitting those orders and instructions to NFS.
- Determining the suitability of investment recommendations and advice, and that those persons placing instructions for your account are authorized to do so. NFS will not give you advice about your investments and will not evaluate the suitability of investments made by you, your investment representative or any other party.
- Operating and supervising your account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to your margin account and for advising you of margin requirements.
- Maintaining the required books and records for the services it performs.
- Investigating and responding to any questions or complaints you have about your account(s), confirmations, your periodic statement or any other matter related to your account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

NFS is responsible, at the direction of FBS, for:

- The clearance and settlement of securities transactions.
- The execution of securities transactions, in the event NFS accepts orders from FBS.
- Preparing and sending transaction confirmations and periodic statements of your account (unless FBS has undertaken to do so).
- Acting as custodian for funds and securities received by NFS on your behalf.
- Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for your account.
- Extending margin credit for purchasing or carrying securities on margin.
- Maintaining the required books and records for the services it performs.

Standard Features

Securities Trading

This account is a brokerage account that allows the trading and holding of many securities that are publicly traded in the United States, such as most securities in these categories:

- stocks, including common and preferred
- bonds, including corporate, municipal, and government
- convertible securities
- mutual funds, including Fidelity funds, non-Fidelity funds, and closed-end funds such as exchange-traded funds (ETFs)
- options, although retirement accounts are only eligible for writing covered calls, buying calls/puts, and buying long straddles/strangles/combinations with respect to index and equity options in all cases
- options spreads may be permitted in IRA accounts provided certain conditions are met; please contact your Fidelity Representative for more information
- certificates of deposit (CDs)
- unit investment trusts (UITs)

In addition, the account can be used to trade certain foreign securities (either directly or as depositary receipts) and certain precious metals.

Participation in shareholder voting and/or dividend payments in non-U.S. securities is subject to the rules and regulations of the non-U.S. market in which the security was issued and may require the disclosure of your personal information, including, but not limited to, name, address, and country of citizenship and/or residence.

Fidelity may make non-personal historical trading data available to institutional clients on an aggregate basis for analysis purposes (such as trending).

Some investments that **cannot** be traded through your Fidelity retirement account are futures and commodities.

When you place a trade, you may have a choice of order types, including market orders, limit orders, stop orders, and stop-limit orders. To find out how these different types of orders work, and for other helpful information, go to [Fidelity.com/brokerage](https://www.Fidelity.com/brokerage).

Core Account

Your Fidelity retirement account includes a core account that holds assets awaiting investment or withdrawal. Any amount in your core account will be held in the core position specified (including by default) or selected by you on your Fidelity retirement account application.

As detailed below, the options for your core position may include a money market mutual fund, a bank sweep (sometimes referred to herein as the "FDIC Insured Deposit Sweep" or "Bank Sweep") or a free credit balance. Fidelity reserves the right to make changes to the available options and/or the options available to you for your core position.

For purposes of this Core Account section of this Agreement, the free credit balance will be referred to as the "Interest Bearing Option." Please note that this is different from the Intra-day Free Credit Balance described in the Credits to Your Account section of this Agreement. Like any free credit balance, the Interest Bearing Option represents an amount payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use this free credit balance in connection with its business. Fidelity may, but is not required to, pay you interest on this free credit balance, provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.

More details about the money market mutual fund can be found in the money market mutual fund's prospectus, which will be made available to you when applicable.

If the Bank Sweep is the core position for your Fidelity retirement account, cash contributed to or received in the account is held in the core account (the "Cash Balance"). On the next business day after receipt (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday), Cash Balances are automatically "swept into" an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"), where the Cash Balance becomes eligible for FDIC insurance. Once your Cash Balance has been swept into a Program Bank, it is referred to as your "Program Deposit." Your Program Deposit is also automatically withdrawn from ("swept out of") a Program Deposit Account back into your Fidelity retirement account, as necessary. Your Program Deposit will earn interest, provided that the accrued interest for a given day is at least half a cent. More details about the Bank Sweep can be found in the FDIC Insured Deposit Sweep Program Disclosure, which is attached hereto, incorporated herein, and forms a part of this Agreement.

Newly established Fidelity IRAs (including traditional, rollover, and SEP IRAs), and newly established Fidelity Roth IRAs and Fidelity SIMPLE-IRAs, will utilize the default core position indicated on the account application. During the account opening process, you may have the option of affirmatively electing a different core position, provided it is available. Note that inherited IRAs and any IRAs, Roth IRAs, or SIMPLE-IRAs that utilize Fidelity's Portfolio Advisory Services will not have the ability to use the Bank Sweep.

Once the Fidelity IRA, Fidelity Roth IRA, or Fidelity SIMPLE-IRA is established, you can switch the core position between the Bank Sweep and a then available Fidelity money market mutual fund core position option without restriction. Information about the rates of return on these different core position options can be found at www.Fidelity.com/ira.

If You Reside Outside the United States

If we determine that you reside outside the United States in any country other than Canada (as described in the Residing Outside the United States section of this Agreement), either at the time you open your Fidelity retirement account or at any point in time after you open your Fidelity retirement account (e.g., as a result of a subsequent move), your core account will not operate as described above. Instead, during such time as we believe you reside outside the United States, the following will apply:

1. New Fidelity Accounts.

The core position specified (including by default) or selected by you on your Fidelity retirement account application will not be changed, but the process of sweeping the Intra-day Free Credit Balance to your core account (as described in the Credits to Your Account section of this Agreement) will be suspended. As a result, all uninvested cash in your Fidelity retirement account will be held in the Intra-day Free Credit Balance. You will also be unable to make any change to the option you selected or were defaulted into for your core position during the account opening process, including making any changes to the Program Bank List assigned to your Fidelity retirement account, in the event the Bank Sweep is your core position.

2. Existing Fidelity Accounts.

The process of sweeping the Intra-day Free Credit Balance to your core account will be suspended. This will not affect any existing holdings of a Fidelity money market fund, or your Program Deposit at a Program Bank. You will be able to liquidate that position should you elect to do so, but you will generally be unable to add to it for so long as we believe you reside outside the United States, except for the deposit of accrued interest in the case of the Bank Sweep or the reinvestment of dividends on money market mutual fund positions. As a result, all new deposits to your Fidelity retirement account or settlement proceeds from transactions in your account will be held in the Intra-day Free Credit Balance. You will also be unable to make any change to your core position election, including making any changes to the Program Bank List assigned to your Fidelity retirement account, in the event the Bank Sweep is your core position.

Should we determine you no longer reside outside the United States, if your Fidelity retirement account was subject to a suspension, this suspension will be lifted, the Intra-day Free Credit Balance will be swept to your core account and held in the core position, and, going forward, your Fidelity retirement account will operate as otherwise described herein.

For Fidelity Retirement Plan accounts (including Profit Sharing, Money Purchase, and Self-Employed 401(k) plan accounts), the core position is generally Fidelity® Government Cash Reserves or any other core position that Fidelity might make available for this purpose.

If you establish or maintain a Fidelity IRA (including traditional, rollover, and SEP IRAs), a Fidelity Roth IRA, or a Fidelity SIMPLE-IRA and you wish to transfer to or otherwise utilize Fidelity's Portfolio Advisory Services, as a condition of enrolling in Fidelity's Portfolio Advisory Services, your core position in the Portfolio Advisory Services account will be a then available Fidelity money market mutual fund (generally Fidelity Government Cash Reserves or any other core position Fidelity might make available for this purpose). As a result, any balance in the Bank Sweep or other core position will be liquidated prior to such a transfer or utilization.

If you maintain a Fidelity IRA (including traditional, rollover, and SEP IRA), a Fidelity Roth IRA, or a Fidelity SIMPLE-IRA and you wish to establish a relationship with an independent third-party investment adviser that utilizes Fidelity or its affiliates for clearing and custody services and technology support, your core position will be a then available money market mutual fund or other core position Fidelity might make available for this purpose. As a result, any balance in the Bank Sweep or other core position must be liquidated in connection with the establishment of such relationship.

The Bank Sweep is not available in inherited IRAs (including inherited Roth IRAs). Therefore, in connection with the establishment of an inherited IRA, prior to transferring the assets to the inherited IRA, any balance maintained by the deceased IRA depositor in the Bank Sweep will be liquidated.

If your Fidelity IRA, Fidelity Roth IRA, or Fidelity SIMPLE-IRA was established by your employer in accordance with the terms of your workplace savings plan and your employer elected as the core position a then available Fidelity money market mutual fund (generally Fidelity Government Cash Reserves or any other core position Fidelity might make available for this purpose), at the time that you activate your employer-established IRA, you will not be

able to select the Bank Sweep. Your only available core position at that time will be a then available Fidelity money market mutual fund (generally Fidelity Government Cash Reserves or any other core position Fidelity might make available for this purpose). However, after you activate your IRA, you may switch the core position between the Bank Sweep and any then available Fidelity money market mutual fund option without restriction.

Statements

We will send an account statement to the address of record:

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

Your account statements will show all activity in your account for the stated period, including securities transactions, cash balances, credits and debits, and all fees paid directly from your account.

We will also send a confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, and transactions that involve only your core position or the Intra-day Free Credit Balance; for these activities, your regular account statement serves in place of a confirmation.

To receive your account statements and confirmations faster, you can arrange to have them delivered electronically instead of through the mail. This option is free, and you can switch to or from it at any time upon request.

If you live with immediate family members who also have eligible Fidelity accounts, you can "household" those accounts to potentially qualify for enhanced services and features. You may elect to have accounts householded by completing the information requested at <https://www.fidelity.com/customer-service/how-to-relationship-householding>. You may also elect to have your statements combined or householded by completing the information requested at <https://www.fidelity.com/customer-service/how-to-combine-statements>. By electing to participate in householding, you agree that Fidelity may provide the employers of any householded account holders with account statements, trade confirmations, or other documents as required by applicable regulations.

In addition, by signing the account application, you consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity. Additional details regarding your consent are provided in the account application.

Account Protection

The securities in your account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$250,000 for uninvested cash). We also provide additional coverage above these limits. Neither coverage protects against a decline in the value of your securities, nor does either coverage extend to certain securities that are considered ineligible for coverage.

For more details on the SIPC, or to request an SIPC brochure, visit www.sipc.org or call 202-371-8300.

Please note that if you utilize the Bank Sweep, except as otherwise described in the Core Account section of this Agreement, any balance you maintain in your account is swept to an FDIC-insured position at a bank with which Fidelity has established a relationship (a "Program Bank"). Until funds are swept to the Program Bank, they are covered by SIPC. Once funds are swept to a Program Bank, they are no longer covered by SIPC, but they are eligible for FDIC insurance subject to FDIC insurance coverage limits. For more information about the Bank Sweep, please refer to the FDIC-Insured Deposit Sweep Program Disclosures document, which is attached hereto, incorporated herein, and forms a part of this Agreement.

Optional Features

You can set up these services using your account application. To add them to an existing account, contact Fidelity. Some of these features are covered by their own customer agreements, which are incorporated into this agreement by reference (are legally considered part of this agreement) and will be provided to you as applicable. Note that some services are not available for certain types of accounts.

Checkwriting

Checkwriting is available on certain retirement accounts. Note that cancelled checks are not returned to you, although check imaging may be available.

Electronic Funds Transfer

You may transfer cash in and out of your account using electronic funds transfer (EFT), which works like an electronic check. You can also arrange for your brokerage account to receive periodic payments from other accounts, or transfers from other sources, such as Automatic Investments.

Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most retirement accounts. You can choose to have the service apply to all eligible securities in your account, or only to certain ones. You can request this feature by phone, online, or in writing (for all securities or for individual ones) once you have established your account.

Fidelity MyVoiceSM

Fidelity MyVoice is a free security service. When you call Fidelity, you'll no longer have to enter PINs or passwords because Fidelity MyVoice helps you interact with us securely and more conveniently. Through natural conversation, MyVoice will detect and verify your voiceprint in the first few moments of the call. A voiceprint is a combination of your physical and behavioral voice patterns. Like a fingerprint, it's unique to you.

Mobile Phone Number Security Check

In order to protect your account, we may review any changes made to your mobile phone number to ensure that a newly entered number is not associated with any known fraudulent activity. You authorize your mobile provider to disclose information about your mobile phone account, such as subscriber status, payment method (whether your account is prepaid or is subject to monthly billing), and device details, if available, to support identity verification and fraud avoidance, and for other security purposes for the duration of your business relationship with us. This information may also be shared with certain third-party companies whose services we utilize for security to support your transactions with us, and for identity verification and fraud avoidance purposes.

If you provide us with a mobile phone number, you agree and consent that we may contact you at that mobile number with telephone calls that may utilize an autodialer or via text messages for the purposes of servicing of your account(s) or investigating and preventing fraud. We will not use autodialed calls or texts to contact you for marketing purposes unless we receive your prior express written consent. You do not have to agree to receive autodialed calls or texts to your mobile phone number in order to use the products and services offered by Fidelity. You can decline to receive autodialed calls and texts to your mobile phone by contacting us at 800-343-3548 or through Fidelity.com. Standard telephone minute and text charges may apply.

Accessing Your Account

There are a variety of ways you can place orders, access your account, get market and investment information, or contact Fidelity. Online choices include Fidelity.com, Fidelity Active Trader Pro®, alerts and wireless trading services, and other interactive services for computers or hand-held devices. Some of these services are offered by Fidelity directly; others are offered by outside providers.

Telephone choices include Fidelity Automated Service Telephone (FAST®) as well as Fidelity's telephone representatives. Both services are generally available 24 hours a day, seven days a week. You can also speak with a Fidelity Representative in person, during business hours, at any of our Fidelity Investor Centers around the country. Please note that our telephone lines may be recorded, and, by signing the account application, you are consenting to such recording. If you do not wish to be recorded, you should contact Fidelity via another means.

Account Policies

Account Registration

Custodial Accounts

For accounts opened by a parent, guardian, or custodian for the benefit of a minor: By opening this type of account, you agree that all account assets will be used only for the minor's benefit. Note that the IRA Custodian or Plan Trustee may restrict the use of this type of account.

Account Usage

First Use of a Core Account

If a money market mutual fund is your core position, making your first investment into that fund is your acknowledgment that you have received and read a prospectus or profile prospectus for that fund.

Retirement Account Funding for Canadian Residents

If you have provided Fidelity with an address and/or tax information that indicates that you are a resident of Canada, you warrant and represent to Fidelity that any cash or assets used to fund this account constitute proceeds from an existing IRA or retirement plan account previously established in the United States for your benefit.

Prohibited Uses and Actions

You are strictly prohibited from using your account in conjunction with any business as a broker-dealer, trader, agent, or adviser in any type of security, commodity, future, or contract, or in any business or organization connected with individuals performing these functions. You are also prohibited from publicizing or sharing with anyone any information you obtain through your account (such as securities quotes). In addition, be aware that we may freeze your account or suspend certain privileges, features, or services at any time without notice.

Limits on Mutual Fund Trades

Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, we may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent, and may apply only to certain mutual funds or all mutual funds, including Fidelity funds.

The decision to impose a block may originate with a mutual fund company or may be made by Fidelity at the brokerage account level, if Fidelity believes such a block is warranted. To see what a given fund company's definition of "excessive trading" is, check the fund's prospectus.

In addition, we may restrict or limit any transaction in any mutual fund or other investment company that we or an affiliate manages or advises if we believe the transaction could adversely affect the investment company or its shareholders.

How Transactions Are Settled

Credits to Your Account

During normal business hours ("Intra-day"), activity in your account such as deposits and the receipt of settlement proceeds are credited to your account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

If you utilize a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your core account, where it is handled as described in the Core Account section of this Agreement, except as otherwise noted therein. If you utilize an option other than a Fidelity money

market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to Fidelity's nightly processing cycle is automatically swept into your core account, where it is handled as described in the Core Account section of this Agreement, except as otherwise noted therein.

Activity in your account such as deposits and the receipt of settlement proceeds may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance"), in which case it will be included in the next sweep into your core account.

If you utilize a Fidelity money market mutual fund as your core position, there will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day. This sweep will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use these free credit balances in connection with its business. Fidelity may, but is not required to, pay you interest on free credit balances held in your account overnight; provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.

Interest paid on free credit balances will be labeled "Credit Interest" in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House (ACH) deposit is promptly credited to your account. However, the money may not be available to use until up to six business days later, and we may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that we can only accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). We cannot accept third-party checks. In addition, if we have reason to believe that assets were incorrectly credited to your account, we may restrict such assets and/or return such assets to the account from which they were transferred.

Debits to Your Account

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits on your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that we incur in collecting the debit. You are also responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct Fidelity, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is our policy (unless we agree to do otherwise) to do the following when settling debits against your account. Activity in your account such as wire disbursements and bill payments are debited from your account.

If you utilize a Fidelity money market fund as your core position and there are debits in your account generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) these debits will be settled using the following sources, in this order:

- any Intra-day Free Credit Balances
- the core account
- any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
- if you have a margin account, any margin surplus available, which will increase your margin balance

If you utilize an option other than a Fidelity money market fund as your core position and there are debits in your account generated by such activity occurring prior to Fidelity's nightly processing cycle these debits will be settled using the following sources, in this order:

- any Intra-day Free Credit Balances
- the core account
- any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
- if you have a margin account, any margin surplus available, which will increase your margin balance

If you utilize a Fidelity money market mutual fund as your core position, there will be an additional sweep early in the morning prior to the start of business on each business day, and certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using the core account.

In addition to the foregoing, we may turn to the following sources:

- any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at Fidelity in which you have an interest

If you want to opt out of the foregoing, please contact Fidelity for more information.

In the event that your account does not contain sufficient cash, Fidelity may liquidate securities to satisfy a court order, levy, or any other legal process payment. Money market fund shares used to pay debits are redeemed at the share price in effect at the time. For disclosures concerning money market funds, see "Money Market Fund Investments."

Resolving Unpaid Obligations or Other Obligations

If certain of the sources listed above in "Debits to Your Account" (which are defined as your "available balance" for purposes of this agreement) are not enough to satisfy a given debit, we reserve the right to take action as we see fit, including declining to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you.

Note that at any time, we may reduce your available balance to cover obligations that have occurred but not yet been debited including but not limited to withholding taxes that should have been deducted from your account.

It is important to understand that we do have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we reserve the right to sell or otherwise use assets in an account to discharge any obligations the account owner(s) may have to us (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we may sell them ourselves and use the proceeds to settle the purchase.

Although Fidelity may use other methods when it determines they may be more appropriate, Fidelity reserves the right to use the provisions described in this section at any time, except when they would conflict

with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

Transaction Settlement Deadlines

Generally, you need to pay for all transactions or deliver all securities by 2 p.m. Eastern time on the settlement date. We reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

Non-Transferable Securities

In the event that any securities in your account become non-transferable, NFS may remove them from your account without prior notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent. NFS may remove non-transferable securities from your account pursuant to a Securities and Exchange Commission approved program that permits our custodian for these securities to no longer maintain the physical certificates representing the positions in these securities. Please note the following:

- There are no known markets for these securities
- We are unable to deliver certificates to you representing these positions
- These transactions will not appear on Form 1099 or any other tax-reporting form
- If the position is held in a retirement account, we will not report the removal of the position as a taxable distribution and any reinstatement of the position will not be reported as a contribution
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in your account
- Positions removed from your account will appear on your next available account statement following such removal as an "Expired" transaction

By opening and maintaining an account with us, you consent to our actions as we have described them above, and you waive any claims against us arising out of such actions. You also understand that we do not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account, and you agree to consult with your own tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

Policies on Optional Features

EFT Transactions

EFT transactions are normally completed within three to seven business days of your request. An EFT transfer may be for between \$10 and \$99,999. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly). To send and receive EFT transactions, your bank must be a member of the Automated Clearing House (ACH) system.

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until we receive written notice of any change at the address listed following "Things to Know Before Using Your Account," although we may cease to act as agents to the above appointments on 30 days' written notice to your account's address of record. You further understand that Fidelity may notify you electronically or by phone when the EFT feature is set up or EFT transactions are initiated on your account.

If you have arranged to have direct deposits made to your account, at least once every 60 days from the same person or company, you can call Fidelity at 800-343-3548 to find out whether or not the deposit has been made.

Dividend Reinvestment Program

With this feature, all dividends paid by eligible securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. (For purposes of the Dividend Reinvestment Program,

"dividends" means cash dividends and capital gain distributions, late ex-dividend payments, and special dividend payments, but not cash-in-lieu payments.) In designating any eligible security for reinvestment, you authorize us to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, common stock, or foreign security (generally American depository receipts [ADRs])
- be margin-eligible (as defined by NFS)
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (even if you sell them that day)
- your position in the security has been settled on or before the dividend record date
- the shares are designated for reinvestment as of 9 p.m. Eastern time on the dividend record date

Shares purchased through the Dividend Reinvestment Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because we generally buy the shares of domestic companies two business days before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that we have shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date, e.g., dividends of foreign companies. Also, shares of securities which have an irregular ex-dividend date are purchased on the ex-dividend date and placed in your account on the second business day following the ex-dividend date. Therefore, you may end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If several purchase transactions are necessary to reinvest your and other customers' dividends in a particular security, the price per share will be the weighted average price per share for all shares purchased. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for a security, the dividend will not be reinvested. The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Automatic reinvestments often involve purchase of fractional shares, calculated to three decimal places. Partial shares pay prorated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a trade confirmation, you can generally obtain status information the day after the reinvestment date by contacting Fidelity.

If you transfer or reregister your account within Fidelity (for example, by changing from a traditional IRA to a Roth IRA), you need to redesignate any securities whose dividends you want reinvested.

DTC's Dividend Reinvestment Program

For certain securities, dividend reinvestment may occur through DTC's (Depository Trust Company) dividend reinvestment program (DRP). This plan may be utilized if an issuer offers reinvestment at a discount. Eligibility for a security to be enrolled in the DRP or the Fidelity dividend reinvestment program is determined by Fidelity and may change without notice. A DRP transaction will post to your account when the shares are made available to Fidelity by DTC. Such transactions are generally posted within 15 days after pay date.

Note that dividend reinvestment does not ensure a profit on your investments and does not protect against loss in declining markets. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

Optional Dividends

At times, certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. You have the opportunity up until the applicable deadline to make an election to receive the payment of your choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account. **This default election will be utilized in lieu of the issuer's default option being applied to your account.**

Fractional Share Trading

Fidelity's fractional share trading functionality allows you to buy and sell fractional share quantities and dollar amounts of certain securities ("Fractional Trading"). Fractional Trading presents unique risks and has certain limitations that you should understand before placing your first trade.

Trading

Orders to buy or sell may be entered using either a fractional share quantity (e.g., 2.525 shares) or a dollar value (e.g., \$250.00). Share quantities can be specified to three decimal places (.001). Dollar-value orders will be converted into share quantities for execution, again, to three decimal places. In all cases, when converting dollar-value orders into share quantities, the share quantities will be rounded down.

For a variety of reasons, including but not limited to this conversion convention, the actual amount of an executed dollar-value trade may be different from the requested amount. The actual amount of an executed order to buy or sell a dollar value of a security may also be lower than the amount requested due to the deduction of certain fees (e.g., the Additional Assessment) or taxes.

Orders received in good form by FBS will be accepted and transmitted to NFS for execution. You may attempt to cancel an order, but there is no ability to request that an order be "cancelled and replaced" (i.e., you cannot modify an order once it has been submitted). Instead, you will need to cancel your order and then submit a new one.

Fractional Trading supports market and limit orders only for fractional share quantities of a security that are good for that day's trading session, or in the case of an order entered outside of market hours, that are good until the close of the next trading session. Because of this, your ability to buy or sell a security using Fractional Trading may be more restricted than if you were to buy or sell traditional whole share quantities of the same security.

In the event of a trading halt of a security, Fractional Trading of that security will also be halted, and your order will be held until trading resumes. However, your order is good only for that day's trading session, or in the case of an order entered outside of market hours, good until the close of the next trading session. If trading does not resume or your order is not executed by the close of that day's Fractional Trading window, it will be cancelled.

You can generally trade exchange-listed National Market System ("NMS") stocks using the Fractional Trading functionality. However, certain NMS stocks may not be made available for Fractional Trading, and Fidelity reserves the right to modify the list of eligible NMS stocks at any time without notice to you. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any fractional share interests previously acquired by you. Additionally, you may not be able to place trades through some of Fidelity's order entry platforms (e.g., Fractional Trading may be available via mobile device but not through the live representative channel).

Trade Execution

FBS will act as your agent and NFS will act in either a principal or a mixed capacity (i.e., both as agent and principal) when executing your order. The whole share component of any order will be executed by NFS as agent at the price NFS receives in the market. The fractional share component of any order will be executed by NFS as principal against its principal account. When a fractional share interest is allocated to your account, NFS will maintain custody of the whole share in which you have the fractional interest. Any fractional share interest in the whole share not allocated to your account may be allocated to other customers or to NFS as principal.

All orders with a fractional share component will be marked "Not Held," which gives Fidelity the time and price discretion to execute the order without being held to the security's current quote. In connection therewith, each time you submit an order to buy or sell a fractional share quantity or dollar amount of a particular security, you authorize NFS to "work the order." If you do not wish your order to be handled on a Not Held basis, you should not engage in Fractional Trading.

In the case of a sale of the fractional component of any order, that sale will be executed at the then current National Best Bid or Offer ("NBBO"). Please note that this price may be higher or lower than the price at the time you place your order. In the case of a purchase of the fractional component of any order, if NFS has sufficient principal inventory, that purchase will also be executed at the then current NBBO. However, if NFS does not have sufficient principal inventory, that purchase will be executed at the price received in the market. For orders placed prior to market open, Fidelity may wait for the primary exchange to open before commencing trading in a particular security. When trading as principal for its own account, NFS may make a profit or incur a loss on each trade.

Additionally, NFS may be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of the executed orders. Regardless, these trade corrections and adjustments will be executed by NFS in a principal capacity, and when trading as principal for its own account, NFS may make a profit or incur a loss.

Shareholder Rights

Fractional share interests in an NMS security generally have different rights from full share interests of the same NMS security. Please read the following information carefully to understand your rights regarding your fractional share interests.

Fractional share positions cannot be transferred or certificated. The Automated Customer Account Transfer System does not support fractional share positions. If you want to transfer your account or specific share positions to another broker, you must sell your fractional positions and transfer the cash proceeds.

You hereby direct NFS, and NFS hereby agrees, not to vote or take any discretionary or voluntary action with respect to any fractional share position. Furthermore, you acknowledge that you cannot vote or take any discretionary or voluntary action with respect to any fractional share position. Accordingly, while NFS may notify you of issuer meetings, NFS will not solicit proxies in connection with fractional share positions, and you cannot vote proxies for fractional share positions. Fractional shareholders will not be able to provide instruction in connection with voluntary corporate actions (e.g., tenders), except for optional dividends; and NFS will not vote proxies for any fractional shares it holds as principal and will not affirmatively participate in any voluntary corporate actions.

In the case of a dividend paid on, or a redemption of, an NMS security, the dividend or redemption proceeds will be passed along to you in proportion to your ownership interest, inclusive of fractional share interests. NFS will only support payments that are equal to or greater than \$.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), will be handled in accordance with the process described in the section titled "Undistributable Interests" below.

Holders of fractional share positions may participate in dividend reinvestment programs ("DRIPS") to the same extent as if they owned a full share (adjusted for their fractional share interest in the dividend). In the event that the amount is too small to be reinvested (based on the .001 rounding convention described above), but large enough to be distributed as

cash (i.e., at least \$0.01), it will be paid to you. Smaller amounts will be handled in accordance with the process described in the section titled “Undistributable Interests” below.

For mandatory reorganizations, such as mergers and acquisitions, or other involuntary corporate actions, such as stock splits or stock dividends, typically NFS will distribute interests in proportion to your ownership interest, inclusive of fractional share interests. NFS will distribute interests in fractional amounts to three decimal places. Amounts smaller than that, or nondivisible amounts, will be handled in accordance with the process described in the section titled “Undistributable Interests” below. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as NFS’s applicable policies and procedures, which may result in a different outcome from what is described herein.

Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described previously. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to your ownership interest, and anything that cannot be divided will be handled in accordance with the process described in the section titled “Undistributable Interests” below. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as NFS’s applicable policies and procedures, which may result in a different outcome from what is described above.

Undistributable Interests

NFS will only support payments that are equal to or greater than \$.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), will not be distributed. Instead, it is generally but not always the case that when the aggregate value to be distributed is less than or equal to \$1.00, it will be retained by NFS, and when it exceeds \$1.00, it will be escheated.

Tax Treatment

NFS and you agree to treat you as the owner of all fractional share interests allocated to your account, to file all tax returns in accordance with such treatment, and to take no action inconsistent with such treatment.

Additional Considerations

Fractional share positions may be illiquid. NFS does not guarantee that there will be a market for fractional share positions and makes no representations or warranties about its ability or willingness to continue to trade as principal in fractional share quantities.

If your account is closed, your fractional shares may be liquidated and the proceeds distributed to you as cash.

The fractional share component of certain orders may not be eligible for “Price Improvement.” Also, Price Improvement will operate differently, and in some situations less advantageously, in connection with Fractional Trading from the way it would if you were trading in whole share quantities. Additionally, because in certain situations Price Improvement on the fractional share component of an order will affect the execution price rather than the share quantity of an order, the effect of the improvement on a dollar-value order in those situations will be to increase or decrease the value of the order outside of what was requested.

If your account has been approved for margin, notwithstanding the terms of the Customer Agreement, Fidelity will not lend (hypothecate) your fractional share positions.

If you hold fractional share positions in your account (these positions come about for a variety of reasons, such as DRIPs or corporate actions), it has been Fidelity’s practice to automatically sell these holdings when you place an order to sell your entire whole share position (“Auto-liquidate”). The first time you place an order to buy or sell a security using the Fractional Trading functionality, we will turn off the Auto-liquidate feature in your account so that going forward, those positions will be handled like any other fractional share position acquired using Fractional Trading (i.e., you will need to affirmatively sell those fractional share positions if you wish to sell your entire position in that security).

Precious Metals

In general, precious metals and other collectibles within the meaning of Section 408(m) of the Internal Revenue Code may not generally be purchased in an IRA or other retirement account except as otherwise permitted under ERISA and the Internal Revenue Code, as applicable, and to the extent permitted by Fidelity. To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is your responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from such account under Section 408(m).

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through us. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and we cannot guarantee you an advantageous price when you trade them.

If you store precious metals through us, storage fees will apply.

Trading in Volatile Markets — Understand the Risks

Volatile markets can present higher trading risks. Ways to manage some of these risks include:

- **Consider placing limit orders instead of market orders** In certain market conditions or with certain types of volatile securities, price changes may be significant and rapid during regular or after-hours trading. In these cases, placing a market order could result in a transaction that exceeds your available funds, meaning that Fidelity would have the right to sell other assets in your account. This is especially a risk in accounts that you cannot easily add money to, such as retirement accounts.
- **Be aware that quotes, order executions, and execution reports could be delayed** During periods of heavy trading or volatility, quotes that are provided as “real time” may be stale—even if they appear not to be—and you may not receive every quote update. Security prices can change dramatically during such delays, and order execution may be delayed or unavailable.
- **If you attempt to cancel an order, understand that there is no guarantee that an open order can be canceled, in whole or in part** If you wish to replace an order you have attempted to cancel, be sure your original order is actually canceled. Don’t rely on a receipt for your cancellation order; that order may have arrived too late for us to act on.
- **Use other ways to access Fidelity during peak volume times** Phone or computer capacity limitations could mean delays in getting information or placing orders. If you are having problems with one method, try another.

The chances of encountering these risks are higher for individuals using day-trading strategies. In part for this reason, Fidelity does not promote day-trading strategies.

For more information on trading risks and how to manage them, visit [Fidelity.com](https://www.fidelity.com) or contact Fidelity.

Closing Your Account

We can close your account, or terminate any optional feature, at any time, for any reason, and without prior notice. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. We may automatically close accounts with zero balances.

Regardless of how or when your account is closed, you will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. Note that a final disbursement of assets may be delayed until any remaining issues have been resolved.

Monitoring Your Account and Notifying Us of Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving transaction confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. Please note that, unless we have otherwise contractually agreed to do so, we do not have an ongoing responsibility to monitor an investment strategy, account type, or securities bought, sold, or held in your account, even in cases where we have made a recommendation.

Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written confirmation (see contact information following “Things to Know Before Using Your Account”).

You agree to notify us immediately if:

- you placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgment)
- you received confirmation of an order you did not place, or any similar conflicting report
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account
- your password or access device is lost or stolen, or you believe someone has been using it without authorization

If any of these conditions occurs and you fail to notify us immediately, neither we nor any other Fidelity affiliate will be liable for any consequences. If you do immediately notify us, our liability is limited as described in this agreement.

With any feature or service that is governed by a separate agreement (such as an options trading agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement.

If, through any error, you have received property that is not rightfully yours, you agree to notify us and to immediately return the property and any earnings it may have yielded.

If we identify an error in connection with property you have received from or through us or a Fidelity affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.

Complying with Applicable Laws and Regulations

In keeping with federal and state laws, and with securities industry regulations, you agree to notify us in writing if any of the following occur (with all terms in quotes defined as being within the meaning of the Securities Act of 1933):

- if you are, or later become, an employee or other “associated person” of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or Fidelity or any Fidelity “affiliate”
- if you are, or later become, an “affiliate” or “control person” with respect to any security held in your account
- if any transactions in your account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws

You also agree:

- if you are, or later become, an “associated person” of a member firm of an exchange or FINRA, that you have obtained consent of the “employer member,” and you authorize Fidelity upon request

by an employer member to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to all of your accounts, including all accounts subject to FINRA rules and unit investment trusts, municipal fund securities, and qualified programs pursuant to Section 529 of the Internal Revenue Code.

- to ensure that your account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met
- to comply with all policies and procedures concerning “restricted” and “control” securities that we may require
- to comply with any insider trading policies that may apply to you as an employee or “affiliate” of the issuer of a security

If you or another individual associated with your account resides outside the US, Fidelity may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all account features, products, or services. By opening or maintaining an account with Fidelity, you acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase, or sale would be unlawful under the laws of such jurisdiction.

Limits to Our Responsibility

Although we strive to ensure the quality and reliability of our services, including electronic services (such as online, wireless, and automated telephone services), neither we nor any third party whose services we arrange for are responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys’ fees, or other fees and expenses) as a result of any of the following:

- cancellation of an accepted trade in which Fidelity reasonably determines, in its sole discretion, that there was a data, clerical or other similar error in the handling or processing of the trade, including but not limited to a situation where a third party caused such error
- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic
- cancellation of an accepted/executed trade when dealers and/or contra-parties notify Fidelity that they are unable to deliver the bonds because the order was filled in error
- investment decisions or instructions placed on your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- with respect to electronically provided market data or other information provided by third parties, any flaw in the timing, transmission, receipt, or substance (such as any inaccuracy, error, delay, omission, or sequence error, any nonperformance, or any interruption of information), regardless of who or what has caused it to occur
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- the usage of information received by you or us through any electronic services
- telephone requests for redemptions, so long as we transmit the proceeds to you or the bank account number identified
- difficulties receiving information or accessing your account that are due to the equipment you use, including difficulties resulting from technical incompatibilities, malfunctions, inherent limitations, or interruptions in service
- any checks or other debits to your account that are not honored because the account has insufficient funds

If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account and Notifying Us of Errors." Fidelity reserves the right to restrict your account from withdrawals and/or trades if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Fidelity also reserves the right to restrict your account from withdrawals and/or trades if Fidelity is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

Indemnification

You agree to indemnify us from, and hold us harmless for, any losses (as defined in "Limits to Our Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

If you use any third-party services or devices in connection with your account (such as Internet service or wireless devices), all service agreements and payments for these are your responsibility. Rates and terms are set by the service providers and are not Fidelity's responsibility.

Note that beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

Terms Concerning This Agreement

Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account (such as the usage agreement for Fidelity.com), or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

Governing Laws and Policies

This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.

All transactions through Fidelity are subject to the rules and customs of the marketplace where they are executed, as well as to applicable state and federal laws. In addition, the services below are subject to the following laws and policies:

- Securities trades: any Fidelity trading policies and limitations that are in effect at the time
- Online services: the license or usage terms posted online
- Checkwriting: the applicable provisions of the Uniform Commercial Code and the terms governing the service

Modification and Enforcement

We may amend or terminate this agreement at any time. This may include changing, dropping, or adding fees and policies; changing features and services or the entities that provide them (such as the bank that provides checkwriting); and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Apart from changes originating in these ways, no provision of this agreement can be amended or waived except in writing by an authorized representative of Fidelity.

Fidelity may transfer its interests in this account or agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement (including de facto transferal by giving a nonowner access to the account using a password) except with the prior written approval of Fidelity, or through inheritance, divorce, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We may enforce this agreement against any and all account owners. In addition, any securities exchanges or associations that provide information to you through your account may enforce the terms of this agreement directly against you. Although we may not always enforce certain provisions of this agreement, we retain our full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in effect.

Fidelity may use the electronically stored copy of your (or your agent's) signature, any written instructions or authorization, the account application and this agreement as the true, complete, valid, authentic, and enforceable record, admissible in judicial, administrative, or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copies of such documents in any proceeding between you and Fidelity.

Disclosures

Consumer Reporting Agencies

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

We may also provide information about you and your account as well as the activity in your account to one or more consumer reporting agencies. If you believe that information Fidelity has provided about you or your account or the activity in your account is not accurate, you may notify us at:

Fidelity Investments
Attn: Customer Data Disputes
P.O. Box 770001
Cincinnati, OH 45277-0045

In order for us to investigate any dispute that you may submit to us with respect to information that we have provided, please provide us with the following information:

- (1) Your name, address, and account number;
- (2) An identification of the specific information that you believe is not accurate; and
- (3) An explanation of the basis for your dispute.

Service Providers

Retirement brokerage services are provided by NFS, an affiliate of FBS. Bonds may be traded through NFS (which may choose to act as principal or agent) or through external dealers. Services available through this account are the property of Fidelity or the third parties from which Fidelity has obtained rights. Market data provided by national securities exchanges or associations remain the property of those entities.

Routing of Orders

FBS routes most customer orders to its affiliated broker-dealer, NFS, which in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to publicly quoted market prices. Although you can instruct us to send an order to a particular marketplace, our order-routing policies are designed to result in transaction processing that is favorable for you. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

Conflicts of Interest and Compensation

Fidelity and its affiliates receive fees for providing certain products and services. Below is a partial list of affiliates, and the services they are paid for:

- Fidelity Management & Research Company—fee for serving as an investment adviser to the Fidelity funds.

- FBS, NFS, or their affiliates may receive compensation in connection with the purchase and/or ongoing maintenance of positions in certain mutual funds in your account. FBS, NFS, or their affiliates may also receive compensation for such things as systems development necessary to establish a fund on their systems, a fund's attendance at events for FBS' clients, and/or representatives and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus; marketing, engagement, and analytics program participation fees; maintenance fees; start-up fees; and infrastructure support paid by the fund, its investment advisor, or an affiliate.
- FBS and/or NFS receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker/dealers or market centers for execution. Information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS and/or NFS and other affiliates is also more fully described in the FBS Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available online at [Fidelity.com/Reg-BI](https://www.fidelity.com/Reg-BI). Disclosure and information about the foregoing is also available upon written request.

Warranty Disclaimer

Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will we or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.

Money Market Fund Investments

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 money market funds and you should not expect that the sponsor will provide financial support to the fund at any time.

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

Texas House Bill 1454 "Designated Representative"

For Texas residents (or those using a Texas address as a legal address), under Texas House Bill 1454 Act No. 350, you, as an account owner of shares of a mutual fund, may designate a representative for the purpose of receiving a due diligence notice; however, you are not required to designate a representative. If you add a designated representative, you acknowledge that:

- Fidelity is required to mail written notice to the representative, in addition to mailing the notice to the owner, upon presumption of abandonment of the account.
- The designated representative does not have any rights to the mutual fund shares and may not access the shares.

The process by which you select a designated representative is done through a written form, which may be accessed online or requested by phone.

Wisconsin Marital Property Act

Married Wisconsin residents should be aware that no provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of, or given complete information about, that agreement or decree.

Residing Outside the United States

If we determine that you reside outside the United States, you will be subject to certain limitations. While we generally make this determination by looking at the address information on our books and records (including the addresses maintained by the account owner and certain individuals with control over the account), we reserve the right to consider other information when making this determination and/or subjecting you to these limitations.

Generally speaking, regardless of where you reside, you will be subject to certain limitations. These include, but are not limited to, the following: (i) we will provide you with only ministerial or administrative services, which means that, among other things, our representatives will not engage in discussions with you about such topics as asset allocation, income planning, or portfolio composition; and (ii) you will not be permitted to purchase additional shares of any U.S. mutual fund (except pursuant to a dividend reinvestment program or in other limited circumstances), which among other things will affect the operation of your core account (please refer to the Core Account section of this Agreement for further details).

In addition to the foregoing, depending on where you reside, you may be subject to additional restrictions (for example, margin lending or options trading may not be permitted) up to and including restrictions that will prevent you from making additional deposits or purchasing additional securities positions (i.e., you will be prohibited from doing anything in your account other than selling your existing holdings and withdrawing the proceeds).

Notwithstanding the above, special rules govern your relationship with us if you live in Canada. Because of this, and because every situation is unique, you should contact Fidelity if you have questions about how you may be affected.

If you notify us that you do not reside outside the U.S., these limitations may be lifted.

Unclaimed Property

Your account balance and certain uncashed checks issued from your 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.

Redemption Features/Callable Securities Lottery

Certain debt securities may have redemption features in addition to those disclosed on the trade confirmation including, for example, special mandatory redemption features such as sinking funds provisions. It is the customer's obligation to review all disclosure documents the customer may receive, and to understand the risks of calls or early redemptions, which may affect yield. Issuers may, from time to time, publish notices of offers to redeem callable securities within limited time, price, and tender parameters. NFS is not obligated to notify customers of such published calls. Information about whether a municipal security is callable can be accessed via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") website (www.emma.msrb.org).

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent, and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer

accounts that will be called/redeemed. NFS's allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent, and/or depository with respect to the partial call, and also to withdraw excess margin securities, provided your account is not subject to restriction under the Federal Reserve's Regulation T or such withdrawal will not cause an undermargined condition. If you have bought or sold a security, and prior to the settlement of your trade, the issuer initiates a call of the security, NFS reserves the right to cancel your trade. Customers are responsible for covering any outstanding short positions, as well as any other resulting costs in their account, that result from the lottery. For more information and an example of the impartial lottery process, please go to: http://personal.fidelity.com/products/fixedincome/FI_Common_Risk.shtml.

FINRA BrokerCheck

As part of the Financial Industry Regulatory Authority (FINRA) BrokerCheck program, you have access to the FINRA BrokerCheck hotline at 800-289-9999 and the FINRA website at finra.org. You can call or email your inquiries and request a brochure that includes information detailing the BrokerCheck program.

MSRB Investor Brochure

Fidelity Brokerage Services LLC is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). An investor brochure may be obtained at msrb.org that describes the protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

Resolving Disputes — Arbitration

This agreement contains a predispute arbitration clause. Under this clause, which you agree to when you sign your account application, you and Fidelity agree as follows:

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in

arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between you and us concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction, or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between you and us, whether entered into or arising before, on, or after the date this account is opened) shall be determined by arbitration through the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as you may designate. If you commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any

other United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.



PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST

This important disclosure information about Fidelity Brokerage Services LLC ("FBS") is provided to comply with the federal securities laws. It does not create or modify any agreement, relationship, or obligation between you and FBS (or your financial intermediary). Please consult your account agreement with us and other related documentation for the terms and conditions that govern your relationship with us. This information does not amend or supersede any of your existing agreements with us.

Introduction

This document provides retail customers (referred to as "you" or "your") with important information regarding your relationship with FBS (referred to as "we," "us," or "our"), a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC"), and a member of the Financial Industry Regulatory Authority ("FINRA"), the New York Stock Exchange ("NYSE"), and Securities Investor Protection Corporation ("SIPC"). Within this document, you will find information regarding the products and services FBS offers, including their material limitations and risks. In addition, this document describes the conflicts of interest that arise in FBS' business, including those conflicts that arise from compensation received by FBS, its affiliates, and its registered representatives ("Representatives"), and how we address those conflicts.

FBS offers brokerage accounts and services for personal investing, including retail, retirement (such as Individual Retirement Accounts ["IRAs"]) and cash management services (credit and debit cards, checkwriting, etc.). These accounts generally allow you to invest in mutual funds, exchange-traded funds, stocks, bonds, options, college savings plans, insurance products, and more. FBS brokerage accounts also may be available to you through a workplace retirement plan serviced by Fidelity Workplace Services, and the available investment options and services are determined by your plan's sponsor. FBS works with its affiliated clearing broker, National Financial Services LLC ("NFS"), along with other affiliates, to provide you with these brokerage accounts and services.

When providing brokerage services to you, FBS is required to:

- Have reasonable grounds to believe that any security, investment strategy, or account type that we specifically recommend to you is in your best interest after taking into account factors relevant to your personal circumstances, such as your age, other investments, financial situation and needs, tax status, investment objectives, investment experience, investment time horizon, liquidity needs, risk tolerance, and other financial information you have disclosed to us (your "Investment Profile") and the cost associated with our recommendation, (this is our "best interest obligation");
- Ensure that your trades are executed with diligence and competence and seek to provide best execution in light of prevailing market conditions;
- Treat you in a manner consistent with principles of fair dealing and high standards of honesty and integrity; and
- Not be obligated to provide recommendations to you, or to update recommendations made previously, and not doing so should not be viewed as a recommendation to hold an investment.

Your FBS brokerage account ("FBS Account") is self directed. This means that you or someone you designate are solely responsible for deciding whether and how to invest in the securities, strategies, products, and services offered by FBS. You or your designee are also solely responsible for the ongoing review and monitoring of the investments held in your FBS Account, even if FBS has made a recommendation to you. It is important you understand that, unless specifically agreed to in writing, FBS will not monitor any investment recommendation made to you or the investments held in your Account. You are responsible for independently ensuring that the investments in your FBS Account remain appropriate given your Investment Profile.

There is no minimum investment to open an FBS Account, but there are minimums to purchase some types of investments. All transaction charges will be identified to you in the confirmation of a transaction and/or in the account statement FBS sends to you on a periodic basis. Please see the FBS Account Customer Agreement ("Customer Agreement") and the FBS Brokerage Commission and Fee Schedule ("Schedule") for information regarding the transaction fees and other charges that apply to your FBS account, including trade execution, clearing, and other services provided by our affiliate, NFS, as well as the terms and conditions applicable to your FBS' Account, which can be found at [Fidelity.com/information](https://www.fidelity.com/information).

- **FBS Accounts and Intermediaries:** You may have an FBS Account in connection with services provided by an investment advisor affiliated with FBS including Fidelity Personal and Workplace Advisors LLC ("FPWA") or a third party, such as a registered investment advisor, retirement plan administrator, bank, or family office (collectively referred to as an "Intermediary" or "Intermediary Accounts"). **While FBS and its affiliates provide services to Intermediary Accounts, FBS generally does not provide recommendations to Intermediary Accounts and does not monitor Intermediary Accounts or the investments held therein.** Your Intermediary may offer different investment services and products from those offered by FBS. Please contact your Intermediary for more information on the services offered, conflicts of interest, and the fees you will pay.

How We Recommend Investments

FBS provides various tools and methodologies to help you choose your investments, investment strategies, and accounts. FBS Representatives use these tools and methodologies when working with you. In addition, many of these tools are available to you

directly on our websites and mobile applications. FBS tools and methodologies use information you provide about your financial goals, investment objectives, and financial situation. When developing a recommendation that is in your best interest, we consider your Investment Profile as well as the potential risks, rewards, and costs associated with the investment, strategy or account recommendation. Please note that when making recommendations to you we only recommend from among certain products and services that we offer. Although cost is a factor we consider in making recommendations to you, it is only one of several factors. As a result, we do not necessarily recommend the lowest-cost investment option, and lower-cost alternatives might be available with similar or different risk and return characteristics. We are not obligated to provide recommendations to you, or to update recommendations previously made, and not doing so should not be viewed as a recommendation to hold any investment.

Retirement and Other Tax-Advantaged Accounts

We offer a variety of retirement and other tax-advantaged accounts (including IRAs, 401(k) plan accounts, Health Savings Accounts [“HSAs”], and other similar accounts, collectively “Retirement Accounts”). While we have a best interest obligation when we provide a recommendation to a retirement account, unless we agree in writing, we are not a fiduciary as defined by the Employee Retirement Income Security Act (ERISA) or Internal Revenue Code, and any recommendations we provide should not be relied on as a primary basis for investment decisions made in your retirement accounts.

Conflicts of Interest

Conflicts of interest arise because we offer a variety of products and services. The products and services we offer have different costs to you and different levels of compensation earned by us, our affiliates, and our Representatives. Generally, FBS and our affiliates earn more compensation when you select a product or service offered by us or one of our affiliates (i.e., a “proprietary” product or service), as compared to a product or service offered by a third party. As a result, FBS has a financial incentive to recommend certain accounts, products, and services, including those that are proprietary, over others when working with you. Most FBS Representatives receive variable compensation based on the type of product or service you select, but FBS Representatives’ compensation is not affected by whether you purchase a proprietary product or service or a similar third-party product or service offered through us.

We seek to address these conflicts in multiple ways. For example:

- We primarily use standardized methodologies and tools to provide advice so that recommendations made for your FBS account are in your best interest, based on your needs and financial circumstances.
- We train, compensate, and supervise FBS Representatives appropriately to provide you with the best client experience, which includes offering products and services that are in your best interest based on your financial situation and needs. As described in the “How We Pay Our Representatives” section below, products and services that require more time and engagement with a customer and/or that are more complex or require special training or licensing typically provide greater compensation to a Representative. Based on these neutral factors, the compensation received by a Representative in connection with certain products and services offered by us or our affiliates, including certain investment advisory programs offered through our investment advisor affiliate FPWA, is greater than the compensation Representatives receive for other products and services that we offer.
- We disclose information to you about any important conflicts of interest that are associated with a recommendation in advance of providing you with a recommendation so that you can make informed decisions.

How We Pay Our Representatives

- FBS takes customer relationships very seriously and has processes in place to help ensure that the products and services you select are in your best interest and that you receive the standard of care and attention you deserve. FBS Representative compensation is designed to ensure that our Representatives are motivated and compensated appropriately to provide you with the best possible service, including products and services that are appropriately based on your needs. This section generally describes how we compensate FBS Representatives. Specific FBS Representative compensation with respect to the products and services we offer is described in the “Investment Products and Services” section below.
- Most FBS Representatives are eligible to receive some amount of variable compensation in addition to their base pay. Certain Representatives receive variable compensation that is impacted by the type of product or service you select. These compensation differentials are based on the relative time required to become proficient enough, including receiving and maintaining additional licensing, as applicable, to be able to recommend more complex products and services to you (for example, insurance products or investment advisory services offered by our affiliates FILI and FPWA, as compared to the relative time required to become proficient enough to recommend a money market fund). More complex products and services typically provide greater compensation to our Representatives, FBS, and/or our affiliates. Although we believe that it is fair to compensate our Representatives based on the time involved with the sale of more complex products, this compensation structure creates a financial incentive for Representatives to recommend these products and services over others. FBS addresses these conflicts of interest by training and supervising our Representatives to make recommendations that are in your best interest and by disclosing these conflicts so that you can consider them when making your financial decisions.
- For additional information about FBS Representative compensation, please see [Fidelity.com/information](https://www.fidelity.com/information).

Investment Products and Services Offered by FBS

General Investment Risks

All investments involve risk of financial loss, and there is no guarantee that you will reach your investment goals. Historically, investments with a higher return potential also have a greater risk potential. Events that disrupt global economies and financial markets, such as war, acts of terrorism, the spread of infectious illness or other public health issues, and recessions, can magnify an investment’s inherent risks.

The general risks of investing in specific products and services offered by FBS are described below. Detailed information regarding a specific investment's risks is also provided in other disclosure and legal documents we make available to you, including prospectuses, term sheets, offering circulars, and offering memoranda. As stated previously, you are responsible for deciding whether and how to invest in the securities, strategies, products, and services offered by FBS. You should carefully consider your investment objectives and the risks, fees, expenses, and other charges associated with an investment product or service before making an investment decision. The investments held in your Account (except for certificates of deposit ["CDs"] or a Federal Deposit Insurance Corporation ["FDIC"] insured deposit account bank sweep) are not deposits in a bank and are not insured or guaranteed by the FDIC or any other government agency.

Fees and Charges

Details regarding the fees, charges, and commissions associated with the investment products and services described below are available at [Fidelity.com/information](https://www.fidelity.com/information).

Available Securities

This section generally describes the securities offered by FBS, the fees you will pay, how we and/or our affiliates are compensated, the associated risks and Representative compensation. If you are investing through your workplace retirement plan, the securities available to you may be limited by your plan sponsor.

Bonds, Municipal Securities, Treasuries, and Other Fixed Income Securities

FBS offers fixed income securities including, among others, corporate bonds, U.S. Treasuries, agency and municipal bonds, and CDs. You can purchase fixed income securities from us in two ways: directly from the issuer (new issues) in the primary market and through broker-dealers, including affiliates of FBS, in the secondary market. FBS also offers brokered CDs issued by third-party banks.

FBS makes certain new issue fixed income securities available without a separate transaction fee. New issue CDs are also offered without a transaction fee. With respect to fixed income securities purchased or sold through the secondary market, the cost for the transaction (commonly called a "mark-up" for purchases or "mark-down" for sales) is included in the purchase or sale price. In addition to any markup or markdown, an additional transaction charge can be imposed by FBS when you place your order through an FBS Representative, depending on the type of fixed income security you purchase.

FBS or its affiliates receive compensation from the issuer for participating in new issue offerings of bonds and CDs. Information about the sources, amounts, and terms of this compensation is contained in the bond's or CD's prospectus and related documents. For secondary market transactions, FBS and/or its affiliates can receive compensation by marking up or marking down the price of the security. For information regarding trading and order routing practices, including compensation, see the "Order Routing and Principal Trading by FBS Affiliates" section below.

In general, the bond market is volatile and fixed income securities carry interest rate risk (i.e., as interest rates rise, bond prices usually fall, and vice versa). Interest rate risk is generally more pronounced for longer-term fixed income securities. Very low or negative interest rates can magnify interest rate risks. Changing interest rates, including rates that fall below zero, can also have unpredictable effects on markets and can result in heightened market volatility. Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. Tax code changes can impact the municipal bond market. Lower-quality fixed income securities involve greater risk of default or price changes due to potential changes in the credit quality of the issuer. Foreign fixed income investments involve greater risks than U.S. investments, and can decline significantly in response to adverse issuer, political, regulatory, market, and economic risks. Fixed income securities sold or redeemed prior to maturity are subject to loss.

Certain FBS Representatives are compensated in connection with the purchase of fixed income securities in your FBS Account. Representative compensation is not affected by whether the security is purchased or sold as a new issue or in a secondary market transaction and is paid irrespective of whether our Representative recommended the transaction to you. Representative compensation is based on the type of fixed income security that you purchase, with compensation for CDs and U.S. Treasury bonds being lower than for other types of fixed income securities. As a result, these Representatives have a financial incentive to recommend certain fixed income products over others. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

Exchange-Traded Funds (ETFs)

FBS offers ETFs sponsored by an FBS affiliate and by third parties.

FBS does not charge a commission or other transaction fee for ETFs purchased online but will charge you a transaction fee if purchased through an FBS Representative. You will pay a fee on the sale of any ETF, which will be identified in a transaction confirmation sent to you.

FBS and its affiliate NFS receive compensation from BlackRock Fund Advisors, the sponsor of the iShares® ETFs, in connection with a marketing program that includes promotion of iShares® ETFs and inclusion of iShares funds in certain FBS and NFS platforms and investment programs. This marketing program creates an incentive for FBS to recommend the purchase of iShares ETFs. Additional information about the sources, amounts, and terms of this compensation is contained in the iShares ETF's prospectuses and related documents. FBS and its affiliate NFS also have commission-free marketing arrangements with several other sponsors of active and smart beta ETFs under which they are entitled to receive payments.

For the specific risks associated with an ETF, please see its prospectus or summary prospectus and read it carefully.

Certain FBS Representatives are compensated in connection with the purchase of ETFs in your FBS Account, regardless of whether the Representative recommended the transaction to you. Representatives receive no additional compensation for the sale of iShares ETFs versus other ETFs.

Insurance and Annuities

FBS and its affiliates offer proprietary and nonproprietary life insurance and annuities issued by FBS-affiliated insurance companies and third-party insurance companies.

The insurance companies charge fees that are disclosed either explicitly or incorporated into the product's benefits or credits (referred to as a "premium"). The fees for these products vary depending on the type of product purchased, any available options selected, and surrender charges incurred, if any. Any explicit fees are disclosed in the respective prospectus, contract, and/or marketing materials. FBS or its affiliates receive a commission from the issuing insurance companies for sales of their insurance and annuity products.

Life insurance and annuities are subject to risks, including the claims-paying ability of the issuing insurance company, which are detailed in the prospectus, contract, and/or marketing materials.

Certain Representatives are compensated in connection with your purchase of insurance and annuity products. This compensation is not affected by the type of insurance or annuity product you purchase or whether you purchase a proprietary or third-party product, but this compensation is higher than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, these Representatives have a financial incentive to recommend insurance and annuity products over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

Mutual Funds

FBS offers proprietary and third-party mutual funds that do not have a transaction fee, as well as third-party mutual funds available with a sales load and/or a transaction fee. Neither FBS nor its Representatives provide recommendations with respect to mutual funds that have a transaction fee.

FBS does not charge a fee for the purchase or sale of no-transaction-fee or load mutual funds. FBS will impose a short-term trading fee for sales of all nonproprietary, no-transaction-fee funds made within 60 days of purchase. For transaction fee funds, FBS charges a fee for all purchases. Load funds have a sales charge imposed by the third-party fund company that varies based on the share class of the fund, which is described in each fund's prospectus. You can find more information about mutual fund fees by visiting [Fidelity.com/information](https://www.fidelity.com/information).

FBS and its affiliates earn the following compensation from mutual fund transactions:

- FBS or its affiliates receive a portion of the sales load paid to a third-party fund company.
- FBS affiliates earn compensation from the ongoing management fees for proprietary funds, as identified in the funds' prospectuses.
- FBS and its affiliates receive compensation from certain third-party fund companies for (i) access to, purchase or redemption of, and maintenance of their mutual funds and other investment products, and (ii) other related shareholder servicing provided by FBS or its affiliates to the funds' shareholders. This compensation consists of asset and position-based fees, fund company and fund start-up fees, infrastructure support fees, fund company minimum monthly fees, and fund low platform asset fees.
- FBS and its affiliates also receive compensation through a fixed annual fee from certain third-party fund companies that participate in an exclusive marketing, engagement, and analytics program. The only third-party fund companies eligible to participate in this program are those that have adequately compensated FBS or its affiliates for shareholder servicing and that have demonstrated consistent customer demand for their funds.

For the specific risks associated with a mutual fund, please read its prospectus or summary prospectus carefully.

Certain FBS Representatives are compensated in connection with the purchase of no-transaction-fee funds in your FBS Account, regardless of whether the Representative recommended the transaction to you. Representative compensation is not affected by whether you purchase a proprietary or third-party fund or by the amount of compensation received by FBS or its affiliates in connection with a proprietary or third-party fund.

Private Funds and Alternative Investments

FBS offers certain proprietary and third-party privately offered funds and other alternative investments.

Investing in private funds and alternative investments are subject to certain eligibility and suitability requirements. The fees for purchasing these types of investments are typically higher than for mutual funds or ETFs. For details regarding a specific private fund or alternative investment, including fees and risks, please read its offering materials carefully.

FBS receives compensation from its affiliates and third parties for distributing and/or servicing alternative investments. FBS affiliates also earn compensation from the ongoing management fees for proprietary alternative investments.

Certain Representatives are compensated in connection with the purchase of alternative investments. Representative compensation is not affected by whether you purchase a proprietary or third-party alternative investment, but this compensation will be higher than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, Representatives have a financial incentive to recommend alternative investments over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

Stocks and Options

FBS offers for purchase and sale the stocks of publicly traded companies listed on domestic and international exchanges, as well as options on many of these securities.

FBS does not charge you a commission for online U.S. stock transactions but will charge you a commission if such orders are placed over the phone or through a Representative. Sell orders for equities are charged an activity assessment fee. There are also specific commissions, fees, and charges that apply to transactions in stocks listed on international exchanges. Options have a per-contract fee when traded online and a commission and per-contract fee apply if traded over the phone or through a Representative. For all options trades, other regulatory fees apply. There are additional costs associated with options strategies that call for multiple purchases and sales of options, such as spreads, straddles, and collars, as compared with a single options trade.

FBS charges a commission for stock transactions and charges commissions and per-contract fees for options transactions. For information regarding trading and order routing practices, including compensation, see the "Order Routing and Principal Trading by FBS Affiliates" section below.

Stock markets are volatile and can fluctuate significantly in response to company, industry, political, regulatory, market, infectious illness, or economic developments. Investing in stocks involves risks, including the loss of principal. Stocks listed on foreign exchanges involve greater risks than U.S. investments, including political and economic risks and the risk of currency fluctuations, all of which may be magnified in emerging markets.

Options trading entails significant risk and is not appropriate for all investors. Before you make use of options in any way, it's essential to fully understand the risks involved, and to be certain that you are prepared to accept them. Before trading options, please read *Characteristics and Risks of Standardized Options*, which can be found by visiting [Fidelity.com/information](https://www.fidelity.com/information).

Additional FBS Account Services, Features, and Types

Checkwriting Services

You can set up checkwriting within your FBS account. Checks are issued through a bank that we have entered into an arrangement with to provide checkwriting services. Checkwriting is not available for certain Retirement Accounts.

Credit and Debit Cards

Credit Cards

FBS has an arrangement with a third-party service provider that allows the service provider to issue several different versions of a co-branded credit card. Most of these credit cards offer cash back rewards, among other features. If you are an FBS customer and choose to have one of these credit cards, you have the option of depositing these rewards into your FBS account. Under the terms of our arrangement with the issuer of these credit cards, FBS or its affiliates share the revenue attributable to these credit cards with the issuer.

Debit Cards

FBS has entered into an arrangement with a third-party service provider that provides FBS customers with a debit card to access the uninvested cash in their FBS Accounts. FBS pays the service provider fees in exchange for its services, and those fees are reduced in part or eliminated entirely by revenue generated in connection with certain transactions initiated by customers when using these debit cards.

College Savings Accounts/Plans, ABLE Plans, and Other Custodial Accounts

FBS or its affiliates offer a variety of state-sponsored 529 college savings plans ("529 Plans"), at both the state and national level, and ABLE disability account savings plans ("ABLE Plans").

There is no annual account fee or minimum required to open a 529 Plan or ABLE Plan account managed by Fidelity. Some states offer favorable tax treatment to their residents only if they invest in their own state's plan. Before making any investment decision, you may want to consider whether your state or the designated beneficiary's home state offers its residents a plan with alternate state tax advantages or other state benefits such as financial aid, scholarship funds, and protection from creditors.

FBS or its affiliates receive program manager fees as well as portfolio management and underlying fund fees from the 529 Plans as compensation for services provided to the Plans that include, but are not limited to, administrative, management, marketing, and investment management services. The fees associated with these Plans are described in each Plan's Disclosure Document.

Investments in 529 and ABLE Plans are municipal fund securities and are subject to market fluctuation and volatility. See the Plan's Disclosure Document for additional information regarding risks.

Certain FBS Representatives are compensated for sales of 529 and ABLE Plans. This compensation is the same regardless of the Fidelity-managed 529 or ABLE product you choose to purchase, but this compensation is higher than the compensation received in connection with other types of investments offered by FBS, such as money market funds, equities, CDs. As a result, these Representatives have a financial incentive to recommend these types of Plans over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, by supervising our Representatives, and by disclosing these conflicts so that you can consider them when making your financial decisions.

You can also invest on behalf of a minor through a custodial account (also known as an UGMA or UTMA account, based on the Uniform Gifts/Transfers to Minors Acts). Funds in a custodial account are irrevocable gifts and can only be used for the benefit of the minor. Securities discussed in this document can be purchased through these custody accounts, and our Representatives are compensated in connection with your purchase of such securities as with other brokerage accounts.

Fully Paid Lending Program

Subject to certain eligibility and suitability requirements, you may choose to participate in our Fully Paid Lending Program ("Lending Program"). The Lending Program is available to customers holding positions in eligible U.S. equities that are difficult to borrow. You will enter into a separate agreement, commonly referred to as a Master Securities Lending Agreement, with our affiliate NFS, if you choose to participate in the Lending Program.

FBS and NFS earn revenue in connection with borrowing your securities and lending them to others in the securities lending market and/or facilitating the settlement of short sales.

Certain FBS Representatives can recommend the use of the Lending Program but are not compensated in connection with your participation in the Lending Program.

Health Savings Accounts

An HSA is an account that can be used by individuals enrolled in an HSA-eligible health plan to make contributions on a tax-advantaged basis and to take current or future distributions for qualified medical expenses on a tax-advantaged basis. The Fidelity HSA is a brokerage account that can be opened directly with FBS or through an Intermediary. Any recommendations provided to you for an HSA will be limited to investment management services provided by FPA, proprietary mutual funds and mutual funds that participate in the exclusive marketing, engagement, and analytics program as described in the "Investment Products and Services" section above. Note that HSAs offered in connection with your workplace benefits program are described in the "Workplace Savings Plan Accounts" section below.

There are no fees to open an HSA account with FBS, and our Representatives are not compensated when you open an HSA directly with FBS.

Certain of the securities discussed in this document can be purchased through an HSA, and our Representatives are compensated in connection with your purchase of such securities.

IRAs and Other Retirement Accounts

We offer traditional IRAs and Roth IRAs to individual investors to make investments on a tax-advantaged basis. We also offer other retirement accounts for those who are self employed (Self-Employed 401(k)s, SIMPLE IRAs, etc.) and to small business owners.

There are no fees to open IRAs or other Retirement Accounts with FBS, and our Representatives are not compensated when you open these accounts. Certain of the securities discussed in this document can be purchased through an IRA or other Retirement Account, and our Representatives are compensated in connection with your purchase of such securities.

Margin

The use of margin involves borrowing money to buy securities. If you use margin to buy eligible securities in your Account, you will pay interest on the amount you borrow. Retirement accounts are not typically eligible for margin.

Margin trading entails greater risk, including, but not limited to, risk of loss and incurrence of margin interest debt, and is not suitable for all investors. Please assess your financial circumstances and risk tolerance before trading on margin. If the market value of the securities in your margin account declines, you may be required to deposit more money or securities in order to maintain your line of credit. If you are unable to do so, we may be required to sell all or a portion of your pledged assets.

FBS Representatives are not compensated in connection with the use of margin in your FBS Account and do not make recommendations regarding the use of margin.

Rollovers from an Employer-Sponsored Retirement Plan

You can open an IRA with assets that are "rolled over" from a 401(k) or other employer-sponsored retirement plan. Our affiliates provide recordkeeping and other services to employer-sponsored retirement plans ("Workplace Savings Plans") and assets held in a Workplace Savings Plan Account can be rolled over to an FBS IRA. Similarly, assets held in a third-party retirement plan can also be rolled over to an FBS IRA.

If you are a participant in a Workplace Savings Plan and you are eligible to roll over retirement assets to an IRA, we can provide you with information and/or recommendations regarding your plan distribution options. Certain FBS Representatives are trained to discuss the financial and nonfinancial factors to consider when deciding whether to stay in your Workplace Savings Plan, roll over to another Workplace Savings Plan, or roll over to an FBS IRA. When discussing IRAs in connection with a rollover transaction, Representatives will only discuss the features of an FBS IRA. Other financial services firms may offer rollover IRAs that have different features.

If you are a participant in an employer-sponsored retirement plan that is not recordkept by an affiliate of FBS and you are eligible to roll over retirement assets to an IRA, we can provide you with information regarding the factors that are important for you to consider when deciding whether to remain in your current plan or transfer all or part of your employer-sponsored retirement plan's assets to an FBS IRA.

If you are a participant in a Workplace Savings Plan and we recommend that you roll over your Workplace Savings Plan assets to an FBS IRA, a conflict of interest exists because the compensation we and our affiliates receive from the investments, products, and services in your FBS IRA is different from the compensation we and our affiliates receive from investments, products, and services in your Workplace Savings Plan account. The compensation differential typically results because you may be able to access different investment options in an FBS IRA than in your Workplace Savings Plan account, and those investments result in more (or less) compensation to us and our affiliates.

There are no fees to open an FBS IRA and our Representatives are not compensated when you open this account. Certain of the securities discussed in this document can be purchased through an FBS IRA and our Representatives are compensated in connection with your purchase of such securities.

Sweep Options

Your FBS Account includes a “core position” that holds assets awaiting further investment or withdrawal. Depending on the type of account, the available investment options for your core position include Fidelity money market mutual funds, an FDIC-insured deposit account bank sweep, or a free credit balance. If you work with an Intermediary, your Intermediary may limit the core choice options it makes available. If you use a free credit balance, FBS’ affiliates earn interest by investing your cash overnight. For more information, please refer to the Customer Agreement at [Fidelity.com/information](https://www.fidelity.com/information). If you use a Fidelity money market fund, FBS’ affiliates earn management and other fees as described in the fund’s prospectus. If your cash is swept to an FDIC-insured deposit bank sweep account, FBS’ affiliates receive a fee from the bank receiving deposits through the bank sweep program. For more information, please refer to the FDIC-Insured Deposit Sweep Program Disclosures document at [Fidelity.com/information](https://www.fidelity.com/information).

Accounts Offered by Affiliates of FBS

Charitable Giving

Fidelity Investments Charitable Gift Fund (“Fidelity Charitable”) is an independent public charity which offers the Fidelity Charitable® Giving Account®, a donor-advised fund. FBS and its affiliates provide services to Fidelity Charitable® and are compensated in connection with those services.

Certain FBS Representatives are compensated for referrals to Fidelity Charitable.

Investment Advisory Services

Brokerage accounts and investment advisory services offered to you by FBS and its affiliates are separate and distinct. These offerings are governed by different laws and regulations and have separate agreements with different terms, conditions, and fees that reflect the differences between the services provided. It is important for you to understand that a self-directed FBS brokerage account differs from a discretionary investment advisory service where FPWA or another FBS affiliate is responsible for deciding which investments will be purchased or sold. FPWA also offers nondiscretionary investment advisory services that include financial planning, profiling, and, as appropriate, referrals to third-party investment advisors.

Investment advisory programs typically charge an ongoing fee for the investment, advice, and monitoring services provided which, in the case of FPWA discretionary advisory services, also include costs of brokerage execution and custody. Fees for these investment advisory services typically are based on the value of the assets for which the services are provided. Fees also vary based on the scope of services provided. Information regarding each of the investment advisory programs offered by FPWA, including the fees charged, can be found at [Fidelity.com/information](https://www.fidelity.com/information). FPWA’s investment advisory services are only provided with respect to the specific accounts or assets that are identified in the agreement(s) you enter into with FPWA. FPWA does not provide investment advisory services for other accounts or assets you have, either at FBS, an FBS affiliate, or with another financial institution.

FBS does not receive separate commissions in connection with FPWA’s discretionary investment advisory services; however, FBS is reimbursed for the brokerage and other services provided to FPWA.

Certain FBS Representatives also act as investment advisory representatives of FPWA. Your Representative will be acting as a registered representative for FBS when discussing self-directed brokerage accounts, services, and investments, and will be acting as an investment advisory representative for FPWA when discussing discretionary and nondiscretionary investment advisory services. FBS Representatives are compensated in their capacity as investment advisory representatives of FPWA when providing investment advisory services to you. This compensation varies based on the investment advisory service you select and can be greater than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, these Representatives have a financial incentive to recommend FPWA’s investment advisory services over other types of investments offered by FBS. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, by supervising our Representatives, and by disclosing these conflicts so that you can consider them when making your financial decisions.

Additionally, FBS’ affiliate FIWA offers advisory services to Intermediaries and to retail investors who work with Intermediaries. Generally, you must have a relationship with an Intermediary to receive the advisory services from FIWA. If you open an FBS account with FIWA for the provision of advisory services, you will generally pay a fee for the services associated with the platform fees for the investment advisors, and brokerage, clearing, and custody services provided by FIWA’s affiliates, including FBS and NFS.

Workplace Services

FBS and its affiliates can provide a range of services to your Workplace Savings Plan. These services include investment management, transfer agent, brokerage, custodial, recordkeeping, and shareholder services for some or all of the investment options available under your Workplace Savings Plan. FBS can provide you with recommendations with respect to the investments held in your Workplace Savings Plan account as permitted by your plan sponsor, either online or through an FBS Representative. Any recommendations provided to you will be limited to those investment options offered in your Plan’s investment lineup (including investment advisory services offered by FBS’ affiliate, FPWA), which are selected by the plan’s sponsor.

FBS can provide recommendations concerning a Workplace HSA. Any recommendations provided to you for a Workplace HSA will be limited to investment management services provided by FPWA, proprietary mutual funds, and mutual funds that participate in the exclusive marketing, engagement, and analytics program as described in the “Investment Products and Services” section above. Please refer to your HSA Customer Agreement and our Schedule for additional account maintenance fees that can be charged by your employer.

Our Representatives are not compensated when you participate in a workplace savings plan or open an HSA.

If you have opened an FBS Account in connection with your participation in your employer's equity compensation plan where our affiliate Fidelity Stock Plan Services, LLC, provides recordkeeping and administrative services ("Stock Plan Services"), then FBS will provide you with brokerage account services as described in your Customer Agreement at [Fidelity.com/information](https://www.fidelity.com/information). You are also subject to the terms and conditions of your employer's equity compensation plan, including any applicable prospectus, grant or enrollment agreement, or other documentation. We can also provide information regarding your employee benefits.

FBS can also provide Executive Services to certain employees and/or participants in Workplace Savings Plans and/or through Stock Plan Services. Executive Services typically include customized equity compensation analysis, assistance with retirement planning, income protection, investment strategies, and access to products and services offered by FBS.

Third-Party Services through Marketplace Solutions

We have entered into certain arrangements to make the services of various third-party vendors available to our customers. These services are generally, but not exclusively, accessed via hyperlinks on our website and mobile apps. These hyperlinks allow customers to connect directly with a vendor to obtain that vendor's services. In some cases, we receive compensation from these vendors when you decide to use their services. This compensation can take a variety of forms, including, but not limited to, payments for marketing and referrals, as well as sharing in a vendor's revenue attributable to our customers' usage of the vendor's products or services.

FBS Representatives are not compensated in connection with these vendor relationships and do not make recommendations regarding the use of these vendors.

Additional Conflicts of Interest

Agreements and Incentives with Intermediaries

If you work with FBS through an Intermediary, you have authorized your Intermediary to enter into an agreement with FBS that includes a schedule of applicable interest rates, commissions, and fees that will apply to your Intermediary Account. In these arrangements, FBS and the Intermediary agree to pricing for the respective Intermediary Accounts based on the nature and scope of business that Intermediary does with FBS and its affiliates, including the current and future expected amount of assets that will be custodied by the Intermediary with an FBS affiliate, the types of securities managed by the Intermediary, and the expected frequency of the Intermediary's trading. Intermediaries select from among a range of pricing schedules and/or investment products and services to make available to Intermediary Accounts. Additionally, FBS can change the pricing, investment products and services, and other benefits we provide if the nature or scope of an Intermediary's business with us, or our affiliates, changes or does not reach certain levels. The pricing arrangements with intermediaries can pose a conflict of interest for FBS and for Intermediaries and influence the nature and scope of business the Intermediaries obtain from FBS and its affiliates. For more information on the pricing that applies to your Intermediary Account, contact your Intermediary.

In addition, if you work with an Intermediary, FBS or its affiliates provide your Intermediary with a range of benefits to help it conduct its business and serve you. These benefits can include providing or paying for the costs of products and services furnished to the Intermediary or direct payment to your Intermediary to defray the costs they incur when they do business. In other instances, Fidelity makes direct payments to Intermediaries in certain arrangements including business loans, referral fees, and revenue sharing. Examples of other benefits provided include (i) paying for technology solutions for Intermediaries; (ii) obtaining discounts on our proprietary products and services; (iii) assisting Intermediaries with their marketing activities; (iv) assisting Intermediaries with transferring customer accounts to our platform and in completing documentation to enroll their clients to receive our services; (v) making direct payments to reimburse for reasonable travel expenses when reviewing our business and practices; (vi) making direct payments for performing back-office, administrative, custodial support, and clerical services for us in connection with client accounts for which we act as custodian; and (vii) making referral payments to Intermediaries, their affiliates, or third parties for referring business to FBS. These benefits provided to your Intermediary do not necessarily benefit your Intermediary Account. The benefits and arrangements vary among Intermediaries depending on the business they and their clients conduct with us and other factors. Please discuss with your Intermediary the details regarding its relationship with FBS and its affiliates.

Order Routing and Principal Trading by FBS Affiliates

When you place a purchase or sale order for individual stocks or bonds in your FBS Account, FBS typically will route the order to its affiliated clearing broker-dealer NFS, which in turn either executes the order from its own account or sends the order to various exchanges or market centers for execution. Any order executed for your FBS Account is subject to a "best execution" obligation. If NFS executes the order from its own account (a "principal trade"), it can earn compensation on the transaction. This creates an incentive for NFS to execute stock or bond trades with its own account. In deciding where to send orders received for execution, NFS considers a number of factors including the size of the order, trading characteristics of the security, favorable execution prices (for example, the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers or broker-dealers may execute orders at prices superior to publicly quoted market prices. Although you can instruct us to send an order to a particular marketplace, NFS order-routing policies are designed to result in transaction processing that is favorable for you. FBS and/or NFS receives remuneration, compensation, or other consideration for directing customer orders to certain market centers. Such consideration can take the form of financial credits, monetary payments, rebates, volume discounts, or reciprocal business. The details of any credit, payment, rebate, or other form of compensation received in connection with the routing of a particular order will be provided upon your request. For additional information on our best execution and order entry procedures, please refer to our Fidelity Account Customer Agreement, which you can find at [Fidelity.com/information](https://www.fidelity.com/information).

FBS Representative compensation is not affected by NFS' order-routing practices or whether we execute transactions on a principal basis. For more information, including copies of any document referenced, please go to [Fidelity.com/information](https://www.fidelity.com/information) or contact your FBS Representative.




Scan for more information.



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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: <ul style="list-style-type: none">■ Social Security number and employment information■ assets and income■ account balances and transaction history When you are <i>no longer</i> 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 800-544-6666. 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	
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
WHO IS PROVIDING THIS NOTICE?	
<p>Fidelity Investments companies: Fidelity Brokerage Services LLC; Fidelity Distributors Company LLC; Fidelity Investments Institutional Operations Company, LLC; 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; Fidelity Institutional Wealth Adviser LLC; FIAM LLC; Fidelity Health Insurance Services, LLC.</p> <p>The FIAM privately offered funds, which include funds advised by FIAM LLC and under general partner/managing member FIAM Institutional Funds Manager, LLC.</p> <p>The Fidelity Funds, which include funds advised by Strategic Advisers LLC.</p>	

NOTICE OF BUSINESS CONTINUITY

Fidelity is committed to providing continuous customer service and support; however, we recognize that there are potential risks that could disrupt our ability to serve you. We are confident that we have taken the necessary steps that will allow us to reduce or eliminate the impact of a business disruption.

Fidelity recognizes the responsibility we have to our customers. We have implemented a business continuity management program with a strong governance model and commitment from senior management. Our continuity program's primary objectives are to meet the needs of our customers, maintain the wellbeing and safety of our employees, and meet our regulatory obligations. The planning process is risk based and involves the understanding and prioritization of critical operations across the firm, the anticipation of probable threats, and the proactive development of strategies to mitigate the impact of those events.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, Fidelity has identified three large scale scenarios that require particular focus: pandemics, events impacting stock and bond market operations, and cyber events. Detailed response plans have been developed and cross-discipline teams have been trained to address both day-to-day disruptions as well as these specific events.

Each Fidelity department has developed the capabilities to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Critical business groups operate from multiple sites. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of Fidelity's continuity and technology recovery planning include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers
- Back-up telecommunications and systems
- Employee safety programs

Plans are tested regularly to ensure they are effective should an actual event occur. Fidelity's Business Continuity Plans are reviewed no less than annually to ensure the appropriate updates are made to account for operations, technology, and regulatory changes. Material changes will be reflected in an updated "Notice of Business Continuity Plan." You may obtain a copy of this notice at any time by contacting a Fidelity Representative.

Brokerage Commission and Fee Schedule

FEES AND COMPENSATION

Fidelity brokerage accounts are highly flexible, and our cost structure is flexible as well. Our use of “à la carte” pricing for many features helps to ensure that you only pay for the features you use.

About Our Commissions and Fees

The most economical way to place trades is online, meaning either through Fidelity.com, Fidelity Active Trader Pro®, or Fidelity Mobile®. The next most economical way is Fidelity Automated Service Telephone (FAST®). This automated service is available around the clock and can be accessed from a touch-tone phone.

The fees described in this document apply to the Fidelity Account®, Non-Prototype Retirement Accounts, Health Savings Accounts (HSAs), and Fidelity Retirement Accounts (including Traditional, Roth, Rollover, SEP-IRA, SIMPLE IRAs, and Fidelity Retirement Plans (Keogh and SE 401(k)), and inherited IRAs and inherited Keogh accounts). Note that for Stock Plan Services Accounts, a different fee schedule located on NetBenefits.com may apply for Exercise-and-Sell Fees for Stock Option Plans and Sale of Company Stock. This Fidelity Brokerage Commission and Fee Schedule applies to all other transactions. The fees described in this document may change from time to time without notice. Before placing a trade, consider Fidelity's most recent Brokerage Commission and Fee Schedule, available at Fidelity.com or through a Fidelity representative.

STOCKS/ETFs

Online **\$0.00 per trade**
FAST® **\$12.95 per trade**
Rep-Assisted **\$32.95 per trade**

The remuneration that Fidelity receives and keeps as described in this section applies to transactions and activities involving securities including, but not limited to, domestic (U.S.) equities traded on national exchanges, short sales, exchange-traded funds (ETFs), and U.S.-traded foreign securities (ADRs, or American Depositary Receipts, and ORDs, or Ordinaries).¹ For details on foreign stock trading, see the Foreign Stocks section. Large block orders requiring special handling, restricted stock orders, and certain directed orders may carry additional fees, which will be disclosed at the time of the transaction.

In addition to the per trade charges identified above, Fidelity's remuneration also includes a fee that is charged on all sell orders (“Additional Assessment”). The Additional Assessment, which typically ranges from \$0.01 to \$0.03 per \$1,000 of principal, is charged by Fidelity. Fidelity uses the Additional Assessment to pay certain charges imposed on Fidelity by national securities associations, clearing agencies, national securities exchanges, and other self-regulatory organizations (collectively, “SROs”). The SROs in turn pay the SEC using the money they collect from Fidelity and other broker-dealers. The Additional Assessment that Fidelity charges you is designed to offset the charges imposed on Fidelity by the SROs, which in turn are intended to cover the costs incurred by the government, including the SEC, for supervising and regulating the securities markets and securities professionals. You acknowledge, understand, and agree that Fidelity determines the amount of the Additional Assessment in its sole and exclusive discretion, and that the Additional Assessment may differ from or exceed the charges imposed on Fidelity by the SROs. These differences are caused by various factors, including, among other things, the rounding methodology used by Fidelity, the use of allocation accounts, transactions or settlement movements for which a fee by the SROs may not be assessed, and differences between the dates of changes to rates charged by the SROs. You understand, acknowledge, and agree that Fidelity has made no representation that the Additional Assessment charged to you will equal the fees assessed against Fidelity by the SROs in connection with your transactions. The Additional Assessment is in addition to the commissions we charge (i.e., the per trade charges identified above), and is included on your trade confirmation as a part of the Activity Assessment Fee. For the exact amount of the Additional Assessment charged on a particular transaction, please contact a Fidelity representative.

Fidelity Brokerage Services LLC (“FBS”) and/or NFS receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker-dealers or market centers for execution. The payer, source, and nature of any compensation received in connection with your particular transaction will vary

based on the venue that a trade has been routed to for execution and will be disclosed upon written request to FBS. Please refer to Fidelity's customer agreement for additional information about order flow practices and to Fidelity's commitment to execution quality (http://personal.fidelity.com/products/trading/Fidelity_Services/Service_Commitment.shtml) for additional information about order routing. Also review FBS's annual disclosure on payment for order flow policies and order routing policies.

FBS has entered into a long-term, exclusive and significant arrangement with the advisor to the iShares Funds that includes but is not limited to FBS's promotion of iShares funds, as well as in some cases purchase of certain iShares funds at a reduced commission rate (“Marketing Program”). FBS receives compensation from the fund's advisor or its affiliates in connection with the Marketing Program. FBS is entitled to receive additional payments during or after termination of the Marketing Program based upon a number of criteria, including the overall success of the Marketing Program. The Marketing Program creates significant incentives for FBS to encourage customers to buy iShares funds. Additional information about the sources, amounts, and terms of compensation is described in the ETF's prospectus and related documents.

NEW ISSUE

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation for participating in the offering as a selling group member or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the “Range of Fees from Underwriting” column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
IPOs	• 3% to 4.2% of the investment amount	• 5% to 7% of the investment amount
Follow-Ons	• 1.8% to 2.4% of the investment amount	• 3% to 4% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

OPTIONS

Online **\$0.00 per trade** + 65¢ per contract
FAST® **\$12.95 per trade** + 65¢ per contract
Rep-Assisted **\$32.95 per trade** + 65¢ per contract

Buy-to-close orders placed online for options priced 0¢ to 65¢ are commission-free and are not subject to per contract option fees. For trades placed on other channels, you will not be charged a per contract fee when the contract price is 65¢ or less. Regular option rates (as shown above) apply when the contract price exceeds 65¢.

Maximum charge: 5% of principal (subject to a minimum charge of \$12.95 for FAST trades and \$32.95 for Rep-Assisted trades).

Exercises and assignments are commission-free and are not charged a per contract fee.

In addition to the per trade/contract fees described above, Fidelity's remuneration also includes fees it charges you (“Options Fee”) that are designed to offset the Options Regulatory Fee (“ORF”) that the Options Clearing Corporation (“OCC”) charges Fidelity through various options exchanges. The ORF applies to any transaction to buy or sell options contracts and represents the cumulative charges imposed by all the participating options exchanges. The ORF has ranged from \$0.03 to \$0.05 per contract but is subject to change at any time. You acknowledge, understand, and agree that Fidelity determines the amount of the Options Fee charged to you and its other customers in its sole and exclusive discretion, and that the Options Fee amount collected from you by Fidelity may differ from or exceed the ORF that Fidelity pays to OCC. These differences are caused by various factors, including, among other things, the rounding methodology used by Fidelity, the use of allocation accounts, transactions for which a fee may not be assessed, and differences between the dates of changes to the ORF rate. You understand, acknowledge, and agree that Fidelity has made no representation that the fees assessed to you will equal the fees assessed against Fidelity by the OCC in connection with your transactions. This Options Fee is in addition to your commission and is included on your trade confirmation as a part of the Activity Assessment Fee. For the exact amount of the Options Fee charged to you on a particular transaction, please contact a Fidelity representative.

Multi-Leg Option orders placed online are charged a per contract Options Fee for the total number of contracts executed in the trade. Multi-Leg Option orders placed through other channels are charged a commission and the 65¢ per contract fee.

¹A Financial Transaction Tax of 0.30% of principal per trade on purchases of French securities and 0.10% of principal per trade on purchases of Italian securities may be assessed.

An "Additional Assessment" is also charged on any order to sell options contracts. Please refer to the discussion of the "Additional Assessment" in the Stocks/ETFs section of this document for additional information.

BONDS AND CDs

New Issues, Primary Purchases (all other fixed-income securities except U.S. Treasury)

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the "Range of Fees from Underwriting" column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

BONDS

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
Agency/GSE	N/A	• 0.05% to 1.00% of the investment amount
Corporate Notes	• 0.01% to 2.5% of the investment amount	• 0.01% to 3.0% of the investment amount
Corporate Bond	• 0.01% to 2.5% of the investment amount	• 0.05% to 3.0% of the investment amount
Municipal Bonds and Taxable Municipal Bonds	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Registered Notes)	• 0.05% to 5.0% of the investment amount	N/A
Fixed-Rate Capital	• 2% of the investment amount	• 3% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

CDs

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
CDs — CDIPs (Inflation Protected)	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Market-linked CDs)	• 0.05% to 5% of the investment amount	N/A

U.S. Treasury, including TIPS—Auction Purchases

Online **No charge**

Rep-Assisted **\$19.95 per trade**

SECONDARY MARKET TRANSACTIONS

Mark-ups for all secondary bond (fixed-income) trades are listed below.

U.S. Treasury, including TIPS

Online **No charge**

*Rep-Assisted **\$19.95**

All Other Bonds

Online **\$1.00 per bond**

Rep-Assisted **\$1.00 per bond***

*Rep-Assisted \$19.95 minimum

Please note that a \$250 maximum applies to all trades and is reduced to a \$50 maximum for bonds maturing in one year or less.

Bond orders cannot be placed through FAST.®

The offering broker, which may be our affiliate National Financial Services ("NFS"), may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. If NFS is not the offering broker, Fidelity compensation is limited to the prices above.

Foreign Fixed-Income Trading

When purchasing a foreign currency-denominated fixed-income security for settlement in USD, the following additional charges will apply:

<\$1M	0.30% of principal
\$1M–\$5M	0.20% of principal
>\$5M	negotiated rate

MUTUAL FUNDS

This section only describes fees associated with your account. Fees charged by a fund itself (for example, expense ratios, redemption fees [if any], exchange fees [if any], sales charges [for certain load funds]) are in the fund's prospectus. Read it carefully before you invest.

Fidelity Funds

All Methods **No transaction fee**

FundsNetwork Funds

Through FundsNetwork,® your account provides access to over 10,000 mutual funds. At the time you purchase shares of funds, those shares will be assigned either a transaction fee (TF), a no transaction fee (NTF) or a load status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

Fidelity Brokerage Services LLC, or its affiliates, may receive compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual funds in your account. FBS may also receive compensation for such things as systems development necessary to establish a fund on its systems, a fund's attendance at events for FBS's clients and/or representatives, and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus, as well as program participation and maintenance fees, start-up fees, and infrastructure support paid by the fund, its investment advisor, or an affiliate.

FundsNetwork No Transaction Fee Funds.

All Methods **No transaction fee*** Most NTF Funds will have no load. Certain NTF Funds will be available load waived.

Short-term Trading Fees

Fidelity charges a short-term trading fee each time you sell or exchange shares of a FundsNetwork NTF fund held less than 60 days. This fee does not apply to Fidelity funds, money market funds, FundsNetwork Transaction Fee funds, FundsNetwork load funds, funds redeemed through the Personal Withdrawal Service, or shares purchased through dividend reinvestment. In addition, Fidelity reserves the right to exempt other funds from this fee, such as funds designed to achieve their stated objective on a short-term basis. The fee will be based on the following fee schedule:

Online **\$49.95 flat fee**

Fidelity Automated Service Telephone (FAST®): **0.5625% of principal** (25% off representative-assisted rates), maximum \$187.50, minimum \$75

Rep-Assisted: **0.75% of principal**, maximum \$250, minimum \$100

Keep in mind that the short-term trading fee charged by Fidelity on FundsNetwork NTF funds is different and separate from a short-term redemption fee assessed by the fund itself. Not all funds have short-term redemption fees, so please review the fund's prospectus to learn more about a potential short-term redemption fee charged by a particular fund.

*Fidelity reserves the right to change the funds available without transaction fees and reinstate the fees on any funds.

FundsNetwork Transaction-Fee Funds

Purchases:

Online: **\$49.95 or \$75 per purchase**. To identify any applicable transaction fees associated with the purchase of a given fund, please refer to the "Fees and Distributions" tab on the individual fund page on Fidelity.com.

FAST®: **0.5625% of principal per purchase**; minimum \$75, maximum \$187.50

Rep-Assisted: **0.75% of principal per purchase**; minimum \$100, maximum \$250

These fees may be waived for certain types of periodic investment accounts.

Redemptions:

Fidelity does not charge a transaction fee on any redemption of shares of a transaction-fee fund that were purchased with no load. A fund's own redemption fees may apply.

You can buy shares in a transaction-fee fund from its principal underwriter or distributor without a Fidelity transaction fee.

FundsNetwork Load Funds

A fund's sales charges may apply. Fidelity does not charge a transaction fee on a load fund. A fund's own redemption fees may apply.

FOREIGN STOCKS

Fidelity offers you two different ways to trade foreign stocks. You can utilize either Fidelity's "International Trading" functionality or its "Foreign Ordinary Share Trading" service. Depending on the service, different commissions, taxes and fees may apply as more fully described below. You can also call a Fidelity representative for further detail.

International Trading

International Trading allows customers to trade stocks from 25 countries and exchange between 16 currencies. These trades are placed using a root symbol, followed by a colon (:) and then the two-letter country code for the market the customer wants to trade in. The commission and additional charges that may apply for International Trading will vary as noted below, depending on the market and whether the trade is placed online or through a representative. Please also note that if a security trading on an exchange in one of the markets noted below is only listed for trading in a currency other than that country's local market's currency, then the commissions and fees that will be charged will be based on the currency the security is trading in instead of the local market's currency. The list of countries, currencies, taxes and fees provided below is subject to change without notice.

Austria, Belgium, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Portugal, and Spain

Online **19 EUR per trade**

Rep-Assisted **€50 EUR per trade**

Note: There may be additional fees or taxes imposed on transactions in certain securities including: Financial Transaction Tax: **0.30% of principal per trade** on purchases of French securities and **0.10% of principal per trade** on purchases of Italian securities.

Stamp Tax **1.00% of principal per trade** on purchases of Irish securities.

Australia

Online **\$32 AUD per trade**

Rep-Assisted **\$70 AUD per trade**

Canada

Online **\$19 CAD per trade**

Rep-Assisted **\$70 CAD per trade**

Denmark

Online **160 DKK per trade**

Rep-Assisted **420 DKK per trade**

Hong Kong

Online **HK\$250 HKD per trade**

Rep-Assisted **HK\$600 HKD per trade**

Note: Additional fees or taxes imposed on transactions in Hong Kong securities include:

Transaction Levy **0.003% of principal** per trade

Trading Fee **0.005% of principal** per trade

Stamp Duty **0.10% of principal** per trade

Japan

Online **¥3,000 JPY per trade**

Rep-Assisted **¥8,000 JPY per trade**

Mexico

Online **\$360 MXN per trade**

Rep-Assisted **\$960 MXN per trade**

New Zealand

Online **\$35 NZD per trade**

Rep-Assisted **\$90 NZD per trade**

Norway

Online **kr160 NOK per trade**

Rep-Assisted **kr400 NOK per trade**

Poland

Online **90 PLN per trade**

Rep-Assisted **235 PLN per trade**

S. Africa

Online **225 ZAR per trade**

Rep-Assisted **600 ZAR per trade**

Note: Additional fees or taxes imposed on transactions in S. African securities include:

Securities Transfer Tax: **0.25% of principal** on purchases

Singapore

Online **\$35 SGD per trade**

Rep-Assisted **\$90 SGD per trade**

Note: Additional fees or taxes imposed on transactions in Singapore securities include:

Clearing fee **0.04% of principal** per trade

Sweden

Online **kr180 SEK per trade**

Rep-Assisted **kr480 SEK per trade**

Switzerland

Online **CHF25 CHF per trade**

Rep-Assisted **CHF65 CHF per trade**

United Kingdom

Online **£9 GBP per trade**

Rep-Assisted **£30 GBP per trade**

Note: Additional fees or taxes imposed on transactions in UK securities include: PTM Levy **£1 GBP** per trade where principal amount is >£10,000
GBP Stamp Duty **0.50% of principal** only on purchases

There may also be further fees, taxes, or other charges assessed when conducting transactions in foreign securities beyond those described here. Details regarding these charges are available from a Fidelity representative. These fees, taxes, and charges, if any, will be disclosed on your trade confirmation (either individually or in the aggregate) and/or may be incorporated into the execution price.

Foreign Currency Exchange

*In addition to the commissions, taxes, fees, and other charges noted above, a currency exchange fee (in the form of a mark-up or mark-down **on the exchange rate**) will be charged based on the size of the currency conversion, pursuant to the following schedule:*

<\$100K	1.0% of principal
\$100K-<\$250K	0.75% of principal
\$250K-<\$500K	0.50% of principal
\$500K-<\$1M	0.30% of principal
\$1M+	0-0.20% of principal

Foreign Ordinary Share Trading

Foreign Ordinary Share Trading allows customers to trade shares in foreign corporations on the over-the-counter (OTC) market using a five-character symbol ending in "F." Trades in foreign ordinary shares can be placed online or through a Fidelity representative. In either case, the domestic commission schedule for stocks/ETFs will apply. A \$50 fee will also be charged on each transaction in any foreign ordinary stock that is not Depository Trust Company eligible. Depending on the security and the market, additional charges will apply, as described below. There may also be further fees, taxes, or other charges assessed when conducting transactions in foreign securities beyond those described here. Details regarding these charges are available from a Fidelity representative. These fees and taxes, if any, will be disclosed on the trade confirmation (either individually or in the aggregate) and/or may be incorporated into the execution price.

Canada

When trading in Canadian-listed stocks, orders may be routed to brokers in Canada. Dually listed Canadian stocks may be routed to a Canadian broker or U.S. market center for execution. If the order is routed to a Canadian broker, a local broker's fee of \$0.0015 CAD per share if the price of the stock is less than or equal to \$0.10 CAD, \$0.0025 CAD per share if the price of the stock is greater than \$0.10 and less than \$1 CAD, and \$0.005 per share if the price of the stock is greater than or equal to \$1 CAD, and a foreign exchange fee of up to 0.01% of the principal may also be incorporated into the execution price.

All Other Countries

For every country other than Canada, shares will generally be traded on the over-the-counter market through a U.S. market maker, unless you direct otherwise when you place your trade through a representative. In that situation (that is, if you direct that the transaction occur other than on the over-the-counter market), an additional foreign exchange fee of up to 0.30% of principal per trade may be incorporated into the execution price.

OTHER INVESTMENTS

Commercial Paper \$50 per transaction

Unit Investment Trusts (UITs) \$35 minimum per redemption; no fee to purchase. Fidelity makes certain new issue products available without a separate transaction fee. Fidelity receives compensation for participating in the offering as a selling group member. Fees from participating in the selling group range from 1% to 4% of the public offering price. Fidelity may also receive compensation for reaching certain sales levels, which range from 0.001%–0.0025% of the monthly volume sold.

Precious Metals

Buy	Gross Amount	% Charged on Gross Amount	Sell	Gross Amount	% Charged on Gross Amount
\$0–\$9,999		2.90%	\$0–\$49,999		2.00%
\$10,000–\$49,999		2.50%	\$50,000–\$249,999		1.00%
\$50,000–\$99,999		1.98%	\$250,000+*		0.75%
\$100,000+*		0.99%			

*delivery charges and applicable taxes if you take delivery

Fidelity charges a quarterly storage fee of 0.125% of the total value or \$3.75, whichever is greater. Storage fees are pre-billed based on the value of the precious metals in the marketplace at the time of billing.

For more information on these other investments and the cost of a specific transaction, contact Fidelity at 800-544-6666. Minimum fee per precious metals transaction: \$44. Minimum precious metals purchase: \$2,500 (\$1,000 for IRAs). Precious metals may not be purchased in a Fidelity Retirement Plan (Keogh), and are restricted to certain types of investments in a Fidelity IRA.

OTHER FEES AND COMPENSATION

All Accounts

Foreign Currency Wires up to 3% of principal; charged when converting USD to wire funds in a foreign currency

Foreign Dividends/Reorganizations 1% of principal; charged when a dividend is paid or a reorganization event occurs on a foreign asset held in an account in USD

Nonretirement Accounts

Debit Card and ATM Fees There is no annual fee for the Fidelity® Debit Card or the Fidelity HSA® debit card. You may be charged separate fees by other institutions, such as the owner of the ATM. Note: You cannot use the Fidelity HSA® debit card at an ATM.

For Fidelity Account® owners coded Premium, Private Client Group, Wealth Management, or with household annual trading activity of 120 or more stock, bond, or options trades, your account will automatically be reimbursed for all ATM fees charged by other institutions while using the Fidelity® Debit Card at any ATM displaying the Visa®, Plus® or Star® logos. The reimbursement will be credited to the account the same day the ATM fee is debited. In rare instances, ATM owners may not itemize fees, which may cause disruption of individual automatic rebates. Should this occur, please contact Fidelity. Please note there may be a foreign transaction fee of 1% included in the amount charged to your account.

Fidelity debit cards are issued by PNC Bank, N.A., and the debit card programs are administered by BNY Mellon Investment Servicing Trust Company. These entities are not affiliated with each other or with Fidelity. Visa is a registered trademark of Visa International Service Association, and is used by PNC Bank pursuant to a license from Visa U.S.A. Inc.

Transfer and Ship Certificates \$100 per certificate; applies only to customers who have certificate shares reregistered and shipped; waived for households that meet certain asset and trade minimums at Fidelity²

HSAs

Annual fees For Fidelity HSAs that are opened through, or serviced by, an intermediary, or in connection with your workplace benefits, Fidelity may deduct:

- an administrative fee of up to \$12 per quarter (\$48 annually) from your Fidelity HSA, unless it is paid by your employer (may be waived for households that were established before a certain date and meet certain asset minimums at Fidelity).

Fee and Trading Policies

Commissions will be charged per order. For commission purposes, orders executed over multiple days will be treated as separate orders. Unless noted otherwise, all fees and commissions are debited from your core account.

Fee Waiver Eligibility

To determine your eligibility for fee waivers, we group the assets and trading activity of all of the eligible accounts shown on your periodic account statement.

Eligible accounts generally include those maintained with Fidelity Service Company, Inc., or FBS [such as 401(k), 403(b), or 457 plan assets] or held in Fidelity Investments Life Insurance Company accounts, Fidelity Portfolio Advisory Service® or Fidelity® Personalized Portfolios accounts. Assets maintained by Fidelity Personal Trust Company, FSB, are generally not included. We may include other assets at our discretion.

We will review your account periodically to confirm that your household is receiving the best fee waivers it qualifies for, and may change your fee waiver eligibility at any time based on these reviews. We update fee waiver eligibility across household accounts promptly after a daily review of trading activity, and monthly after a review of household assets. All trading activity is measured on a rolling 12-month basis.

If you believe there are eligible accounts within your household that are not being counted in our fee waiver eligibility process—for example, accounts held by immediate family members who reside with you—you may authorize Fidelity to consolidate these accounts into an aggregated relationship household and review them for eligibility. Any resulting fee waivers would extend both to you and to all immediate family members residing with you. Most customers receive only a single customer reporting statement from Fidelity and do not need to take any action. However, for more information, go to [Fidelity.com/goto/commissions](https://www.fidelity.com/goto/commissions) or call us at 800-544-6666.

Limits on Feature Eligibility

Retirement accounts and Fidelity BrokerageLink® accounts cannot trade foreign securities or sell short, are not eligible for margin loans, and may be subject to other rules and policies. Please see the literature for these accounts for details.

Prospectuses and Fact Sheets

Free prospectuses are available for UITs, Fidelity funds, and Fidelity FundsNetwork® funds. Fact sheets are available for certificates of deposit. To obtain any of these documents, and for other information on any fund offered through Fidelity, including charges and expenses, call 800-544-6666 or visit [Fidelity.com](https://www.fidelity.com).

²Households with \$1 million or more in assets or \$25,000 or more in assets + 120 trades a year. For details, see Fee Waiver Eligibility section above.

Margin Fees

Understanding how margin charges are calculated is essential for any investor considering or using margin. The information below, provided in conformity with federal securities regulations, is designed to help you understand the terms, conditions, and methods associated with our margin interest charges.

For all margin borrowing—regardless of what you use it for—we charge interest at an annual rate that is based on two factors: our base rate, and your average debit balance. We set our base rate with reference to commercially recognized interest rates, industry conditions regarding margin credit, and general credit conditions. The table below shows the premiums and discounts we apply to our base rate depending on the average debit balance:

Interest Charged

Average Debit Balance	Interest Charged Above/Below Base Rate
\$0–\$24,999.99	+1.250%
\$25,000–\$49,999.99	+0.750%
\$50,000–\$99,999.99	–0.200%
\$100,000–\$249,999.99	–0.250%
\$250,000–\$499,999.99	–0.500%
\$500,000–\$999,999.99	–2.825%
\$1,000,000+	–3.075%

In determining your debit balance and interest rate, we combine the margin balances in all your accounts except short accounts and income accounts. We then compute interest for each account based on the rate resulting from averaging the daily debit balances during the interest period. Interest is charged from the date we extend you credit.

Your rate of interest will change without notice based on changes in the base rate and in your average debit balance. When your interest rate is increased for any other reason, we will give you at least 30 days' written notice. If the base rate is stated as a range, we may apply the high end of the range.

For any month where your monthly margin charges are \$1 or more, your monthly statement will show both the dollar amount and the rate of your interest charges. If your interest rate changed during the month, separate charges will be shown for each rate. Each interest cycle begins the first business day following the 20th of each month.

Other Charges

You may be assessed separate interest charges, at the base rate plus two percentage points, in connection with any of the following:

- Payments of the proceeds of a security sale in advance of the regular settlement date (such prepayments must be approved in advance)
- When the market price of a "when-issued" security falls below your contract price by more than the amount of your cash deposit
- When payments for securities purchased are received after the settlement date

How Interest Is Computed

Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period.

Marking to Market

The credit balance in the short account will be decreased or increased in accordance with the corresponding market values of all short positions. Corresponding debits or credits will be posted to the margin account. These entries in the margin account will, of course, affect the balance on which interest is computed. Credits in your short account, other than marking to market, will not be used to offset your margin account balance for interest computation.

Addendum to Brokerage Commission and Fee Schedule

FundsNetwork®

FBS and/or NFS has contracted with certain mutual funds, their investment advisors, or their affiliates and certain ETF investment advisors to receive other compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual fund shares and ETFs in your brokerage account. This additional annual compensation may be paid with respect to the mutual fund by the mutual fund, its investment advisor, or one of its affiliates and with respect to the ETF by its investment advisor or its affiliates.

- FundsNetwork No Transaction Fee (NTF) Funds and ETFs
 - For funds participating in the NTF program and certain ETFs, Fidelity receives compensation that can typically range from 0 to 50 basis points based on the average daily balance. As of 12/31/2017, 89% of the mutual funds currently in the NTF program are in the 35–40 basis point range.
- FundsNetwork Transaction Fee (TF) Funds
 - For funds participating in the TF program, Fidelity receives compensation based on: (1) per-position fees that typically range from \$3 to \$19 per brokerage account or (2) asset-based fees that typically range from 8 to 12 basis points based on average daily assets. As of 12/31/2017, 88% of the mutual funds participating in the TF program are in the \$12–\$19 per-position-fee range or 8 to 12 basis point range. TF compensation is in addition to any 12b-1 fees as described in the fund's prospectus.
- Fidelity may receive a fee from unaffiliated product providers to compensate Fidelity for maintaining the infrastructure to accommodate unaffiliated products. The fee is a fixed amount that typically equates to less than 0.05% of a product provider's assets in all retail, workplace, and intermediary channels maintained by Fidelity, and does not vary based on a plan's offering of an unaffiliated product supported by Fidelity. In addition, certain unaffiliated product providers may pay Fidelity initial start-up fees, product add, maintenance, access to certain distribution channels, and provider minimum monthly fees as well as a flat, uniform, annual fee related to an exclusive marketing, engagement, and analytic program. As this fee is not in connection with Fidelity's services to the plan, they should not be considered indirect compensation under the 408(b)(2) regulation.
- Fidelity may receive a payment from American Fund Distributors (AFD) for among other things, to compensate Fidelity for providing them access to financial intermediaries and investors in certain Fidelity channels, a platform to support the provision of investment guidance and service to such financial intermediaries and investors, when applicable, and to promote operational efficiencies. As described in American Fund prospectuses, AFD has discretion as to the amount of the payment, if any; the criteria to determine any payment includes sales, assets, and cash flows as well as qualitative factors. It is anticipated that the payment would not exceed .08% annually of American Fund assets in all retail, workplace and intermediary channels maintained by Fidelity, subject to certain exclusions.
- Fidelity may receive an annual product fee of up to \$2,000 if aggregate assets held in that product across all retail, workplace and intermediary channels maintained by Fidelity are less than \$1.5 million.
- If you would like more information on any of the mutual funds in the FundsNetwork program, please call Fidelity at 800-544-5373.

Use of funds held overnight

FBS is the introducing broker-dealer for Fidelity brokerage accounts ("Accounts"). Its affiliate, NFS, provides clearing and other related services on Accounts. As compensation for services provided with respect to Accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the Accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any of the above amounts will first be netted against outstanding Account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

- (1) Receipts. The deposit of amounts that settle from the sale of securities or that are deposited into an Account (by wire, check, ACH [Automated Clearing House] or other means) will generally be purchased into the Account's core sweep vehicle by close of business on the business day that NFS receives such funds. NFS gets the use of such amounts from the time it receives funds until the core sweep vehicle purchase settles on the next business day. Note that amounts disbursed from an Account (other than as referenced in Section 2 below) or purchases made in an Account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the Account's core sweep vehicle. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.
- (2) Disbursements. NFS gets the use of amounts disbursed by check from Accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) Float Earnings. To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Effective Federal Funds Rate.

Fidelity Retirement Plan Accounts (including Profit Sharing, Money Purchase, and Self-Employed 401(k) plans) for Customers who Reside Outside the United States

If you reside outside the United States in any country other than Canada (as described in the Residing Outside of the United States section of the Fidelity Brokerage Retirement Customer Account Agreement ["Agreement"]), deposits to your Fidelity retirement account will be held in the Intraday Free Credit Balance as more fully described in the Agreement. Any interest paid as a result of the Intraday Free Credit Balance will be labeled "Credit Interest" in the Activity section of your account statement. To the extent such amounts generate earnings, such earnings will be realized by NFS at rates approximating the Effective Federal Funds Rate. NFS's compensation is the amount of earnings reduced by any interest paid to Accounts.



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