



Individual Custodial Account Agreement

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Individual Custodial Account Agreement

This Fidelity Advisor Section 403(b)(7) Individual Custodial Account Agreement (the "Agreement") is intended for use by certain employers and eligible persons who wish to establish custodial accounts pursuant to an arrangement under Code Section 403(b)(7). Certain Employers, as defined in Article 1 below, may make contributions to such accounts in accordance with Code Section 403(b)(7) and allow Eligible Employees to direct that such contributions are to be invested in shares of eligible Funds, upon the terms and conditions set forth in this Agreement and in accordance with the Code. This Agreement has been amended and restated in its entirety in accordance with Article 17 and is generally effective with respect to both existing Accounts and new Accounts as of October 1, 2008, except as otherwise provided herein.

ARTICLE 1. DEFINITIONS

As used in the Agreement, the following terms have the meaning set forth below, unless a different meaning is clearly required by the context:

1.1 Account or Custodial Account

The account established under this Agreement to hold the Participant's or Beneficiary's accumulated benefits under the Plan and for such other purposes as may be required from time to time. Upon proper notice to the Custodian of the Participant's death, the Account shall be maintained by the Custodian for the benefit of the Participant's Beneficiary or Beneficiaries pursuant to the terms hereof. Subject to the terms of the Plan, or any applicable laws, any Account maintained for the benefit of a Participant's Beneficiary may, upon proper notice to the Custodian of such Beneficiary's death, be maintained for the benefit of such Beneficiary's Beneficiary pursuant to the terms hereof. In addition, to the extent required by a "qualified domestic relations order" as defined in Code Section 414(p), and as directed by the Plan Administrator in writing, all or a part of the Account shall be maintained by the Custodian for the benefit of the alternate payee(s) covered by the order.

1.2 Account Application or Application

The Fidelity Advisor 403(b) New Custodial Account Application (or similar form), as may be amended from time to time, executed by the Participant in a format acceptable to, and filed with the Custodian, to establish the Account in accordance with the terms and conditions of this Agreement. The Account Application is incorporated herein by reference as part of this Agreement.

1.3 Agreement

The Fidelity Advisor Section 403(b)(7) Individual Custodial Account Agreement, as amended from time to time, as set forth herein, including the information and provisions set forth in any Account Application which is a part of this Agreement. The Agreement, including the Account Application, may be proved either by an original copy or a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic transmission or electronic imaging.

1.4 2002 Agreement

The Fidelity Advisor Section 403(b) Individual Custodial Agreement, generally effective as of January 1, 2002, and as subsequently amended by FMR Corp., the predecessor to FMR LLC. The 2002 Agreement has been amended and restated in full, as set forth herein, as permitted by Article 14 of the 2002 Agreement. FMR LLC has also delegated to the Custodian all future rights to amend, restate and/or terminate this Agreement.

1.5 Approved Vendor

A vendor which has been designated by the Employer to the Custodian and the Fidelity Affiliates as approved to receive contributions and/or exchanges under the Plan, as further described in Section 5.4 of this Agreement.

1.6 Authorized Agent

The person or persons (including the Financial Advisor as defined below) authorized by the Participant (or following the death of the Participant, the Beneficiary) in a form and manner acceptable to the Custodian to exchange Funds in the Participant's Account, and to perform such other duties and responsibilities on behalf of the Participant as set forth under this Agreement, as amended from time to time. The Custodian shall have no duty to question the authority of any such Authorized Agent. The Custodian is entitled to assume, without further inquiry, that any instructions or directions executed through the Financial Advisor originate from the Authorized Agent or the Participant (or following the death of the Participant, the Beneficiary). The rights of Authorized Agents may be further described in the recordkeeping agreement (RKA) or other directions from the Employer to the Custodian.

1.7 Beneficiary

Subject to the terms of the plan, the person, persons, or entity (including a trust or estate in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Participant (or, effective on and after January 1, 2002, following the death of the Participant, designated as such by the Participant's Beneficiary unless disallowed

by the terms of a written Plan, if any, or any applicable laws), in a format acceptable to, and filed with, the Custodian to receive the proceeds of the Account upon the Participant's or Beneficiary's death, as the case may be, pursuant to Article 7. To the extent consistent with a "domestic relations order" or a "qualified domestic relations order" as defined in Code Section 414(p), the term "Beneficiary" shall also include the alternate payee(s) named in such order. The rights of beneficiaries are set forth in the Plan and the processes and procedures for designating Beneficiaries and establishing Beneficiary accounts are documented in the RKA, Article 7 of this Agreement and/or Beneficiary designation forms.

1.8 Broker, Financial Advisor, or Investment Professional (collectively, the "Financial Advisor")

Either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment advisor registered under the Investment Advisors Act of 1940, which the Participant (or following the death of the Participant, the Beneficiary) has designated as his or her agent in the Account Application or as evidenced in a manner acceptable to and filed with the Custodian. Unless the Participant (or following the death of the Participant, the Beneficiary) otherwise notifies the Custodian in writing, Financial Advisor shall include any successor(s) of the designated Financial Advisor by merger, consolidation or acquisition.

1.9 Code

The Internal Revenue Code of 1986, as amended. All "§" references in this Agreement are to the Treasury Regulations issued under Section 26 of the Code of Federal Regulations.

1.10 Custodian

Fidelity Management Trust Company, a Massachusetts trust company, its agents, and any successor or affiliate thereof to which Fidelity Management Trust Company may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.

1.11 Eligible Employee

Any individual who is an employee, or was an employee at the time the account was established, of a Public Educational Institution where such is limited to include only those institutions as defined in Code Section 170(b)(1)(A)(ii) and as further limited to such institutions which provide primary or secondary education only; and who meets the eligibility requirements for participation under the Plan.

1.12 Eligible Employer

An employer as defined in §1.403(b)-2(b)(8).

1.13 Eligible Retirement Plan

Any eligible retirement plan as described in Code Section 402(c)(8)(B).

1.14 Eligible Rollover Distribution

Any distribution qualifying as an "eligible rollover distribution" under Code Section 402(c) and §1.402(c)-2. Other distribution amounts may be excluded from the definition of Eligible Rollover Distribution, as required by the Code and the regulations thereunder.

1.15 Employer

An employer organization, limited under the terms of this Agreement, to include a Public Educational Institution as defined in Code Section 170(b)(1)(A)(ii) and as further limited to such institutions which provide primary or secondary education services only and which is eligible to contribute to the Account on behalf of a Participant and have such contributions excluded from the Participant's federal gross income pursuant to Code Section 403(b). For the purposes of this Agreement, the term Employer shall refer to the entity itself, and/or any administrator, named fiduciary, or committee properly designated by the Employer to carry out its duties and responsibilities hereunder. If there is no Employer associated with this Account, the Employer cannot be located, the Employer is no longer an Eligible Employer, or in other similar situations, the Custodian shall follow applicable Code and ERISA guidance in determining its proper nondiscretionary treatment and/or disposition of the Account.

1.16 ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time.

1.17 Fidelity Affiliate

Any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, FMR LLC.

1.18 Fiduciary Advisor

A person or entity which is a fiduciary of the Plan by reason of providing investment advice and which is a registered investment adviser, a bank or similar financial institution, an insurance company, or a registered broker dealer; an "affiliate" of such registered investment adviser, bank, insurance company, or broker dealer; or an employee, agent or registered representative of any such entity (as defined in Code sections 4975(f)(8)(J)(i), (ii) and (iii)).

1.19 Fund(s)

The regulated investment companies (as described in Code Section 851) whose shares are authorized (under the terms of the prospectus of the investment company) for purchase under this Agreement. The Custodian, and the Employer may each limit the Funds which are available for purchase under this Agreement. The Employer has selected the Funds, enumerated in a schedule provided to the Employer, as may be amended from time to time, as those available for purchase under this Agreement. The Custodian shall have and exercise no discretion, authority, or responsibility for the selection of Funds under this Agreement.

1.20 Individual Custodial Account or ICA

The Fidelity Advisor Code Section 403(b)(7) Individual Custodial Account established by the Participant and maintained as the Participant's Account pursuant to this Agreement, as amended and in effect from time to time.

1.21 In Good Order

A state or condition acceptable to the Custodian and Fidelity Affiliates in their sole discretion and determined to be reasonably necessary for the accurate execution of the intended transaction or direction.

1.22 Investment Company Shares or Shares

Shares of regulated investment companies registered under the Investment Company Act of 1940 (i) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates (collectively, for purposes of this Agreement "FMR"), serves as investment advisor (a "Fidelity Fund" or "Fidelity Advisor Fund"), (ii) the records of which are maintained on a proprietary transfer agent or recordkeeping system owned or employed by the Fidelity Affiliate, and (iii) which is among a group of Fidelity or Fidelity Advisor Funds permitted by the Custodian for investment under this Agreement, and whose Shares may be exchanged for Shares of other Fidelity Funds or Fidelity Advisor Funds, as the case may be, under the terms of its then current prospectus or any other agreement maintained by the Fidelity Affiliate.

1.23 IRS

The Internal Revenue Service.

1.24 Money Market Shares

Any Investment Company Shares which are issued by a money market mutual fund and which are permitted by the Custodian for investment under this Agreement.

1.25 Participant

An Eligible Employee, former Eligible Employee or Beneficiary holding assets in this Account who has not yet received a distribution of the entire accumulated benefit in the Account. For purposes of this Agreement, the term Participant shall also include the Participant's Beneficiary in whose name the Account is recordkept by the Custodian, unless otherwise set forth herein or inconsistent with the terms of the Plan, the RKA, or the intent of this Agreement.

1.26 Plan

The Employer's written defined contribution plan which satisfies, in form and operation, the requirements of §§1.403(b)-1 through 1.403(b)-11 and under which the Account may be maintained. The Account (and this Agreement together with the RKA) shall become part of the Plan, to the extent incorporated therein by reference and consistent with Section 14 of this Agreement. The term "Plan" shall also mean the Employer's 403(b) program or arrangement, as amended from time to time, for which the Account serves as a funding vehicle, until a written plan is adopted by the Employer. However, if there is no Plan associated with this Account (written or unwritten), the Employer sponsoring the Plan, program or arrangement cannot be located, the Employer is no longer an Eligible Employer, or in other similar situations, the Custodian shall follow applicable Code and ERISA guidance in determining its proper nondiscretionary treatment and/or disposition of the Account.

1.27 Recordkeeping Agreement or RKA

A separate written agreement between the Employer and the Custodian or any Fidelity Affiliate, under which the Custodian or one or more Fidelity Affiliates provide directed recordkeeping and other services with respect to the Plan, and the account. The term RKA may also include, as appropriate, the Fidelity Advisor 403(b) Administration Manual, a Service Agreement, letters of direction from the Employer, forms and other similar directions. Custodian or Fidelity Affiliate-provided or approved forms and materials may contain additional procedures, transaction information or elections which, when completed In Good Order, shall constitute directions even if not required to be approved or signed by the Employer.

1.28 Salary Reduction Agreement

The salary reduction agreement within the meaning of Code section 3121(a)(5)(D) between the Participant (as an Eligible Employee) and the Employer, under which the Participant's compensation is reduced at the election of the Participant and the amount of such reduction is contributed by the Employer to the Account as an elective deferral, as permitted under the Plan.

1.29 Termination Date

The later of (1) the date this Agreement terminates, or (2) the date all assets held in the Account have been distributed as allowed under the Plan and this Agreement.

1.30 Vendor

Any insurance company or custodian which issues Code section 403(b)(1) annuity contracts or maintains Code section 403(b)(7) custodial accounts, respectively, as described in §1.403(b)-8.

ARTICLE 2. PARTICIPATION

An Eligible Employee may adopt this Agreement by completing the Account Application and delivering it to the Custodian. The Account becomes effective upon the Custodian's acceptance and approval of the Account Application, as evidenced by the Custodian's notice to the Participant. The Employer or the Employer's Agent is deemed to have agreed to the terms of this Agreement and established the Account upon the payment of an initial contribution in cash, as specified in Article 4.

ARTICLE 3. FINANCIAL ADVISOR

3.1 Appointment of Financial Advisor

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

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

3.2 Roles and Responsibilities

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

In all cases the Financial Advisor, and not the Custodian, shall have the responsibility for delivering to the Participant (or following the death of the Participant, the Beneficiary) the Fidelity Advisor 403(b)(7) Individual Custodial Account Agreement as well as all confirmations, statements, notices, proxies and prospectuses delivered or made available to the Financial Advisor relating to such Investment Company Shares and the Account. To the extent that the Custodian delivers or makes available (by way of mail, electronic transmission, or other means) to the Financial Advisor materials or information with respect to the Account (including the Agreement, confirmations, statements, notices, proxies and prospectuses), the Financial Advisor shall be responsible for delivery of such materials to the Participant (or following the death of the Participant, the Beneficiary), and any such communications delivered or made available to the Financial Advisor shall be deemed to have been delivered to the Participant (or following the death of the Participant, the Beneficiary). The Participant (or following the death of the Participant, the Beneficiary) agrees to hold the Custodian and the Company harmless from and against any losses, cost or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

ARTICLE 4. CONTRIBUTIONS

4.1 Acceptance by Custodian

The Custodian shall not be responsible for determining the amount or type of contributions the Employer may contribute on behalf of a Participant, nor shall the Custodian be responsible to recommend or compel the Employer to make contributions to the Account on behalf of a Participant. The Custodian shall accept and process contributions to the Account after it receives In Good Order all information, supporting documentation, and the funds necessary to effect such transactions. The Custodian shall be held harmless and shall not be liable for any Losses the Participant may incur as a result of the acts, omissions, delays, or other inaction of any party relating to contributions made to the Account by the Employer (directly or through a third party such as a payroll common remitter) or by any third party as a rollover contribution, contract exchange or transfer to the Account, unless such loss is due solely to the Custodian's gross negligence or willful misconduct.

4.2 Types of Contributions

The Custodian shall allocate any Employer contributions to the Participant's Account into separate sources (or sub-accounts) as required for appropriate recordkeeping, provided that such contribution type is permitted under the Plan and to the extent identified as such by the Employer, the transferring or exchanging Vendor, or other appropriate party. Subject to the limitations and conditions of Articles 4.5 and 4.6 the following contributions may be made to the Account:

(a) Salary Reduction Contributions

The Employer may make pre-tax salary reduction contributions which constitute elective deferrals under §1.402(g)-1 (with respect to an employer contribution) and any other amounts that constitute elective deferrals under Code section 402(g)(3), including special 403(b) catch-up contributions permitted under Code section 402(g)(7) and age 50 catch-up contributions permitted under Code section 414(v). Age 50 catch-up contributions may be recordkept in a separate source within the Participant's Account. Salary reduction contributions can be made to the Account on a Participant's behalf in accordance with a Salary Reduction Agreement between the Employer and the Participant.

(b) Designated Roth Contributions

The Employer may make Code section 403(b) elective deferral contributions that (1) satisfy §1.403(b)-3(c), (2) the Participant irrevocably designates at the time of the salary deferral election as a designated Roth contribution that is being made in lieu of all or a portion of the Code section 403(b) elective deferral contributions that the Participant is otherwise eligible to make under the Plan, (3) are treated by the Employer as includible in the Participant's gross income at the time the Participant would have received the amount in cash if the Participant had not entered into the Salary Reduction Agreement and (4) shall be recordkept in a separate source.

(c) Employee Nonelective Contributions

The Employer may forward for deposit Employee Nonelective Contributions to the Account on a Participant's behalf if allowed by the Custodian, and pursuant to the terms of the Plan.

(d) Employee After-Tax Contributions

The Employer may forward for deposit Employee After-Tax Contributions to the Account on a Participant's behalf.

(e) Employer Matching Contributions

The Employer may make Employer Matching Contributions to the Account on a Participant's behalf on account of a Participant's Salary Reduction Contributions, (which may, to the extent provided in the Plan, include Matching Contributions made on account of the Participant's Catch-Up Contributions) or Employee After-Tax Contributions.

(f) Employer Discretionary Contributions

The Employer may make Employer Discretionary Contributions to the Account on a Participant's behalf if allowed by the Custodian, and pursuant to the terms of the Plan.

(g) Employer Nondiscretionary Contributions

The Employer may make Employer Nondiscretionary Contributions to the Account on a Participant's behalf if allowed by the Custodian, and pursuant to the terms of the Plan.

(h) Rollover Contributions

A Participant or a Beneficiary who is the surviving spouse of a deceased Participant may make a Rollover Contribution to the Account at any time, subject to the applicable provisions of the Code and in accordance with any applicable provisions of the Plan. The Custodian shall separately account for Rollover Contributions of pre-tax and after-tax amounts in accordance with information provided. The Custodian shall have no responsibility for the tax treatment to the Participant or Beneficiary associated with any such Rollover Contribution and shall not be responsible for confirming any information received from prior recordkeepers or Vendors. Rollover contributions that include designated Roth contribution amounts will be accepted into the Account only if the Plan permits employees to make Code section 403(b) elective deferrals that are designated Roth contributions.

4.3 Contract/Vendor Exchanges

Amounts received from other Vendors in a contract exchange described in §1.403(b)-10(b)(2) shall be allocated among the appropriate sources within the Participant's Account, based on information provided by the exchanging Vendor or Employer which accompanies the contract exchange contribution. The Custodian shall not be responsible for confirming any information received from prior recordkeepers or Vendors.

4.4 Transfers

Plan-to-plan transfers to the Account that meet the requirements of §1.403(b)-10(b)(3) shall be accepted to the extent that the Plan provides for the receipt of transfers. Amounts received in a plan-to-plan transfer shall be allocated among the appropriate sources within the Participant's Account, based on information provided by the transferring Vendor or the Employer that accompanies the transfer contribution.

4.5 Limitations on Contributions

(a) Aggregation of Accounts

As required by Code section 403(b), contributions to the Account under the Plan shall be aggregated with all other Code section 403(b)(1) annuity contract(s) and Code section 403(b)(7) custodial account(s) purchased or contributed to by the Employer for the Participant under all other plans, contracts or arrangements of the Employer, and shall be treated as purchased under a single contract for purposes of applying the contribution limitations of this Article 4.5(a). Rollover

contributions shall not be taken into consideration for this purpose. The contribution limitations described in this Article 4.5(a) shall be superseded by any Plan or Code contribution limitations that are more restrictive than those set forth herein.

(b) General Limitations on Contributions

The Employer may not make a contribution to the Participant's Account in any taxable year in any amount which is an "Excess Contribution" as defined in Section 4973(c) of the Code (an "Excess Contribution"). The total amount of Code section 403(b) elective deferral contributions (excluding age 50 catch-up contributions), designated Roth contributions, after-tax employee contributions, employer matching contributions, employer discretionary contributions, nonelective employer contributions and other contributions made to the Participant's Account shall not exceed the limits on "annual additions" imposed by Code section 415 for the taxable year as required by §1.403(b)-3(a)(9). Under Code section 415(c), contributions (that is, any "annual additions" as defined in Code section 415(c)) are permitted to be made for Participants in the Plan, subject to the limits set forth therein (which are generally the lesser of a dollar limit for a year or the Participant's compensation for the year), which are incorporated herein by reference. The special rules of §1.403(b)-4(b)(2) are also incorporated by reference herein. The Custodian shall be under no obligation to ensure that any contributions are in compliance with such general limitations, unless such obligation is explicitly undertaken by separate written agreement between the Custodian and the Participant.

(c) Additional Limitations on Salary Reduction Contributions

Basic Limit. In accordance with Code section 402(g)(1)(A), Code section 403(b) elective deferral contributions (other than special Code section 403(b) catch-up contributions and any age 50 catch-up contributions) and designated Roth contributions to the Participant's Account may not exceed the applicable dollar amount under Code section 402(g)(1)(B) for the taxable year, which is \$15,500 for 2008, and is adjusted for cost-of-living after 2008 in the manner described in Code section 402(g)(4). This limit shall apply to Code section 403(b) elective deferrals contributed to the Participant's Account and any other elective deferrals made on behalf of the Participant under the Plan and all other plans, contracts or arrangements of the Employer.

(d) Limitations on Catch-Up Contributions

Special Code Section 403(b) Catch-Up for Certain Organizations. In the case of a "qualified employee" of a "qualified organization" (as defined in §§1.403(b)-4(c)(3)(ii) and (iii), respectively) for whom the basic Code section 403(b) elective deferrals for any year are not less than the applicable dollar amount under Code section 402(g)(1)(B), the Code section 403(b) elective deferral limitation of Code section 402(g)(1) for the taxable year of the qualified employee is increased by the least of: (A) \$3,000; (B) the excess of (1) \$15,000, over (2) the total elective deferrals described in Code section 402(g)(7)(A)(ii) made for the qualified employee by the qualified organization for prior years; or (C) the excess of: (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over (2) the total elective deferrals (as defined in §1.403(b)-2) made for the employee by the qualified organization for prior years.

Age 50 Catch-Up. The Employer may make age 50 catch-up contributions to the Account of the Participant if he or she is age 50 by the end of the year, provided such age 50 catch-up contributions do not exceed the catch-up limit under Code section 414(v)(2) for the taxable year. The maximum amount of additional age 50 catch-up contributions for a taxable year under Code section 414(v) is \$5,000, adjusted for cost-of-living after 2006 in the manner described in Code section 414(v)(2)(C).

Coordination. If the Participant is eligible for both an age 50 catchup and a special Code section 403(b) catch-up, the catch-up amount contributed to the Account on his or her behalf shall be treated as described in §1.403(b)-4(c)(3)(iv) and deposited into the appropriate source within the Participant's Account to the extent identified as such to the Custodian.

(e) Employer Matching Contributions and Employee After-Tax Contributions

For any Account properly established under the terms of this Agreement, Employer Matching Contributions and Employee After-Tax Contributions shall not be required to be subject to the nondiscrimination tests of Code Section 401(m). The Custodian shall not be obligated to ensure that any such Employer Matching Contributions or Employee After-Tax Contributions are in compliance with Code Section 401(m).

4.6 Contribution Excesses

(a) Excess Contributions or Deferrals

The Employer shall be responsible for taking reasonable measures to prevent and promptly identify to the Custodian any excess contributions or deferrals to the Participant's Account, but the Custodian shall also rely on the Participant's certifications regarding such matters to the extent permitted by law. Any contributions which exceed the maximum annual contribution limit set forth in Article 4.5(b) of this Agreement shall be held in a separate account by the Custodian which constitutes a separate account for purposes of Code section 72 and distributed as described in §1.403(b)-4(f). Any excess deferral as a result of a failure to comply with the limits set forth in Article 4.5(b) of this Agreement for a taxable year shall be distributed by the Custodian to the Participant pursuant to §1.403(b)-4(f)(4) and/or other applicable Code sections and Treasury regulations, consistent with the terms of the Plan and direction provided to the Custodian regarding the source and investment option hierarchy of such distributions.

(b) Tax on Excess Contributions

The Participant shall be responsible for determining and paying any tax imposed under Code section 4973(c) on excess contributions to the Account, unless paid by the Employer.

ARTICLE 5. INVESTMENTS

5.1 Participant Defined for Purposes of this Article 5

The term "Participant," for purposes of this Article 5, means the "Participant (as defined in Article 1.25) or the Participant's Authorized Agent, including the Financial Advisor."

5.2 Investment Options

All amounts held in the Account shall be invested in Funds only. Such Funds shall include all Fidelity Advisor Mutual Funds made available for investment by Fidelity Affiliates for Code section 403(b) plans on or after October 1, 2008, unless limited by the Employer. Any proposed restrictions by the Employer on the number or type of Fidelity Advisor Funds available for investment in the Account may be deemed by the Custodian as an attempt to constructively terminate this Agreement without the Participant's explicit consent, and the Custodian reserves the right to reject such proposed restrictions, make all Fidelity Advisor Funds available for investment and require each Participant's individual written direction to terminate his or her Account and distribute, transfer, or exchange the assets held in his or her Account. Subject to the foregoing, the Funds which are available for investment are subject to change from time to time at the direction of the Employer, through independent action of a Fund provider, and/or due to the Custodian's nondiscretionary administrative considerations. Neither the Custodian nor any Fidelity Affiliate shall render investment advice to the Participant or any person (including the Employer) in connection with the selection of Funds to be made available as investment options hereunder or in which to invest Account assets.

5.3 Fund Deletions

If the Employer deletes one or more existing Funds available for investment under this Agreement (a "deleted Fund"), the Participant hereby authorizes the Employer to specify to the Custodian in writing whether the deleted Fund shall no longer be available for future contributions, prior contributions, or both. To the extent a deleted Fund shall no longer be available for prior contributions, the Participant authorizes the Employer to direct the Custodian as to the Funds(s) into which proceeds from the sale of assets in deleted Funds must be exchanged in the absence of receipt of Participant direction as to the same, on or before a date acceptable to the Custodian. The Participant agrees to hold the Custodian harmless for adhering to such directions from the Employer.

5.4 Fund Shares

All fund shares acquired by the Custodian under the Account shall be registered in the name of the Custodian or its nominee as share owner of record. The Participant shall be the beneficial owner of each share of all Funds held in the Account. The Custodian shall mail to the Participant, either directly or through the Financial Advisor, all prospectuses and proxies that come into the Custodian's possession by reason of its custody of Fund shares credited to the Participant's Account, and the Participant shall retain his or her voting rights with respect to Fund shares in his or her Account, unless contrary to the terms of the Plan. All income, dividends, capital gains and other distributions received with respect to Fund shares credited to the Participant's Account shall be reinvested in additional shares of such Fund, which shall be credited to the Participant's Account.

5.5 Contract Exchanges within the Plan

All or a portion of the Participant's Account may be exchanged prior to a distribution event for another Code section 403(b) contract of the Participant under the Plan which is issued by an Approved Vendor, provided that (1) the Plan provides for the exchange, (2) the Participant has an accumulated benefit immediately after the exchange that is at least equal to the accumulated benefit of that Participant immediately before the exchange (taking into account the accumulated benefit of the Participant under both Code section 403(b) contracts immediately before the exchange), (3) the other contract is subject to distribution restrictions with respect to the Participant that are not less stringent than those imposed on the contract being exchanged, and (4) effective January 1, 2009, the Employer has entered into an information sharing agreement with the other Vendor as described in §1.403(b)-10(b)(2)(i)(C) or has otherwise satisfied §1.403(b)-10(b)(2)(iii).

5.6 Direction by Participant

(a) Allocation of Contributions

Unless disallowed by the Plan, the Participant (or his or her Authorized Agent) shall have the right to direct the Custodian regarding the investment of assets held in, deposited, transferred, exchanged, or otherwise contributed to his or her Account, and the Custodian shall follow all directions which are received In Good Order. The Participant must designate a Fund Allocation to the Custodian. The Participant's designation of a Fund Allocation must be given to the Custodian in the method prescribed by the Custodian. All contributions to the Account shall be invested in the Funds in accordance with the Participant's Fund Allocation. By designating such Fund Allocation to the Custodian, the Participant will be deemed to have acknowledged receipt of the then current prospectus of any Fund in which the Participant instructs the Custodian to invest such contributions.

(b) Incomplete or Unclear Investment Instructions

If, in the Custodian's sole opinion, the instructions as to investment selection or Fund Allocation for a Participant are incomplete, have not been received, are not clear, or specify an unauthorized Fund(s), the Participant hereby directs the Custodian to invest all or part of a contribution or other amount in the default investment selection of Fidelity Cash Management Prime Fund Daily Money Class, or a similar money market fund, pending receipt of proper instructions from the Participant or the Participant's Financial Advisor or other Authorized Agent. The Custodian shall not be liable to anyone for any loss resulting from the delay in investing such amount or in implementing such instructions.

5.7 Transactional Errors by the Custodian or its Agent

In the event that the Custodian has a transactional error relating to a Participant's investment instructions or Fund Allocation (collectively "investment instructions"), the Participant, Employer or Participant's Authorized Agent, must notify the Custodian in writing of the incorrect execution of the Participant's investment instructions. Such notification must occur within six (6) months of the date such instruction was received In Good Order by the Custodian. Upon the expiration of the six (6) month period, the Custodian shall have no liability whatsoever to anyone with respect to the propriety of its acts or for any loss resulting from any such misallocated investments in the Participant's Account.

5.8 Effect of Direction

The Custodian may conclusively rely upon and shall be protected in acting upon any written order, telephone instructions, or authorized electronic instructions from the Participant (or his or her Authorized Agent), the Employer or any other notice, request, consent, certificate or other instrument or paper (collectively a "direction") believed by the Custodian 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 action. The Custodian has no duty to question any instructions or directions of the Participant regarding the investment of the assets in the Account or any fund allocation or to advise the Participant regarding the purchase, retention or sale of such investments, nor shall the Custodian or the Company be liable for any loss that results from the exercise of control (whether by his or her action or inaction) over the Account by the Participant. For purposes of this Article 5.5, such direction by the Participant may also be made electronically in accordance with procedures prescribed by the Custodian; provided, however, that the Custodian shall be fully protected in relying on such direction as if it were a direction made in writing by the Participant.

5.9 Participant Statements

The Custodian shall keep accurate and detailed accounts of receipts, investments and disbursements and other transactions hereunder, and shall report these amounts to the Participant not less frequently than quarterly (or make such information available electronically). In the event that the Custodian is required to do so pursuant to applicable law, the Participant agrees that the Custodian may share information about the Account with government agencies or other appropriate entities. The Participant agrees that the Custodian may share information about the Account with the Participant's Financial Advisor. The Participant also agrees that the Custodian may share information about the Account with the Employer as the Employer may so request in writing.

ARTICLE 6. ROLLOVERS AND TRANSFERS OF ASSETS

6.1 Eligible Rollover Distributions

If the distributee of an Eligible Rollover Distribution elects to have the distribution paid directly to an Eligible Retirement Plan and specifies the Eligible Retirement Plan to which the distribution is to be paid, the distribution will be paid to that Eligible Retirement Plan in a direct rollover. Distributees who are nonspousal Beneficiaries may make a direct rollover of the deceased Participant's Account to an IRA, consistent with the terms of the Plan. The provisions of Code section 401(a)(31) shall apply as if the Account were a 401(a) plan, unless otherwise provided under Code section 401(a)(31). The portion of any Eligible Rollover Distribution consisting of after-tax employee contributions may only be rolled over to an individual retirement account or annuity described in Code section 408(a) or (b) or to a plan described in Code Section 403(b) that provides for separate accounting with respect to such accounts, including separate accounting for the portion of such Eligible Rollover Distribution that is includible in income and the portion that is not includible in income. The Custodian shall, within a reasonable time period before making the initial Eligible Rollover Distribution, provide an explanation to the distributee of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover, as required under Code section 402(f) (including the plan timing rule of Code section 402(f)(1) and §1.402(f)-1). If the distributee of an Eligible Rollover Distribution does not elect to have the Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a direct rollover, the Eligible Rollover Distribution shall be subject to 20% federal income tax withholding imposed under Code section 3405. The distributee is solely responsible for determining the tax consequences and limitations of any Eligible Rollover Distribution.

6.2 Eligible Rollover Distributions from Designated Roth Contribution Sources

The portion of any Eligible Rollover Distribution consisting of designated Roth contributions may only be rolled over to another designated Roth account established for the individual under an applicable retirement plan described in Code Section 402A(e) (1) that provides for designated Roth contributions, or to a Roth individual retirement account described in Code section 408A, subject to the rules of Code section 402(c). If an Eligible Rollover Distribution includes designated Roth contributions, the designated Roth contribution source shall be treated as a separate contract for purposes of Code section 72. Therefore, the amount of any such distribution that is includible in income and the amount, if any, that may be rolled over to another Code section 403(b) plan or a plan qualified under Code section 401(a) shall be determined under §1.402A-1 and subject to the provisions of §1.403(b)-7(b)(1). The distributee is solely responsible for determining the tax consequences and limitations of any Eligible Rollover Distribution which includes designated Roth contributions.

6.3 Automatic Rollovers for Certain Mandatory Distributions under Code Section 401(a)(31)

If the total vested account balance of the Participant under the Plan (as determined by the Employer and subject to the terms of the Plan regarding source aggregation) does not exceed the amount that can be distributed without the Participant's consent under Code section 411(a)(11) (or such other amount as may be specified in Code section 417(e)), a distribution may be made without the consent of the Participant or the Participant's spouse, in accordance with Code section 401(a)(31)(B). Such distribution shall be made in the form of a lump-sum total distribution in cash, or if required under Code section 401(a)(31), in a direct rollover to an IRA selected by the Employer.

6.4 Plan-to-Plan Transfers

All or a portion of the Participant's Account may be transferred to another section 403(b) plan in a "plan-to-plan" transfer, provided that (1) the Participant is an employee or former employee of the employer (or the business of the employer) of the receiving plan, or, in the case of a transfer for a Beneficiary of a deceased Participant, the deceased Participant was an employee or former employee of the employer (or the business of the employer) of the receiving plan, (2) the Plan provides for the transfer, (3) the receiving plan provides for the receipt of transfers, (4) the Participant or Beneficiary has an accumulated benefit immediately after the transfer that is at least equal to the accumulated benefit of that Participant or Beneficiary immediately before the transfer, which would otherwise satisfy Code section 414(l), and (5) the receiving plan provides that, to the extent any amount transferred is subject to distribution restrictions under §1.403(b)-6, the receiving plan imposes restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed by the Plan. Unless otherwise directed by the Employer or required by the Plan, the Custodian shall transfer a proportionate amount of Account assets by source or sub-account to the receiving plan, in the event that a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in his or her Account.

6.5 Transfers to Purchase Permissive Service Credit

The Participant's Account may be transferred to a qualified defined benefit plan that is a governmental plan (as defined in Code section 414(d)), provided that (1) the transfer is for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit plan, or (2) it is a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

6.6 Effect of Rollovers or Transfers

(a) Investment of Rollover Contributions and Transfers of Assets

The Custodian shall invest any rollover contributions or transfers of assets into the Account according to the Participant's or the Authorized Agent's instructions which accompany the rollover contribution or transfer of assets. If no investment instructions accompany the rollover contribution or transfer of assets, or if, in the Custodian's sole opinion, such instructions are incomplete or not clear, the Custodian shall invest the assets according to the Fund Allocation currently in effect for the rollover money classification or transfer money classification, as applicable, for the Account at the time such rollover contribution or transferred assets are received. If such a Fund Allocation is not in effect for the rollover money classification or transfer money classification, the rollover contribution or transfer of assets shall be invested in accordance with Article 5.6(b).

(b) Restrictions Relating to Rollover Contributions and Transfers of Assets

All rollover contributions and transfers of assets to the Account shall become subject to the distribution restrictions of Articles 8.1 and 8.2. Generally, the assets in an Account may not be transferred to an annuity contract or custodial account established under Code Section 403(b) if such assets would then be subject to distribution restrictions less stringent than those described in Article 8.2.

(c) Participant's Responsibilities

The tax treatment of a rollover contribution or distribution or transfer of assets is solely the Participant's responsibility. The Custodian shall not be responsible for any adverse tax consequences in the event that a rollover contribution or distribution or transfer of assets is determined not to constitute a proper rollover or transfer of assets under the Code or other applicable law. The Custodian shall not be liable for any losses the Participant or Beneficiary may incur as a result of the acts, omissions, delays or other inaction of any party relating to the rollover contribution or distribution or transfer of assets to or from the Account, except only losses arising solely from the Custodian's gross negligence or willful misconduct pursuant to the provisions of Article 13.4.

ARTICLE 7. DESIGNATION OF BENEFICIARY

7.1 Manner of Designation

The Participant (or following the death of the Participant, the Beneficiary) 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 (or following the death of the Participant, the Beneficiary) in a form and manner acceptable to, and filed with, the Custodian. Such designation is effective and considered "filed" upon its acceptance by the Custodian; provided, however, that such designation, or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine (9) months after the Participant's death (or, following the death of the Participant, the Beneficiary'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 transfer to a beneficiary distribution account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Articles 6, 9 and 10 of this Agreement, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Participant (or, following the death of the Participant, the Beneficiary's death) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred.

7.2 Effect of Designation

The latest Beneficiary designation, change, or revocation properly made under Article 7.1 shall control the disposition of the Account upon the Account holder's death, except as determined by applicable law. Unless otherwise designated by the Participant in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, "per stirpes" shall be construed and defined according to the laws of

the Commonwealth of Massachusetts in force at the time of the death of the Participant (or, following the death of the Participant, the Beneficiary's death). In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Participant, the executor or administrator of the estate of the Participant, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian, in determining the identity of unnamed Beneficiaries or for any other purpose.

7.3 Death of a Participant Without a Designated Beneficiary

Upon the Participant's death, if the Participant has not properly designated a Beneficiary for the Participant's Account in accordance with Article 7.1, or if no Beneficiary survives the Participant, the Participant's Beneficiary shall be the Participant's surviving spouse. In the event that Participant has no surviving spouse, the Participant's Beneficiary shall be the Participant's estate.

7.4 Death of Beneficiary Prior to Receipt of Entire Interest in the Account

If a Beneficiary dies after the Participant, but before receiving his or her entire interest in the Account, the Beneficiary's remaining interest in the Account shall be paid to a Beneficiary or Beneficiaries designated by such Beneficiary as his or her successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation must be received and accepted by the Custodian in accordance with this Article 7. If no proper designation has been made by such Beneficiary in accordance with this Article 7.4, the Beneficiary shall be such Beneficiary's estate.

Notwithstanding the foregoing, the Custodian does not assume and shall not have any responsibility for any notice requirement relating to Beneficiary distributions.

ARTICLE 8. DISTRIBUTIONS

8.1 Generally

The Custodian shall distribute assets from the Account to the Participant or Beneficiary as soon as reasonably practicable following receipt by the Custodian of sufficient information In Good Order, which may require Employer approval, and consistent with the terms of the Plan. Distributions shall be made in cash, or, if approved by the Custodian, in kind. Distributions made under Article 4.6 of this Agreement shall not be subject to this Article 8. Notwithstanding anything herein to the contrary, distributions to Beneficiaries and alternate payees pursuant to a Qualified Domestic Relations Order (QDRO) may be made at any time, unless inconsistent with the terms of the Plan and the QDRO.

8.2 Distributions of Amounts Other Than Code Section 403(b) Elective Deferrals

Distributions of amounts other than Code section 403(b) elective deferrals shall not be paid to the Participant before the Participant (1) has a severance from employment (described in §1.403(b)-2(b)(19)), (2) dies, (3) becomes disabled (within the meaning of Code section 72(m)(7)), or (4) attains age 59½, unless the Plan has been terminated. These restrictions shall continue to apply to any amounts (including earnings thereon) transferred or exchanged from the Account to an annuity contract or a retirement income account. Distributions of rollover contributions and after-tax contributions may occur at any time, unless inconsistent with the terms of the Plan.

8.3 Distributions of Code Section 403(b) Elective Deferrals

(a) General Rule

Distributions of amounts which are attributable to Code section 403(b) elective deferrals shall not be paid to a Participant before the Participant (1) has a severance from employment (as described in §1.403(b)-2(b)(19)), (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of Code section 72(m)(7)), or (5) attains age 59½, unless the Plan has been terminated.

(b) Special Rule for Pre-1989 Section 403(b) Elective Deferrals

To the extent properly identified to the Custodian, the Custodian shall separately recordkeep in the Account amounts held as of the close of the taxable year beginning before January 1, 1989 (but not the earnings thereon), which shall be distributed pursuant to the special distribution rules described in §1.403(b)-6(d)(ii).

(c) Hardship Rules

Hardship distributions shall be available from the Account if the Custodian agrees in the RKA to make hardship distributions available to Plan participants on a nondiscriminatory basis. In such event, a hardship distribution may be made to the Participant as soon as reasonably practicable following receipt of the Participant's request In Good Order, as documented in the RKA, provided that it is a distribution on account of hardship under §1.401(k)-1(d)(3) and is subject to the rules and restrictions set forth in §1.401(k)-1(d)(3) (including limiting the amount of a distribution in the case of hardship to the amount necessary to satisfy the hardship). In addition, a hardship distribution is limited to the aggregate dollar amount of the Participant's Code section 403(b) elective deferrals held in his or her Account and other contracts under the Plan (and may not include any income thereon other than pre-1989 earnings), reduced by the aggregate dollar amount of the hardship distributions previously made to the Participant. Code section 403(b) elective deferral contributions may not be made by the Participant during the six-month period beginning on the date the Participant receives a distribution on account of hardship.

8.4 Forms of Distributions

The Custodian shall process distributions from the Account in any of the following forms at the Participant's or, if applicable, a Beneficiary's election, provided that such distribution form is required or permitted under the Plan or the Plan's distribution election/direction forms:

- (a) A total distribution of the Account;
- (b) An Eligible Rollover Distribution (as further described in Article 6 of this Agreement);
- (c) Periodic installment payments;
- (d) A specific dollar amount as directed from time to time;
- (e) If the Plan is a governmental plan and the distributee is a Participant and not a Beneficiary, distributions for certain retired public safety officers made for the direct payment of certain premiums as provided in Code sections 402(l) and 403(b)(2);
- (f) A fixed or variable annuity contract purchased from an insurance company at the Participant's instruction and distributed to the Participant, providing for periodic payments over any of the following periods as specified by the Participant: the life of the Participant, the lives of the Participant and the Participant's surviving spouse or other beneficiary, or a period certain not to exceed the period permitted under Code section 401(a)(9) and the regulations thereunder;
- (g) Substantially equal periodic payments as provided for in Code section 72(t)(2)(A)(iv) or its successor, provided the Participant has a severance from employment with the Employer (regardless of when it occurred), before the attainment of age 59½.

8.5 Qualified Domestic Relations Order

Any distribution pursuant to a domestic relations order is subject to procedures as specified by the Custodian and incorporated by reference herein or in the RKA. Any distribution from the Account to an alternate payee pursuant to a qualified domestic relations order as defined in Code section 414(p) shall be made by the Custodian without regard to whether the Participant has had a severance from employment or another event permitting distribution.

ARTICLE 9. MINIMUM REQUIRED DISTRIBUTIONS

9.1 General Rules

Notwithstanding anything in this Agreement to the contrary, as required by Code section 403(b)(10), distributions from the Participant's Account must, when aggregated with distributions from other contracts and accounts of the Participant under the Plan, satisfy the minimum distribution requirements of Code section 401(a)(9), the provisions of which are incorporated by reference, and the Account hereunder will therefore (pursuant to §1.403(b)-6(g)) be deemed to satisfy the incidental benefit requirement of §1.401-1(b)(1)(ii). The minimum distribution rules of Code section 401(a)(9) shall be applied to the Participant's account(s) under the Plan in accordance with the provisions of §§1.403(b)-6 and 1.408-8 for purposes of determining required minimum distributions. It shall be the Employer's responsibility to provide the Custodian with sufficient information in a timely manner regarding the Participant's age, his or her other account(s) under the Plan, and all other information required to determine the minimum distribution requirements of Code section 401(a)(9) with respect to his or her Account hereunder, unless such responsibility is accepted by a Fidelity Affiliate in the RKA.

9.2 Distributions during a Participant's Lifetime

The Participant's entire interest in his or her Account must be, or begin to be, distributed not later than the Participant's required beginning date. By that date, the balance in the Account must be distributed in (1) a single sum or (2) payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her Beneficiary.

9.3 Distributions upon a Participant's Death

If the Participant dies before his or her entire Account is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the Participant dies on or after the required beginning date, and

- A. the Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in subsection (1)(C) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by one for each subsequent year, or, if distributions are being made over the period in subsection (1)(C) below, over such period; or
- B. the Beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined each year until such beneficiary's death, or over the period in subsection (1)(C) below if longer. Any interest remaining after the beneficiary's death will be distributed over such beneficiary's remaining life expectancy as determined in the year of the beneficiary's death and reduced by one for each subsequent year, or over the period in subsection (1)(C) below if longer; or
- C. there is no Beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by one for each subsequent year.

(b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with subsection (2)(A) below or, if elected or there is no Beneficiary, in accordance with subsection (2)(B) below.

A. The remaining interest will be distributed in accordance with subsections (1)(A) and (1)(B) above (but not over the period in subsection (1)(C) above, even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the Beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½. But in such case, if the Participant's surviving spouse dies before the distributions are required to begin, then the remaining interest will be distributed in accordance with subsection (1)(B) above (but not over the period in subsection (1)(C) above, even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with subsection (2)(B) below if there is no such designated beneficiary.

B. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

9.4 Required Beginning Date

The Participant's entire interest in his or her account(s) under the Plan must be, or begin to be, distributed not later than the Participant's required beginning date, which is generally April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½ or (2) the calendar year in which the Participant retires from employment with the Employer.

9.5 Special Rules for Benefits Accruing Before December 31, 1986

The Custodian shall keep records of pre-1987 account balances (as described in §1.403(b)-6(e)(6)) and subsequent changes as set forth in §1.403(b)-6(e)(6)(iii), to the extent that such information is provided to the Custodian In Good Order. The Custodian shall also provide such information upon request to the Employer, the Participant, Beneficiaries and the recipient Vendor of a direct transfer or contract exchange. Pre-1987 account balances shall be distributed in accordance with the incidental benefit requirement of §1.401-1(b)(1)(i), as further described in §1.403(b)-6(e)(6)(v).

9.6 Application to Multiple Contracts

The determination of the minimum required distribution must be calculated for each of the Participant's annuity contracts or custodial accounts established under Code section 403(b). A Participant's minimum distribution requirement under Code section 401(a)(9) may be satisfied by taking distributions from the Account to satisfy the amount required to be distributed from another section 403(b) contract of the Participant and/or by taking distributions from other section 403(b) contract(s) of the Participant in order to satisfy the amount required to be distributed from the Participant's Account, as permitted under §1.403(b)-6(e)(7). It shall be the responsibility of the Employer, the Participant and Beneficiary(ies) to request appropriate distributions from the Participant's Account, both in timing and amount.

9.7 Annuity Contracts

If the Participant's benefit is to be distributed in the form of an annuity contract purchased from an insurance company, its payment terms shall comply with the requirements of Code section 401(a)(9) and the associated regulations.

9.8 Inapplicability of Spousal Rules

The surviving spouse of a Participant may not treat the deceased Participant's Account as his or her own account for purposes of satisfying Code section 401(a)(9), even if the spouse is the Participant's sole Beneficiary.

ARTICLE 10. MISCELLANEOUS PROVISIONS APPLICABLE TO DISTRIBUTIONS

10.1 Responsibilities of Custodian

The Custodian does not assume and shall not have any responsibility:

- (a) to make any distribution without proper direction from the Employer or the Participant in a form and manner acceptable to the Custodian;
- (b) to make any distribution in the form of an annuity contract or to determine or give advice with respect to life expectancies or the selection of annuity contracts;
- (c) to make any distribution unless and until the Custodian is furnished with all certificates, signature guarantees, and other documents (including proof of any legal representative's authority) that the Custodian may request.

10.2 Annuity Contracts

When a distribution is used to purchase an annuity contract or if delivery of a fully paid individual annuity contract purchased from an insurance company is made from the Account, the contract must be nontransferable and its payment terms must comply with those of the form of distribution specified by or for the payee. The Participant's Account and this Agreement shall be deemed terminated upon the purchase of an annuity contract, if no value remains in the Account after such purchase. The Custodian shall not be liable for the acts or omissions of any insurance company from which such an annuity contract is purchased in accordance with the instructions of the Employer and/or a Participant.

10.3 Tax Withholding

Any distribution payment made by the Custodian may be subject to withholding of income or other taxes required by federal or state law. The Custodian shall withhold federal income tax at the rate of 20% (or other rate, as required by the IRS) from the taxable portion of any Eligible Rollover Distribution from the Account which is not directly rolled over to an Eligible Retirement Plan. However, the following shall not be subject to withholding of any income or other taxes required by federal or state law:

- (a) payments by the Custodian to a registered investment advisor, as authorized by the Participant on a form acceptable to, and filed with, the Custodian;
- (b) expenses for loan processing and other fees relating to loan transactions taken from the Account pursuant to Article 11; and
- (c) fees or expenses taken from the Account pursuant to Article 13.5.

10.4 Nonassignment

Subject to the provisions of the Plan, the Participant's Account shall be used for the exclusive benefit of the Participant, the Participant's Beneficiaries, or the Beneficiaries of the Participant's Beneficiaries, as the case may be; shall be nonforfeitable; and shall not be subject to alienation, assignment, trustee process, garnishment, attachment, execution or levy of any kind, either voluntarily or involuntarily, except with regard to payment of the expenses of the Custodian as authorized by the provisions of Article 11.6 of the Agreement and except to the extent required by applicable law.

10.5 Minors and Persons With Legal Disabilities

If a distribution upon the Participant's or Beneficiary's death is payable to a Beneficiary known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its sole discretion make all or any part of the distribution to:

- (a) a parent of such Beneficiary;
- (b) the guardian, conservator, or other legal representative, wherever appointed, of such Beneficiary;
- (c) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act;
- (d) any person having control or custody of such Beneficiary; or
- (e) to such Beneficiary directly.

The Custodian may require whatever proof it deems necessary prior to making any distribution under this Article 10.6.

10.6 Whereabouts of Participant or Beneficiary

The Custodian does not assume, and shall not have, any responsibility for determining the whereabouts of any Participant or any Beneficiary who may be entitled to benefits under the Agreement. The Participant or Beneficiary (as applicable) shall at all times be responsible for instructing the Custodian in writing as to the current address of each such Participant or Beneficiary.

ARTICLE 11. LOANS

11.1 General

Loans shall be available from the Account if the Custodian agrees in the RKA to make loans available to Plan participants on a nondiscriminatory basis. In such event, a loan may be made to the Participant as soon as reasonably practicable following receipt of the Participant's loan request In Good Order, as documented in the RKA.

11.2 Taxability of Loans

Loans from the Account to a Participant shall be treated as having been received as a distribution in accordance with Code section 72(p)(1), except to the extent that the loan satisfies Code section 72(p)(2) (relating to loans that do not exceed a maximum amount and that are repayable in accordance with certain terms) and §1.72(p)-1.

ARTICLE 12. RIGHTS AND DUTIES OF CUSTODIAN

12.1 Custodian as Agent

The Custodian is an agent appointed by the Participant on its behalf to perform solely the duties assigned to the Custodian under the Agreement, it being acknowledged by the Participant that Fidelity Affiliates may assist the Custodian in meeting its obligations hereunder, and that the Custodian and/or Fidelity Affiliates may also separately contract with the Employer to provide additional services, such as recordkeeping services, with respect to the Account, the Plan, or other accounts and Plans of the Employer. Neither the Custodian nor any Fidelity Affiliate shall take any action which the Custodian or the Fidelity Affiliate, in its sole discretion, determines may make it a fiduciary with respect to the Plan or the Account, and accordingly, neither the Custodian nor any Fidelity Affiliate shall be deemed to be a fiduciary in performing the following actions pursuant to this Agreement:

- (a) to receive contributions pursuant to the provisions of the Agreement;
- (b) to hold, invest and reinvest the contributions in Fund shares;
- (c) to register any property held by the Custodian in its own name, or in nominee or bearer form that will pass delivery;
- (d) to make distributions from the Account in cash or in kind, pursuant to the provisions of the Agreement;
- (e) to deduct reasonable fees and expenses; and
- (f) to do all other nonfiduciary acts, although not specifically mentioned herein, as the Custodian may deem necessary to carry out its responsibilities under this Agreement.

12.2 Prospectuses, Proxies and Voting of Fund Shares

(a) Prospectuses and Proxies

The Custodian shall deliver to the Participant, either directly or through the Financial Advisor, all prospectuses and proxies that come into the Custodian's possession by reason of its custody of Fund shares credited to the Account. The Participant (the Authorized Agent, or, following the death of the Participant, the Beneficiary) may direct the Custodian as to the manner in which any Investment Company Shares held in the Account shall be voted with respect to any matters as to which the Custodian, as holder of record, is entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the Investment Company or corporation which issued such Investment Company Shares. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it.

(b) When the Custodian Can Vote Fund Shares

The Custodian shall not vote any Fund shares held hereunder except in accordance with the Participant's instructions provided in a form and manner acceptable to the Custodian. However, in the absence of the Participant's instructions, the Custodian may vote "present" for the sole purpose of allowing such Fund shares to be counted for establishment of a quorum at such Fund's shareholder's meeting.

12.3 Tax Reports

The Custodian shall file any tax reports with the Internal Revenue Service that are required to be filed by the Custodian (not including such tax reports required to be filed by the Employer). The Custodian and the Participant shall furnish to one another such information relevant to the Account as may be required in connection with any such tax reports. Unless the Participant sends the Custodian written objection to a tax report within sixty (60) days after its receipt, the Participant shall be deemed to have approved such tax report, and in such case the Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to all matters included therein.

12.4 Responsibilities with Respect to Distributions

In making any distribution pursuant to this Agreement, the Custodian does not assume, and shall not have, any responsibility:

- (1) To make any distribution without proper direction from the Employer and/or the Participant which is In Good Order;
- (2) To make any distribution in the form of an annuity contract (unless purchased from an insurance company) or to determine or give advice with respect to life expectancies or the selection of annuity contracts;
- (3) To make any distribution unless and until the Custodian is furnished In Good Order with all required certificates, signature guarantees, and other documents (including proof of any Authorized Agent's or legal representative's authority) that the Custodian may require; or
- (4) To return to the Employer any contribution made by the Employer to the Account because of a mistake of fact, unless and until the Custodian has received written direction from the Employer In Good Order.

12.5 Accounts and Reports to the Employer

The Custodian shall keep accurate and detailed accounts of all contributions, investments, distributions and other transactions with respect to the Account. If the Account is associated with a Plan, the Custodian shall report to the Employer sponsoring the Plan the value of the assets held in the Account as of each Reporting Date, pursuant to the terms of the RKA.

12.6 Information Sharing

In the event that the Custodian or a Fidelity Affiliate is required to do so pursuant to applicable law or regulation, the Participant understands and agrees that the Custodian or Fidelity Affiliate shall share information about the Account with government agencies or other appropriate entities. If the Account is associated with a Plan, the Employer sponsoring the Plan shall also have the right to direct the Custodian or Fidelity Affiliate to share information about the Account, as described in the RKA. The responsibility and liability of the Custodian and Fidelity Affiliates for information sharing with the Employer and/or other entities at the Employer's direction shall be documented in the RKA.

12.7 Statements to the Participant

The Custodian shall keep accurate and detailed accounts of all contributions, investments, distributions and other transactions with respect to the Participant's Account and shall report these amounts to the Participant through periodic statements.

ARTICLE 13. WRITTEN INSTRUCTIONS, DIRECTIONS, NOTICES, AND COMMUNICATIONS

13.1 Written Instructions, Directions, Notices and Communications

Subject to Article 10.6, all written instructions, notices or communications to the Participant or the Employer, including notices contained on a Participant's statement, are effective when sent to the last known address of the Participant or Employer in the Custodian's records. All written instructions, directions, notices or communications to the Custodian shall be mailed or delivered to the Custodian at its designated mailing address, and no such instruction, direction, notice or communication is effective until the Custodian's actual receipt thereof. Notwithstanding anything herein to the contrary, the Custodian may electronically deliver instructions, notices and communications with respect to the Account to the Participant or the Employer in accordance with applicable law as in effect from time to time.

13.2 Custodian's Reliance on Written Instructions, Directions, Notices and Communications

The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or nonaction taken in good faith in reliance upon, any written instructions, directions, notices or communications believed to be genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic transmission or electronic imaging. For this purpose, the Custodian may (but is not required to) give the same effect to a telephonic or electronic instruction or direction as it gives to a written instruction or direction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic instructions or directions were, in fact, a written instruction or direction. Any such telephonic instruction or direction may be proved by audio-recorded tape or computer files maintained by the Custodian.

13.3 Custodian's Reliance on Electronic Instructions, Directions, Signatures, Contracts and Records

For all purposes under this Agreement, the Custodian may (but is not required to) give the same effect to an electronic instruction, direction, signature, contract, record or similar communication (collectively, "records and signatures") as it would give to written records and signatures, and the Custodian's action in so doing shall be protected to the same extent as if such electronic records and signatures were, in fact, in written form. Any such electronic records and signatures shall be retained and provided by the Custodian in accordance with applicable law. For all purposes under this Agreement, the term "electronic" or "electronically" shall mean relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

13.4 Limitations on Custodian's Liability and Indemnification

The Participant and the Custodian intend that the Custodian and the Financial Advisor shall have and shall exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety or tax treatment of any contributions, or of any distributions, or any other action or inaction taken pursuant to the Participant's direction or that of the Participant's Authorized Agent, or that of the Employer or the Financial Advisor. The Participant or the Participant's Authorized Agent who directs the investment of the Account shall bear sole responsibility for the suitability of any directed investment, and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. To the fullest extent permitted by law, the Participant or the Participant's Authorized Agent shall at all times fully indemnify and hold harmless the Custodian, FMR LLC, Fidelity Affiliates and their agents, affiliates, successors and assigns and their officers, directors and employees, from any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorney's fees and disbursements, arising from the investment direction of the Participant, the Financial Advisor's execution of such direction or the investment direction of the Participant's Authorized Agent under this Account and from any and all such other loss, damage, penalty, liability, cost and expense whatsoever which may arise in connection with this Agreement, except liability arising under applicable law or liability arising from the gross negligence or willful misconduct on the part of the indemnified person. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Participant, the Custodian may, in its discretion, establish procedures pursuant to which the Participant may delegate to a third party any or all of the Participant's powers and duties hereunder; provided, however, that in no event may anyone other than the Participant execute the Account Application or the form by which the Beneficiary is designated, and provided, further, that any such third party to whom the Participant has so delegated powers and duties shall be treated as the Participant for purposes of applying the preceding sentences of this Article 13.4 and the provisions of Article 5.

The Participant and the Custodian recognize and agree that the Custodian is not a fiduciary or an Administrator under ERISA Section 3(16)(A) with respect to the Plan, if any, and further agree that it is their intent that no service provided under this Agreement nor any action taken by the Custodian with regard to this Agreement shall cause the Custodian to be a fiduciary or an "administrator" under ERISA Section 3(16)(A).

The provisions of this Article 13.4 shall survive the termination of this Agreement.

13.5 Fees and Expenses

Unless otherwise paid by the Employer, as allowed by the Custodian, the Custodian shall collect directly out of the Account reasonable expenses of Account administration, including, if any, the fees of counsel employed by the Custodian relating directly to administration of claims against or on behalf of the Account, taxes and reasonable fees for maintaining and servicing the Account charged by the Custodian and/or Fidelity affiliates.. The fees for maintaining the Account may change with sixty (60) days' written notice to the Participant. Such fees shall be documented in the RKA or other disclosures provided to the Employer and/or the Participant. The Custodian may redeem Fund shares and use the proceeds of such redemption to pay the foregoing expenses, taxes or fees or bill the Participant directly for such expenses, taxes or fees. The Custodian shall, upon direction from the Participant, or the Participant's Authorized Agent, disburse from the Account payment to the Participant's investment advisor of any fees for financial advisory services rendered with regard to the assets held in the Account. Any such direction must be provided in a form and manner acceptable to the Custodian, and the Custodian shall not incur any liability for executing such direction.

13.6 Judicial Settlement of Accounts

The Custodian may seek a judicial settlement of the Account. In any such proceedings the only necessary party thereto in addition to the Custodian shall be the Participant. Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account.

ARTICLE 14. STATUS OF THE 403(B) PLAN

All contributions to the Account, including contract exchanges from other Vendors, shall be made pursuant to the Plan. To the extent that the Plan incorporates this Agreement and/or the RKA by reference, this Agreement and/or the RKA shall be considered a part of the Plan. On and after January 1, 2009, the Employer is solely responsible for ensuring that the Plan (including this Agreement and/or the RKA to the extent it is deemed to be a part of the Plan) constitutes a written plan which, in both form and operation, satisfies the requirements of Code section 403(b) and the regulations thereunder. The Custodian's responsibilities and the responsibilities of any Fidelity Affiliate, with respect to the recordkeeping and operation of the Plan, shall be limited to the terms of this Agreement and the RKA. If there is any inconsistency between the provisions of the Plan and the provisions of this Agreement and/or the RKA, the provisions of the Plan shall take precedence over the provisions of this Agreement, except (1) to the extent that the Plan provision(s) would terminate this Agreement without the Participant's consent, (2) with respect to Sections 5, 12, 13, 14, 15, 16, 17 and 18.6 of this Agreement, and (3) the Custodian's rights and obligations under this Agreement cannot be modified without its prior written consent.

ARTICLE 15. RESIGNATION OR REMOVAL OF CUSTODIAN

15.1 In General

The Custodian may resign at any time, upon sixty (60) days' written notice to the Participant, subject to Article 15.3 below. Upon the removal or resignation of the Custodian, the Custodian may, but shall not be required to, appoint a successor custodian under this Agreement; provided that any successor custodian shall satisfy the requirements of Code Section 401(f)(2). Upon any such successor Custodian's acceptance of appointment, the Custodian shall transfer the assets of the Account, together with copies of relevant books and records, upon reasonable request by the successor custodian, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Account, or on or against the Custodian. The Custodian shall not be liable for the acts or omissions of any successor Custodian to it. If no successor custodian is appointed, the Account shall be terminated in accordance with Article 17.3.

15.2 Plan Termination

In the event of the termination of the Plan by the Employer pursuant to §1.403(b)-10(a), the Custodian may resign as of a date agreed upon with the Employer and the Participant shall be entitled to receive his or her Account benefits under this Agreement in accordance with the terms of the Plan. Under such circumstances, the Custodian shall make distributions from the Account as directed by the Employer, subject to the Custodian's administrative procedures. A Plan termination shall not impose additional administrative responsibilities or burdens upon the Custodian unless the Custodian explicitly agrees to such additional requirements.

15.3 Plan or Account Failure

Notwithstanding anything herein to the contrary, the Custodian reserves the right, in its sole discretion, to resign (including a retroactive resignation) as the Custodian on or after the date on which the Plan fails to constitute a Code section 403(b) "plan" as defined in §1.403(b)-3(b)(3) or the Account fails to constitute a "custodial account" as defined in Code section 403(b)(7).

ARTICLE 16. DURATION

This Agreement shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment and termination.

ARTICLE 17. AMENDMENT AND TERMINATION

17.1 Amendments

The Participant and the Employer delegate to the Custodian the exclusive power to amend the Agreement including retroactive amendments, so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Participant, and the Employer at his or her last known address (as shown in the records of the Custodian), a copy of such amendment(s) or restatement of this Custodial Agreement. The Participant and the Employer shall be deemed to consent to any such amendment(s) or restatement if he or she fails to object thereto by sending written notice to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is sent to the Participant or the Employer.

17.2 Limitation on Amendment

No amendment to the Agreement shall be effective if it would cause or permit:

- (a) any part of the Account to be used for, or diverted to, any purpose other than the exclusive benefit of the Participant, except with regard to payment of the expenses of the Custodian (and, if applicable, the Participant's investment advisor) as authorized by the provisions of this Agreement and except to the extent required by law;
- (b) a reduction in the nonforfeitable percentage of the Participant's interest in the Account, unless such amendment is necessary to conform the Agreement to the conditions of any law, governmental regulation or ruling; or
- (c) the imposition of any additional duty on the Custodian or the Company without its written consent.

17.3 Termination

Except as hereinafter provided, termination of this Agreement shall be effected by distributing all assets from the Account. Account assets shall be distributed as soon as reasonably practicable on or after the effective date of the Custodian's resignation, at the Participant's direction (or the Employer's direction, if accepted by the Custodian in its sole discretion) and subject to the terms of the Plan and this Agreement. The Custodian shall transfer Account to any successor custodian named In Good Order by the Participant or

Employer and as further described in Article 15.1. If the Custodian is not timely notified of the identity of the successor custodian by the Participant or the Employer, the Custodian may (1) bring an appropriate action or proceeding for leave to deposit the assets of the Account with a court of competent jurisdiction, (2) roll the Account over to an Individual Retirement Account or Individual Retirement Annuity for the Participant's benefit, (3) escheat the Account, or (4) otherwise dispose of the Account as allowed by the Plan, the Code, ERISA, and/or other applicable laws. The Custodian shall be reimbursed by the Participant or out of the assets of the Account for its reasonable costs and expenses relating to the Account termination, including, but not limited to, attorneys' fees and disbursements.

ARTICLE 18. ADDITIONAL PROVISIONS

18.1 Entire Agreement

This Agreement and the documentation required to establish the Account contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, written or oral, made by the parties with respect to the Account.

18.2 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.3 Force Majeure

No party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, acts of terrorism, whether actual or threatened, quarantines, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages, or strikes. This clause shall not excuse either party from any liability which results from failure to have in place reasonable disaster recovery and safeguarding plans which are adequate for protection of all data which each of the parties to the Agreement is responsible for maintaining for the Plan, except to the extent such failure to have in place such plans is itself the result of an event described in the first sentence of this Section 18.3.

18.4 Successors and Assigns

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

18.5 Survival

The Custodian's and the Participant's respective obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including but not limited to, those contained in Sections 12 and 13, of this Agreement shall survive any termination of the Agreement.

18.6 Governing Law

THE AGREEMENT IS ACCEPTED IN, AND SHALL BE GOVERNED BY, THE LAWS OF THE JURISDICTION WHERE THE EMPLOYER HAS ITS PRINCIPAL PLACE OF BUSINESS, EXCEPT AS SUPERSEDED BY FEDERAL LAWS OR REGULATIONS.

18.7 Effective Date

This Agreement shall become effective when the Participant's Account Application is accepted and approved by or on behalf of the Custodian at its principal office.

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