
**PENSION BENEFIT PLAN
ACCOUNT AGREEMENT
AND APPLICATION**

Account Agreement

Please retain for your records

1 Definitions

As used in this agreement, the following terms have the following meanings:

Authorized Agent/Advisor. “Financial Advisor” or “Investment Professional” (collectively, the “Authorized Agent/Advisor”) shall mean an investment advisor registered under the Investment Advisors Act of 1940, which the plan sponsor and plan trustees have designated as agent.

Plan. The pension benefit plan whose assets are held in Trust by the Trustee(s) pursuant to a Trust Agreement.

Plan Participant. The individual on whose behalf contributions are made to the Plan.

Plan Sponsor. The employer that sponsors the Plan.

Recordkeeper. The firm retained by the Plan Sponsor to recordkeep the individual participant accounts and request certain transactions as more fully described herein with regard to the Plan Account.

Trust. The entity established by the Trust Agreement.

Trust Agreement. The instrument establishing the Trust, appointing the Trustee and setting forth the powers and duties of the Trustee.

Trustee. The institution, person or persons so named in the Plan’s Trust Agreement to hold Plan assets in trust for the benefit of Plan Participants.

2 Important Aspects of the Account

Upon approval by Fidelity Brokerage Services LLC (“FBS”) or National Financial Services LLC (“NFS”, together with FBS, “Fidelity”), the Plan Sponsor and the Trustee understand that Fidelity shall maintain a brokerage account in the name of the Trustee(s) for the benefit of the Plan (“Trust Account” or “Plan Account”), and as broker for the Plan, buy, sell or exchange securities or other products in accordance with instructions electronically transmitted or otherwise provided by the Trustee, Plan Sponsor, Recordkeeper and/or the Authorized Agent/Advisor. The Plan assets held in the brokerage account shall be invested in securities and other products as determined by the Trustee, Plan Sponsor and/or the Authorized Agent/Advisor. All decisions relating to the Plan’s investment or trading activity shall be made by the Trustee(s), the Plan Participant or the Authorized Agent/Advisor. Certain administrative services will be provided to the Plan Sponsor, Recordkeeper, Trustees and/or Authorized Agent/Advisor by Fidelity. The Plan Sponsor and the Trustee understand that this Account Agreement governs the Plan Account and the Trust’s relationship with Fidelity and its affiliates.

Any information given to Fidelity on this Pension Benefit Plan Account Application (“Account Application”) will be subject to verification, and Fidelity is authorized to obtain any information about the Plan Sponsor, Recordkeeper, Authorized Agent/Advisor and/or Trustee as Fidelity deems appropriate prior to accepting this Account Application. Fidelity may tape-record or monitor any conversations with the Plan Sponsor, the Recordkeeper, the Authorized Agent/Advisor and/or the Trustee in order to verify data concerning any transactions requested, and the Plan Sponsor, the Recordkeeper, the Authorized Agent/Advisor and the Trustee hereby agree to such recording or monitoring. This Trust account is carried by National Financial Services LLC (“NFS”), an affiliate of FBS, and all terms of this agreement also apply between the Plan Sponsor, the Recordkeeper, the Authorized Agent/Advisor and the Trustee and NFS. I understand that Fidelity will not be responsible for accuracy, completeness or the use of any information received by me from outside data services and that Fidelity does not make any warranty concerning such information.

“I” refers to all account holders, trustees, recordkeeper, plan sponsors, Authorized Agent/Advisor and any other authorized person(s) who hold(s) any position of ownership or fiduciary responsibility for this account.

Fidelity does not promote day-trading strategies. Trading in volatile markets can present increased challenges and risks, which may include:

First, the risk of market orders being executed at unexpectedly high prices. If I have limited assets to pay for transactions, such as in a retirement account with contribution restrictions, I will consider placing a limit order. If I cannot pay for a transaction, Fidelity may be required to liquidate account assets at my risk.

Second, delays in quotes, order execution and reporting in volatile markets, transmission of quotes, orders and execution reports may be delayed, even for information which appears to be real time. Security prices can change dramatically during such delays.

Third, it may not be possible to cancel an order previously submitted, even if I have received a confirmation of my cancellation order. I will ensure that my prior order is actually cancelled before entering a replacement order.

Fourth, certain securities, such as IPOs trading in the secondary market and Internet-related stocks, are subject to particular volatility. I will consider managing market risk with limit orders.

Fifth, access to Fidelity or the Plan Account can be delayed by factors such as high telephone volume or systems capacity limitations. I may have alternative ways of reaching Fidelity, such as the Web and telephone representatives, in addition to the automated telephone system.

Sixth, the effect of using margin is amplified during periods of high price volatility. If I am a margin investor, I will periodically examine how the use of margin fits within my investment objectives, risk tolerance and financial resources.

For more complete information regarding this topic, I will contact Fidelity.

3 Applicable Rules and Regulations

All transactions through Fidelity are subject to the constitution, rules, regulations, customs and usages of the exchange, market or clearinghouse where executed, as well as to any applicable federal or state laws, rules and regulations.

I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the resale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 (“Securities Act”) and Rules 144, 144A, 145 and 701 thereunder. I agree that it is my responsibility to notify you of the status of such securities and to ensure that any transaction I effect with you will be in conformity with such laws and regulations. I will notify you if I am or become an “affiliate” or “control person” within the meaning of the Securities Act with respect to any security held in the account. I will comply with such policies, procedures and documentation requirements with respect to “restricted” and “control” securities (as such terms are contemplated under the Securities Act) as you may require. In order to induce you to accept orders with respect to securities in the account, I represent and agree that, unless I notify you otherwise, such securities or transactions therein are not subject to the laws and regulations regarding “restricted” and “control” securities. I understand that if I engage in transactions which are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or “affiliate” of the issuer of a security, any transaction in such security may be governed by the issuer’s insider trading policy and I agree to comply with such policy.

4 Commissions/Fee/Pricing

The Plan Sponsor and the Trustee hereby authorize the Authorized Agent/Advisor and/or Recordkeeper to enter into such schedule of commission rates and any other fee schedules and pricing for the Plan Account as may be determined between the Authorized Agent/Advisor and/or Recordkeeper and Fidelity. The Plan Sponsor and the Trustee hereby certify that the Authorized Agent/Advisor and/or Recordkeeper has informed the Plan Sponsor and the Trustee of such commission rates and other fee schedule(s) and the Plan Sponsor and the Trustee represent that any such commission rates and other fee schedules are valid Plan expenses and are reasonable in light of the services being provided and agree to be bound thereby. The Plan Sponsor and the Trustees hereby acknowledge that notwithstanding the fact that such rates, fees and pricing may be asset based, the Plan’s account with Fidelity is a brokerage account and not an advisory account.

5 Security Interest

Any and all credit balances, securities or contracts relating thereto and all other property of whatsoever kind belonging to the Trust or in which the Trust may have an interest held or maintained by Fidelity or carried for the Trust’s accounts now or hereafter opened in which the Trust may have an interest, shall be subject to a general lien for the discharge of the Trust’s indebtedness and other obligations to Fidelity (including unmatured and contingent obligations) however arising are held by Fidelity as security for the payment of any of the Trust’s liability or indebtedness in any of the said accounts. At any time and from time to time Fidelity may, at its discretion, without notice to the Trustee, sell, assign and/or transfer any securities, contracts relating thereto, cash or other property therein, interchangeably between any of the Trust’s accounts to any account guaranteed by the Trustee. Shares of any investment company in which the Trust has an interest and for which

Fidelity Management & Research Company serves as investment adviser are also subject to a general lien for the discharge of the Trust obligations to Fidelity. Fidelity may redeem any such shares or other securities or property to satisfy any obligation of the Trust without further notice or demand. No provision of this agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code relating to retirement accounts.

6 Liability for Costs of Collection

I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse FBS and NFS for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

7 Prohibited Investments or Activities

The pledging of securities in this account on margin, the purchase and sale of any options, and the purchase and sale of any precious metals in this account are expressly prohibited.

8 Settlement of Transactions

I understand that sufficient funds must be in the Account at the time any order to buy securities is placed, including transaction costs and any applicable commissions or fees in addition to such other amounts Fidelity may deem necessary.

9 Receipt of Communications

Communications may be sent to the Plan Sponsor, the Trustee, the Recordkeeper or the Authorized Agent/Advisor at the respective address of record listed on this Account Application or at such other address as any of them may hereafter give Fidelity and all communications so sent, whether by mail, electronic means, telegraph, messenger or otherwise, shall be deemed given to each of them personally, whether actually received or not. The Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor understand that each should promptly and carefully review the transaction confirmations and periodic statements and notify Fidelity of any errors. Information contained on transaction confirmations and account statements is conclusive unless the Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor objects in writing within thirty days, after being transmitted to the Plan Sponsor, the Trustee, the Authorized Agent/Advisor and/or the Recordkeeper.

10 Periodic Reports

The Trust will receive a statement of all transactions quarterly, and monthly in the months when there is activity in the Trust's account. The brokerage statement will detail: securities bought or sold in the Trust's account; redemption checks; checkwriting; repayments and interest charges, if any; the number of fund shares that were purchased or redeemed for the Trust; and electronic funds transfers and monthly fees assessed.

11 Extraordinary Events

Fidelity shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond its control, including but not limited to, extreme market volatility or trading volumes.

12 Choice of Marketplace

The Plan Sponsor, the Trustee, the Recordkeeper and Authorized Agent/Advisor understand and acknowledge that when securities may be traded in more than one marketplace, in the absence of specific instructions from the Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor, Fidelity may use its discretion in selecting the market in which to place orders for the Trust.

13 Payment for Order Flow

NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution,* NFS's order-routing policies, taking into consideration all the factors listed above, are designed to result in favorable transaction processing for customers.

FBS and/or NFS receives remuneration, compensation or other consideration for directing customer orders for equity securities to particular broker/dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

*Please note: Orders placed through Fidelity's telephone, electronic, wireless or online trading systems cannot specify a particular market center for execution.

14 SIPC

Securities in accounts carried by NFS, a Fidelity Investments company, are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, please see www.sipc.org. NFS has arranged for additional insurance protection for cash and securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.

15 Modification

No provision of this agreement can be amended or waived except in writing, by an authorized representative of Fidelity. If any provision of this agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform with such law and regulation, but the remainder of this agreement remains in full force and effect.

16 Temporary Cash Balances

Amounts contributed and received on behalf of the Trust shall be invested in Fidelity Cash Reserves money market fund, or any such other money market mutual fund as Fidelity makes available for such purpose (the "transaction fund"), subject to prior payment by the Trust and on the Trust's behalf of any debit items. Contribution amounts shall remain in the transaction fund until appropriate orders are transmitted to Fidelity by the Plan Sponsor, Trustee(s), Recordkeeper and/or the Authorized Agent/Advisor. Amounts redeemed from transactions within the Account shall be credited to and held in the transaction fund until appropriate orders have been transmitted to Fidelity by the Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor. The account statement will detail all activity in the transaction fund. This is provided in lieu of confirmation that might otherwise be provided with respect to those transactions. I have received and read a copy of the prospectus of the transaction fund selected by me, containing a more complete description of the fund and its fees, charges and operations.

17 Payment of Items

The Plan Sponsor and the Trustee understand that all debit items including checks, securities account transactions and electronic funds transfers will be accumulated daily and that Fidelity will make payment of those items on the Trust's behalf to the extent sufficient funds are available. The Trustee may elect checkwriting privileges on this account, which checks shall be drawn on the bank selected by Fidelity from time to time. Alternatively, the Plan Sponsor, the Trustee, the Recordkeeper and/or Authorized Agent/Advisor may request that proceeds be transferred out only to the Trustee for the benefit of the Plan via wire or electronic funds transfer. The Plan Sponsor, the Trustee and the Recordkeeper and/or the Authorized Agent/Advisor shall ensure that sufficient assets remain in the brokerage account to satisfy all obligations of the Plan as they become due. Payments shall be made solely from any balances credited to the transaction fund on the day of presentation.

Payments for debit items will be made on the Trust's behalf in the following order as they become due: first, securities transactions and other account fees, and second, the Trust's checks.

Fidelity shall not be responsible for the dishonor of any transaction due to insufficient collected balance. Other transactions that the Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor initiate may also reduce the Trust's collected balance.

18 Checkwriting Privileges

The Trustee understands that by choosing the checkwriting feature for the Trust account that the Trustee may write checks on the checking service established with such bank as Fidelity may select from time to time, which is governed by the rules of the bank, the applicable provisions of the Uniform Commercial Code, and the applicable state and federal laws.

The Trustee also understands that the Trust will be charged a nominal fee for check reorders and any special expenses incurred on this checking service, including a charge for checks returned for insufficient funds, stop payment requests, dishonored checks and copies of checks. Cancelled checks will not be returned. Accounts engaging in excessive checkwriting may be closed immediately at Fidelity's discretion. The Trustee understands that checks will be dishonored

if the collected balance in the Trust account is insufficient to honor a check in full, and Fidelity and the bank are not liable to the Trust for any consequences of such dishonor.

The Trustee agrees to notify the issuing bank immediately upon the loss or theft of checks associated with the Trust account.

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Trading Authority of the Recordkeeper and/or the Authorized Agent/Advisor

- A. If the Trustee has indicated on the Pension Benefit Plan Account application that the Recordkeeper and/or Authorized Agent/Advisor is/are authorized to request certain transactions in the Trust account and withdraw money and/or securities or other assets and the Recordkeeper and/or Authorized Agent/Advisor wishes to engage FBS and NFS as broker/dealer to purchase or sell securities and other products, Fidelity is further authorized to follow the instructions of the Recordkeeper and/or Authorized Agent/Advisor in every respect to redemptions, deliveries of securities and payment of monies to the Trust directly or to any bank or financial account with a registration identical to this Trust account. The Recordkeeper and/or Authorized Agent/Advisor is authorized to act for the Plan Sponsor and/or Trustee and on the Plan Sponsor's and/or Trustee's behalf in the same manner and with the same force and effect as the Plan Sponsor and/or Trustee might or could do to the extent necessary or incidental to the furtherance or conduct of the account; provided, however, that except as otherwise provided in Section 21 below, in no event shall the Recordkeeper and/or Authorized Agent/Advisor be authorized to disburse, direct or transfer any assets or property to the Recordkeeper and/or Authorized Agent/Advisor or any other party except directly to or for the exclusive benefit of the Trustee(s).

This authorization shall apply only with respect to the the Plan Account established with the attached Application unless instructed otherwise by the Trustee(s). The Recordkeeper and/or Authorized Agent/Advisor will not place trading orders or conduct activity in the Trustee(s) account that exceeds its authority under this authorization or any other agreement governing the Plan and the Trust account.

- B. The Plan Sponsor and the Trustee understand and agree that:
1. Fidelity is authorized to accept the instruction of the Recordkeeper and/or Authorized Agent/Advisor on behalf of the Trust. This authorization shall be applicable to all assets the Trust holds in the specified account.
 2. The Recordkeeper and/or Authorized Agent/Advisor acknowledge that Fidelity and the Recordkeeper and/or Authorized Agent/Advisor are not affiliated and have no relationship except as described in this agreement.
 3. Fidelity has no responsibility and will not participate in or review the Recordkeeper's and/or Authorized Agent/Advisor's trading decisions or in any way review, monitor or supervise the suitability of the investment decision or activity of the Recordkeeper and/or Authorized Agent/Advisor.
 4. Fidelity will have no duty to inquire into the authority of the Recordkeeper and/or Authorized Agent/Advisor to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement among the Plan, the Trustee(s), the Recordkeeper and/or Authorized Agent/Advisor.
 5. The Recordkeeper and/or Authorized Agent/Advisor will comply with, and make all disclosure to Fidelity and as required by all applicable state, federal and industry securities law and regulations, and interpretations promulgated thereunder, including but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and the NASD Conduct Rules.
- C. The Plan Sponsor and Trustee shall indemnify and hold harmless Fidelity and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission of the Recordkeeper and/or Authorized Agent/Advisor with respect to the Trust's account.
- D. This trade authorization is a continuing one and shall remain in full force and effect until Fidelity is notified in writing that it is revoked through written notice actually received by Fidelity. Such revocation, however, shall not affect any prior liability in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that this authorization and indemnity is in addition to and in no way restricts any rights that may exist at law or under any other agreement(s) between the Plan Sponsor, the Trustee and Fidelity.

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Authorization to Direct Disbursement of Funds

The Plan Sponsor and the Trustee authorize Fidelity to remit checks, wire funds and otherwise to make disbursements of funds held in the Plan Account for the purpose of investment for the benefit of the Trust to banks, broker/dealers, investment companies or other financial institutions for the exclusive benefit of the Trust, upon the Plan Sponsor's, the Trustee's, the Recordkeeper's or Authorized Agent/Advisor's instructions.

21**Authorization to Pay Fees to Recordkeeper and/or the Authorized Agent/Advisor**

If the Trustee has instructed Fidelity on the attached Pension Benefit Plan Account Application to pay administrative, management, recordkeeping and/or advisory fees directly to the Recordkeeper and/or the Authorized Agent/Advisor, then the Trustee authorizes Fidelity to pay the Recordkeeper and/or the Authorized Agent/Advisor such administrative and/or management, recordkeeping and/or advisory fees from this Account directly as instructed by the Recordkeeper and/or the Authorized Agent/Advisor. The Trustee and the Plan Sponsor hereby represent that any such administrative, management, recordkeeping and/or advisory fees are valid plan expenses and are reasonable in light of the services being provided to the Plan Account by the Recordkeeper and/or Authorized Agent/Advisor, as the case may be. Fidelity may use amounts credited to the transaction fund to the extent necessary to pay such fees. Fidelity will rely on the invoices submitted by the Recordkeeper and/or the Authorized Agent/Advisor, and Fidelity will have no responsibility to calculate or verify fees so invoiced. The Plan Sponsor and the Trustee shall indemnify and hold Fidelity and its directors, employees and control persons harmless from all liabilities and costs, including attorney's fees that Fidelity may incur by relying upon the Recordkeeper's and/or the Authorized Agent/Advisor's representations or upon the above authorization.

The Plan Sponsor or the Trustee may terminate any fee deduction authorization at any time by giving written notice actually received by Fidelity. Such termination, however, shall not affect any fee deduction authorization initiated or prior liability in any way, resulting from any transaction prior to receipt of the notice of termination.

22**Authorization to Reimburse Plan Expenses**

The Plan Sponsor may select as investment options for participants under the Plan, one or more of the mutual funds participating in a Fidelity Plan Expense Reimbursement Program (the "Program"), a program through which Fidelity clients may direct the purchase, redemption and exchange of shares of mutual funds on behalf of certain retirement plans (the "Mutual Funds"). If so elected by the Plan Sponsor in the attached Pension Benefit Plan Account Application, at the Plan Sponsor's direction, Fidelity may reimburse the Plan for which Fidelity does not provide participant recordkeeping services for certain plan expenses.

The Plan Sponsor understands and agrees to the following:

- A. Some or all of the payments to be made by Fidelity under the Program may be in lieu of expenses Fidelity or its affiliates otherwise may have incurred if the Plan Sponsor had engaged Fidelity to provide recordkeeping services to the Plan.
- B. For each new Mutual Fund account through which the Plan makes an initial purchase of shares of any of the Mutual Funds offered through the Program, Fidelity will reimburse the Plan, or at the discretion of the Plan Sponsor, to the Recordkeeper, an amount as specified per the terms of the prospectus of each Mutual Fund selected.
- C. For each calendar quarter where the Plan maintains a balance in any of the Mutual Funds on any day of the quarter, Fidelity will reimburse the Plan, or at the discretion of the Plan Sponsor, to the Recordkeeper, an amount as specified per the terms of the prospectus of each Mutual Fund selected.

Plan Sponsor and Trustee hereby represent that such payments shall be allocated to participants or beneficiaries or used solely to reimburse direct and necessary expenses of the Plan which the Plan is authorized to pay. Accordingly, the Plan Sponsor directs Fidelity to make such payments as directed to the Plan's Recordkeeper or Authorized Agent/Advisor for reimbursement of Plan recordkeeping expenses.

Plan Sponsor and Trustee hereby represent and agree as follows:

1. Under the documents governing the administration of the Plan, expenses such as the preparation and delivery of employee communications materials will be paid by the Plan to the extent not paid by the Plan Sponsor.
2. The amount of any payments to be made by Fidelity in accordance with this section may be offset by the amount of any charge for services the Plan Sponsor engages Fidelity to perform on behalf of the Plan, including, without limitation, expenses of the type described in paragraph 1 directly above. The Plan Sponsor agrees that Fidelity's calculation of such offset shall be final and binding on all parties.

Recordkeeper represents that it will not use any sums that are received hereunder to reimburse expenses for any purpose other than to defray direct and necessary expenses of the Plan which the Plan is authorized to pay.

Recordkeeper hereby represents that, in the event it ceases to serve as recordkeeper of the Plan, this Section 22 shall hereby terminate, the payments indicated herein this section will cease, and the Recordkeeper will pay any sums received and not already used to pay plan expenses to the successor recordkeeper of the Plan.

This plan expense reimbursement authorization is a continuing one and shall remain in full force and effect until Fidelity is notified in writing that it is revoked through written notice actually received by Fidelity. Such revocation, however, shall not affect any prior liability in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that this authorization and indemnity is in addition to and in no way restricts any rights that may exist at law or under any other agreement(s) between the Plan Sponsor, the Trustee and Fidelity.

The Plan Sponsor understands that any assets for which Fidelity remits a distribution fee to Authorized Agent/Advisor shall not be eligible for any reimbursement to the Recordkeeper; however, such assets shall be aggregated for total assets under management. Recordkeeper's participation in the Program will remain in effect until Fidelity receives written notice from Recordkeeper to terminate its participation or notice from the Plan to discontinue payment of distribution fees to the Authorized Agent/Advisor. Upon such notice, Fidelity shall no longer remit distribution fees to Authorized Agent/Advisor as directed.

The Plan Sponsor hereby represents that participation in the Program does not conflict with any applicable laws, rules or regulations. The Plan Sponsor understands that Fidelity will make payment of any sums payable to Recordkeeper in accordance with the terms of this Account Agreement.

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TPA Retirement Network

If so indicated in the Account Application, Section 11, the Plan Sponsor and the Recordkeeper hereby elect to participate in the TPA Retirement Network Program ("TRN Program"). By so electing, The Plan Sponsor and the Recordkeeper acknowledge that the TRN Program provides for the remittance of distribution fees to a broker/dealer. Plan Sponsor and Recordkeeper understand that any assets for which Fidelity remits a distribution fee to the broker/dealer named in Section 11 shall not be eligible for revenue sharing to the Recordkeeper; however, such assets shall be aggregated for total assets under management. Recordkeeper's participation in the TRN Program will remain in effect until Fidelity receives written notice from the Recordkeeper to terminate its participation or notice from the Plan Sponsor to discontinue payment of distribution fees to the broker/dealer named in Section 11. Upon such notice, Fidelity shall no longer remit distribution fees to the broker/dealer named in Section 11.

Recordkeeper hereby agrees to pay a participation fee as set forth under separate cover to be charged on a quarterly basis through its master account with Fidelity or from such other account as the Recordkeeper may designate in writing to Fidelity. Recordkeeper represents that its participation in the Program does not conflict with any applicable laws, rules or regulations.

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Miscellaneous

The failure of Fidelity at any time to require performance by the Recordkeeper, the Authorized Agent/Advisor, the Trustee or the Plan Sponsor of these terms and conditions will not limit the right to require such performance at any time thereafter. Fidelity reserves the right, at its sole discretion and without prior notice, to restrict or limit any transaction or series of transactions in any investment company advised or managed by Fidelity or its affiliates that Fidelity determines may adversely affect the investment company or its shareholders. The Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor will not use Fidelity's or any of its affiliates' names or logos in any advertising or promotional materials without prior written approval by Fidelity. The Trustee, the Plan Sponsor, the Recordkeeper or the Authorized Agent/Advisor may not assign this or any related agreement without the prior written consent of Fidelity.

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Termination of Account

The Trustee and the Plan Sponsor understand that this account may be terminated either by the Trustee or by the Plan Sponsor or Fidelity at any time. This agreement will remain in effect until its termination by the Plan Sponsor and the Trustee is acknowledged in writing by an authorized representative of Fidelity. Fidelity reserves the right to charge a service fee or close any account that fails to maintain minimum activity or balance requirements, and further reserves the right to close an account or remit credit balances due to insufficient investment-related activity. Termination will result in the cancellation of the brokerage account and other features or privileges. The Plan Sponsor and the Trustee understand that the Plan Sponsor and the Trustee will remain responsible for all charges, debit items or other transactions initiated or authorized by the Plan Sponsor, the Trustee, the Recordkeeper and/or the Authorized Agent/Advisor whether arising before or after termination.

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PRE-DISPUTE ARBITRATION AGREEMENT

THIS ACCOUNT IS SUBJECT TO THE ARBITRATION RULES OF THE NEW YORK STOCK EXCHANGE, INC. OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. THE TRUSTEE IS AWARE OF THE FOLLOWING:

A) **ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**

- B) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- D) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

THE TRUSTEE AGREES THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN US (INCLUDING, BUT NOT LIMITED TO, CONTROVERSIES CONCERNING ANY ORDER OR TRANSACTION, OR THE CONTINUATION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO BEFORE, ON OR AFTER THE DATE THIS ACCOUNT IS OPENED) SHALL BE DETERMINED BY ARBITRATION BEFORE A PANEL OF INDEPENDENT ARBITRATORS SET UP BY EITHER THE NEW YORK STOCK EXCHANGE, INC. OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. AS WE MAY DESIGNATE. IF WE DO NOT NOTIFY YOU IN WRITING OF OUR DESIGNATION WITHIN FIVE (5) DAYS AFTER WE RECEIVE FROM YOU A WRITTEN DEMAND FOR ARBITRATION, THEN WE AUTHORIZE YOU TO MAKE SUCH DESIGNATION ON OUR BEHALF. WE UNDERSTAND THAT JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OR COMPETENT JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.



PENSION BENEFIT PLAN ACCOUNT APPLICATION

PRIORITY HANDLING

This application should be returned to:

Fidelity Investments Institutional Brokerage Group
P.O. Box 5000
Cincinnati, OH 45273-8009

If you have any questions, please contact your Recordkeeper for additional assistance.

Pension Benefit Plan Account Application

This application should be completed by the Trustee(s) and Plan Sponsor to open a Fidelity Brokerage Services LLC (“FBS”) brokerage account through Fidelity Investments Institutional Brokerage Group (“FIIBG”) (together “Fidelity” or “you”) for the benefit of a pension benefit plan (the “Plan” or the “Trust”). This account is designed for pension benefit plans that use the services of a Recordkeeper and/or an Authorized Agent. If selected in the appropriate section, this application permits an Authorized Agent to make investment decisions and request certain other transactions for the Plan and/or authorizes a Recordkeeper to transmit orders and request certain other transactions relating to assets within the account. Please read and retain for Trust records the enclosed Pension Benefit Plan Account Agreement (“Agreement”), which is part of this application. All information must be completed to open the Plan account.

1 Type of Account/Registration

This application is designed to open a brokerage account with a trust registration for the benefit of a pension benefit plan pursuant to the attached Pension Benefit Plan Account Agreement. Recordkeeper should check the appropriate box to indicate account payment structure.

- Fee Based Only (279/689)
- Commission Based Only (251/609)
- Hybrid (Fee and Commission Based) (251/609)

2 Account Owner

Name of Trust _____

Address _____

City _____ State _____ Zip _____

Daytime Phone # _____ Trust Tax ID # -

Plan Sponsor _____

Recordkeeper _____ Interested Party #

Name of Authorized Agent/Advisor Firm _____ Interested Party #

Name of Authorized Agent/Advisor (if any) _____ Interested Party #

3 Certification of Trust Powers

Name of Trust (Title) _____ Date of Trust - -

For the Benefit of _____

A. The undersigned certify that the Trust indicated in Section 2 has the following Trustees (attach an additional sheet of paper if necessary).

FIRST TRUSTEE			
First Name	Middle Initial	Last Name	
Social Security #	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Street Address*	City	State	Zip
Employer	Occupation		

For Fidelity Use Only.

SECOND TRUSTEE			
First Name	Middle Initial	Last Name	
Social Security #	[] [] [] - [] [] - [] [] [] []		
Street Address*	City	State	Zip
Employer	Occupation		
THIRD TRUSTEE			
First Name	Middle Initial	Last Name	
Social Security #	[] [] [] - [] [] - [] [] [] []		
Street Address*	City	State	Zip
Employer	Occupation		
FOURTH TRUSTEE			
First Name	Middle Initial	Last Name	
Social Security #	[] [] [] - [] [] - [] [] [] []		
Street Address*	City	State	Zip
Employer	Occupation		

*If different than the Trust's address.

Affiliations

Are any of the Trustees affiliated with or employed by a stock exchange or member firm of either an exchange or the NASD*, a municipal securities broker-dealer or Fidelity?

Yes No If yes, Company _____

Are any of the Trustees a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives and members of the Board of Directors?

Yes No If yes, Company _____ Trading Symbol _____

Company _____ Trading Symbol _____

Company _____ Trading Symbol _____

*If you have answered "yes" under Affiliations, you must include a letter of account approval from your Compliance Officer with this account application and indicate your employer's company name and address. Notification of your intent to open an account will be sent to your employer in accordance with the current regulations.

- B.** You have the authority to accept orders and other instructions relative to the Trust accounts identified herein from those individuals or entities listed in Section 3(A). The individuals and entities listed in Section 3(A) may execute any documents on behalf of the Trust which you may require. By signing this form, the Trustee(s) hereby certifies(y) that you are authorized to follow the instructions of any Trustee and to deliver funds, securities or any other assets in the brokerage account to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. You may, in your sole discretion and for your sole protection, require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee.
- C.** There are no other Trustee(s) of the Trust other than those listed in Section 3(A).
- D.** Should only one person execute this agreement, it shall be a representation that the signer is the sole Trustee. Where applicable, plural references in this certification shall be deemed singular.
- E.** We, the Trustees, have the power under the Trust and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell, exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) for and at the risk of the Trust. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.
- F.** We, the Trustees, have authority to delegate trading authorization to the Recordkeeper and/or the Authorized Agent. We understand that to so delegate, Section 7 of this form must be completed.

- G. We, the Trustees, certify that any and all transactions effected and instructions given on this account will be in full compliance with the trust.
- H. We, the Trustees, agree to inform you in writing of any change in the composition of the Trustees or any other event which could alter the certifications made above.
- I. We, the Trustees, agree that any information we give to you on this account will be subject to verification, and we authorize you to obtain a credit report about me (any of us) individually at any time. Upon written request, you will provide the name and address of the credit reporting agency used.

Certified to Fidelity by (all Trustees must sign and date):

Trustee Signature _____	Date (required) <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Trustee Signature _____	Date (required) <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Trustee Signature _____	Date (required) <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Trustee Signature _____	Date (required) <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

4

Additional Information (This information is requested in accordance with industry regulations)

Plan's Bank Information

Name of Bank _____

Account # _____

Bank Address _____

City _____ State _____ Zip _____

Plan's Financial Profile

Estimated Annual Income (From Plan)	Estimated Net Worth (Of Plan)	Federal Tax Bracket
<input type="checkbox"/> ₁ Under \$25,000 Amount \$ _____	<input type="checkbox"/> ₁ Under \$30,000 Amount \$ _____	<input type="checkbox"/> ₁ 15% and below
<input type="checkbox"/> ₂ \$25,000–\$50,000	<input type="checkbox"/> ₁ \$30,000–\$50,000	<input type="checkbox"/> ₂ 25%–27.5%
<input type="checkbox"/> ₃ \$50,001–\$100,000	<input type="checkbox"/> ₂ \$50,001–\$100,000	<input type="checkbox"/> ₃ Over 27.5%
<input type="checkbox"/> ₄ Over \$100,000	<input type="checkbox"/> ₃ \$100,001–\$500,000	
	<input type="checkbox"/> ₄ Over \$500,000	

Investment Objectives

Pursuant to various securities regulations, Fidelity is required to ask you to list your investment objective for your account. Please review the objectives to determine the one that best applies to your account, understanding that the more aggressive objectives incorporate the less aggressive objectives. You must determine for yourself if the investments you select are appropriate and consistent with your investment objectives. Fidelity does not monitor your self-directed trading to determine if the investments you select are suitable for you. The typical investments listed with each objective are only some examples of the kinds of investments that have historically been consistent with the listed objectives. However, Fidelity does not guarantee that any investment will achieve your intended objective.

Please select your Investment Objective. If there is more than one investment objective, please rank accordingly:

- Preservation of Capital** – if you seek to maintain the principal value of your investments and are interested in investments which have historically demonstrated a very low degree of risk of loss of principal value. Examples of typical investments might include certificates of deposit, money market funds, high-grade municipal bonds, and U.S. government securities (if held to maturity).
- Income** – if you seek to generate income from investments and are interested in investments which have historically demonstrated a low degree of risk of loss of principal value. Examples of typical investments might include highly rated municipal securities, U.S. Treasury Notes and Bonds, government agency bonds, highly rated corporate bonds (each held to maturity), short-term bond funds and the sale of covered call options.

- Aggressive Income** – if you seek to generate a greater amount of income from your investments and are willing to invest in securities which have historically demonstrated a moderate degree of risk of loss of principal value. Examples of typical investments might include high-yield bonds, preferred stock, lower-rated corporate and municipal bonds, and aggressive bond funds.
- Growth** – if you seek to grow the principal value of your investments over time and are willing to invest in securities which have historically demonstrated a moderate degree of risk of loss of principal value to pursue this objective. Examples of typical investments might include common stocks, equity mutual funds, and index funds.
- Speculation** – if you seek a significant increase in the principal value of your investments and are willing to invest in securities which have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Examples of typical investments might include initial public offerings, volatile or low-priced common stocks, the purchase or sale of put or call options, spreads, straddles, and/or combinations on equities or indexes, and the use of short-term or day-trading strategies.

5 Funding the Trust Account

- Enclosed is a check made payable to Fidelity Brokerage Services LLC in the amount of \$ _____
- The Trust will be funded by wire transfer on _____
- The Trust will be transferring from another firm and included is a Transfer of Assets form and a copy of the most recent statement.
- Please transfer from the Trust's existing Fidelity Account \$ _____, or the entire Account. (Check box that applies.)

Name of Trust Account _____

Fidelity Account # _____

6 Account Service Instructions

All of the dividend(s) and/or interest from mutual funds shall be reinvested. Other dividends and interest on securities within the account shall be paid in cash and deposited into the transaction fund.

7 Instructions for the Recordkeeper and/or the Authorized Agent

Initial Where Appropriate:

- ___ The Trustee(s) authorize the Recordkeeper to place orders and authorize disbursement of funds by check, wire transfer, withdrawal and other forms of disbursement for the Plan's benefit in accordance with the attached Agreement.
- ___ The Trustee(s) authorize the Authorized Agent to place orders and authorize disbursement of funds by check, wire transfer, withdrawal and other forms of disbursement for the Plan's benefit in accordance with the attached Agreement.
- ___ The Trustee(s) authorize Fidelity Brokerage Services LLC to deduct the Recordkeeper's fees from the Trust account as directed by the Recordkeeper in accordance with the attached Agreement.
- ___ The Trustee(s) authorize Fidelity Brokerage Services LLC to deduct the Authorized Agent's fees from the Trust account as directed by the Authorized Agent in accordance with the attached Agreement.

8 Checkwriting Services

- The Trustee(s) elect(s) checkwriting privileges. The Trustee(s) understand that they will receive an initial supply of 25 checks. Name(s) and mailing address will be printed on the checks as written on this application unless otherwise indicated.
- Check here to indicate if more than one signature is required on all checks.

Note: Please sign the attached signature card.

9

Interested Party Statements

I (We) hereby request duplicate trade confirmations, account statements and access to all account information, including trade confirmations and account statements, be sent or made available by Fidelity Investments (either in paper or via electronic means) to the party(ies) indicated below.

Recordkeeper Firm _____

Interested Party Name _____

Address _____

City _____ State _____ Zip _____

Interested Party # G

Plan Sponsor _____

Interested Party Name _____

Address _____

City _____ State _____ Zip _____

Interested Party # G

Authorized Agent Firm _____

Interested Party Name _____

Address _____

City _____ State _____ Zip _____

Interested Party # G

10

Plan Instructions

Please list below the funds that will be made available to plan participants and indicate if the plan will be participating in Late Day Trading. Funds listed as part of the TPA Retirement Network (251/609) will be established to receive the appropriate trade commissions unless noted otherwise. Please consult your sales or service representative or www.AdvisorChannel.com for the most up-to-date list of eligible commission-based and Late Day Trading funds.

Number of Participants **Check here if your plan requires Late Day Trade set up**

Check box if TRN fund will not process as a commission-based fund

Fund Name	Symbol	CUSIP	TRN Exception	Fund Name	Symbol	CUSIP	TRN Exception
1. _____	_____	_____	<input type="checkbox"/>	11. _____	_____	_____	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>	12. _____	_____	_____	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>	13. _____	_____	_____	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>	14. _____	_____	_____	<input type="checkbox"/>
5. _____	_____	_____	<input type="checkbox"/>	15. _____	_____	_____	<input type="checkbox"/>
6. _____	_____	_____	<input type="checkbox"/>	16. _____	_____	_____	<input type="checkbox"/>
7. _____	_____	_____	<input type="checkbox"/>	17. _____	_____	_____	<input type="checkbox"/>
8. _____	_____	_____	<input type="checkbox"/>	18. _____	_____	_____	<input type="checkbox"/>
9. _____	_____	_____	<input type="checkbox"/>	19. _____	_____	_____	<input type="checkbox"/>
10. _____	_____	_____	<input type="checkbox"/>	20. _____	_____	_____	<input type="checkbox"/>

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Instructions to Fidelity to Reimburse Plan Expenses

The Plan Sponsor and Trustee authorize Fidelity to reimburse Plan Expenses as indicated below:

For eligible funds, payment should be made directly to the Recordkeeper identified in Section 2 above. The Recordkeeper's master account number is

For eligible funds, payment should be made to the broker/dealer named below, as described in Section 23 of the Account Agreement, per the following instructions:

REMITTANCE INSTRUCTIONS	
BANK	
ABA	
A/C NUMBER	
FFC NAME	
FFC ACCOUNT NUMBER	

Broker/Dealer Name _____ Commission Contact _____
 Branch/Dealer Office # _____ Phone Number _____
 Registered Rep Name and Dealer Number _____

12

Read and Sign Here

The Plan Sponsor, the Trustee(s), the Recordkeeper and/or the Authorized Agent/Advisor acknowledge that the same have read, understood and agree to be bound by the terms and conditions set forth in this application and the attached Agreement as are currently in effect and as may be amended from time to time. The undersigned request that Fidelity accept one or more account(s) in the name of the Trust. Plan Sponsor represents that any fees payable to Recordkeeper and/or Authorized Agent/Advisor are valid plan expense(s); are reasonable in light of the services being provided and are/is in compliance with all applicable laws, rules and regulations and do not in any way constitute a prohibited transaction under the Employee Retirement Income Security Act of 1974 and any applicable regulations thereunder. Individual Trustees are at least 18 years of age and of full legal age in the state in which the Trustee(s) reside. The Plan Sponsor and the Trustee(s) understand that, upon the issuer's request in accordance with applicable rules and regulations, Fidelity will supply the name of the Trust to issuers of any securities held in this account so that the Trust might receive any important information regarding them, unless the Plan Sponsor or the Trustee(s) notifies Fidelity in writing not to do so. **The Plan Sponsor, Trustee(s), Recordkeeper and/or Authorized Agent/Advisor understand that the Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts.** It shall cover individually and collectively all accounts which the undersigned may open or reopen with Fidelity. It shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise. Fidelity may transfer the Trust's account to Fidelity's successors and assigns, and this agreement shall be binding upon the trust as well as all of the undersigned's successors and assigns.

The Plan Sponsor, the Trustee(s), the Recordkeeper and/or the Authorized Agent/Advisor jointly and severally indemnify Fidelity and hold Fidelity harmless from any claim, loss, expense or other liability for effecting any transactions, and acting upon any instructions given by the Plan Sponsor, the Trustee(s), the Recordkeeper and/or the Authorized Agent.

This account is governed by a pre-dispute arbitration clause, which is found in the Agreement Section 26 on pages 7-8. The undersigned acknowledge receipt of the pre-dispute arbitration clause.

Plan Sponsor Signature _____ Date - -

Trustee Signature _____ Date - -

Trustee Signature _____ Date - -

Trustee Signature _____ Date - -

Trustee Signature _____ Date - -

Authorized Agent Signature _____ Date - -

Recordkeeper Signature _____ Date - -

For Fidelity Use Only

Cash: Signature _____ Date _____
 Approving Manager's Signature _____ Date _____
 Advisor # _____ Recordkeeper # _____



Clearing, custody or other brokerage services may be provided by
National Financial Services LLC or Fidelity Brokerage Services LLC,
Members NYSE, SIPC

Fidelity Investments is a registered trademark of FMR Corp. and parent of the affiliated
Fidelity companies.



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CHECKWRITING PRIVILEGES

We, the Trustees, understand that by electing the checkwriting privilege for this account, we may write checks on the checking account established with such bank as you may select from time to time, which shall be governed by the rules of the bank and applicable state and federal law.

We also understand that the Plan will be charged a nominal fee for check reorders and customary fees for events or services such as stop payment requests, dishonored checks and copies of checks. Accounts engaging in excessive checking may be closed at Fidelity's discretion with prior notice. We understand that checks will be dishonored if the Collected Balance in the Plan account is insufficient to honor a check in full, and FBS and the bank are not liable to the Plan for any consequences of such dishonor.

CHECKS

We agree to notify the issuing bank immediately upon the loss or theft of checks associated with the Plan account.

Signature Card for Checkwriting



Please do not detach this card. All Trustees must also sign the Signature Section of this application (Section 12). Please use a BLACK BALL-POINT PEN. Print your name(s) clearly in CAPITAL LETTERS. Then sign on the line below. Please print name(s) of Trustee(s) and sign in black ball-point ink.

- 1. Name _____
Signature _____
- 2. Name _____
Signature _____
- 3. Name _____
Signature _____
- 4. Name _____
Signature _____



Check here if more than one signature will be required on checks. If this box is not checked, only one signature will be required on checks.

**To establish
checkwriting,
you must
also fill out the
attached
Signature Card.**

Please note: If you would like checkwriting privileges, you must sign the signature card attached to this application in addition to signing Section 12 of the Pension Benefit Plan Account application.

Signature Card

Please read and sign on the reverse side.

By signing this signature card on the reverse side, the signatory(ies) agree(s) to be subject to the terms and conditions, guidelines, and rules applicable to your account as now in effect and as amended from time to time, of the fund(s) and of UMB Bank, N.A. ("the Bank"), as they pertain to the use of redemption checks; therefore, all registered owners must sign this signature card. All checks will require only one signature unless otherwise indicated on the face of this card. Each signature guarantees the genuineness of the other's signature on this card.

The Bank is hereby appointed agent by the account holders signing this card and, as such agent, is directed to request Fidelity to debit monies or redeem shares of such Fidelity fund(s) as designated by the account holders from time to time, and as recorded on Fidelity's records, upon receipt of, and to the amount of, checks drawn upon this account(s). In so acting, the Bank shall be liable only for its own negligence. Account holders will be subject to the Bank's rules, regulations and associated laws governing check collection, including the Uniform Commercial Code as enacted in the State of Missouri.