
**Fidelity Investments® Code Section 403(b)(7)
Individual Custodial Account Agreement**



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Fidelity Investments® Code Section 403(b)(7) Individual Custodial Account Agreement

1. Introduction

This Agreement sets forth the terms of the Individual Custodial Account established by the Custodian on behalf of the Participant, which is intended to constitute a contract that satisfies the requirements of Internal Revenue Code Section 403(b)(7) and §1.403(b)-3. The terms of this Agreement shall be effective as of January 1, 2008, and this Agreement shall amend and supersede the 2004 Agreement or any prior agreement. This Agreement shall govern all 403(b) Accounts established under the 2004 Agreement (or any other superseded Fidelity Investments Section 403(b) Individual Custodial Account Agreement) and all 403(b) Accounts established on and after January 1, 2008.

2. Definitions

The following terms used in this Agreement have the meaning indicated, unless the context clearly requires otherwise:

“Account” means 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.

“Agreement” means this Fidelity Investments Code Section 403(b)(7) Individual Custodial Account Agreement, as it may be amended and in effect from time to time.

“2004 Agreement” means the Fidelity Investments Section 403(b)(7) Individual Custodial Account Agreement, generally effective as of April 1, 2004, and as subsequently amended by FMR Corp., the predecessor to FMR LLC. The 2004 Agreement has been amended and restated in full, as set forth herein, as permitted by Section 13 of the 2004 Agreement. FMR LLC has also delegated to the Custodian all future rights to amend, restate, and/or terminate this Agreement.

“Approved Vendor” means a Vendor that has been designated by the Employer to the Custodian and Fidelity Affiliates as approved to receive contributions and exchanges under the Plan, as further described in Section 5(c) of this Agreement.

“Authorized Agent” means a person or entity designated in an authorization In Good Order that is submitted to the Custodian by the Participant (and approved by the Employer, if required) or the Employer to access such Participant’s Account, direct the investment of assets held, deposited, transferred, exchanged, or otherwise contributed to such Account, request the deduction of fees from such Account, and/or perform other specified functions. Authorized Agents may include, but are not limited to, the Employer, Fiduciary Advisors, investment managers, and entities acting under a power of attorney on behalf of the Participant, whether individuals or entities. The rights of Authorized Agents may be further described in the Recordkeeping Arrangement (RKA) or other directions from the Employer or Participant to the Custodian.

“Beneficiary” means, subject to the terms of the Plan, the designated beneficiary or beneficiaries of the Participant after his or her death, until the Beneficiary’s account has been fully distributed. The term Beneficiary shall also include the alternate payee(s) of the Participant named in a qualified domestic relations order (QDRO) as defined in Code Section 414(p) and, if applicable, ERISA Section 206(d), if consistent with the 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, Section 6(f) of this Agreement and/or Beneficiary designation forms.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. All **“§”** references in this Agreement are to the Treasury Regulations issued under Title 26 of the Code of Federal Regulations, as amended from time to time.

“Custodian” means Fidelity Management Trust Company, a Massachusetts trust company, and any successor to all or substantially all of its trust, banking, and custodial businesses that satisfies the conditions in Code Section 401(f)(2), provided that such custodian is a Fidelity Affiliate.

“Eligible Employee” means an employee, as defined in §1.403(b)-2(b)(9), of the Employer who meets the requirements for participation under the Plan.

“Eligible Employer” means an employer as defined in §1.403(b)-2(b)(8).

“Eligible Retirement Plan” has the meaning set forth in Code Section 402(c)(8)(B).

“Eligible Rollover Distribution” has the meaning set forth in 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.

“Employer” means the entity that assumes the responsibility of the Employer with respect to the Plan. If the Employer is a nongovernmental tax-exempt entity, the term **“Employer”** shall include any other entities that are aggregated with the Employer under the controlled group rules of Code Section 414(c), consistent with the terms of the Plan. For 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.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Fidelity Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with FMR LLC.

“Fidelity Mutual Fund” means any regulated investment company (as defined in Code Section 851(a) relating to mutual funds) advised by Fidelity Management & Research Company or any of its affiliates.

“Fiduciary Advisor” means a person or entity that is a fiduciary of the Plan by reason of providing investment advice and that is a registered investment advisor, 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 ERISA Sections 408(g)(11)(A) and (B) if the Plan is subject to ERISA). A Fidelity Affiliate may undertake fiduciary responsibility with respect to the Account and/or Plan as a Fiduciary Advisor and/or investment manager pursuant to a separate written agreement with the Employer and/or Participant, as appropriate.

“Group Custodial Account” or **“GCA”** means the custodial account, which may be established and maintained by the Employer and the Custodian to hold the assets of the Plan with respect to one or more Participants.

“Individual Custodial Account” or **“ICA”** means the Fidelity Investments 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.

“In Good Order” means in 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.

“Losses” means any and all loss, damage, penalty, liability, cost, and expense, including, without limitation, reasonable attorneys’ fees.

“Mutual Funds” means both Fidelity Mutual Funds and Non-Fidelity Mutual Funds.

“Non-Fidelity Mutual Fund” means any regulated investment company (as defined in Code Section 851(a) relating to mutual funds) not advised by Fidelity Management & Research Company or any of its affiliates.

“Participant” means the employee, former 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.

“Personal Data” means an individual’s personal data, including, but not limited to, name, compensation, benefits, tax status, marital or family status, Social Security number, U.S. tax identification number, and other similar information.

“Plan” means the Employer’s written defined contribution plan that 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 17 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), if the Employer sponsoring the Plan, program, or arrangement cannot be located, if 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.

“Recordkeeping Agreement” or **“RKA”** means the separate written agreement between the Employer and the Custodian or any Fidelity Affiliate, under which the Custodian or one or more Fidelity Affiliates provides directed recordkeeping and other services with respect to the Plan, the Account, and any Group Custodial Account holding Plan assets. The term RKA may also include, as appropriate, the Fidelity Investments Plan Administration Manual for the Plan, 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 that, when completed In Good Order, shall constitute directions even if not required to be approved or signed by the Employer.

“Reporting Date” shall mean the last day of each calendar quarter and, if not coinciding with the last day of a calendar quarter, the Termination Date.

“Salary Reduction Agreement” shall mean 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.

“Termination Date” shall mean 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 (if any) and this Agreement.

“Vendor” means any insurance company or custodian that issues Code Section 403(b)(1) annuity contracts or maintains Code Section 403(b)(7) custodial accounts, respectively, on an individual or group basis, as described in §1.403(b)-8.

3. Individual Custodial Account

a. Establishment.

Upon receipt, In Good Order, of a Fidelity Investments Code Section 403(b)(7) Individual Custodial Account Application or other documentation (written or electronic) provided by the Custodian for the purpose of obtaining the Participant’s legal agreement to the terms of this Agreement, the Custodian shall establish the Participant’s Account on its recordkeeping system. The Account shall consist of (1) an initial contribution made by the Employer, transferred from another 403(b) plan, exchanged from a Vendor, rolled over from an Eligible Retirement Plan, or otherwise contributed to the Account as allowed by law, (2) such additional sums of money or other property as shall from time to time be delivered to the Custodian, (3) all investments made therewith and net proceeds thereof, and (4) all net earnings and profits thereon, less the distributions and payments that are made by the Custodian as provided herein.

b. Nonforfeitability.

The rights of the Participant to the accumulated benefit in his or her Account shall be nonforfeitable (disregarding rights to future contributions) as required by §1.403(b)-3(a)(2), except to the extent that all or any portion of his or her Account is subject to a vesting schedule under the Plan and vesting has not yet occurred. Prior to becoming nonforfeitable, all unvested amounts shall be held in a deemed Code Section 403(c) account within the Account, and the Employer shall ensure that (1) no election has been made under Code Section 83(b) with respect to the unvested amounts, (2) the Participant’s interest in the unvested amounts is subject to a substantial risk of forfeiture (as defined in Code Section 83), and (3) the Custodian is notified prior to the contribution of unvested amounts that are subject to a different vesting schedule.

c. Nontransferability.

The rights of the Participant to his or her Account shall be nontransferable, except to the extent the Account is transferred to the Participant’s Beneficiary(ies).

d. Exclusive Benefit and Reversion of Employer Contributions.

No part of the Participant’s Account may be used for, or diverted to, purposes other than the exclusive benefit of the Participant or his or her Beneficiary(ies) or to pay the reasonable expenses of Plan administration (including Account administration). No assets of the Plan or Account shall revert or be diverted to the Employer, except as specifically permitted by the terms of the Plan and

e. Nonassignment.

The Account 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 or other Plan service providers as authorized by the provisions of this Agreement and the RKA, and except to the extent required by applicable law.

4. Contributions

a. Acceptance by Custodian.

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 accept contributions of money or other property that are acceptable to it in its sole discretion. 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. If any contributions are made to the Account due to a good faith mistake of fact, the amount of the mistaken contributions (adjusted for any income or loss in value, if any) shall be returned directly to the Participant or the Employer if the Custodian receives, within one year after the contributions, a proper request In Good Order to return such contributions, unless inconsistent with the terms of the Plan.

b. Employer Contributions.

The Custodian shall allocate the Employer's contributions to the Participant's Account into separate sources (or subaccounts) 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. One or more such separate sources may be established to hold, but are not limited to, any of the following contribution types (which may be named differently on the Custodian's books and records):

- (1) **Code Section 403(b) elective deferral contributions**, which are pretax contributions constituting 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.
- (2) **Designated Roth contributions**, which are 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.

- (3) **Pretax employee contributions**, which are contributions made pursuant to a one-time irrevocable election made upon an employee's commencement of employment with the Employer, or contributions that are made as a condition of employment and reduce an employee's compensation. Such amounts are not considered elective deferral contributions.
- (4) **After-tax employee contributions**, which are contributions made pursuant to a Salary Reduction Agreement on an after-tax basis and shall be recordkept in a separate source.
- (5) **Employer matching contributions**, which are contributions made by the Employer for the benefit of the Participant on account of certain contributions. Employer matching contributions, if not fully vested when made, shall be held in one or more separate subaccounts that reflect the vested and unvested portions of such contributions.
- (6) **Employer discretionary contributions**, which are contributions other than employer matching contributions that are made at the discretion of the Employer. Employer discretionary contributions, if not fully vested when made, shall be held in one or more separate subaccounts that reflect the vested and unvested portions of such contributions.
- (7) **Nonelective employer contributions**, which may include qualified nonelective employer contributions (QNECs) and contributions made by the Employer for a former Employee based on deemed includible compensation pursuant to §1.403(b)-4(d), as relevant.
- (8) **Other contributions**, which may include safe harbor contributions, permitted from time to time under the Code and pursuant to the terms of the Plan.

c. Rollover Contributions.

A separate source shall be established for rollover contributions, which are direct and indirect Eligible Rollover Distributions made from another Eligible Retirement Plan. To the extent provided to the Custodian, the Custodian shall maintain records of whether any rollover contribution includes after-tax employee contributions or designated Roth contributions, and if so provided to the Custodian, information regarding the Participant's Code Section 72 cost basis in the amount rolled over. The Custodian shall not be responsible for confirming any information received from previous 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. Rollover contributions may be recordkept in separate sources, based on the type of plan the Eligible Rollover Distribution was distributed from, and whether the Eligible Rollover Distribution includes after-tax amounts or designated Roth contributions.

d. Unvested Contributions.

Unvested contributions to the Account shall be held in a deemed Code Section 403(c) account. Once vested, such amounts shall be transferred to the

appropriate source within the Participant's Account. If any unvested amounts should be forfeited, the Employer shall immediately direct the Custodian with respect to the disposition of such assets in accordance with the Plan.

e. Contract 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 that accompanies the contract exchange contribution. The Custodian shall not be responsible for confirming any information received from prior recordkeepers or Vendors.

f. 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.

g. Contribution Limitations.

- (1) 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 Section 4(g). Rollover contributions shall not be taken into consideration for this purpose. The contribution limitations described in this Section 4(g) shall be superseded by any Plan or Code contribution limitations that are more restrictive than those set forth herein.
- (2) Maximum Annual 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 (if required to be included in this calculation, such as reallocated forfeitures) 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) that are incorporated herein by reference. The special rules of §1.403(b)-4(b)(2) are also incorporated by reference herein. Restorative payments allocated to the Participant's Account, which include payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under ERISA or under other applicable federal or state law, where similarly situated Participants are similarly treated, shall not give rise to an "annual addition" for any limitation year.

(3) Section 403(b) Elective Deferrals.

- A. 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.
- B. 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 previous 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 previous years.
- C. 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).
- D. Coordination.** If the Participant is eligible for both an age 50 catch-up 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.
- (4) 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 that exceed the maximum annual contribution limit set forth in Section 4(g)(2) 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 Section 4(g)(3) 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.

- (5) **Failure to Satisfy Nondiscrimination Requirements.** The Employer shall be responsible for taking reasonable measures to prevent violations of the nondiscrimination requirements of Code Sections 401(m) and 401(a)(4), to the extent applicable to the Plan. The Employer shall promptly identify and direct the Custodian with respect to required corrective distributions to be made from the Account, consistent with the terms of the Plan and direction provided to the Custodian regarding the source and investment option hierarchy of such distributions.
- (6) **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.

5. Investments

a. Investment Options.

All amounts held in the Account shall be invested in Mutual Funds only. Such Mutual Funds shall include all Fidelity Mutual Funds made available for investment by Fidelity Affiliates for Code Section 403(b) plans on or after January 1, 2008, unless limited in the RKA by the Employer. The Employer and the Custodian may agree in the RKA to make Non-Fidelity Mutual Funds available for investment in the Account, in addition to Fidelity Mutual Funds. However, this Account is primarily intended to be a custodial account for investments by Participants in Fidelity Mutual Funds. Any proposed restrictions by the Employer on the number or type of Fidelity Mutual Funds available for investment in the Account (as documented in the RKA) 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 Mutual 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 Mutual Funds that are available for investment are subject to change from time to time at the direction of the Employer, through independent action of a Mutual Fund provider, and/or due to the Custodian's nondiscretionary administrative considerations. Unless engaged as a Fiduciary Advisor (and in such event, subject to the terms of the written agreement controlling such relationship and the activities of the Fiduciary Advisor), 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 Mutual Funds to be made available as investment options hereunder or in which to invest Account assets.

b. Mutual Fund Shares.

All Mutual Fund shares acquired by the Custodian under the Account shall be registered in the name of the Custodian or its nominee as shareholder of record. The Participant shall be the beneficial owner of the Mutual Fund

shares held in his or her Account. Unless otherwise directed in the RKA, the Custodian shall mail to the Participant all prospectuses and proxies that come into the Custodian's possession by reason of its custody of Mutual Fund shares credited to the Participant's Account, and the Participant shall retain his or her voting rights with respect to Mutual 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 Mutual Fund shares credited to the Participant's Account shall be reinvested in additional shares of such Mutual Fund, which shall be credited to the Participant's Account.

c. 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 that 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).

d. Participant Direction.

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 that are received In Good Order. If the Custodian fails to receive a proper direction In Good Order regarding the investment of future contributions or the allocation of the Participant's Account assets among investments, such contributions or assets shall be invested in one of the following default investment options, pending receipt of proper direction In Good Order from the Participant (or his or her Authorized Agent) without liability to anyone for any loss resulting from the delay in implementing such instructions: (1) if the Participant's Account was established In Good Order on the Custodian's recordkeeping system before February 16, 2008,* the Participant directs the Custodian to default the Participant into the Fidelity Money Market Trust—Retirement Government Money Market Portfolio, and (2) if the Participant's Account was established In Good Order on the Custodian's recordkeeping system on or after February 16, 2008,* the Participant directs the Custodian to default the Participant into the applicable Fidelity Freedom Fund corresponding to the Participant's birth date (as determined from the Custodian's records) that is associated with the guideline of retirement years for each Fidelity Freedom Fund, assuming the Participant's retirement at age 65, as outlined in the then current prospectus for the Fidelity Freedom Funds.® If the Participant does not provide his or her date of birth, or the date of birth is reasonably determined to be inaccurate by the Custodian or otherwise not In Good Order, the Participant directs the Custodian to default the Participant into the Fidelity Freedom Income Fund.® Notwithstanding the foregoing, the Employer may

direct the Custodian to default the Participant into a different default investment fund as set forth in the RKA, or to follow the directions of a properly appointed Fiduciary Advisor with respect to the Participant's Account. The Participant acknowledges that after the Custodian receives a proper direction In Good Order, any gains or losses attributable to the investment of contributions in the default investment option until such time shall be taken into account by the Custodian in the reinvestment of such assets into the directed Mutual Fund(s) or through a contract exchange. The Custodian reserves the right to change the default investment option used when proper direction In Good Order is not received pursuant to this Section, upon notice to potentially affected Participants and Employers.

****Internal and/or external events reasonably beyond the Custodian's control may delay the change of the default investment option beyond February 16, 2008. Each defaulted Participant will receive prompt notice regarding the investment of contributions to his or her Account, which will show whether the default investment option for his or her Account is the Fidelity Money Market Trust—Retirement Government Money Market Portfolio on or after February 16, 2008. Each such Participant has the right to change his or her investment selections for current Account asset allocations and future contributions, subject to the applicable RKA. The Custodian shall not be responsible or liable for any losses as a result of inaction by the Participant if his or her default investment option is the Fidelity Money Market Trust—Retirement Government Money Market Portfolio on or after February 16, 2008.***

e. 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") that is In Good Order and believed by the Custodian to be genuine and to have been properly executed, so long as the Custodian acts in good faith in taking or omitting to take any action. The Custodian has no duty to question any direction regarding the investment of the assets in or contributions to the Participant's Account or to advise the Participant regarding the purchase, retention, or sale of such investments. The Custodian shall not be liable for any loss that results from the Participant's exercise of control (whether by his or her action or inaction) over his or her Account. The Participant (or his or her 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 sell an illiquid investment or the generation of unrelated business-taxable income with respect to an investment.

f. Transactional Errors by the Custodian.

The Employer, Participant, or Participant's Authorized Agent must notify the Custodian in writing of the incorrect execution by the Custodian of its investment instructions or directions within six (6) months of the date such instruction or direction was received In Good Order by the Custodian. Upon the expiration of the six (6) month period, neither the Custodian nor any Fidelity Affiliate shall have any liability whatsoever to anyone with respect to the propriety of its acts or for any loss resulting from such event or nonevent.

6. Distributions

a. 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 (if any). Distributions shall be made in cash, or, if approved by the Custodian, in kind. Distributions made under Sections 4(g)(4) and 4(g)(5) of this Agreement shall not be subject to this Section 6. Notwithstanding anything herein to the contrary, distributions to Beneficiaries and alternate payees pursuant to a QDRO may be made at any time, unless inconsistent with the terms of the Plan and the QDRO.

b. 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) becomes disabled (within the meaning of Code Section 72(m)(7)), (3) attains age 59½, unless the Plan has been terminated, or (4) dies. 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.

c. Distributions of Code Section 403(b) Elective Deferrals.

- (1) General Rule.** Distributions of amounts that 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) has a hardship, (3) becomes disabled (within the meaning of Code Section 72(m)(7)), (4) attains age 59½, unless the Plan has been terminated, or (5) dies.
- (2) 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).
- (3) 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.

d. 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:

- (1) A total distribution of the Account;
- (2) An Eligible Rollover Distribution (as further described in Section 7 of this Agreement);
- (3) Periodic installment payments;
- (4) A specific dollar amount as directed from time to time;
- (5) 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);
- (6) 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;
- (7) An annuity contract purchased from an insurance company that constitutes a "qualified joint and survivor annuity" as described in ERISA Section 205(d)(1), a "qualified optional survivor annuity" as described in ERISA Section 205(d)(2), a "qualified preretirement survivor annuity" as described in ERISA Section 205(e), or a single life annuity for the life of the Participant; or
- (8) 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.

e. Spousal Consent.

If required under the Plan, spousal consent shall be obtained In Good Order prior to a distribution.

f. Qualified Domestic Relations Orders.

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.

g. Annuities.

This section applies only if the Account is part of a Plan that is subject to ERISA Section 205, or if annuity distribution options are otherwise required by the Plan. If the Participant is married at the time of distribution, his or her election to receive distributions in any form other than a “qualified joint and survivor annuity” or “qualified optional survivor annuity” as described in ERISA Section 205 shall be invalid unless the Participant’s spouse consents in writing to the election, and such spousal consent acknowledges the effect of the election and is provided In Good Order in accordance with the Plan. Failure of a married Participant to elect a form of distribution In Good Order shall result in the distribution being made in the form of a “qualified joint and survivor annuity.” If the Participant is unmarried at the time of distribution, failure to elect a form of distribution In Good Order shall result in the distribution being made in the form of an annuity for the Participant’s lifetime.

7. Rollovers and Transfers

a. 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 be rolled over only 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.

b. Eligible Rollover Distributions from Designated Roth Contribution Sources.

The portion of any Eligible Rollover Distribution consisting of designated Roth contributions may be rolled over only 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 that includes designated Roth contributions.

c. 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.

d. 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(I), 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 subaccount 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.

e. 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).

8. Minimum Required Distributions

a. In General.

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.

b. 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.

c. 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:

(1) 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 1 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 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 1 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 1 for each subsequent year.

(2) 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. 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.

d. 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. However, if the Account is part of a Plan that is not a governmental plan or a church plan, the required beginning date for a five-percent owner is April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

e. Special Rules for Benefits Accruing Before December 31, 1986.

The Custodian shall keep records of "pre-'87 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-'87 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).

f. 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.

g. 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.

h. 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.

9. Distributions: Miscellaneous Provisions

a. Distributions to Purchase 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.

b. Tax Withholding.

Any distribution made from the Account may be subject to withholding of income or other taxes or penalties, as required by federal or state law or international tax treaty.

10. Loans

a. 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.

b. 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. A Plan loan offset shall be treated as a distribution hereunder. No loans shall be made that would violate ERISA's prohibited transaction rules.

11. Rights and Duties of Custodian

a. Custodian as Agent.

The Custodian is an agent appointed by the Participant to perform solely the duties assigned to the Custodian under this 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. Notwithstanding any activities that a Fidelity Affiliate may separately undertake in a fiduciary capacity, neither the Custodian nor any Fidelity Affiliate shall take any action that 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:

- (1) Receiving contributions;
- (2) Holding, investing, and reinvesting contributions in Mutual Fund shares and processing contract exchanges and transfers;
- (3) Registering any property held by the Custodian in its own name, or in nominee or bearer form that will pass delivery;
- (4) Making distributions;
- (5) Deducting reasonable fees and expenses; and
- (6) Performing all other nonfiduciary acts, although not specifically mentioned herein, as the Custodian may deem necessary to perform its custodial responsibilities under this Agreement.

b. 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 that 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.

c. 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.

d. 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.

e. Tax Reports.

The Custodian shall file tax reports with the Internal Revenue Service as required with respect to the Account, including IRS Form 1099-R.

f. 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.

12. Directions and Indemnification

a. Identity.

The Custodian shall be fully protected in relying on the fact that the Employer, Participant, Beneficiary, or an Authorized Agent is the individual or entity properly identified as such to the Custodian In Good Order.

b. Directions.

The Participant and the Custodian intend that the Custodian shall not have and shall not exercise any discretion, authority, or responsibility as to any investment in connection with the Account, and the Participant and Custodian recognize and agree that the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any investments, contributions, distributions, or any other action or inaction taken pursuant to the direction of the Participant, an Authorized Agent, or the Employer. The Custodian may rely without further duty of inquiry on the authority of any Authorized Agent to provide direction on behalf of the Participant, or the Employer, as appropriate.

c. Non-Fiduciary Status and Co-Fiduciary Liability.

The Participant and the Custodian recognize and agree that the Custodian is not a fiduciary or an administrator of the Plan under ERISA Section 3(16)(A) (if applicable) or other applicable law, and 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 such a fiduciary or administrator. Accordingly, the Custodian shall not be liable for any loss or expense arising from any act or omission of any fiduciary of the Plan through the application of any theories of co-fiduciary liability. Notwithstanding the foregoing, if a Fidelity Affiliate undertakes fiduciary responsibility with respect

to the Account in a separate written agreement, the scope of such Fidelity Affiliate's fiduciary and/or co-fiduciary liability with respect to the Plan and the Account shall be determined under the separate written agreement documenting such services.

d. Indemnification.

To the fullest extent permitted by law, the Employer, the Participant, and the Participant's Authorized Agent shall at all times fully indemnify and hold harmless the Custodian, FMR LLC, and Fidelity Affiliates and their agents, affiliates, successors and assigns and their officers, directors and employees, from all Losses that may be incurred by, imposed upon, or asserted against such parties by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to this Agreement or the Plan (including the investment direction of the Participant, the Participant's Authorized Agent, or the Employer), excepting only Losses arising solely from the Custodian's or any Fidelity Affiliate's negligence or willful misconduct. Notwithstanding the foregoing, if a Fidelity Affiliate undertakes fiduciary responsibility with respect to the Account in a separate written agreement, the scope of such Fidelity Affiliate's liability and rights to indemnification with respect to the Plan and the Account shall be determined under the separate written agreement documenting such services. In all events, neither party shall be liable to the other party for any indirect, special, consequential, or punitive damages, including, but not limited to, loss of business or loss of profits, regardless of the form of action, that may arise from the performance, nonperformance, default, or other breach of this Agreement.

13. Fees and Expenses

Unless previously paid by the Employer, the Custodian shall redeem Mutual Fund shares and deduct directly out of the Account the reasonable fees and expenses of its custodial services hereunder, including, but not limited to, account recordkeeping fees, fees of counsel employed by the Custodian relating directly to administration of claims against or on behalf of the Account, taxes, and other fees for maintaining and servicing the Account charged by the Custodian and/or Fidelity Affiliates. Such fees shall be documented in the RKA or other disclosures provided to the Employer and/or the Participant. The Custodian may also deduct fees from the Account payable to certain Authorized Agents of the Participant (e.g., Registered Investment Advisors) upon proper instruction from the Employer and/or Participant that is In Good Order.

14. Resignation of Custodian

a. In General.

The Custodian may resign for any reason and at any time upon previous written notice to the Participant, subject to Section 14(c) below. Upon the effective date of the Custodian's resignation, this Agreement shall terminate. The transfer of custodianship of the assets in the Account as a result of the merger, renaming, or reorganization of the Custodian shall not require notice to the Participant and shall not be considered a resignation of the Custodian, but a mere transfer of assets to the new custodian.

b. 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.

c. 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).

15. 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.

16. Amendments and Termination

a. Amendments.

The Participant understands and agrees that this Agreement may be amended, restated in whole or in part, or modified at any time and from time to time by the Custodian, including retroactively, without the consent of the Participant or Employer. Without limiting the foregoing, the Custodian may amend this Agreement pursuant to Section 20, and/or with the intent to resign as Custodian and terminate this Agreement. The Custodian shall give the Participant and the Employer notice of such amendments, either prior to, or as soon as reasonably practicable after, the amendment occurs. Notwithstanding the foregoing, no amendment to the Agreement shall be effective if it would cause or permit (1) 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 as authorized by the provisions of this Agreement and except to the extent required or permitted by law, (2) a reduction in the nonforfeitable percentage of the Participant's interest in his or her Account, unless such amendment is necessary to conform the Agreement to the conditions of any law, governmental regulation, or ruling, or (3) the imposition of any additional duty on the Custodian without its consent.

b. Termination.

This Agreement shall terminate on the effective date of the Custodian's resignation as described in Section 14 of this Agreement, or, if later, the date on which all Account assets are distributed.

c. Distribution of Account Assets.

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 the Account, together with copies of relevant books and records upon reasonable request by the successor custodian, to any successor custodian named In Good Order by the Participant or Employer that satisfies the conditions of Code Section 401(f)(2); 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 payable to the Custodian or any Fidelity Affiliate. The Custodian shall not be liable for the acts or omissions of any successor custodian. 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.

17. 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 that, in both form and operation, satisfies the requirements of Code Section 403(b) and the regulations thereunder, including the nondiscrimination requirements of Code Section 403(b)(12). 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, 11, 12, 13, 14, 15, 16, 17, 20, and 21(g) of this Agreement, and (3) that the Custodian's rights and obligations under this Agreement cannot be modified without its previous written consent.

18. Personal Data

In order to fulfill its obligations under this Agreement and offer or provide additional services to Participants, the Custodian may require the Participant's Personal Data. Such Personal Data may be requested from and provided to the Custodian by the Participant, the Employer, and/or a Vendor or other third party. The Custodian may use Personal Data for business and/or benefit plan management purposes and to develop, offer, or deliver products and services, and may disclose such Personal Data provided that the Personal Data and its derivatives are aggregated and do not identify individuals.

19. Privacy

The Custodian agrees to (1) safeguard Personal Data in accordance with its Privacy Policy and (2) exercise the same standard of care in safeguarding such Personal Data that it uses to protect the Personal Data of its own employees. The Employer may direct the Custodian in the RKA with respect to sharing Personal Data with Fidelity Affiliates, the Employer, and third parties.

20. Conversion to a Group Custodial Account

a. Account Conversion.

The Participant understands and agrees that this Account may be amended and restated in its entirety by the Custodian, in its sole discretion and with the agreement of the Employer, into a Group Custodial Account (GCA) between the Custodian and the Employer that is also intended to constitute a contract that satisfies the requirements of §1.403(b)-3, at which time this Agreement shall terminate in its present form. The Participant shall be notified of such conversion. The amendment and restatement shall not reduce the Participant's nonforfeitable percentage interest in the Account as of such GCA's effective date, which shall be agreed upon by the Employer and the Custodian (the "GCA Effective Date"). On and after the GCA Effective Date, the rights and responsibilities of the Custodian with respect to contributions made to the Account before the GCA Effective Date shall be governed exclusively by the GCA (except with respect to Sections 5, 11, 12, 13, 18, and 19 of this Agreement).

b. Continuing Provisions.

Notwithstanding the foregoing, the Employer and the Custodian may agree that certain aspects of the Account shall remain in effect under the GCA unless and until changed In Good Order. Such aspects may include, but are not limited to:

- (1) Contribution types and sources;
- (2) The Participant's Personal Data, personal identification number, and passcodes;
- (3) Directions regarding the investments of contributions to and assets in the Participant's Account;
- (4) Any Salary Reduction Agreement between the Participant and the Employer, or suspension of contributions by the Participant;
- (5) Any Qualified Domestic Relations Order (or account freeze, pending qualification of a domestic relations order) with respect to the Participant's Account;
- (6) Any Beneficiary designations made by the Participant;
- (7) Any previous directions regarding payment of benefits (including systematic withdrawal payments) made by the Participant;
- (8) The hardship distribution history with respect to the Participant's Account; and
- (9) The existing loan balance and loan history with respect to the Participant's Account.

The Custodian shall comply with the Employer's request for additional information about the Participant's Account prior to the GCA Effective Date, provided that such information is needed by the Employer to ensure compliance with Code Section 403(b) or other applicable laws.

21. Additional Provisions

a. Entire Agreement.

This Agreement and the documentation required to establish the Account contains all 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.

b. Severability.

Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. 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.

c. 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 that results from failure to have in place reasonable disaster recovery and safeguarding plans that are adequate for protection of all data that 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 21(c).

d. 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.

e. Survival.

The Custodian's and the Participant's respective obligations under this Agreement that by their nature would continue beyond the termination of this Agreement, including but not limited to, those contained in Sections 11, 12, 13, 18, and 19 of this Agreement shall survive any termination of the Agreement.

f. Headings.

The headings of articles and subsections in this Agreement are inserted for convenience only. Such headings shall not, in any manner, modify, explain, expand, or restrict any of the provisions of this Agreement.

g. Governing Law.

This Agreement is accepted in, and shall be governed by, the laws of the Commonwealth of Massachusetts, except as superseded by federal laws or regulations.

2010 Amendment to the Fidelity Investments® Code Section 403(b)(7) Individual Custodial Account Agreement

This is an Amendment to the Fidelity Investments® Code Section 403(b)(7) Individual Custodial Account Agreement (the "Agreement"), pursuant to Section 16(a) of the Agreement, and must be read in conjunction with the Agreement. All capitalized terms are as defined in the Agreement. This Amendment is effective as of July 1, 2010, unless otherwise stated below.

1. Section 5(a) is amended by inserting a new sentence after the third sentence, as follows:

The Employer and the Custodian may alternatively agree in the RKA to allow the Participant to invest in Fidelity and/or Non-Fidelity Mutual Funds through the Account by directing the Custodian to establish a Fidelity BrokerageLink® account with a Fidelity Affiliate in the name of the Custodian for the Participant, over which such Participant would have limited trading authority consistent with the terms of this Agreement, the Plan and the agreement(s) pursuant to which such Fidelity BrokerageLink® account is to be established.

2. Section 5(b) is amended by changing the word "mail" to "deliver" in the third sentence.

3. Section 6(d) is amended by adding a new subsection (9), as follows:

(9) Any distributions made in connection with the termination of the Plan or this Account and Agreement, or otherwise, may be made in any form permitted under the Code and agreed to by the Custodian in the RKA, in accordance with Section 14(b) in the event of Plan termination and Section 16 in the event of Account or Agreement termination.

4. Section 6(f) is amended by deleting the first sentence and replacing it with the following sentence:

Any transfer of value from a Participant's Account to an Account established for an alternate payee and subsequent distribution pursuant to a qualified domestic relations order is subject to procedures as specified by the Custodian and incorporated by reference herein or in the RKA.

5. Section 7(d) is amended by adding a new sentence at the end, as follows:

All or a portion of the Participant's Account may be transferred to a qualified plan, 457(b) governmental plan, or other retirement plan, if permitted under the Code and the Plan and agreed to by the Custodian in the RKA.

6. Section 8, paragraph (a) is amended by adding a new sentence at the end, as follows:

If the Account is not part of a Plan, the Participant or Beneficiary(ies) must provide such information to the Custodian. The Custodian has no responsibility to monitor, review, or validate that distributions from the Account (or lack thereof) comply with Code section 401(a)(9).

7. Section 8, subsection (c)(1)(B) is amended effective as of January 1, 2008 by deleting it and replacing it with the following subsection:

(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 following the death of the Participant and reduced by 1 for each subsequent year, or over the period in subsection (1)(C) below if longer; or

8. Section 9 is amended effective as of January 1, 2008, by adding new subsections, as follows:

c. Death of Participant without a Designated Beneficiary.

Unless otherwise specified in the Plan, upon the Participant's death, if the Participant has not properly designated a Beneficiary for the Participant's Account under the Plan, or if no Beneficiary survives the Participant, the Participant's Beneficiary shall be the Participant's surviving spouse. In the event that the Participant has no surviving spouse, the Participant's Beneficiary shall be the Participant's estate.

d. Death of Beneficiary Prior to Receipt of Entire Interest in the Account.

Unless otherwise specified in the Plan, 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 successor 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 Good Order; otherwise, the successor Beneficiary shall be such Beneficiary's estate.

e. State Unclaimed Property Laws.

Subject to the terms of the Plan, the RKA, and ERISA, the Account balance and uncashed checks issued from the Account may be transferred to a state unclaimed property administrator if no activity occurs in the Account or the check remains outstanding within the time period specified by the applicable state law.

9. Section 11(b)(1) is amended by adding a new sentence at the end, as follows:

Unless otherwise directed by the Employer or a valid court order, distributions to Beneficiaries shall be made in accordance with the most recent Beneficiary Designation form identifying the Account that was completed by the Participant In Good Order and retained in the Custodian's records.

10. Section 16(b) is amended by adding two new sentences at the end, as follows:

Distribution of all assets in the Account shall be deemed to be a termination of the Account and this Agreement, unless the Participant makes a subsequent contribution to the Account, in which case this Agreement (as amended and in effect at such time) shall be applicable. If the Account is part of a Plan intended to be a "safe harbor arrangement" under Department of Labor regulation 29 CFR 2510.3-2(f), the Employer shall have no discretionary authority to exchange or move the assets in the Account to a successor Custodian.

Notes

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Fidelity Investments
245 Summer Street
Boston, MA 02110

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2014 Amendment to the Fidelity Investments® Code Section 403(b)(7) Individual Custodial Account Agreement

This is the 2014 Amendment to the Fidelity Investments® Code Section 403(b)(7) Individual Custodial Account Agreement (the "Agreement") as previously amended by the 2010 Amendment to the Agreement, pursuant to section 16(a) of the Agreement, and must be read in conjunction with the Agreement. All capitalized terms are as defined in the Agreement. This Amendment is effective as of the dates set forth below.

- 1. Sections 3(b) and 4(d) are amended as of January 1, 2008 by inserting "(or another applicable provision of the Code)" after the term "Code Section 403(c)" where it appears therein.**
- 2. Section 4(b)(2) is amended as of September 28, 2010 by adding a new sentence at the end, as follows:**

The term "designated Roth contributions" also includes rollovers and transfers to designated Roth accounts as described in Code Sections 402A(c)(4) and 402A(c)(4)(E).

- 3. Section 4(g)(3)(A) is amended as of January 1, 2014, by deleting the phrase "\$15,500 for 2008, and is adjusted for cost-of-living after 2008" in the first sentence thereof and replacing it with the following:**

"\$17,500 for 2014, and is adjusted for increases in the cost-of-living after 2014"

- 4. Section 4(g)(3)(C) is amended as of January 1, 2014, by deleting the phrase "\$5,000, adjusted for cost-of-living after 2006" in the second sentence thereof and replacing it with the following:**

"\$5,500 for 2014, and is adjusted for increases in the cost-of-living after 2014"

- 5. Section 9(e) (added by the 2010 Amendment to the Agreement) is amended as of May 1, 2012 by adding two new sentences at the end, as follows:**

The Participant must maintain contact with the Custodian and Employer and cash checks issued to him or her from the Account in a timely manner. Checks issued to the Participant, if uncashed and outstanding for at least six months, may be canceled and the underlying proceeds redeposited into the Plan for the benefit of the Participant.

Fidelity Management Trust Company
Fidelity Investments Institutional Operations Company, Inc.
245 Summer Street, Boston, MA 02210

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