

PREMIERE SELECTSM IRA

GETTING STARTED
G U I D E

This guide provides instructions that you will need to establish a Premiere SelectSM Traditional IRA, Roth IRA, Rollover IRA, or SEP-IRA (“Premiere Select IRA”). Please read these instructions carefully before you complete the **Premiere Select IRA Application** and additional forms included in this kit.

This Premiere Select IRA Application kit includes the following items:

- **Premiere Select Traditional IRA Custodial Agreement and Disclosure Statement**
- **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement**
- **Premiere Select IRA Application and Customer Agreement**
- **Premiere Select IRA Beneficiary Designation Form**
- **Premiere Select IRA Contribution Guide**
- **Premiere Select Roth IRA Conversion Form**
- **Premiere Select IRA Contributions by Electronic Funds Transfer (EFT) Form**

For general information on IRA contribution rules, please see the enclosed **Premiere Select IRA Contribution Guide**. For additional information, please consult your Investment Professional.

To establish a Premiere Select IRA, you must complete the **Premiere Select IRA Application** and submit the completed and signed Application to your Investment Professional.

Premiere SelectSM IRA Application Instructions

- ✓ Write your **Social Security number** in the boxes in the upper right-hand corner of the Application.
- ✓ Your Broker/Dealer will provide the **IRA Account Number**.
- ✓ Choose the **IRA type** you wish to establish. Be sure to indicate only one IRA type (Traditional, Roth, Rollover, or SEP-IRA). The Premiere Select Traditional, Rollover, and SEP-IRA terms and conditions are included in the **Premiere Select IRA Custodial Agreement and Disclosure Statement, IRA Application and Customer Agreement**. The Premiere Select Roth IRA terms and conditions are included in the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, IRA Application and Customer Agreement**. Be sure to read the applicable documents carefully before signing the Application.

Note:

- If you are **transferring** an existing IRA from another institution to a Premiere Select IRA (Trustee-to-Trustee transfer) choose the same IRA type as the existing IRA. You must choose “Transfer” as the Type of Contribution in Section 3 of the Application. Please see the instructions for Section 3 below for more information on a **Transfer**.
- If you are transferring or rolling over an existing Roth IRA to a Premiere Select Roth IRA, you need to keep track of your **Five-Year Aging Date**. In general, the **Five-Year Aging Date** is January 1 of the year for which your first Roth IRA contribution is made or, if earlier, January 1 of the year in which your first conversion contribution is made. Each conversion contribution receives its own Five-Year Aging Date for purposes of determining if distributions are tax-free and penalty-free. The Five-Year Aging Date determines the holding period for tax-free distributions.
- If you are **converting** an IRA (other than a Roth IRA) from another institution to a Premiere Select Roth IRA, you must first transfer the IRA assets to the same type of Premiere Select IRA (Trustee-to-Trustee transfer), and *then* convert the Premiere Select IRA assets to a Premiere Select Roth IRA. However, in this case, you will only need to complete one **Premiere Select IRA Application** to establish both IRAs. You must choose “Roth IRA” as the IRA Type and “Roth Conversion” as the Type of Contribution in Section 3 of the Application. Please see the instructions for Section 3 below for more information.
- Choose “**Rollover**” as the IRA type on the **Premiere Select IRA Application** if you wish to segregate IRA assets that are eligible to be rolled into an employer-sponsored retirement plan from other IRA assets that you have. You should not choose “Rollover” as the IRA type if your IRA contains any assets, including annual contributions, that are **not** eligible to be rolled into an employer-sponsored plan in the future.

1 Account Information

Complete this entire section by providing your name, street address and date of birth. Post office boxes will not be accepted. If any information is missing from this section of the Application, the IRA **cannot** be established. Please print your date of birth neatly in block numbers, using four digits to indicate your year of birth (e.g., “1960” if you were born in 1960).

2 Acknowledgements

Please acknowledge if you are a director, shareholder, or executive of a publicly held corporation. If so, please provide the name of the corporation and the account numbers of any other accounts you hold at National Financial Services LLC (“NFS”). NFS is required by law to obtain this information. If you are **not** a director, shareholder, or executive of a publicly held corporation, you may leave this section blank.

3 Type of Contribution

Please indicate the type of contribution you are making to your IRA. For more information on contribution limits, please refer to the **Premiere Select IRA Contribution Guide** included in this kit.

- **Annual** — Check this box if you are making a current year or prior year annual contribution to your IRA. You must specify the contribution amount and the tax year of the contribution. (You should also indicate the tax year of the contribution on your investment check.) If you are making a contribution for more than one tax year, please indicate both years and specify the contribution amount applicable to each year. If no tax year is provided, your contribution will be processed as a current-year contribution. Please make your annual contribution check payable to **National Financial Services LLC** and be sure to include your Social Security number on your check.

Note: Contributions for the prior tax year must be postmarked no later than the tax filing deadline (generally April 15) for the year for which the contribution relates, excluding extensions.

Premiere SelectSM IRA Application Instructions (Continued)

■ Rollover — Check this box if:

- You are rolling assets over from an employer-sponsored retirement plan to your Premiere Select IRA (either via a **Direct Rollover**¹ or a **60-day Rollover**²). — **OR** —
- You received a distribution from an IRA and wish to roll over all or part of it to your Premiere Select IRA (**60-day Rollover**²).

¹**Direct Rollover** — A direct rollover occurs when a distribution from an employer-sponsored retirement plan is made payable directly to NFS as agent for Fidelity Management Trust Company (“FMTC”), the Custodian of your Premiere Select IRA. Please be sure to provide your employer with your Premiere Select IRA account number (provided to you by your Broker/Dealer) and instruct your employer to make the eligible rollover distribution payable to **National Financial Services LLC**. Please also instruct your employer to include your account number and your Social Security number on the check.

²**60-Day Rollover** — If you received a distribution from an employer-sponsored retirement plan or an IRA that was paid directly to you, you generally have 60 days from the date you receive the distribution to roll over the proceeds. Please make your rollover contribution check payable to **National Financial Services LLC** and be sure to include your account number and your Social Security number on the check. You may only make one 60-day rollover per IRA per 12-month period.

Note:

- A distribution from an employer-sponsored retirement plan cannot be rolled over to a Roth IRA.
- A distribution from a Roth IRA can only be rolled over to another Roth IRA.
- Eligible rollover distributions from employer-sponsored retirement plans can generally be rolled back into another employer-sponsored retirement plan in the future. If you roll over assets to an IRA from an employer-sponsored retirement plan and you subsequently make annual IRA contributions to the same account you irrevocably forfeit your right to roll over **any** of the IRA assets to an employer-sponsored retirement plan in the future. It is your responsibility to keep track of which assets are eligible for rollover.
- Any amount of a distribution from an employer-sponsored retirement plan or an IRA that is not rolled into another employer-sponsored retirement plan or IRA within 60 days of receipt of the distribution is treated as a taxable distribution in the year distributed and may be subject to the 10% early withdrawal penalty in addition to ordinary income taxes.

■ Transfer — Check this box if you are transferring assets directly from an existing IRA with another institution to your Premiere Select IRA (Trustee-to-Trustee transfer). The Premiere Select IRA type that you choose at the top of the Application must be the same IRA type that you are transferring. You must also complete the **Customer Account Transfer Form**, which can be obtained from your Investment Professional. This form authorizes NFS to request the transfer directly from your current IRA Trustee/Custodian. *(Do not check this box if the transfer is being processed to facilitate a conversion from a non-Roth IRA at another institution to a Premiere Select Roth IRA — you must check the Roth Conversion box as explained below.)* Please make sure to instruct the financial institution to make the check payable to **National Financial Services LLC** and to include your Social Security number and new account number on the check.

■ SEP — Check this box if you are establishing this IRA to receive employer SEP-IRA contributions. The IRA type that you choose at the top of the Application must also be “SEP-IRA.”

Note: Your employer must establish a Simplified Employee Pension (SEP) Plan prior to submitting employer contributions to your Premiere Select SEP-IRA. It is the responsibility of your employer to provide you with a completed and signed copy of the SEP Plan document and any future amendments to the plan.

If you are an employer and you wish to establish a SEP Plan by adopting the IRS Model Form 5305 SEP, your Investment Professional can provide you with a Premiere Select SEP Kit, which includes the Form.

■ Roth Conversion — Check this box if you are converting assets (either directly or within 60 days of receiving a distribution) from an existing Traditional IRA, Rollover IRA, SEP-IRA, or SIMPLE IRA* to a Premiere Select Roth IRA. (*SIMPLE IRA assets may only be converted after the expiration of the two-year period beginning on the first day on which contributions were made to the SIMPLE IRA by the participant’s employer.)

- If you are **converting an existing Premiere Select IRA**, you must provide the **account number** for the existing Premiere Select IRA that you are converting and you must also complete the **Premiere Select Roth IRA Conversion Form** included in this kit.
- If you are **converting an IRA held at another institution**, you must first initiate a Trustee-to-Trustee transfer to a Premiere Select IRA (registered as the same IRA type currently held). Your Broker/Dealer will provide the **converting account number** of the Premiere Select IRA that will be established to facilitate the Trustee-to-Trustee transfer.

Premiere SelectSM IRA Application Instructions (Continued)

You will also need to complete the following forms and submit them with this Application to your Investment Professional:

- * **Customer Account Transfer Form**, which can be obtained from your Investment Professional.
- * **Premiere Select Roth IRA Conversion Form**, included in this kit.
- You cannot convert a distribution from an employer-sponsored retirement plan directly to a Roth IRA. If you wish to establish a Roth IRA with your eligible rollover distribution, you must first roll over the assets to a Traditional or Rollover IRA, choosing “Rollover” as the Type of Contribution, and then convert the assets to a Roth IRA. To request the conversion to a Roth IRA, you must also complete the **Premiere Select Roth IRA Conversion Form** included in this kit.

Future Contributions

- Annual IRA contributions can be made by check. Checks must be made payable to **National Financial Services LLC**. Be sure to include your Social Security number, Premiere Select IRA account number, and the applicable tax year on your check.
- You may complete a **Premiere Select IRA Contributions by Electronic Funds Transfer (EFT) Form** to have annual IRA contributions made periodically from your bank account to either your Premiere Select Traditional IRA or Premiere Select Roth IRA. **EFT can be used for current year IRA contributions only; prior year IRA contributions can only be made by check. EFT is not available for SEP contributions.**
- You can also make annual current year IRA contributions by exchanging cash from your NFS non-retirement account to your Premiere Select Traditional IRA or Premiere Select Roth IRA. Annual contributions can only be made in cash and **cannot** be done in-kind (through the exchange of securities).

Note: Brokerage Commissions are deducted from your IRA contribution and cannot be paid separately (an IRS requirement). Annual maintenance fees may be paid by separate check or may be deducted from your account. Termination fees cannot be paid by separate check. Please see the Customer Agreement for a complete listing of fees.

4 Signature

Before signing the Application, please carefully read the **Premiere Select Traditional IRA Custodial Agreement and Disclosure Statement** or **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement**, as applicable, as well as all sections of the **Premiere Select IRA Application**, including the **Customer Agreement**. This Application is part of a legal agreement between you, your Broker/Dealer, and NFS and by signing Section 4, you are agreeing to be bound by the terms and conditions contained in the above mentioned documents. Please also print the current date neatly in block letters in the space provided.

5 Signature of Broker/Dealer

Your Broker/Dealer will complete this section.

Premiere Select IRA Application Information For Your Broker/Dealer

- ✓ Please complete this entire form. Your Broker/Dealer is required by law to obtain this information before establishing an account.
- ✓ Write your **Social Security number** in the boxes in the upper right-hand corner of the form. Please print neatly, using block letters. The number that you write here must be the same number provided at the top of Page 1 of the Application.

1 Account Information

Please provide your full name, telephone numbers and citizenship information.

2 Employment Information

Please provide the name, address, and type of business of your employer. Please also provide your title. If you are retired, please write "retired" on the Employer line.

3 Affiliations

Please indicate if you are affiliated with or employed by the NASD, a stock exchange, or a member firm of a stock exchange. If you answer Yes to this question, provide the name of your employer. In accordance with current regulations, notification of your intent to open an account will be sent to your employer. You must also provide the account numbers of any other NFS accounts you may have.

4 Suitability

The information you provide in this section will help your Investment Professional to determine the suitability of the investment(s) you wish to make. Please complete Sections A-E as requested.

5 Dividends, Interest and Capital Gains Account Service Instructions

Please indicate how you would like the dividends, interest and capital gains earnings on your IRA to be handled. If you choose to reinvest all eligible stock dividends, you must also complete an Equity Dividend Reinvestment Form. Your Investment Professional can provide you with this form.

6 Options Agreement

Please indicate if you would like to purchase options for your Premiere Select IRA. Before your account can be approved for options trading, you must submit an Options Application, which is available from your Investment Professional. Please note that Premiere Select IRA accounts are only eligible for certain options trading. For more information, please consult your Investment Professional.

7 Core Money Market Mutual Fund Selection

Please choose the money market mutual fund to hold assets of your IRA pending other investment instructions ("core"). If you do not select a money market mutual fund, the **Fidelity Cash Reserves** fund will be the core money market mutual fund for your IRA.

Premiere Select IRA Application - Customer Agreement

Please read the **Customer Agreement** carefully. By signing Page 1 of the **Premiere Select IRA Application**, you are agreeing to and are bound by the terms and conditions specified in the **Customer Agreement**. The **Customer Agreement** is for your records; please detach it from the rest of the Application prior to submitting the Application to your Broker/Dealer.

Premiere Select IRA Beneficiary Designation Form

When you establish your Premiere Select IRA, you may designate one or more beneficiaries to receive the value of your account upon your death. If you choose to designate a beneficiary, please complete the **Premiere Select IRA Beneficiary Designation Form** included in the IRA kit and submit it to your Investment Professional. If you do not designate a beneficiary, then your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

You may also designate (or change) a beneficiary in the future by completing another **Premiere Select IRA Beneficiary Designation Form**. Information you provide on the **Premiere Select IRA Beneficiary Designation Form** will replace any previous designations you may have made. **IMPORTANT:** If you leave the contingent beneficiary designation section blank, this constitutes an update that will result in the removal of any contingent beneficiaries you may have on file. If you have more than one Premiere Select IRA, you must complete a separate form for each IRA.

A beneficiary designation is not valid until it is received and accepted by NFS, as agent for Fidelity Management Trust Company, Custodian of the Premiere Select IRA. For more information on beneficiary designations, refer to the **Premiere Select Traditional IRA Custodial Agreement and Disclosure Statement** or **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement**, as applicable.

Important Note: The designation of a beneficiary on an IRA can have important financial and tax consequences. Please consult your Investment Professional and/or tax advisor to discuss which beneficiary option is best for your personal situation.

After you have completed and signed the Premiere Select IRA Application and detached the Customer Agreement, please submit the Application with your contribution and/or additional paperwork to your Investment Professional.

Premiere SelectSM

IRA Application



Social Security Number (required)

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IRA Account Number (Broker Use Only)

□□□-□□□□□□

(Please choose IRA type) Traditional IRA Roth IRA Rollover IRA SEP-IRA

This application is to be used only for the above-referenced Premiere Select IRA. Please refer to the "Getting Started Guide" for instructions.

1 Account Information

Owner's First Name MI Last Name

Street Apartment

City State Zip Code/Postal Code Date of Birth

2 Acknowledgements

Indicate if you serve in a publicly traded company as a: Director Shareholder (10% or more only) Executive

Please supply the name of the company _____ NFS Account Number (if any) _____

3 Type of Contribution - Please choose only one and refer to the "Getting Started Guide" for instructions

Annual - Please indicate amount \$ _____ Tax Year _____ SEP-IRA

Rollover Transfer Roth Conversion - Please indicate converting account number _____

4 Signature

I hereby adopt the Premiere Select Traditional IRA, Rollover IRA or SEP-IRA, or the Premiere Select Roth IRA ("Premiere Select IRA") as indicated above, appointing Fidelity Management Trust Company ("FMTC"), or any successor thereof, as Custodian. I agree to the appointment of National Financial Services LLC ("NFS") as the sole carrying Broker/Dealer to perform administrative services and I designate _____ as my Broker/Dealer. Establishment of my Premiere Select IRA will be evidenced by a Letter of Acceptance sent by or on behalf of FMTC. **I understand that the beneficiary of my Premiere Select IRA established with this Application will be my surviving spouse or, if none exists, my estate, until a completed Beneficiary Designation Form is received and accepted by NFS. I understand the Premiere Select SEP-IRA can only be used in conjunction with a validly established SEP-IRA plan.** I understand that my Premiere Select IRA will be subject to the fees more fully described in the Customer Agreement. I understand that upon issuer's request in accordance with applicable rules and regulations, NFS will disclose my name to issuers of securities if securities are held in my account, so that I can receive important information, unless I do not consent to disclosure; and I will notify my Broker/Dealer in writing if I do not consent. I am at least 18 years of age and of full legal age in the state in which I reside. I understand that telephone calls to my Broker/Dealer and NFS may be monitored or recorded and I consent to such monitoring or recording. I certify under penalties of perjury that: (1) I have provided the correct Social Security number; (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding; or (c) I have been notified by the IRS that I am no longer subject to backup withholding. **I understand that the Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding. I represent that I have received and read the Customer Agreement, the appropriate Premiere Select IRA Custodial Agreement and Disclosure Statement, of which this Application is a part, governing this account and agree to be bound by such Agreements as are currently in effect and as may be amended from time to time. These Agreements shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute. I understand this account is governed by a Pre-Dispute Arbitration Agreement which appears on page 6. I acknowledge receipt of the pre-dispute arbitration clause.**

Signature of IRA Owner Date

5 Signature of Broker/Dealer (Your Broker/Dealer will complete this section.)

Signature of Registered Representative #1, Rep Number, Date _____ Signature of Registered Representative #2, Rep Number, Date _____

Signature of Registered Representative #3, Rep Number, Date _____ Signature of Registered Representative #4, Rep Number, Date _____

Signature of Principal, Date _____

105302

1.747273.101
4/01

The above-named firm hereby accepts its appointment as agent of the Premiere Select IRA owner named above to execute investment directions and for such other purposes as more fully described in the Premiere Select IRA and/or Roth IRA Custodial Agreement(s) and Disclosure Statement(s) upon the earlier of delivery of an instruction, direction, or inquiry or receipt of compensation with respect to the above-mentioned account or upon a firm signature.

Premiere SelectSM

Information for your Broker/Dealer

IRA Account Number (Broker Use Only)

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Please complete the sections below. This information will be retained by your Broker/Dealer.

1 Account Information

Owner's First Name MI Last Name Jr.
 Sr.

Daytime Phone Evening Phone

Citizenship: U.S. Citizen Other (Please list) _____ Passport Number _____

2 Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Employer (if applicable, please indicate "retired") Type of Business

Employer's Address Suite

City State Zip Code/Postal Code

Position/Title

3 Affiliations

Are you affiliated with or employed by the NASD, a stock exchange, or a member firm of a stock exchange?

No Yes If yes, please name the company _____

Notice of your intent to open an account will be sent to your employer in accordance with current regulations.

If yes, please supply account number(s), if any, of other NFS account(s) you have:

4 A. Financial Information

Your Broker/Dealer is required by industry regulations to obtain this information.

1. Annual Income (from all sources)
 Under \$25,000 \$25,000-\$50,000 \$50,001-\$100,000 Over \$100,000 List Amount \$ _____

2. Estimated Net Worth (exclusive of home and farm)
 Under \$50,000 \$50,000-\$100,000 \$100,001-\$500,000 Over \$500,000 List Amount \$ _____

3. Investable Assets (including cash and securities)
 Under \$50,000 \$50,000-\$100,000 \$100,001-\$500,000 Over \$500,000 List Amount \$ _____

4. Federal Tax Bracket
 15% 28% 31% 36% 39.6%

B. Personal Information

Marital Status Single Married

Number of Dependents _____ Ages _____

Information for your Broker/Dealer

Input fields for IRA Account Number

C. Investment Objective

- Preservation of Capital (01), Income (02), Capital Appreciation (03), Speculation (04), Trading Profits (05), Other (06)

Optional Information

- Risk Tolerance: Conservative, Moderate, Aggressive, Combination
General Investment Knowledge: Extensive, Good, Limited
Specific Investment Knowledge: Stocks, Bonds, Mutual Funds, Options, Variable Contracts, Limited Partnerships

D. Investment Time Horizon

- Short, Intermediate, Long (over 10 years), Combination

E. Bank Reference

Name of Bank, Account Number, Branch/City, State, Zip Code/Postal Code

5 Dividends, Interest, and Capital Gains Account Service Instructions

- Reinvest all mutual fund dividends and capital gains; reinvest all eligible stock dividends.* (D)
Reinvest all mutual fund dividends and capital gains; pay all eligible stock dividends in cash and credit the core money market fund. (3)
Pay all mutual fund dividends and capital gains in cash and credit the core money market fund; reinvest all eligible stock dividends.* (S)
Pay all mutual fund dividends and capital gains in cash; pay all eligible stock dividends in cash; credit the core money market fund. (4)

* Equity Dividend Reinvestment Form required.

6 Options Agreement

- I would like to purchase options for my Premiere Select IRA. (An approved Options Application is required prior to trading)

7 Core Money Market Mutual Fund Selection

I hereby choose the following:

- Fidelity Cash Reserves (FDRXX)
Fidelity Daily Money Class: Treasury Fund (FDUXX)
Fidelity Daily Money Class: Prime Fund (FDAXX)

as the core money market mutual fund to be used to hold the assets of my account pending other investments instructions. I understand that if I do not select a core money market mutual fund, Fidelity Cash Reserves will be used as the core money market mutual fund for my account.

Signature of IRA Owner, Date (required)

8 Signature of Broker/Dealer

Signature of Registered Representative #1, #2, #3, #4, Date
Signature of Principal, Date

Customer Agreement

To my Broker/Dealer ("You") and National Financial Services LLC ("NFS"), a Fidelity Investments Company.

In consideration of You and NFS opening one or more brokerage accounts as part of my Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, and/or Premiere Select Roth IRA ("account" or "IRA"), on my behalf I represent and agree as follows:

1. I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of this Agreement with You for my account and risk with respect to the purchase or sale of securities. To carry out Your duties, You are authorized to place and withdraw orders, and take such other steps to carry out my directions.
2. I understand that You have entered into an Agreement with NFS (a NYSE member firm) to execute and clear all brokerage transactions. I understand and agree that all terms of this Agreement also apply between me and NFS.
3. I understand that Fidelity Management Trust Company ("FMTC"), Custodian of my Premiere Select IRA, and NFS do not provide any investment advice, as defined under the Employee Retirement Income Securities Act of 1974 ("ERISA") and /or any applicable Securities regulations, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as described in paragraphs 8 and 19.
4. Although FMTC is a bank, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this IRA may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.
5. I understand that securities in IRAs carried by NFS are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). NFS has arranged for additional unlimited insurance protection for cash and securities to supplement its SIPC coverage. Neither coverage protects against a decline in the market value of securities.
6. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the Application and the information herein will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. In addition, I attest that my Adjusted Gross Income does not exceed \$100,000 for the year in which I am making the conversion. I understand that I cannot convert assets in my SIMPLE IRA to a Roth IRA until after the expiration of the two year period beginning on the date I first participated in a SIMPLE IRA Plan maintained by my employer.
7. If I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution.
8. In the event I become indebted to You in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried or maintained by NFS for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to You and are held by NFS as security for the payment of any of my liability or indebtedness to You or NFS in any of the said brokerage accounts. You shall have the right to sell, assign or transfer securities and any other property so held by You from or to any other of my brokerage accounts whenever in your judgement You consider such a transfer necessary for your protection in enforcing your lien. You shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. **No provision of this Agreement concerning liens or security interests shall apply to the extent which application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**
9. All transactions 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.
10. **To the extent that any part of this Application, Customer Agreement, Custodial Agreement and Disclosure Statement ("the Documents") were obtained online by You, I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FMTC or its successors, NFS, and You. I acknowledge that any alteration of the Documents' original terms for my Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, and/or Premiere Select Roth IRA shall be null and void and I shall be bound by the terms of the original Documents as set forth by FMTC, NFS, and You. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that FMTC, its agents, affiliates, or its successors has reasonable grounds to believe the Document(s) has/have been altered.**
11. **No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision so waived. No provision of this Agreement can be amended or waived, except by an authorized representative of NFS.**
12. **I understand that sufficient funds must be in my account at the time I place any order to buy securities including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You may deem necessary.**
13. I have received and read the Prospectus for the core money market mutual fund designated in the attached Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, and/or Premiere Select Roth IRA Application(s). I understand that my account statement details all activity in the core money market mutual fund. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand that some or all of the funds distribution and service plans, as allowed under SEC Rule 12b-1, permit the funds to pay fees to broker/dealers with respect to the distribution of the Funds' shares, and that You or NFS may receive such a fee as a result. I understand that my Broker/Dealer may charge additional fees and that neither NFS nor FMTC shall incur any liability for the payment of any fees to my Broker from assets in my account.
14. I understand that NFS and FMTC reserve the right not to accept assets in my account as IRA contributions, until such time as NFS has received my completed paperwork, determined the same to be in good order, and accepts my IRA on behalf of FMTC, as indicated by a letter of acceptance. I agree to indemnify and hold NFS and FMTC (and their affiliates, successors and employees) harmless from any loss or liability that they or I may incur as a result of assets in my account not being accepted as IRA contributions until such time as NFS has received my completed IRA paperwork, determined the same to be in good order, and accepts my IRA on behalf of FMTC.
15. **I understand a \$30 NFS Annual Maintenance fee may be paid separately or collected from my IRA balance. I understand a \$50 NFS IRA Liquidation/Termination fee may be collected from my IRA balance when I liquidate or terminate my IRA. I understand that the \$50 liquidation fee cannot be paid by separate check. NFS may change the fee schedule from time to time, as provided in Section 19 of the Premiere Select Traditional IRA and Roth IRA Custodial Agreements.**
16. I understand that if I am re-registering a limited partnership, I may be charged a re-registration fee, up to the maximum of \$200, to change my registration to NFS.

17. You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond Your control, including, but not limited to, extreme market volatility or trading volumes.
18. I understand that all debit items, including without limitation checks, securities account purchases, and electronic funds transfers, will be accumulated daily, and that NFS will promptly pay each on my behalf to the extent that sufficient funds can be provided from amounts contributed by me or on my behalf and available that day, or from proceeds of redemption of transaction fund shares or other money market mutual funds in my accounts, which NFS is authorized to redeem to pay such items. I will maintain sufficient assets in my account to satisfy all obligations as they become due.

NFS shall not be responsible for the dishonor of any transaction due to insufficient collected balance. Other transactions that I initiate or to which I have consented may also reduce my collected balance.

I understand that if the collected balance in my account is insufficient to pay any item, such items will not be honored. I will promptly return to NFS any assets that NFS distributes to me but to which I am not entitled.

19. The reasonable costs of collection of any unpaid deficiency in my IRA, including attorney's fees incurred by You, shall be reimbursed by me to You.
20. You may exchange credit information about me with others. You may request a credit report on me and, if I ask, You will tell me the name and address of the consumer reporting agency that furnished it.
21. I understand that my IRA will be invested in accordance with my instructions as given from time to time to You.
22. I understand that I am deemed to have received a copy of the Premiere Select Traditional IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my IRA by or on behalf of the Custodian, as evidenced by notification.
23. I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to You that the securities are restricted.
24. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all IRAs which I may open or reopen; shall inure to the benefit of the successors of FMTC, NFS, or You, and assigns, whether by merger, consolidation or otherwise; and NFS, may transfer my account to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.
25. Choice of Marketplace. When securities may be traded in more than one marketplace, NFS may use its discretion in selecting the market in which to place my order.
26. Receipt of Communications. Communication by mail, messenger, telegraph, electronic mail, or electronic record, or otherwise, sent to me at the address of record listed on the application or any other address I may give You in writing are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the address of record, monthly or quarterly, depending on activity. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify You of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days respectively, after transmitted to me.
27. Purchase of Precious Metals. I understand and acknowledge that precious metals and other collectibles within the meaning of

Internal Revenue Code Section 408(m) may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct NFS to purchase eligible gold, silver, and platinum coins for me I understand the following: a) The SIPC does not provide protection for precious metals. However, metals stored through NFS are insured by the depository at market value. b) Precious metals investments can involve substantial risk, as prices can change rapidly and abruptly. Therefore an advantageous purchase or liquidation cannot be guaranteed. c) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

28. Termination of IRA. This Agreement may be terminated in accordance with the terms and conditions set forth in the Premiere Select IRA Custodial Agreement or Premiere Select Roth IRA Custodial Agreement as applicable. My final instructions on record with NFS will be applied to any residuals or interest accruals after termination of my account.

NOTICE TO CUSTOMER

To the Customer ("You")

Payment for Order Flow. Your Broker/Dealer or 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, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.

Your Broker/Dealer and/or NFS receive 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.

NOTE: Trades placed through telephone, electronic or on-line trading systems cannot specify a particular market center for execution.

New York Stock Exchange Rule 382 requires that your Broker/Dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your Broker/Dealer and NFS. A more complete description is available upon request.

Your Broker/Dealer is responsible for (1) obtaining and verifying account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating and supervising your account and its own activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to your margin account (if applicable) and (6) maintaining the required books and records for the services it performs.

NFS shall perform the following tasks at the direction of your Broker/Dealer: (1) execute, clear and settle transactions processed through NFS by your Broker/Dealer, (2) prepare and send transaction confirmations and periodic statements of your IRA (unless your Broker/Dealer has undertaken to do so). Certain pricing and other information may be provided by your Broker/Dealer or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your Broker/Dealer with respect to transactions and the receipt and delivery of funds and securities for your account, and (5) extend margin credit for purchasing or carrying securities on margin, if applicable. Your Broker/Dealer is responsible for ensuring that your account is in compliance with federal, industry and NFS margin rules, and for advising You of margin requirements. NFS shall maintain the required books and records for the services it performs.

PRE-DISPUTE ARBITRATION AGREEMENT

I am 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.

I agree that all controversies that may arise between us 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 National Association of Securities Dealers, Inc. as I may designate. If I do not notify my Broker/Dealer in writing within five (5) days after I receive from my Broker/Dealer a written demand for arbitration, then I authorize my Broker/Dealer to make such a designation on my behalf. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any 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, or
- (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.

Social Security Number (required)

□□□-□□-□□□□

Account Number

□□□-□□□□□□



Premiere SelectSM

IRA Beneficiary Designation Form

Please complete all sections of this form to designate a beneficiary or to change a beneficiary for your Premiere Select Traditional IRA, Roth IRA, Rollover IRA, SEP-IRA or SIMPLE IRA ("Premiere Select IRA"). If you are changing a beneficiary designation, the information you provide on this form will replace any previous designations you may have made for the IRA specified herein. Leaving the contingent beneficiary designation section blank constitutes an update and will result in the removal of any contingent beneficiary information you may have on file. If you have more than one Premiere Select IRA, you must complete a separate form for each IRA.

1 Account Information

Owner's First Name MI Last Name

(Please choose IRA type) Traditional IRA Roth IRA Rollover IRA SEP-IRA SIMPLE IRA

2 Beneficiary Designation

I hereby designate the person(s) named below as primary beneficiary(ies) to receive payment of the value of my Premiere Select IRA specified above upon my death.

- Note: (1) If you wish to designate your estate as your beneficiary, please indicate "Estate" in the Primary Beneficiary section.
 (2) If your account contains community property and you do not designate your spouse as your primary beneficiary for at least 50% of the value of your account, you may want to consult with your attorney or tax advisor to determine the impact of community property laws on your beneficiary designation.

PRIMARY BENEFICIARIES

1. Name of Beneficiary/Trust

Social Security Number or Tax ID Number

Name of Trustee (if applicable)

Relationship

Share %*

Date of Birth

Address

Trust Date

2. Name of Beneficiary/Trust

Social Security Number or Tax ID Number

Name of Trustee (if applicable)

Relationship

Share %*

Date of Birth

Address

Trust Date

3. Name of Beneficiary/Trust

Social Security Number or Tax ID Number

Name of Trustee (if applicable)

Relationship

Share %*

Date of Birth

Address

Trust Date

*Please Note: Total of primary beneficiary's(ies) share percentages must equal 100%. Do not use fractional percentages or dollar amounts.

□□□-□□□□□□

IRA Beneficiary Designation Form



If more than one person is named and no share percentages are indicated, payment shall be made to my primary beneficiary(ies) who survive me in equal shares. If a percentage is indicated and a primary beneficiary(ies) does not survive me, the percentage of that beneficiary(ies) designated share shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of my death I hereby specify that the balance is to be distributed to my contingent beneficiary(ies) listed below.

CONTINGENT BENEFICIARIES

1. Name of Beneficiary/Trust Social Security Number or Tax ID Number
Name of Trustee (if applicable) Relationship Share %* Date of Birth
Address Trust Date

2. Name of Beneficiary/Trust Social Security Number or Tax ID Number
Name of Trustee (if applicable) Relationship Share %* Date of Birth
Address Trust Date

3. Name of Beneficiary/Trust Social Security Number or Tax ID Number
Name of Trustee (if applicable) Relationship Share %* Date of Birth
Address Trust Date

*Please Note: Total of contingent beneficiary's(ies) share percentages must equal 100%. Do not use fractional percentages or dollar amounts. Payment to contingent beneficiaries will be made according to the rules of succession described under the Primary Beneficiaries section.

If I have elected to convert a Traditional IRA, Rollover IRA, SEP-IRA, or SIMPLE IRA, other than a Premiere Select (NFS) IRA, to a Premiere Select Roth IRA, I designate the persons named above as primary or contingent beneficiary(ies) to receive the value of the Premiere Select IRA established to facilitate the conversion and the Premiere Select Roth IRA. I understand that payment to any beneficiary(ies) of my Premiere Select IRA established to facilitate a conversion will be made according to the rules of succession as described above.

Please Note: Any attachments for additional beneficiaries must include your account number and your signature.

3 Signature

I understand that if I have not previously designated any beneficiary(ies) and choose not to designate any beneficiary(ies), the beneficiary of the above referenced Premiere Select IRA will be my surviving spouse, or, if I do not have a surviving spouse, my estate. I am aware that this designation becomes effective when received and accepted by National Financial Services LLC and will remain in effect until National Financial Services LLC receives and accepts another designation with a later date.

I understand the beneficiary information provided herein shall apply to the Premiere Select IRA indicated above for which Fidelity Management Trust Company (or its affiliates and/or successor custodian appointed pursuant to the terms of such IRA) acts as Custodian and shall replace all previous designation(s) I have made for the Premiere Select IRA indicated above.

Signature of IRA Owner

Date

Signature box

MM/DD/YYYY

Premiere SelectSM

IRA Contribution Guide

Traditional IRA Contributions

- Anyone under age 70½ who has U.S. earned compensation¹ can contribute up to \$2,000 or 100% of compensation, whichever is less, per tax year to a Traditional IRA. You must be 18 years of age or older to open a Premiere Select IRA.
- A spouse may also contribute up to the lesser of \$2,000 or 100% of the couple's combined compensation per tax year to a separate Traditional IRA (Spousal IRA), as long as he/she files a joint income tax return.
- Individuals may contribute up to \$2,000 to both a Traditional IRA and a Spousal IRA, as long as the combined annual contributions to both IRAs do not exceed \$4,000 or 100% of combined compensation, whichever is less.
- Contributions can be made to both a Traditional IRA and a Roth IRA, but the combined total contribution cannot exceed the lesser of \$2,000 or 100% of compensation per tax year.

¹ Compensation is generally income reported on Form W-2.

Deductibility of Traditional IRA Contributions

- Contributions may be fully or partially tax deductible depending on an individual's Adjusted Gross Income (AGI) and whether or not he or she is an active participant in an employer-sponsored retirement plan. If an individual (or the individual's spouse if a joint tax return is filed) is not an active participant in an employer-sponsored retirement plan, a fully deductible IRA contribution of up to the limits described above, regardless of AGI, can be made.
- Individuals should complete IRS Form 8606 for each year in which a non-deductible Traditional IRA contribution is made, as well as each year a distribution is taken from any IRA that held any non-deductible contributions. (Please note that IRS Form 8606 may also need to be filed with the IRS under other circumstances.)

Single Tax Filers			
Year:	Contributions are fully deductible if AGI is:	Contributions are partially deductible if AGI is:	Contributions are not deductible if AGI is:
2000	Under \$32,000	\$32,000 — \$42,000	Over \$42,000
2001	Under \$33,000	\$33,000 — \$43,000	Over \$43,000
2002	Under \$34,000	\$34,000 — \$44,000	Over \$44,000
2003	Under \$40,000	\$40,000 — \$50,000	Over \$50,000
2004	Under \$45,000	\$45,000 — \$55,000	Over \$55,000
2005 +	Under \$50,000	\$50,000 — \$60,000	Over \$60,000

Married Couples Filing Jointly			
Year:	Contributions are fully deductible if AGI is:	Contributions are partially deductible if AGI is:	Contributions are not deductible if AGI is:
2000	Under \$52,000	\$52,000 — \$62,000	Over \$62,000
2001	Under \$53,000	\$53,000 — \$63,000	Over \$63,000
2002	Under \$54,000	\$54,000 — \$64,000	Over \$64,000
2003	Under \$60,000	\$60,000 — \$70,000	Over \$70,000
2004	Under \$65,000	\$65,000 — \$75,000	Over \$75,000
2005	Under \$70,000	\$70,000 — \$80,000	Over \$80,000
2006	Under \$75,000	\$75,000 — \$85,000	Over \$85,000
2007+	Under \$80,000	\$80,000 — \$90,000	Over \$90,000

- For married couples filing separate returns with AGI of \$10,000 or more, neither individual is eligible for a deductible IRA contribution if either spouse is an active participant in an employer-sponsored retirement plan. Married couples filing separately who live apart for the entire tax year are treated as single filers for purposes of determining annual deductible IRA contribution limits.
- Any individual, married or single, who is not eligible to make deductible contributions may make non-deductible IRA contributions of up to \$2,000 per tax year, regardless of AGI or participation in an employer-sponsored retirement plan.

Roth IRA Contributions

- In general, anyone who has U.S. earned compensation, with an Adjusted Gross Income that does not exceed the limits noted below can contribute up to \$2,000 or 100% of compensation, whichever is less, per tax year to a Roth IRA. You must be 18 years of age or older to open a Premiere Select Roth IRA.
- Individuals may make contributions after reaching age 70½.
- Contributions can be made to both a Traditional IRA and a Roth IRA, but the combined total contribution to an individual's Traditional and Roth IRAs cannot exceed the lesser of \$2,000 or 100% of compensation per tax year.
- A spouse can also contribute up to \$2,000 to a Roth IRA (Spousal IRA) per tax year as long as he or she files a joint federal income tax return and the couple's combined AGI does not exceed the limits below.
- A married individual who files a separate federal income tax return can contribute to a Roth IRA if his/her AGI is \$10,000 or less. (Married individuals who file separately and live apart for the entire tax year are treated as individuals for determining eligibility to contribute or convert to a Roth IRA.)

Adjusted Gross Income (AGI)	Annual Contribution Limits
Single \$95,000 or less \$95,001—\$109,999 \$110,000 and over	\$2,000 \$200—\$1,990 Not eligible to make a Roth IRA contribution
Married Filing Joint Return \$150,000 or less \$150,001—\$159,999 \$160,000	\$2,000 \$200—\$1,990 Not eligible to make a Roth IRA contribution

Conversions to a Roth IRA

In addition to making annual contributions to a Roth IRA, an individual may also convert an existing Traditional IRA, Rollover IRA, SEP-IRA, or SIMPLE IRA (after the two-year holding period expires) assets to a Roth IRA.

- Individuals or married couples filing a joint tax return with Adjusted Gross Income of \$100,000 or less in the year of the conversion can convert either all or part of another IRA to a Roth IRA. The AGI limit applies to the taxable year that the assets are distributed from the non-Roth IRA, not the year in which the assets are contributed to the Roth IRA, if different.
- When converting another IRA to a Roth IRA, the IRA owner is required to pay taxes on any taxable converted amount, (i.e., deductible contributions and any investment earnings).
- Conversions can be made either via a 60-day rollover or via a trustee-to-trustee transfer.
- The conversion assets are excluded from Adjusted Gross Income in determining if an individual meets the \$100,000 AGI limit for conversion.*
- Married couples filing separate federal income tax returns are not eligible to convert unless they have lived apart for the entire tax year.

***Note:** For taxable years beginning on and after January 1, 2005, an individual's Minimum Required Distribution (MRD) amount is excluded from AGI when determining conversion eligibility.

SEP-IRA Contributions

- Contributions to SEP-IRAs are made by the employer into a SEP-IRA established by the employee and are generally tax-deductible to the business.
- The employer can make an annual contribution of 15% of each eligible employee's compensation up to \$30,000 based on the first \$170,000 (for 2000 and 2001; as indexed thereafter) of employee compensation — for a maximum contribution of \$25,500 (for 2000 and 2001; \$170,000 x 15% = \$25,500).
- Employer contributions must be uniform among all employees including the employer. The employer may vary his/her contribution percentage each year from 0-15%. Variations in employer contributions must be disclosed to employees.
- The employer's contribution is treated as an exclusion from the employee's income and is not reported on the employee's W-2 form.

Premiere SelectSM

Roth IRA Conversion Form

Use this form to request a conversion of all or any part of your Premiere SelectSM Traditional IRA, Rollover IRA, SEP-IRA or SIMPLE* IRA (Premiere Select IRA) to a Premiere Select Roth IRA with the same Broker/Dealer.

- Conversions to a Roth IRA are not permitted if your and your spouse's Adjusted Gross Income (AGI) exceeds \$100,000 in the year of the conversion.
- For conversions after January 1, 1999, the taxable converted amount will be subject to federal income taxes in the year in which the conversion occurs.
- If you are required to take a minimum required distribution from your IRA, you must do so prior to converting to a Roth IRA.

* SIMPLE IRA assets may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date your employer first made contributions to your SIMPLE IRA.

If you are opening a new Premiere Select Roth IRA, you must complete a **Premiere Select IRA Application** and submit it to your Investment Professional with this completed Form.

If you wish to convert an IRA currently held with another Custodian to a Premiere Select Roth IRA, you must first transfer the IRA to the same type of Premiere Select IRA (a Traditional, SEP, or SIMPLE IRA, as applicable) prior to requesting the conversion. You will need to complete a **Customer Account Transfer Form** to initiate this transfer and only one **Premiere Select IRA Application** to establish both IRAs.

Note to Broker/Dealer: Do not send this Conversion Form to National Financial Services LLC until the transfer of assets is complete.

1

Account Information

First Name _____ Middle Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Home Phone Number _____

Date of Birth (required) - - Social Security # - -

Account # of the Premiere Select IRA being converted _____

Premiere Select Roth IRA # _____ (If opening a new account, your Broker/Dealer will provide this number.)

2

Conversion Instructions

I wish to convert my existing Premiere Select IRA indicated in Section 1 to a Premiere Select Roth IRA as specified below:

Full conversion in-kind — Convert the entire balance of my Premiere Select IRA to a Premiere Select Roth IRA. (The conversion will be based on the existing positions in your Premiere Select IRA on the date of the conversion.)

Partial conversion in cash — Convert the following dollar amount from my Premiere Select IRA to a Premiere Select Roth IRA. (You must have sufficient cash in your core money market fund. If a liquidating trade is necessary, please consult your Investment Professional.)

Dollar amount to convert: \$ _____

Partial conversion in-kind — Convert the following positions from my Premiere Select IRA to a Premiere Select Roth IRA. List the investments to be converted in-kind below:

Investment Name	CUSIP or Symbol	# of Shares or All
1 _____		
2 _____		
3 _____		
4 _____		



3

Notice of Withholding

Conversions are subject to Federal income tax withholding unless you elect not to have withholding apply. Withholding will apply to the gross amount of the conversion, even if you have made non-deductible contributions to the Premiere Select IRA being converted. Moreover, failure to provide a U.S. residential address will result in 10% withholding on the conversion amount even if you have elected not to have tax withheld (an IRS requirement). A Post Office Box does not qualify as a residential address.

If you elect to have withholding apply (by indicating below, by making no choice below, or by not providing a U.S. residential address), Federal income tax will be withheld from the conversion amount at a rate of at least ten percent (10%). Whether or not you elect to have Federal income tax withheld, you are still responsible for the full payment of Federal income tax, any state tax or local taxes, and any penalties that may apply to the conversion of this account.

Whether or not you elect to have withholding apply (by indicating below), you may be responsible for payment of estimated taxes. You may incur penalties under the IRS and applicable state tax rules if your estimated tax payments are not sufficient.

If you are a non-resident alien, you must submit IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with this conversion request form to claim tax treaty benefits, if applicable. To obtain Form W-8BEN, please consult your tax advisor or go to the IRS Web site at http://www.irs.gov.

Withholding Election — Choose one. Note: If you are a non-resident alien, DO NOT complete this section

Indicate your withholding election below.

IRS regulations require us to withhold Federal income tax at the rate of 10% from the total conversion amount unless you elect NOT to have withholding apply.

I DO NOT want to have Federal income tax withheld from the distribution(s) from my Premiere Select IRA for conversion to a Roth IRA.

I want to have Federal income tax withheld from the distribution(s) from my Premiere Select IRA for conversion to a Roth IRA at the rate of: _____%.

Please provide a whole percent of 10% or greater. If no percentage or if less than 10% is provided, 10% will be withheld. If a dollar amount is indicated, 10% will be withheld. In the case of a conversion where a portion is in the form of a security(ies) (in-kind conversion), Federal income tax withholding will occur based on the above instructions to the extent that there is sufficient cash available for withholding purposes.

If you are under age 59½, you will not be subject to a 10% early withdrawal penalty on any amount that is fully converted to a Roth IRA within the time prescribed. However, if you do elect to have withholding apply and you do not make up the amounts withheld from other sources, you will be subject to a 10% early withdrawal penalty on the amount withheld if you are under age 59½ unless an exception applies.

4

Signature (Please read carefully before you sign.)

If I fail to designate whether all or part of my Premiere Select IRA is to be converted to my Premiere Select Roth IRA, the Custodian of my Premiere Select IRA is hereby authorized to convert the entire balance of such IRA to my Premiere Select Roth IRA. If I fail to designate whether the proceeds are to be converted immediately or at maturity, if applicable, the Custodian of my Premiere Select IRA is hereby authorized to convert such proceeds at maturity in the case of a CD, and immediately in all other cases.

I authorize and request the Custodian, or its agents, of my Premiere Select IRA specified above to make the above-requested distribution(s) from my Premiere Select IRA and conversion contribution to my Premiere Select Roth IRA. I have received the Premiere Select Roth IRA Custodial Agreement and Disclosure Statement at the time I completed the Premiere Select IRA Application and agree to be bound by the terms and conditions thereof. I accept full responsibility for complying with all IRS rules on conversions. I hereby agree to indemnify the Custodian (its agents, affiliates, successors, and employees) of the Premiere Select IRA and Roth IRA from any liability in the event I fail to meet any IRS requirements. I understand that I will be subject to income taxes on the taxable conversion amount. I understand that I may be subject to tax penalties on any amount distributed from my Premiere Select IRA specified in Section 1 above which are not converted within the time prescribed. If I am required to take a minimum required distribution, I attest that I have done so for the current year pursuant to Section 401(a)(9) of the Internal Revenue Code with respect to my Premiere Select IRA and I accept full responsibility for complying with these requirements.

If I am a U.S. citizen or other U.S. person (including a resident alien individual), I hereby certify under penalties of perjury that the number shown in Section 1 on this form is my correct taxpayer identification number. If I am a non-resident alien, I have attached IRS Form W-8BEN with this Premiere Select Roth IRA Conversion Form and included my U.S. taxpayer identification number in order to claim tax treaty benefits, if applicable.

IRA Customer Signature _____ Date (required) MM - DD - YEAR

Social Security Number (required)

□□□ - □□ - □□□□

Account Number

□□□ - □□□□□□

Premiere SelectSM

IRA Contributions by Electronic Funds Transfer (EFT)

This form will enable you to make IRA contributions electronically by transferring money from your bank account to your Premiere SelectSM Traditional IRA or Roth IRA (herein referred to as your "Premiere Select IRA"). Contributions made via EFT are **Current Year Contributions**. All contributions will be made to your Premiere Select IRA core money market mutual fund. You may also move money from the core money market mutual fund to any **existing** mutual fund(s) that you have in your Premiere Select IRA by completing section 4 of this form. Please call your Investment Professional with any questions. **This service is not available for SEP-IRAs, SIMPLE IRAs and Keogh Money Purchase/Profit Sharing Plans. Please complete a separate form for each IRA to which you would like to make EFT contributions.**

Please return this form to your Investment Professional.

1 Customer Information

Print your name as it appears on your Premiere Select IRA statement or Application.

First Name _____ Middle Initial _____ Last Name _____

Home Phone # _____ Work Phone # _____

2 Bank Information

Attach a voided check or complete the following information. **Passbook savings accounts** are not eligible. A common name must appear on both your bank account and your Premiere Select IRA.

Bank Name _____ Name on your Bank Account _____

Bank ABA/Routing Number (Call your bank if you are unsure) _____

Bank Account # _____

Account Type (check one) Checking Savings NOW/MMDA

3 Contribution Information

I hereby direct that \$ _____ be transferred from my bank account designated above for each contribution period, as specified below and contributed to my Premiere Select IRA as indicated above, to my core money market mutual fund, as a **current year contribution(s)**. (Aggregate current year contributions to all IRAs, including Traditional IRAs and Roth IRAs, cannot exceed the lesser of \$2,000 or 100% of compensation.) Contributions will not be permitted more often than once per month, but must be made at least twice a year. You must wait 7 days for the first EFT contribution to be activated. The day specified below will default to the next business day if it falls on a holiday or weekend.

Frequency of contribution

Monthly on the □□ day of every month beginning □□ / □□□□ (month-year).
(Monthly contribution amounts must not exceed **\$166.66**)

Quarterly on the □□ day of every third month beginning □□ / □□□□ (month-year).
(Quarterly contribution amounts must not exceed **\$500.00**)

Semi-annually on the □□ day of every sixth month beginning □□ / □□□□ (month-year).
(Semi-annual contribution amounts must not exceed **\$1,000.00**)

I understand this amount will be contributed to my Premiere Select IRA core money market mutual fund as a current year contribution and will remain in the core money market mutual fund unless a Periodic Investment Plan is specified in Section 4 or some other trade is placed.

4 Periodic Investment Plan — Optional

I would like the dollar amount transferred from my bank account to be allocated (according to the frequency specified below) from my core money market mutual fund to the following **existing** mutual fund positions held in my Premiere Select IRA (total percent specified below cannot exceed 100%; dollar amount cannot exceed the amount available in your core money market mutual fund). There may be a \$3.50 fee associated with each transaction; please contact your Investment Professional for additional information. Most mutual funds require a minimum investment of \$100.00; please refer to the fund prospectus.

Fund Name	Fund Symbol	Percent	OR	Dollar Amount
1		%		\$
2				
3				
4				

Frequency of Periodic Investments

Please indicate when you would like your investments made. Periodic investments will not be permitted more often than once per month, but must be made at least twice a year. The day specified will default to the next business day if it falls on a holiday or weekend.

I want the investments to be made:

- Monthly** on the day of every month beginning / (month-year).
- OR
- Quarterly** on the day of every third month beginning / (month-year).
- OR
- Semi-annually** on the day of every sixth month beginning / (month-year).

5 Authorization

I hereby authorize and request National Financial Services LLC ("NFS"), or its agents, or my broker/dealer to secure payment of amount indicated above to be invested by me by initiating debit entries to my account indicated in the bank named above (Bank). I authorize and request the Bank to accept any such debit entries initiated by NFS, or its agents, or my broker/dealer to such account and to credit such amount to my Premiere Select IRA indicated in Section 1 above as a current year contribution, without responsibility for the correctness thereof or the existence of any further authorization relating thereto. I hereby ratify any instructions given pursuant to this authorization and agree that neither NFS, nor its agents, nor my broker/dealer will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization. It is understood that this authorization may be terminated by me (us) at any time by written notification received by NFS, or its agents, or my broker/dealer. Any such notification shall be effective only with respect to entries initiated after receipt of such notification and a reasonable time to act on it.

Signature of Owner _____ Date _____

Signature of Bank Account Co-holder (if applicable) _____ Date _____

Premiere SelectSM

- **Traditional IRA Custodial Agreement and Disclosure Statement (for Traditional IRA, Rollover IRA and SEP-IRA)**
- **Roth IRA Custodial Agreement and Disclosure Statement**

Premiere SelectSM

IRA Custodial Agreement

Under Section 408(a) of the Internal Revenue Code

The Depositor whose name appears on the accompanying Application is establishing an individual retirement account (under Section 408(a) of the Internal Revenue Code) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the accompanying Application has given the Depositor the Disclosure Statement required under the Income Tax Regulations under Section 1.408-6.

The Depositor has deposited with the Custodian an initial contribution in cash, as set forth in the accompanying Application.

The Depositor and the Custodian make the following Agreement:

ARTICLE I

Except in the case of a rollover contribution described in Code Section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), an employer contribution to a Simplified Employee Pension plan as described in Section 408(k) or a recharacterized contribution described in Section 408A(d)(6), the Custodian will accept only cash contributions and only up to a maximum amount of \$2,000 for any tax year of the Depositor.

ARTICLE II

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE III

1. No part of the custodial funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
2. No part of the custodial funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Depositor's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and Proposed Regulations Section 1.408-8, including the incidental death benefit provisions of Proposed Regulations Section 1.401(a)(9)-2, the provisions of which are incorporated by reference.
2. Unless otherwise elected by the time distributions are required to begin to the Depositor under paragraph 3, or to the surviving spouse under paragraph 4, other than in the case of a life annuity, life expectancies shall be recalculated annually. Such election shall be irrevocable as to the Depositor and the surviving spouse and shall apply to all subsequent years. The life expectancy of a nonspouse beneficiary may not be recalculated.
3. The Depositor's entire interest in the Custodial Account must be, or begin to be, distributed by the Depositor's required beginning date, April 1 following the calendar year end in which the Depositor reaches age 70½. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
 - (a) A single-sum payment.
 - (b) An annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over the life of the Depositor.
 - (c) An annuity contract that provides equal or substantially equal monthly, quarterly, or annual payments over the joint and last survivor lives of the Depositor and his or her designated Beneficiary.
 - (d) Equal or substantially equal annual payments over a specified period that may not be longer than the Depositor's life expectancy.
 - (e) Equal or substantially equal annual payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Depositor and his or her designated Beneficiary.
4. If the Depositor dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:
 - (a) If the Depositor dies on or after distribution of his or her interest has begun, distribution must continue to be made in accordance with paragraph 3.

- (b) If the Depositor dies before distribution of his or her interest has begun, the entire remaining interest will, at the election of the Depositor or, if the Depositor has not so elected, at the election of the Beneficiary or Beneficiaries, either
 - (i) Be distributed by the December 31 of the year containing the fifth anniversary of the Depositor's death, or
 - (ii) Be distributed in equal or substantially equal payments over the life or life expectancy of the designated Beneficiary or Beneficiaries starting by December 31 of the year following the year of the Depositor's death. If, however, the Beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before December 31 of the year in which the Depositor would have reached age 70½.
 - (c) Except where distribution in the form of an annuity meeting the requirements of Section 408(b)(3) and its related regulations has irrevocably commenced, distributions are treated as having begun on the Depositor's required beginning date, even though payments may actually have been made before that date.
 - (d) If the Depositor dies before his or her entire interest has been distributed and if the Beneficiary is other than the surviving spouse, no additional cash contributions or rollover contributions may be accepted in the account.
5. In the case of distribution over life expectancy in equal or substantially equal annual payments, to determine the minimum annual payment for each year, divide the Depositor's entire interest in the Custodial Account as of the close of business on December 31 of the preceding year by the life expectancy of the Depositor (or the joint life and last survivor expectancy of the Depositor and the Depositor's designated Beneficiary, or the life expectancy of the designated Beneficiary, whichever applies). In the case of distributions under paragraph 3, determine the initial life expectancy (or joint life and last survivor expectancy) using the attained ages of the Depositor and designated Beneficiary as of their birthdays in the year the Depositor reaches age 70½. In the case of a distribution in accordance with paragraph 4(b)(ii), determine life expectancy using the attained age of the designated Beneficiary as of the Beneficiary's birthday in the year distributions are required to commence.
 6. The owner of two or more individual retirement accounts may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524, to satisfy the minimum distribution requirements described above. This method permits an individual to satisfy these requirements by taking from one individual retirement account the amount required to satisfy the requirement for another.

ARTICLE V

1. The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under Section 408(i) of the Code and Regulations Sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit reports to the Internal Revenue Service and the Depositor prescribed by the Internal Revenue Service.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles that are not consistent with Section 408(a) of the Code and the related regulations will be invalid.

ARTICLE VII

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the Depositor and the Custodian.

ARTICLE VIII

1. Definitions.

The following definitions shall apply to terms used in this Article VIII:

- (a) **"Account" or "Custodial Account"** means the Custodial Account established hereunder for the benefit of the Depositor (or following the death of the Depositor, the Beneficiary).
- (b) **"Agreement"** means the Premiere Select IRA Custodial Agreement and Disclosure Statement, including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Account Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record or electronic imaging.
- (c) **"Account Application" or "Application"** shall mean the Application, as may be amended from time to time, by which this Agreement is established between the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) **"Authorized Agent"** means the person or persons (including the Broker, as defined below) authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and man-

ner acceptable to the Custodian to purchase or sell Funding Vehicles in the Depositor's (or following the death of the Depositor, the Beneficiary's) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent or to ascertain whether any instructions or directions executed through the Broker originate from the Authorized Agent.

- (e) **"Beneficiary"** shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity, or corporation,) designated as such by the Depositor (or following the death of the Depositor, designated as such by the Beneficiary(ies)) (i) in a form and manner acceptable to and filed with the Custodian pursuant to Article VIII, Section 8 of this Agreement, or (ii) pursuant to the provisions of Article VIII, Section 8 of this Agreement.
- (f) **"Broker," "Financial Advisor," "Investment Advisor," or "Investment Professional"** (collectively the "Broker") shall mean either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment advisor registered under the Investment Advisors Act of 1940, which the Depositor (or following the death of the Depositor, the Beneficiary) has designated as his or her agent in the Account Application or on another signed form acceptable to and filed with the Custodian. Unless the Depositor (or following the death of the Depositor, the Beneficiary) otherwise notifies the Custodian in writing, Broker shall include any successor(s) of the Broker designated by the Depositor (or following the death of the Depositor, the Beneficiary) as his or her agent.
- (g) **"Code"** shall mean the Internal Revenue Code of 1986, as amended.
- (h) **"Company"** shall mean FMR Corp., a Massachusetts corporation, or any successor or affiliate thereof to which FMR Corp. may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (i) **"Conversion Amount"** shall mean all or any part of a distribution from the Account deposited in a Roth IRA.
- (j) **"Custodian"** shall mean Fidelity Management Trust Company, or its successor(s).
- (k) **"Depositor"** means the person named in the Account Application establishing an Account for the purpose of making contributions to an Individual Retirement Account as provided for under Section 408 of the Code. This term shall not include a Beneficiary who establishes an Account with the Custodian after the death of the Depositor.
- (l) **"Funding Vehicles" or "Shares"** shall include (i) shares of stock, trust certificates or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940; (ii) all marketable securities traded over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Guaranty Trust Company ("DTC") or its successors; (iii) if permitted by the Custodian, interest bearing accounts of the Custodian, and (iv) such other non-DTC eligible assets (but not including futures contracts) which are permitted to be acquired under a custodial account pursuant to Section 408(a) of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee but such assets shall generally be held in an account for which the records are maintained on a proprietary recordkeeping system of the Company.
- (m) **"Money Market Shares"** shall mean any Funding Vehicles issued by a money market mutual fund and which are permitted by the Custodian for investment under this Agreement.

2. Broker/Investment Advisor.

The Broker, Financial Advisor, Investment Advisor, or Investment Professional (collectively, the "Broker") shall be appointed by the Depositor (or following the death of the Depositor, the Beneficiary) in the Application (or on another signed form acceptable to and filed with the Custodian) as his or her agent to (i) execute such investment directions with respect to Funding Vehicles as the Depositor (or following the death of the Depositor, the Beneficiary) may give under the terms of the Custodial Account, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on the Depositor's (or following the death of the Depositor, the Beneficiary's) behalf, as permitted by the Custodian, and (iii) perform such other duties and responsibilities and execute such other instructions and directions, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement, as amended from time to time. The duties and responsibilities imposed on the Broker through this Agreement shall be accepted by the Broker upon the earlier of the following: (i) the Broker's written acceptance of such duties and responsibilities, as demonstrated by the Broker's signature on the Depositor's (or following the death of the Depositor, the Beneficiary's) Application (or on another signed form acceptable to and filed with the Custodian), (ii) the delivery by the Broker of an instruction, direction, or inquiry to the Custodian with respect to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account, or (iii) the Broker's receipt of compensation as a result of Funding Vehicles maintained in the Custodial Account.

The Custodian is hereby authorized to accept instructions and directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) through the Broker. The Custodian may rely,

without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed by the Broker as being made by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary).

In all cases the Broker, and not the Custodian, shall have the responsibility for delivering to the Depositor (or following the death of the Depositor, the Beneficiary) all confirmations, statements, notices, proxies and prospectuses delivered or made available to the Broker relating to such Funding Vehicles. To the extent that the Custodian delivers or makes available by way of mail, electronic commerce, or other means, to the Broker confirmations, statements, notices, proxies, prospectuses, or other materials with respect to the Account, any such communications delivered or made available to the Broker shall be deemed to have been delivered to the Depositor (or following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) agrees to hold the Custodian and the Company harmless from and against any losses, cost or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

3. Contributions.

Contributions to the Account may be invested only in Funding Vehicles, and shall be invested as follows:

- (a) **Investment of Contribution.** Contributions (including transfers of assets) will be invested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions in the Application, or as the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) to the Custodian in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, if any, for any Funding Vehicles in which the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 19. All Funding Vehicles in the Custodial Account shall be held in the name of the Custodian or its nominee or nominees.
- (b) **Initial Contribution.** The Custodian will invest all contributions (including transfers of assets) promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution (or the Beneficiary's initial transfer of assets) to the Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have received a copy of the Disclosure Statement which accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary).
- (c) **Incomplete or Unclear Instructions.** If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 3 have not been received by the Custodian, or if the Custodian receives instructions as to investment selection or allocation which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions from the Depositor (the Authorized Agent, the Beneficiary, executor or administrator). Pending receipt of such instructions any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent, or the Beneficiary, executor, or administrator), (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor (or following the death of the Depositor, the Beneficiary), as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Custodial Account.
- (d) **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (the Authorized Agent, or the Beneficiary) may not direct that any part or all of the Custodial Account be invested in Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary), in the investment of the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account or to advise the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), regarding the purchase, retention, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successor, agents or assigns shall not be liable for any loss which results from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's,) exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) with respect to assets in the Account.

4. Contributions by Divorced or Separated Spouses.

All alimony and separate maintenance payments received by a divorced or separated spouse, and taxable under Section 71 of the Code, shall be considered compensation for purposes of computing the maximum annual contribution to the Custodial Account, and the limitations for contributions by a divorced or separated spouse shall be the same as for any other individual.

5. Contribution Deadline.

The following contribution deadlines generally apply to certain transactions within your IRA:

- (a) **Contributions.** The last day to make annual IRA contributions for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a form and manner acceptable to the Custodian, the contribution as a contribution for such taxable year.
- (b) **Recharacterizations.** A contribution that constitutes a recharacterization of a prior IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year.

The Custodian shall not be responsible under any circumstances for the timing, purpose or propriety of any contribution nor shall the Custodian incur any liability for any tax imposed on account of any contribution.

6. Rollover Contributions.

The Custodian will accept for the Depositor's Custodial Account in a form and manner acceptable to the Custodian, all rollover contributions which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other property permitted as an investment under Code Section 408. The Depositor (or the Depositor's Authorized Agent) shall designate in a form and manner acceptable to the Custodian each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), and/or 408(d)(3) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate IRA rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 3. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 3; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article VIII, Section 19. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances reasonably beyond the control of the Custodian. It shall be the Depositor's responsibility to ensure that any minimum distribution required by Sections 401(a)(9) and 408(a)(6) of the Code and applicable regulations is made prior to giving the Custodian such rollover instructions.

7. Reinvestment of Earnings.

In the absence of instructions pursuant to Section 3, distributions of every nature which are received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions pursuant to Section 3.

8. Designation of Beneficiary.

A Depositor may designate a Beneficiary for his or her Account as follows:

- (a) **General.** A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of the Depositor. The latest such designation or change or revocation shall control, except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies) in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary or contingent Beneficiary(ies), as applicable. Unless

otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to such person or persons (including a trust or estate) 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 no later than thirty (30) days after the Custodian receives notice of the death of such Beneficiary, and provided further that the latest such designation shall control. If no proper designation has been made by such Beneficiary, in accordance with the preceding sentence, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Unless otherwise designated by the Depositor (or after the death of the Depositor, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, "per stirpes" and "per capita" shall be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of the death of the Depositor (or after the death of the Depositor, by the Beneficiary, as the case may be). In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

- (b) **Minors.** If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person, (ii) the guardian, conservator, or other legal representative, whenever appointed, of such person, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such person, or (v) to such person directly.
- (c) **QTIPs and QDOTs.** A Depositor (or following the death of the Depositor, the Beneficiary) may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor (or following the death of the Depositor, the Beneficiary) is survived by his or her spouse, the following provisions shall apply to the Account, from and following the death of the Depositor (or the Beneficiary) until the death of the Depositor's (or following the death of the Depositor, the Beneficiary's) surviving spouse: (1) all of the income of the Account shall, at the direction of the trustee(s) of the Spousal Trust, be paid to the Spousal Trust annually or at more frequent intervals as directed by the Trustee(s) of such Spousal Trust, and (2) no person shall have the power to assign any part of the Account to any person other than the Spousal Trust. To the extent permitted by Sections 408(c)(5) and 401(a)(9) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as the Depositor's Beneficiary may be treated as the Depositor's "designated beneficiary" for purposes of the distribution requirements of those Code sections. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) **Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 19.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of a Depositor (the Authorized Agent, or the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 401(a)(9), Section 408(a)(6), Section 2056(b)(7) or Section 2056A of the Code and related regulations.

9. Payroll Deduction.

Subject to approval of the Custodian, a Depositor may choose to have contributions to his or her Custodial Account made through payroll deduction, in a form and manner acceptable to the Custodian, if the Account is maintained as part of a program sponsored by the Depositor's employer, or if the employer otherwise agrees to provide such service. In order to establish payroll deduction, the Depositor must authorize his or her employer to deduct a fixed amount or percentage from each pay period's salary up to a total amount of \$2,000 per year, unless such contributions are being made pursuant to a Simplified Employee Pension Plan described under Section 408(k) of the Code, in which case, contributions can be made up to 15% of the Depositor's earned income (subject to the compensation limits as described in Section 401(a)(17), 404(l) and 408(k) of the Code), up to

\$30,000 per year. Contributions to a Custodial Account of the Depositor's spouse may be made through payroll deduction if the employer authorizes the use of payroll deductions for such contributions, but such contributions must be made to a separate Account maintained for the benefit of the Depositor's spouse. The Custodian shall continue to receive for the Depositor's Account payroll deduction contributions until such time as the Depositor's instruction to his or her employer (with reasonable advance notice) causes such contributions to be modified or to cease.

10. Transfers to or from the Account.

Assets held on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) in another IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor (or following the death of the Depositor, the Beneficiary) under this Agreement. The Custodian will not be responsible for any losses the Depositor (or following the death of the Depositor, the Beneficiary) may incur as a result of the timing of any transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer of another IRA by the trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the IRA of the transfer or trustee or custodian, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service.

Assets held on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) in the Account may be transferred directly to a trustee or custodian of another IRA established for the Depositor (or following the death of the Depositor, the Beneficiary), if so directed by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian; provided, however, that it shall be the Depositor's (or following the death of the Depositor, the Beneficiary's) responsibility to ensure that the transfer is permissible and satisfies the requirements of Code Section 408 and any related regulations, and any other guidance issued by the Internal Revenue Service.

11. Distributions from the Account.

Distributions from the Account will be made only upon the request of the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, after the death of the Depositor, the Beneficiary) to the Custodian in such form and in such manner as is acceptable to the Custodian, and will generally be included in the recipient's gross income to the extent required by law. Notwithstanding this Section 11 and Section 18 below, the Custodian is empowered to make a distribution absent the Depositor's (or, with the prior consent of the Custodian, the Authorized Agent's, or, after the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to levy or a court order of any kind. In such instance, neither the Custodian nor the Company shall in any event incur any liability for acting in accordance with such court order or levy. For distributions requested pursuant to Article IV, life expectancy and joint life and last survivor expectancy shall be calculated based on information provided by the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, after the death of the Depositor, the Beneficiary) using the Expected Return Multiples in Section 1.72-9 of the Income Tax Regulations. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in any such calculations as a result of reliance on information provided by the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Broker. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, after the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying, upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution.

12. Conversion of Distributions from the Account.

Generally, the Depositor may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Sections 401(a)(9) and 408(a)(6) of the Code and related regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or the Authorized Agent) shall designate, in a form and manner acceptable to the Custodian, each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3) and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

13. Recharacterization of Contributions.

Assets held on behalf of the Depositor in another IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or

losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

Assets held on behalf of the Depositor in the Account may be transferred ("recharacterized") via a trustee-to-trustee transfer to a trustee or custodian of a Roth IRA established for the Depositor, if so directed by the Depositor (or the Depositor's Authorized Agent) in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

14. Actions in the Absence of Specific Instructions.

If the Custodian receives no response to communications sent to the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) at the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

15. Instructions, Notices, and Communications

All instructions, notices and communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address if consented to by the Depositor (or following the death of the Depositor, the Beneficiary) of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

16. Effect of Instructions, Notices, and Communications.

- (a) **General.** The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) **Incomplete or Unclear Instructions.** Under this Agreement, the Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Broker as his or her agent to instruct the Custodian to effect transactions, or to provide information with regard to such matters, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) relating to the Custodial Account in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such other instructions or information from a Depositor (the Authorized Agent, or the Beneficiary) relating to his or her Custodial Account or to otherwise advise the Depositor (the Authorized Agent, or the Beneficiary) regarding any matter relating thereto.

17. Tax Matters.

- (a) **General.** Neither the Custodian, the Company nor any affiliate or other Fidelity Investments company provides tax or legal advice. Depositors and Beneficiaries are strongly encouraged to consult with their attorney or tax adviser with regard to their specific situation. The Custodian shall submit required reports to the Internal Revenue Service and the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return or report required in connection with maintaining the Account, or as a result of

liability incurred by the Account for tax on unrelated business taxable income, or windfall profits tax.

- (b) **Annual Report.** As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the prior calendar year. Unless the Depositor (or following the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) **Tax Withholding.** Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. The Custodian shall be under no duty to withhold any excise penalty which may be due as a result of any transaction in the Custodial Account.

18. Spendthrift Provision.

Subject to Section 11 above, any interest in the Account shall generally not be transferred or assigned by voluntary or involuntary act of the Depositor (or following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest of a Depositor (or following the death of the Depositor, the Beneficiary) be subject to alienation, assignment, garnishment, attachment, receivership, execution or levy except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense of such legal action or proceeding shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor and his or her former spouse pursuant to which the transfer of a Depositor's interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise incident to such divorce or legal separation, then the interest so decreed by a Court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code and Section 11 above. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 11 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. Fees and Expenses.

- (a) **General.** The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Account Application which accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions upon the investment of funds, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale of sufficient assets in the Custodial Account and application of the sales proceeds to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) by separate check.
- (b) **Advisor Fees.** The Custodian shall, upon direction from the Depositor (or following the death of the Depositor, the Beneficiary), disburse from the Custodial Account payment to the Depositor's (or Beneficiary's) registered investment advisor or Broker any fees for financial advisory services rendered with regard to the assets held in the Account. The Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Broker) of any such fees. Any such direction must be provided in a form and manner acceptable to the Custodian and the Custodian shall not incur any liability for executing such direction. The determination of whether any fees paid to the Broker are reasonable and appropriate shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian shall not incur any liability for the payment of any fees to the Broker from assets in the Account. The Custodian shall not incur any liability for executing such direction. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon any such fee disbursement direction.
- (c) **Sale of Assets.** Whenever it shall be necessary in accordance with this Section 19 to sell assets in order to pay fees or expenses, the Custodian or the Depositor's (or following the death of the Depositor, the Beneficiary's) Broker may sell any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds remaining after collection of

the applicable fees and expenses therefrom in accordance with Section 3. The Company or Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. Voting with Respect to Securities.

The Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) through the Broker or directly to the Depositor (or following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding Shares in the Custodial Account. The Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Shares held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the corporation which issued such Shares. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those Shares with respect to which it has received timely directions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any Shares held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Shares held in the Custodial Accounts for which it has received timely instructions, but only to the extent that such vote is necessary to establish a quorum.

21. Limitations on Custodial Liability and Indemnification.

The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account and the Custodian shall not be responsible in any way for the purpose, propriety or tax treatment of any contribution, or of any distribution, or any other action or nonaction taken pursuant to the Depositor's direction (the Authorized Agent, or the Beneficiary). The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment.

To the fullest extent permitted by law, the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors and assigns and their officers, directors and employees, from any and all liability arising from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction under this Account, or from the Broker's execution of such direction, and from any and all other liability whatsoever which may arise in connection with this Agreement except liability arising under applicable law or liability arising from gross negligence or willful misconduct on the part of the indemnified person. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary) may delegate to a third party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

22. Delegation to Agents.

The Custodian may delegate to one or more corporations the performance of record keeping and other ministerial services in connection with the Custodial Account, for a reasonable fee (to be paid by the Custodian and not by the Custodial Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian (named in the Application (or its successor) serves as Custodian or otherwise deems appropriate.

23. Amendment of Agreement.

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Internal Revenue Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address if authorized by the Depositor, (or following the death of the Depositor, the Beneficiary) (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such amendment(s) if he or she fails to object thereto by sending written notice to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or, following the death of the Depositor, the Beneficiary) to terminate this Custodial Account and distribute the proceeds, as so directed by the Depositor (or, following the death of the Depositor, the Beneficiary).

24. Resignation or Removal of Custodian.

The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days notice to the Depositor (or, following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 408(a)(2) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

25. Termination of the Custodial Account.

The Depositor (or, following the death of the Depositor, the Beneficiary,) may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another individual retirement account (within the meaning of Section 408 of the Code) or other retirement plan designated by the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) as described in Article VIII, Section 10. The Custodian shall not be liable for losses arising from the acts, omissions, delays or other inaction of any such successor custodian or trustee. If notice of the Depositor's (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) intention to terminate the Custodial Account is received by the Custodian and the Depositor had not designated a transferee custodian or trustee for the assets in the Account, then the assets of the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary).

26. Governing Law.

This Agreement, and the duties and obligations of the Company and the Custodian under this Agreement, shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

27. When Effective.

This Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian as evidenced by a notice to the Depositor (or following the death of the Depositor, the Beneficiary).

Premiere SelectSM

IRA Disclosure Statement

The following information is provided to you in accordance with the requirements of the Internal Revenue Code (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Individual Retirement Account ("IRA"). The terms used in this Disclosure Statement shall have the meaning set forth in Article VIII of the Custodial Agreement for your IRA unless a different meaning is clearly required by the context. Except as clearly indicated otherwise or as clearly required by the context, "You" and "Your" refer to the Depositor for whose benefit the IRA is originally established and following the death of the Depositor, "You" or "Your" shall refer to the Beneficiary.

Neither the Custodian, the Company or any affiliates or other Fidelity Investments Company provides tax or legal advice. Depositors, Beneficiaries, Authorized Agents are strongly encouraged to consult their attorney or tax advisor with regard to their individual circumstances.

Of course, you should seek competent tax or legal advice with respect to any and all matters pertaining to this IRA, as such matters may result in adverse tax consequences and/or penalties to you.

Right to Cancel. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this IRA, you, as Depositor or Beneficiary, may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance by the Custodian of your Roth IRA as evidenced by notification by or on behalf of the Custodian. Your revocation request must be delivered in a form and manner acceptable to the Custodian to:

**National Financial Services LLC
Retirement Services Department
P.O. Box 660602
Dallas, TX 75266-0602**

Upon revocation, you, as Depositor, will receive a full refund of your initial contribution, including sales commissions (if any) and/or administrative fees. Upon revocation, you, as Beneficiary, will receive a full refund of your initial transfer of assets to the Custodial Account, including, sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, please call the brokerage firm with which you established your account.

Description of Account.

This IRA is a custodial account created to provide for the Depositor's retirement and for the support of the Depositor, or following the death of the Depositor, the Beneficiary(ies). Interests in the Account are nonforfeitable.

Designation of Beneficiary.

General. You should designate a Beneficiary(ies) to receive the balance of your Account upon your death. A Beneficiary(ies) must be designated on your Account Application, or in another form and manner acceptable to the Custodian. The latest such designation shall control provided that such designation is received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of the Depositor (or following the death of the Depositor a Beneficiary). Your Beneficiary(ies) may be confirmed to you periodically by the Custodian and upon your request and may be changed by you at anytime in a form and manner acceptable to the Custodian. The assets remaining in your Account will be distributed upon your death to the Beneficiary(ies) named by you on record with the Custodian. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the Estate of the Depositor, any Beneficiary, the executor or administrator of the Estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries. If you are a Depositor and there is no Beneficiary designated for your Account in the Custodian's records, your Beneficiary will be your surviving spouse, or if none, your estate. Unless otherwise specified by you, if a primary Beneficiary you designated predeceases you, the entire interest in your Account for that deceased Beneficiary will be divided equally among the surviving primary Beneficiary(ies). If there are no primary Beneficiaries living at the time of your death, payment of your Account will be made to the surviving contingent Beneficiary(ies) designated by you. Unless otherwise specified by you, if a contingent Beneficiary you designate predeceases you, the entire interest in your Account for that deceased Beneficiary will be divided equally among the surviving contingent Beneficiary(ies). If you designate more than one primary or contingent Beneficiary but do not specify the percentages as to which such Beneficiaries are entitled, payment will be made to the surviving primary or contingent Beneficiaries in equal shares.

Designation of Successor Beneficiary. If you, as Beneficiary, survive the Depositor (or the Beneficiary, as applicable,) but die before receiving your entire interest in the Custodial Account, your remaining interest in the Custodial Account shall be paid to such person(s) or entity (including a trust or estate) or corporation designated by you as your successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian. The latest such designation shall control provided that such designation is received and accepted by the Custodian

no later than thirty (30) days after the Custodian receives notice of the death of the Beneficiary. If you are a Beneficiary and there is no successor Beneficiary designated for your Account in the Custodian's records, your Beneficiary will be your estate.

Role of Broker.

Your Investment Professional, Financial Advisor, Investment Advisor, or Broker (herein, your "Broker") is the person and/or firm that you have appointed in the Premiere Select IRA Application or on another signed form acceptable to and filed with the Custodian as your agent to (i) execute investment directions for you, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on your behalf, and (iii) to perform other duties and responsibilities and to execute other instructions and directions on your behalf. Unless you otherwise notify the Custodian in a form and manner acceptable to the Custodian, your Broker shall include any Successor to the Broker designated by you as your agent. The Custodian will accept instructions and directions with respect to your Account from your Broker as though they were made by you personally. Your Broker may inform you regarding the investments of your Account, and transactions pertaining to your IRA must generally be executed through your Broker unless an automated telephone or electronic commerce service which may be available through the Custodian is used. Your Broker generally receives compensation for performing these services. You can appoint a new Broker at any time in a form and manner acceptable to and filed with the Custodian.

IRA Eligibility.

Employees and self-employed individuals who are under age 70½ and who have compensation, as defined below, (or earned income, in the case of a self-employed individual) are eligible to contribute to an IRA even if they are already covered under another employer-sponsored retirement plan. Employers may contribute to IRAs established by their employees, or to IRAs used as part of a Simplified Employee Pension plan ("SEP").

Compensation. Compensation refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income.

Adjusted Gross Income. Adjusted Gross Income is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA deduction, adjusted gross income is modified to take into account deductions for IRA contributions, taxable benefits under the Social Security and Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard Code Sections 135, 137, and 911.

Investment of Account. The assets in your IRA will be invested in accordance with instructions communicated from you (or your Authorized Agent). As with any investment, you should read any publicly available information (e.g., prospectuses, annual reports, etc.) which would enable you to make an informed investment decision. Investments you direct through your Account should take into account your overall investment portfolio, your tolerance for risk, the timeframe of your investments, and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you, or if the instructions received are, in the opinion of the Custodian, incomplete or unclear, you may be requested to provide further instructions or other information. In the absence of such instructions or information, investments may be returned to you, may be invested in Money Market Shares, which strive to maintain a stable \$1 per share balance, or may remain uninvested pending instructions or information from you. Keep in mind that with respect to investments in regulated investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected by the Custodian.

Types of IRAs.

Traditional IRA. You, as Depositor, may make a Traditional IRA annual contribution of up to \$2,000 or 100% of your compensation, whichever is less. (To determine the amount of your income tax deduction, if any, for your Traditional IRA contribution, see "Limits on Deductible Contributions" below.)

Spousal IRA. If you, as Depositor, and your spouse file a joint federal income tax return, you may make an IRA contribution to a separate IRA established for the exclusive benefit of your spouse, even if your spouse has not received compensation during the tax year. Contributions to an IRA for the spouse of a Depositor must not exceed \$2,000 or 100% of the Depositor's, and his or her spouse's compensation, whichever is less, and can be in addition to contributions to a Depositor's Traditional IRA. In other words, a married couple can make IRA contributions of up to the lesser of \$4,000 each tax year, or 100% the couple's combined compensation, but in no event may the annual contribution to either a Depositor's IRA or an IRA for the spouse of a Depositor exceed \$2,000 for a particular tax year. The deductibility of IRA contributions depends on a Depositor's income limits and whether the Depositor is covered by an employer-sponsored retirement plan. (See "Limits on Deductible Contributions" below.)

Rollover IRA. If you, as Depositor, retire or change jobs, you may be eligible for a distribution from your employer's retirement plan. To avoid mandatory withholding of 20% of the distribution(s) from an employer sponsored retirement plan for federal income tax, and to preserve the tax-deferred status of this distribution, a Depositor can roll over directly to a Rollover IRA. If you, as Depositor, choose to have the distribution paid directly to you, you will be subject to mandatory federal income tax withholding at the rate of 20%. You, as Depositor, may still reinvest up to 100% of the total amount of the distribution which is eligible for rollover in a Rollover IRA by replacing the 20% which was withheld for taxes with other assets you own. You, as Depositor,

tor, must reinvest the eligible portion of such distribution proceeds in a Rollover IRA (or conduit IRA) within 60 days of receipt of your distribution. The amount invested in a Rollover IRA, whether as a direct rollover or within 60 days of receipt, can be excluded from a Depositor's taxable income for the year in which the eligible rollover distribution is received from his or her employer's plan.

Roth IRA. A Depositor and his or her spouse (if filing a joint tax return) are permitted to make non-deductible contributions of up to \$2,000 a year to a Roth IRA. The maximum annual limit on individual contributions to all IRAs remains \$2,000. The income earned on the amounts contributed to a Roth IRA will generally not be subject to tax. For more complete information on the Premiere Select Roth IRA, please see the Premiere Select Roth IRA Disclosure Statement. **Information contained in this Disclosure Statement cannot be assumed to also apply to the Roth IRA.**

SEP-IRA. A Simplified Employee Pension Plan is a retirement plan designed for self-employed people and small business owners in which the employer and any eligible employees establish separate IRAs to which employer contributions from 0-15% of compensation can be made each year. The maximum compensation that can be taken into account for such purposes is \$150,000, as adjusted by the IRS for cost-of-living increases. All SEP contributions are tax deductible to the employer, and any investment earnings grow tax deferred until withdrawn.

Contributions

Annual Contributions. You, as Depositor, may make annual cash contributions to an IRA in any amount up to 100% of your compensation for the year or \$2,000, whichever is less. A Depositor's employer may make contributions to the Depositor's Account, but, except as noted below under a SEP, the total contributions from the Depositor and the Depositor's employer may not exceed this limitation. Contributions (other than rollover contributions or recharacterized contributions described below) must be made in "cash" and not in "kind." Therefore, securities or other assets already owned cannot be contributed to an IRA but can be converted to cash and then contributed. No part of a contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. You, as Depositor, may make annual contributions to your IRA any time up to and including the due date, not including extensions, for filing your tax return for such taxable year (generally April 15th).

Limits on Annual Contributions. The annual contribution limit for contributions to an IRA is reduced by the amount of any contributions a Depositor makes to any IRAs, including any Traditional IRAs, but excluding any employer contributions, including salary deferral contributions made to a SEP-IRA or a SIMPLE IRA, for the particular tax year.

Timing of Contribution. You, as Depositor, may make contributions to your IRA at any time up to and including the due date, excluding extensions, for filing your tax return for the year (generally April 15th) for which the contribution is made. You, as Depositor, may continue to make annual contributions to your IRA up to (but not including) the calendar year in which you reach age 70½. You, as Depositor, may continue to make annual contributions to your spouse's IRA up to (but not including) the calendar year in which your spouse reaches age 70½.

Rollover IRA Contributions. Qualifying distributions from employer-sponsored retirement plans (for example, 401(k), pension, profit-sharing, and Keogh plans) may be eligible for rollover into a Depositor's IRA. However, strict limitations apply to such rollovers, and you, as Depositor, are encouraged to seek competent tax advice regarding these restrictions. For rollover treatment of existing IRA contributions, see below.

Simplified Employee Pension Plan Contributions. A separate IRA may be established for use by a Depositor's employer as part of a SEP arrangement. A Depositor's employer may contribute to a Depositor's SEP-IRA up to a maximum of 15% of a Depositor's compensation or \$30,000, whichever is less. If a Depositor's employer established a salary reduction SEP plan prior to January 1, 1997, and a Depositor's SEP-IRA is used as part of this salary reduction SEP, a Depositor may elect to reduce his or her annual compensation, up to a maximum of 15% of a Depositor's compensation or \$7,000 (indexed to reflect cost-of-living adjustments), whichever is less, and have a Depositor's employer contribute that amount to a Depositor's SEP-IRA. For these purposes, annual compensation is limited to \$150,000, as adjusted by the IRS for cost-of-living increases. If a Depositor's employer maintains both a salary reduction SEP and a regular SEP, the annual contribution limit to both SEPs together is 15% of a Depositor's compensation or \$30,000, whichever is less. You, as Depositor, may contribute, in addition to the amount contributed by your employer to your SEP-IRA, an amount not in excess of \$2,000 or 100% of compensation, to a Traditional IRA (or Roth IRA), as more fully described above. It is a Depositor's and a Depositor's employer's responsibility to see that contributions in excess of normal IRA limits are made under a valid SEP or SARSEP and are, therefore, proper. Unless otherwise permitted by the Custodian, SEP or SARSEP contributions cannot be made to a Traditional Premiere Select IRA, but must instead be made to a separate Premiere Select SEP-IRA.

Excess Contributions. Contributions (including an improper rollover) which exceed the allowable maximum per year are considered excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be incurred for each year in which the excess contribution remains in a Depositor's IRA. If you as Depositor make a contribution (or your employer makes a contribution) to your IRA, (including a salary reduction contribution, on your behalf) in excess of your allowable maximum for any taxable year, you may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, on or before the due date, including extensions, for filing your tax return for that year. The amount of the excess contribution withdrawn will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings withdrawn will be taxed

as ordinary income and may be subject to a 10% early withdrawal penalty if you as Depositor are under age 59½. Alternatively, excess contributions for one year may be carried forward and reported in the next year to the extent that the excess, when aggregated with a Depositor's IRA contribution(s) (if any) for the subsequent year, does not exceed the maximum amount for that year. The 6% excise tax will be imposed on excess contributions for each year they are not returned nor applied as contributions.

Deductible IRA Contributions.

Married Couples. If you as Depositor are married and file a joint tax return with your spouse, and neither of you is considered an active participant in an employer-sponsored retirement plan, you and your spouse may each make a fully deductible IRA contribution of \$2,000 or 100% of your combined compensation, whichever is less. Married couples filing jointly with AGI of \$150,000 or less for the year for which the contribution relates, if only one spouse is considered an active participant, the spouse (including a non-wage earning spouse) who is not an active participant in an employer-sponsored retirement plan may make a fully deductible IRA contribution of up to \$2,000 or 100% of combined compensation. For married couples where one person is considered an active participant, this deduction is phased out for joint AGI between \$150,000-\$160,000. For married couples where both are considered active participants, the phase-out ranges for deducting an IRA contribution are provided in the chart below. Married couples that live together at any time during the year but file their income taxes separately, and have more than \$10,000 in compensation for the year, are not eligible for a deductible IRA contribution if either spouse is considered an active participant.

Single Taxpayers. If you as Depositor are not married and are not an active participant in an employer-sponsored retirement plan, you may make a fully deductible IRA contribution in any amount up to 100% of your compensation for the year or \$2,000, whichever is less. The phase-out ranges for deducting an IRA contribution for single taxpayers who are considered active participants are provided in the chart below.

Active Participant. You as Depositor are considered an active participant if you participate in an employer-sponsored retirement plan. You as Depositor are an active participant in an employer-sponsored retirement plan even if you do not have a vested right to any benefits under your employer's plan. "Active participant" status depends on the type of plan maintained by your employer. You as Depositor should check with your employer for your status in this regard. Generally, you as Depositor are considered an active participant in a defined contribution plan if an employer contribution or forfeiture was credited to your account under the plan during the year. A Depositor is considered an active participant in a SEP or SIMPLE plan if an employer contribution, including a salary reduction contribution, was made to the Depositor's Account for a tax year. A Depositor is considered an active participant in a defined benefit plan if the Depositor is eligible to participate in the plan, even though a Depositor may elect not to participate. A Depositor is also treated as an active participant for a year during which a Depositor makes a voluntary or mandatory contribution to any type of plan, even though a Depositor's employer makes no contribution to the plan. An "employer-sponsored retirement plan" includes any of the following types of retirement plans:

- a qualified pension, profit-sharing, or stock bonus plan established in accordance with IRC §401(a) or 401(k)
- a Simplified Employee Pension Plan (SEP) (IRC §408(k)).
- a Savings Incentive Match Plan for Employees (SIMPLE) established in accordance with IRC §408(p) or §401(k).
- a deferred compensation plan maintained by a governmental unit or agency.
- tax-sheltered annuities and custodial accounts (IRC §403(b) and 403(b)(7)).
- a qualified annuity plan under IRC §403(a).

Limits on Deductible Contributions. If you as Depositor (or your spouse, if you are filing a joint tax return) are not eligible for a fully deductible IRA contribution, you may be eligible for a partially deductible IRA contribution if your adjusted gross income does not exceed certain deductibility limits, which are discussed below. For "active participants" in an employer-sponsored retirement plan, full deduction is phased-out between the following new AGI limits:

Year	Married Couples Filing Joint Returns	Individuals
1998	\$50,000-\$ 60,000	\$30,000-\$40,000
1999	\$51,000-\$ 61,000	\$31,000-\$41,000
2000	\$52,000-\$ 62,000	\$32,000-\$42,000
2001	\$53,000-\$ 63,000	\$33,000-\$43,000
2002	\$54,000-\$ 64,000	\$34,000-\$44,000
2003	\$60,000-\$ 70,000	\$40,000-\$50,000
2004	\$65,000-\$ 75,000	\$45,000-\$55,000
2005	\$70,000-\$ 80,000	\$50,000-\$60,000
2006	\$75,000-\$ 85,000	\$50,000-\$60,000
2007+	\$80,000-\$100,000	\$50,000-\$60,000

For the 1998 tax year, the applicable dollar amount is \$30,000 for individuals, and \$50,000 for married couples filing a joint tax return, with additional increases scheduled for each tax year as indicated above until the

years 2005 and 2007, respectively. The applicable dollar limit for married individuals filing separate returns is \$0. If a Depositor's adjusted gross income exceeds the applicable dollar limit by not more than \$10,000 (\$20,000 for the 2007 tax year and beyond for married couples filing a joint return), as Depositor may make a deductible IRA contribution (but the deductible amount will be less than \$2,000). If you are a Depositor, use the following calculation to determine the amount of your deductible contribution:

1. Subtract the applicable dollar amount from your adjusted gross income. If the result is \$10,000 (\$20,000 for married couples filing a joint return for the 2007 tax year and beyond) or more, stop; you can only make a nondeductible contribution.
2. Subtract the above figure from \$10,000 (\$20,000 for married couples filing a joint return for the 2007 tax year and beyond).
3. Divide the result from 2 above by \$10,000 (\$20,000 for married couples filing a joint return for the 2007 tax year and beyond).
4. Multiply \$2,000 by the fraction resulting from 3 above. This is your maximum deductible contribution limit.

If the deduction limit is not a multiple of \$10, then it is to be rounded up to the next highest \$10 multiple. There is a \$200 minimum floor on the deduction limit if your adjusted gross income does not exceed the annual limits in the chart above for individuals or married couples filing jointly.

Adjusted gross income for married couples filing a joint tax return is calculated by aggregating the compensation of both spouses. The deduction limitations on IRA contributions, as determined above, then apply to each spouse.

Nondeductible IRA Contributions. You, as Depositor, may still make a nondeductible IRA contribution up to the lesser of \$2,000 or 100% of your compensation to a Traditional IRA or to a Roth IRA even if your income exceeds the limits described above. There are no income limits for making a nondeductible contribution to a Traditional IRA. However, nondeductible contributions to a Roth IRA are phased out for single taxpayers with an adjusted gross income of between \$95,000 and \$110,000, and married taxpayers filing jointly with an adjusted gross income of between \$150,000 and \$160,000 (see the Roth IRA Disclosure Statement for details). Earnings on any Traditional IRA contributions are tax deferred until withdrawal.

You, as Depositor, are required to designate on your tax return the extent to which your IRA contribution is nondeductible. Therefore, designations must be made by the due date (including extensions) for filing a Depositor's tax return for the year for which the contribution is made. If you, as Depositor, overstate the amount of nondeductible contributions for a taxable year, a penalty of \$100 will be assessed for each overstatement unless you can show that the overstatement was due to a reasonable cause.

Recharacterization of Contributions.

You, as Depositor, may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer any regular contribution or conversion contribution in your IRA (the "Initial IRA"), to another IRA ("the Second IRA") on or before your deadline (generally April 15th) including extensions for filing your federal income tax return for the year for which the contribution to the initial IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to the Second IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before a Depositor's tax filing deadline. The amount(s) that is recharacterized is treated as having been originally contributed to the Second IRA on the same date and for the same taxable year that the amount was contributed to the Initial IRA.

For tax years beginning on or after January 1, 2000, you, as Depositor, may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day you complete a recharacterization back to the original IRA. Beginning January 1, 2000 and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a "failed conversion." You, as Depositor, should consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

Distributions.

General. Distributions will only be made upon the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) request in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Account without such instruction if directed to do so by a court order or levy. Distributions can be made at any time, but should begin no later than the April 1 following the year in which a Depositor reaches age 70½. Distributions from the Account will generally be included in the recipient's gross income for federal income tax purposes for the year in which the distribution is received.

Premature Distributions. To the extent they are included in income, distributions from the Account before you, as Depositor, reach age 59½ will be subject to a non-deductible 10% early withdrawal penalty (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another employer-sponsored retirement plan, or the distribution is made on account of death or disability, or if the distribution

- is part of a series of substantially equal periodic payments made not less frequently than annually over a Depositor's life or life expectancy or the joint life expectancies of you, as Depositor, and your Beneficiary,

- is for qualified medical expenses in excess of 7.5% of the Depositor's AGI,
- is to cover qualified health insurance premiums of certain unemployed individuals,
- is used to acquire a first-time principal residence for you, as Depositor, your spouse, your or your spouse's children, grandchildren or ancestors (subject to a \$10,000 lifetime limit),
- is used to pay qualified higher education expenses for you, as Depositor, your spouse, your children, or your grandchildren or any children or grandchildren of your spouse, or
- occurs after December 31, 1999 and is made on account of an IRS levy, as described in Code Section 6331.

You, as Depositor, should consult with your tax advisor to see if an exception to the early withdrawal penalty applies before requesting any distribution prior to age 59½.

Latest Time to Withdraw. You, as Depositor, must begin receiving distributions of the assets in the account by April 1 following the year you reach age 70½. Distributions must continue to be made by December 31 of each subsequent year. If you maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn.

Minimum Distributions. It is the Depositor's (or following the death of the Depositor, the Beneficiary's) responsibility to ensure that required distributions are timely and are in amounts which satisfy IRS requirements. Once distributions are required to begin, they must not be less than the amount each year (determined by actuarial tables) which would exhaust the value of your Account over the required distribution period, which is generally the life expectancy of the Depositor or the joint life and last survivor expectancy of the Depositor and an individual designated as Beneficiary. Life expectancies will be recalculated annually unless the Depositor elects otherwise. However, the life expectancy of a non-spouse beneficiary cannot be recalculated. You may be subject to a 50% excise tax on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year.

Conversion of Distributions from the Account. You, as Depositor, may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). Conversions can be made via a 60-day rollover or a trustee-to-trustee transfer provided the AGI limits described under "Limits on Conversions" below are satisfied and the amount is otherwise eligible to be rolled over. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days of the distribution from the Account. However, any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. You, as Depositor, will be subject to income tax on the taxable portion of any Conversion Amount. This taxable portion is the amount that would have been included in income as if you, as Depositor, had actually taken a distribution from your Account. The Conversion Amount will not be subject to the premature distribution penalty described above.

Methods of Distribution. Assets may be distributed from the Account according to one or more of the following methods selected by you: (a) total distribution (b) distribution over a certain period (c) purchase of an annuity contract (See Article IV of your IRA Custodial Agreement for a full description of these distribution methods.)

Distribution upon Death of the Depositor. Upon the Depositor's death, the assets remaining in the Account will be distributed to the Beneficiary(ies) previously named by the Depositor on record with the Custodian. If a Depositor's spouse was the Depositor's Primary Beneficiary and the Depositor had started to receive minimum required distributions from the Account, but dies before receiving the balance of the Account, the spouse has several options. The Depositor's spouse can either keep receiving distributions from the Account at least as rapidly, or roll over all or part of the Account into an IRA in his or her name. If minimum required distributions from the Account had not yet begun, and the Depositor's spouse is the sole Beneficiary, he or she may defer taking distributions until December 31 of the year the Depositor would have turned 70½, and then receive distributions over his or her life expectancy, or roll over the account into an IRA in his or her name, and treat the IRA as his or her own.

If a Depositor's Beneficiary is not the Depositor's spouse, and minimum required distributions had begun from the Account, the Beneficiary may continue to receive them at least as rapidly as the payment schedule the Depositor had established. If minimum required distributions had not yet begun, the Beneficiary must deplete the Account within 5 years of December 31 of the year of the Depositor's death, or start taking distributions from the Account by December 31 of the year following the year of the Depositor's death over his or her own life expectancy.

If the Beneficiary does not start taking distributions from the Account in accordance with the rules in the preceding paragraph(s), the Beneficiary may be subject to a penalty tax of 50% on the difference between the minimum required distribution for the tax year and the amount such Beneficiary actually received during such year.

Distribution upon Death of the Beneficiary. In the event a Beneficiary does not predecease the Depositor (or following the death of the Depositor, the Beneficiary) but dies before receiving his or her entire interest in the Account, any person or persons (including a trust or estate) designated by a Beneficiary as his or her successor Beneficiary may continue to receive distributions from the Account over the remaining distribution period.

If the successor Beneficiary does not continue taking distributions from this Account over the remaining distribution period, the Beneficiary may be subject to a penalty tax of 50% on the difference between the minimum required distribution for the tax year and the amount such Beneficiary actually received during such year.

Distribution of Nondeductible Contributions. To the extent that a distribution constitutes a return of nondeductible contributions, it will not be included in income. The amount of any distribution excludable from income is the portion that bears the same ratio to the total distribution that aggregate nondeductible contributions bear to the balance at the end of the year (calculated after adding back distributions made during the year) of the Account. For this purpose, all of a Depositor's IRAs (Roth IRAs excluded) are treated as a single IRA. Furthermore, all distributions from an IRA during a taxable year are generally treated as one distribution for federal income tax purposes, although distributions may be reported during a year as being taken for different reasons. The aggregate amount of distributions excludable from income for all years is not to exceed the aggregate nondeductible contributions for all calendar years. There is a 10% additional income tax assessed against premature distributions to the extent such distributions are includible in income (see "Premature Distributions" above).

Rollover Treatment. Distributions from the Depositor's IRA representing all or any part of the assets in a Depositor's IRA are eligible for rollover treatment. You, as Depositor, may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into the same IRA, another IRA, or individual retirement annuity established as an IRA under Code Section 408, and still maintain the tax-deferred status of these assets. A 60-day rollover can be made from an IRA by or on behalf of the Depositor once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize, can be returned or rolled over to an IRA by or on behalf of the Depositor. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every 12 months rule" mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you, as Depositor, should speak to a competent tax advisor before initiating a rollover.

Limits on Conversions. A Depositor's eligibility to make a conversion from an IRA other than a Roth IRA to a Roth IRA is phased out for individuals and married couples filing joint returns in any calendar year in which AGI exceeds \$100,000. Beneficiaries and married couples filing separate returns, other than married individuals who live apart from their spouse for the entire taxable year, are not permitted to make a conversion contribution. If you, as Depositor, have reached age 70½ you must satisfy your minimum required distribution with respect to your IRA prior to making a conversion contribution for such year. For taxable years beginning before January 1, 2005, you, as Depositor, are required to include the amount of your minimum required distribution when determining if your AGI is \$100,000 or less.

Divorce or Legal Separation. If all or any portion of the Depositor's IRA is awarded to a former spouse pursuant to divorce or legal separation, such portion can be transferred to an IRA in the receiving spouse's name. This transaction can be processed without any tax implications to the Depositor provided a written instrument executed by a court incident to the divorce or legal separation in accordance with Section 408(d)(6) of the Code is received by the Custodian, and specifically directs such transfer. In addition, you, as Depositor, must also provide the Custodian with a letter of instruction and account number of the IRA maintained by the receiving spouse, or an IRA application executed by the receiving spouse, if a new IRA will be established. The eligibility requirements described above for making contributions to such IRA shall still apply.

Fees and Expenses.

Fees and other expenses of maintaining and terminating your Premiere Select IRA, if any, are described in the Application or in some other manner acceptable to the Custodian, and may be changed from time to time, as provided in the Custodial Agreement. Your Broker may charge fees in addition to those fees described in the Premiere Select IRA Application for services rendered, and it is up to you to determine if any such fees are reasonable. The IRA Custodian is not party to any additional fees that may be charged by your Broker.

Prohibited Transactions.

If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange, or leasing of any property between you and your IRA) occurs during the existence of your IRA, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. This "distribution" would be subject to ordinary income tax and, if you, as Depositor, are under age 59½ at the time, to a nondeductible 10% penalty tax on premature distributions.

If any part of your IRA is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as ordinary income and subject to a nondeductible 10% penalty during the year in which you make such a pledge.

The purchase of any securities on margin within your Premiere Select IRA will result in a prohibited transaction.

Other Tax Considerations.

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. It is taxed to the person receiving the distribution as ordinary income. There are no special averaging rules applicable to distributions from your Account.

Gift Tax. If you elect during your lifetime to have all or any part of your Account payable to a Beneficiary at or after your death, the election generally will not subject you to any gift tax liability, but you should consult with your tax advisor regarding estate tax consequences.

Tax Withholding. Federal income tax will be withheld from distributions you receive from an IRA unless you elect not to have tax withheld. However, if IRA distributions are to be delivered outside of the United States,

this tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are not a U.S. citizen residing overseas or a "tax avoidance expatriate" as described in Code Section 877. This tax will also be mandatory if you have not provided a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at the rate of 10%, unless a higher rate is elected by you, or if otherwise required by the Internal Revenue Code or applicable regulations. In addition, state income tax may be withheld from your IRA distributions, if applicable.

Reporting for Tax Purposes. Contributions and distributions must be reported on such forms as the IRS may require. You, as Depositor, will be required to designate your IRA contribution as deductible or nondeductible. You, as Depositor, are also required to attach IRS Form 8606 to your 1040 or 1040A Form for each year for which a non-deductible IRA contribution is made, and, thereafter, for each year in which you take a distribution from your Account. Form 8606 is also used to report nondeductible IRA contributions, to calculate the basis (nontaxable part) of your IRA and to account for any recharacterization of contributions. Other reporting will be required by you in the event that special taxes or penalties described herein are due. You, as Depositor, must also file Treasury Form 5329 (or such other form(s) as the IRS may require) with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your IRA. The Tax Reform Act of 1986 also requires you to report the amount of all distributions you received from your IRA and the aggregate account balance of all IRAs as of the end of the calendar year.

IRS Approval. The form of your Individual Retirement Account is the model government form provided by the IRS known as Form 5305-A. For more information on IRAs, please refer to IRS Publication 590 or contact the IRS.

Premiere SelectSM

Roth IRA Custodial Agreement

Under Section 408A of the Internal Revenue Code

The Depositor whose name appears on the accompanying Application is establishing a Roth individual retirement account (Roth IRA) under Section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the accompanying Application has given the Depositor a Disclosure Statement required under Regulations Section 1.408-6.

The Depositor has deposited with the Custodian an initial contribution, as set forth in the accompanying Application.

The Depositor and the Custodian make the following Agreement:

ARTICLE I

Except in the case of a rollover contribution described in Section 408A(e), a recharacterized contribution described in Section 408A(d)(6), or an IRA Conversion contribution, the Custodian will accept only cash contributions and only up to a maximum amount of \$2,000 for any tax year of the Depositor.

ARTICLE II

1. The \$2,000 limit described in Article I is gradually reduced to \$0 between certain levels of adjusted gross income (AGI). For a single Depositor, the \$2,000 annual contribution is phased out between AGI of \$95,000 and \$110,000; for a married Depositor who files jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor who files separately, between \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the depositor is married and files a separate return. Adjusted gross income is defined in Section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE IV

1. No part of the custodial funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
2. No part of the custodial funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the sole Beneficiary, the entire remaining interest will, at the election of the Depositor or, if the Depositor has not so elected, at the election of the Beneficiary or Beneficiaries, either:
 - (a) Be distributed by December 31 of the year containing the fifth anniversary of the Depositor's death, or
 - (b) Be distributed over the life expectancy of the designated Beneficiary starting no later than December 31 of the year following the year of the Depositor's death.If distributions do not begin by the date described in (b), distribution method (a) will apply.
2. In the case of distribution method 1(b) above, to determine the minimum annual payment for each year, divide the depositor's entire interest in the Custodial Account as of the close of business on December 31 of the preceding year by the life expectancy of the designated Beneficiary using the attained age of the designated Beneficiary as of the Beneficiary's birthday in the year distributions are required to commence and subtract 1 for each subsequent year.
3. If the Depositor's spouse is the sole Beneficiary on the Depositor's date of death, such spouse will then be treated as the Depositor.

ARTICLE VI

1. The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under Sections 408(i) and 408A(d)(3)(E), Regulations Sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service.
2. The Custodian agrees to submit reports to the Internal Revenue Service and the Depositor as prescribed by the Internal Revenue Service.

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles that are not consistent with Section 408A, the related regulations and other published guidance will be invalid.

ARTICLE VIII

This Agreement will be amended from time to time to comply with the provisions of the Code, related regulations and other published guidance. Other amendments may be made with the consent of the Depositor and the Custodian.

ARTICLE IX

1. Definitions.

The following definitions shall apply to terms used in this Article IX:

- (a) **“Account” or “Custodial Account”** means the Custodial Account established hereunder for the benefit of the Depositor (or following the death of the Depositor, the Beneficiary).
- (b) **“Agreement”** means the Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as they may be amended from time to time including the information and provisions set forth in any Application that goes with this Agreement. This Agreement, including the Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, electronic commerce, or electronic imaging.
- (c) **“Account Application” or “Application”** shall mean the Application, as may be amended from time to time, by which this Agreement is established between the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) **“Authorized Agent”** means the person or persons (including the Broker, as defined below) authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Funding Vehicles in the Depositor’s (or following the death of the Depositor, the Beneficiary’s) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent or to ascertain whether any instructions or directions executed through the Broker originate from the Authorized Agent.
- (e) **“Beneficiary”** shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity, or corporation) designated as such by the Depositor (or following the death of the Depositor, designated as such by a Beneficiary) (i) in a form and manner acceptable to and filed with the Custodian pursuant to Article IX, Section 9 of this Agreement, or (ii) pursuant to the provisions of Article IX, Section 9 of this Agreement.
- (f) **“Broker,” “Financial Advisor” “Investment Advisor” or “Investment Professional”** (collectively the “Broker”) shall mean either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment advisor registered under the Investment Advisors Act of 1940, which the Depositor (or following the death of the Depositor, the Beneficiary) has designated as his or her agent in the Account Application or on another signed form acceptable to and filed with the Custodian. Unless the Depositor (or following the death of the Depositor, the Beneficiary) otherwise notifies the Custodian in writing, Broker shall include any successor(s) of the Broker designated by the Depositor (or following the death of the Depositor, the Beneficiary) as his or her agent.
- (g) **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- (h) **“Company”** shall mean FMR Corp., a Massachusetts corporation, or any successor or affiliate thereof to which FMR Corp. may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (i) **“Conversion Amount”** shall mean all or any part of a distribution from an IRA other than a Roth IRA (including a SEP-IRA, SARSEP IRA, or a SIMPLE IRA) deposited in a Roth IRA.
- (j) **“Custodian”** shall mean Fidelity Management Trust Company, or its successor(s).
- (k) **“Depositor”** means the person named in the Account Application establishing an Account for the purpose of making contributions to a Roth individual retirement account provided for under Sec-

tion 408(A) of the Code. This term shall not include a Beneficiary who establishes an Account with the Custodian after the death of the Depositor.

- (l) **"Funding Vehicles" or "Shares"** shall include (i) shares of stock, trust certificates or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 (ii) all marketable securities traded over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Guaranty Trust Company ("DTC") or its successors; (iii) if permitted by the Custodian, interest bearing accounts of the Custodian, and (iv) such other non-DTC eligible assets (but not including futures contracts) which are permitted to be acquired under a custodial account pursuant to Section 408A of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee but such assets shall generally be held in an Account for which records are maintained on a proprietary recordkeeping system of the Company.
- (m) **"Money Market Shares"** shall mean any Funding Vehicles which are issued by a money market mutual fund.

2. Broker/Investment Advisor.

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

The duties and responsibilities imposed on the Broker through this Agreement shall be accepted by the Broker upon the earlier of the following: (i) the Broker's written acceptance of such duties and responsibilities, as demonstrated by the Broker's signature on the Depositor's (or following the death of the Depositor, the Beneficiary's) Application (or on another signed form acceptable to and filed with the Custodian), (ii) the delivery by the Broker of an instruction, direction, or inquiry to the Custodian with respect to a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account, or (iii) the Broker's receipt of compensation as a result of Funding Vehicles maintained in a Custodial Account.

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

In all cases the Broker, and not the Custodian, shall have the responsibility for delivering to the Depositor (or following the death of the Depositor, the Beneficiary) all confirmations, statements, notices, proxies and prospectuses delivered or made available to the Broker relating to such Funding Vehicles. To the extent that the Custodian delivers or makes available by way of mail, electronic commerce or other means to the Broker confirmations, statements, notices, proxies, prospectuses or other materials with respect to the Account, any such communications delivered or made available to the Broker shall be deemed to have been delivered to the Depositor (or following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) agrees to hold the Custodian and the Company harmless from and against any losses, cost, or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

3. Contributions.

Contributions to the Account may be invested only in Funding Vehicles, and shall be invested as follows:

- (a) **General.** Notwithstanding Article I herein, the Depositor may, if permitted by the Custodian, combine annual Roth IRA contributions and conversion contributions in the same Account. The Depositor (or the Depositor's Authorized Agent) shall designate each annual Roth IRA contribution and each conversion contribution as such in a form and manner acceptable to the Custodian. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate contributions to the Account. Notwithstanding any designation of an Account as a Roth Contributory IRA or Roth Conversion IRA, as the case may be, the Account shall be established and treated as a Roth IRA.
- (b) **Investment of Contributions.** Contributions to the Account (including transfers of assets) will be invested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions in the Application or as the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), to the Custodian in a form

and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, if any, for any Funding Vehicles in which the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article IX, Section 19. All Funding Vehicles in the Custodial Account shall be held in the name of the Custodian or its nominee or nominees.

- (c) **Initial Contribution.** The Custodian will invest all contributions (including transfers of assets) promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution (or the Beneficiary's initial transfer of assets) to the Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have received a copy of the Disclosure Statement which accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of the Application by or on behalf of the Custodian as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary).
- (d) **Incomplete or Unclear Instructions.** If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 3 have not been received by the Custodian, or if the Custodian receives instructions as to an investment selection or allocation which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions from the Depositor (the Authorized Agent, Beneficiary, executor, or administrator). Pending receipt of such instructions any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent, or the Beneficiary), (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor (or following the death of the Depositor, the Beneficiary), as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Custodial Account.
- (e) **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) may not direct that any part or all of the Custodial Account be invested in Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (f) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) in the investment of the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account or to advise the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) regarding the purchase, retention, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents or assigns shall not be liable for any loss which results from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) with respect to assets in the Account.

4. Contributions by Divorced or Separated Spouses.

Alimony and separate maintenance payments received by a divorced or separated spouse, and taxable under Section 71 of the Code, shall be considered compensation for purposes of computing the maximum annual contribution to the Custodial Account, and the limitations for contributions by a divorced or separated spouse shall be the same as for any other individual.

5. Contribution Deadlines.

The following contribution deadlines generally apply to certain transactions within your Roth IRA:

- (a) **Contributions.** The last day to make annual Roth IRA contributions for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a form and manner acceptable to the Custodian, the contribution as a contribution for such taxable year.
- (b) **Conversions.** Conversion contributions must generally be made by December 31 of the year to which the conversion contribution relates. Conversion contributions made via a 60-day rollover must be deposited in a Roth IRA within 60 days after the distribution from an IRA, other than a Roth IRA. Conversion contributions eligible for the Four-Year Spread must be distributed from an IRA, other than a Roth IRA, by December 31, 1998.
- (c) **Recharacterizations.** A contribution that constitutes a recharacterization of a prior IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income

tax return (including extensions) for such tax year. For these purposes, conversion contributions that cross taxable years are treated as having been made in the earlier taxable year.

6. Rollover Contributions.

The Custodian will accept for the Depositor's Custodial Account in a form and manner acceptable to the Custodian, all rollover contributions, within the meaning of Sections 408A(c)(3)(B), 408A(c)(6) and 408A(e) of the Code, from other Roth IRAs which consist of cash, and it may, but shall be under no obligation to accept all or any part of any other property permitted as an investment under Code Section 408A. Rollover contributions to a Roth IRA cannot be made from employer sponsored tax qualified plans. The Depositor (or the Depositor's Authorized Agent) shall designate each Roth IRA rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed Roth IRA rollover contribution qualifies as a rollover contribution within the meaning of Sections 408A(c)(3)(B), 408A(c)(6) and 408A(e) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate Roth IRA rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article IX shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 3. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 3; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article IX, Section 19. In the case of a distribution from a Roth IRA, such distribution qualifies as a rollover contribution provided it is deposited timely to another Roth IRA and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution. For purposes of the Five-Year Period as defined in Article IX, Section 12 below, a Roth IRA established with a rollover contribution will be deemed to be established on January 1 of the year in which such rollover contribution is credited by the Custodian to the Depositor's Account, unless an earlier funding date is evidenced by the Depositor in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility to ensure that any minimum distribution required by Sections 401(a)(9) and 408(a)(6) of the Code and applicable regulations is made prior to giving the Custodian such rollover instructions.

7. Conversion Contributions.

The Custodian will accept for the Custodial Account any or all distributions from an IRA, other than a Roth IRA (including a SEP-IRA, SARSEP IRA, or a SIMPLE IRA for which the two-year period has elapsed, beginning on the date contributions under the SIMPLE IRA plan maintained by the employer were received by the Depositor, which consist of cash, for deposit into a Roth IRA "conversion contribution(s)"). The Custodian may, but shall be under no obligation to, accept all or any part of any other conversion contribution(s) as permitted under Code Section 408A. The Depositor shall designate each conversion contribution as such to the Custodian and by such designation shall confirm to the Custodian that a proposed conversion contribution qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3) and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule.

8. Reinvestment of Earnings.

In the absence of instructions pursuant to Section 3, distributions of every nature which are received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's (or following the death of the Depositor, the Beneficiary's) instructions pursuant to Section 3.

9. Designation of Beneficiary.

A Depositor may designate a Beneficiary as follows:

- (a) **General.** A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than thirty (30) days after the death of the Depositor. The latest such designation or change or revocation shall control, except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent beneficiary but does not specify percentages to which such beneficiary is entitled, payment will be made to the surviving beneficiary(ies) in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary or contingent Beneficiary(ies), as applicable. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries

living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to such person or persons (including a trust or estate) 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 no later than thirty (30) days after the death of such Beneficiary, and provided further that the latest such designation shall control. If no proper designation has been made by such Beneficiary, in accordance with the preceding sentence, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article V, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. Unless otherwise designated by the Depositor (or after the death of the Depositor, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, "per stirpes" and "per capita" shall be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of the death of the Depositor (or after the death of the Depositor, by the Beneficiary, as the case may be). In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

- (b) **Minors.** If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person; (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person; (iii) a Custodial Account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act; (iv) any person having control or custody of such person; or (v) to such person directly.
- (c) **QTIPS and QDOTS.** A Depositor (or following the death of the Depositor, the Beneficiary) may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor (or following the death of the Depositor, the Beneficiary) is survived by his or her spouse, the following provisions shall apply to the Account, from and following the death of the Depositor (or the Beneficiary) until the death of the Depositor's (or following the death of the Depositor, the Beneficiary's) surviving spouse: (1) all of the income of the Account shall, or at the direction of the trustee(s) of such Spousal Trust, be paid to the Spousal Trust annually or at more frequent intervals as directed by the trustee(s) of such Spousal Trust, and (2) no person shall have the power to assign any part of the Account to any person other than the Spousal Trust. To the extent permitted by Sections 408A(c)(5) and 401(a)(9) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as the Depositor's Beneficiary may be treated as the Depositor's "designated beneficiary" for purposes of the distribution requirements of those Code Sections. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) **Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article IX, Section 19.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 401(a)(9), Section 408A(c)(5), Section 2056(b)(7) or Section 2056A of the Code.

10. Payroll Deduction.

Subject to approval of the Custodian, a Depositor may choose to have contributions to his or her Custodial Account made through payroll deduction, in a form and manner acceptable to the Custodian, if the Account is maintained as part of a program sponsored by the Depositor's employer or if the employer otherwise agrees to provide such service. In order to establish payroll deduction, the Depositor must authorize his or her employer to deduct a fixed amount or percentage from each pay period's salary up to a total amount of \$2,000 per year. Contributions to the Custodial Account of the Depositor's spouse may be made through payroll deduction if the

employer authorizes the use of payroll deductions for such contributions, but such contributions must be made to a separate Account maintained for the benefit of the Depositor's spouse. The Custodian shall continue to receive for the Depositor's Account payroll deduction contributions until such time as the Depositor's instruction to his or her Employer with reasonable advance notice causes such contributions to be modified or to cease.

11. Transfers to or from the Account.

Assets held on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) in another Roth IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor (or following the death of the Depositor, the Beneficiary) under this Agreement. The Custodian will not be responsible for any losses the Depositor (or following the death of the Depositor, the Beneficiary) may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer of another Roth IRA by the Trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the Roth IRA of the transfer or Trustee or custodian, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service.

Assets held on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) in the Account may be transferred directly to a trustee or custodian of another Roth IRA established for the Depositor (or following the death of the Depositor, the Beneficiary), if so directed by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian; provided, however, that it shall be the Depositor's (or following the death of the Depositor, the Beneficiary's) responsibility to ensure that the transfer is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

12. Distributions from the Account.

Distributions from the Account will be made only upon the request of the Depositor (or with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian. Distributions from the Account after the five-year period beginning January 1 for which an initial Roth IRA contribution is made to a Roth IRA, or, if earlier, January 1 of the year in which the first conversion contribution is made to a Roth IRA (the "Five-Year Period"), and provided the distribution is made after the Depositor reaches age 59½ or is made on account of the death, disability or constitutes a distribution for qualified first-time home purchase expenses shall not be included in the Depositor's (or following the death of the Depositor, the Beneficiary's) gross income. The Custodian shall neither be responsible for recordkeeping such five-year period nor for determining whether any distribution from a Roth IRA qualifies as a tax-free distribution.

Notwithstanding Article V, Paragraph 3, if the Depositor's surviving spouse is the Depositor's sole Beneficiary, the remaining interest in the Account may, at the election of the surviving spouse, be distributed by December 31 of the year containing the fifth anniversary of the Depositor's death or, be distributed over the life expectancy of the surviving spouse starting no later than December 31 of the year following the year of the Depositor's death. In addition, if the Depositor's surviving spouse is the Depositor's sole Beneficiary, the surviving spouse may elect to treat the Decedent's Roth IRA as his or her own.

For distributions requested pursuant to Article V, life expectancy is calculated based on information provided by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) using the Expected Return Multiples in Section 1.72-9 of the Income Tax Regulations. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article V. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in such calculations as a result of its reliance on information provided by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) or the Broker. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution absent a specific written direction from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying upon any such written direction. Notwithstanding the above and Section 18 below, the Custodian is authorized to make a distribution absent the Depositor's (or following the death of the Depositor, the Beneficiary's) direction if instructed to do so pursuant to a levy, or a court order of any kind. In such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in accordance with such court order. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any distribution, or failure to make a distribution.

13. Recharacterization of Roth IRA Contributions.

Assets held on behalf of the Depositor in another IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

Assets held on behalf of the Depositor in the Account may be transferred ("recharacterized") via a trustee-to-trustee transfer to a trustee or custodian of another IRA established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

14. Actions in the Absence of Specific Instructions.

If the Custodian receives no response to communications sent to the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) at the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

15. Instructions, Notices and Communications.

All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address if consented to by the Depositor (or following the death of the Depositor, the Beneficiary), of the Depositor (or following the death of the Depositor, the Beneficiary) in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Depositor, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

16. Effect of Instructions, Notices and Communications.

- (a) **General.** The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith reliance upon, any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proven by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, electronic commerce, or electronic imaging. For this purpose, the Custodian may (but is not required to) give the same effect to either a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such telephonic or electronic commerce instruction may be proved by audio recorded tape, data file or electronic record, on record with the Custodian or other means acceptable to the Custodian, as the case may be.
- (b) **Incomplete or Unclear Instructions.** The Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Broker as his or her agent to instruct the Custodian to effect transactions, or to provide information with regard to such matters, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) relating to the Custodial Account in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions or information from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of any such other instructions or information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such other instructions or information from a Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) relating to a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account or to otherwise advise the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) regarding any matter relating thereto.

17. Tax Matters.

- (a) **General.** Neither the Custodian, the Company nor any affiliate or other Fidelity Investments company provides tax or legal advice. Depositors and Beneficiaries are strongly encouraged to consult with their attorney or tax adviser with regard to their specific situation. The Custodian shall submit required reports to the Internal Revenue Service, and to the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return or report required in connection with maintaining the Account, or as a result of

liability incurred by the Account for tax on unrelated business taxable income, or windfall profits tax.

- (b) **Annual Report.** As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the prior calendar year. Unless the Depositor (or following the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s).
- (c) **Tax Withholding.** Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. The Custodian shall be under no duty to withhold any excise penalty which may be due as a result of any transaction within the Custodial Account.

18. Spendthrift Provision.

Subject to Section 12 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor (or following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest of a Depositor (or following the death of the Depositor, the Beneficiary) be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy, except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense of such legal action or proceeding shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless otherwise agreed upon by the Custodian and Depositor (or following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor and his or her former spouse pursuant to which the transfer of a Depositor's interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with the requirements of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a levy or court order, the Custodian shall distribute such assets in accordance with such levy or order and Section 12 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. Fees and Expenses.

- (a) **General.** The fees of the Custodian for performing its duties hereunder shall be in such amount as the Custodian shall establish from time to time, and shall be communicated on the Application which accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions upon the investment of funds, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale of sufficient assets in the Custodial Account and application of the sales proceeds to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) by separate check.
- (b) **Advisor Fees.** The Custodian shall, upon direction from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) disburse from the Custodial Account payment to the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) registered investment advisor any fees for financial advisory services rendered with regard to the assets held in the Account. The Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Broker) of any such fees. Any such direction must be provided in a form and manner acceptable to the Custodian and the Custodian shall not incur any liability for executing such direction. The determination of whether any fees paid to the Broker are reasonable and appropriate shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian shall not incur any liability for the payment of fees to the Broker from assets of the Account. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or inaction taken in full faith reliance upon any such fee disbursement direction.
- (c) **Sale of Assets.** Whenever it shall be necessary in accordance with this Section 19 to sell assets in order to pay fees or expenses, the Custodian, or the Depositor's (or following the death of the Depositor, the Beneficiary's) Broker may sell any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds remaining after collection of the applicable fees and expenses therefrom in accordance with Section 3. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. Voting with Respect to Securities.

The Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) through the Broker or directly to the Depositor (or following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding Shares in the Custodial Account. The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Shares held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the corporation which issued such Shares. All such directions shall be in a form and manner acceptable to the Custodian and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those Shares with respect to which it has received timely directions from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any Shares held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Shares held in the Custodial Accounts for which it has received timely instructions, but only to the extent that such vote is necessary to establish a quorum.

21. Limitations on Custodial Liability and Indemnification.

The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction. The Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. To the fullest extent permitted by law, the Depositor (the Authorized Agent's, or following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) direction under this Account, or from the Broker's execution of such direction, and from any and all other liability whatsoever which may arise in connection with this Agreement, except liability arising under applicable law or liability arising from gross negligence or willful misconduct on the part of the indemnified person. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary) may delegate to a third party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

22. Delegation to Agents.

The Custodian may delegate to one or more corporations the performance of recordkeeping and other ministerial services in connection with the Custodial Account, for a reasonable fee to be borne by the Custodian and not by the Custodial Account. Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate.

23. Amendment of Agreement.

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Internal Revenue Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Depositor (or following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address, if authorized by the Depositor (or following the death of the Depositor, the Beneficiary) as shown in the records of the Custodian, a copy of such amendment, or a restatement of this Custodial Agreement. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such amendment(s) unless he or she objects thereto by sending notice to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or following the death of the Depositor, the Beneficiary) to terminate this Custodial Account and distribute the proceeds, as so directed by the Depositor (or following the death of the Depositor, the Beneficiary).

24. Resignation or Removal of Custodian.

The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days notice to the Depositor (or following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

25. Termination of the Custodial Account.

The Depositor (or following the death of the Depositor, the Beneficiary) may terminate the Custodial Account at any time upon notice to the Custodian in a form and manner acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another Roth IRA designated by the Depositor (or following the death of the Depositor, the Beneficiary), as described in Article IX, Section 11. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's (or following the death of the Depositor, the Beneficiary's) intention to terminate the Custodial Account is received by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary) has not designated a transferee custodian or trustee for the assets in the Account, then the assets of the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or following the death of the Depositor, the Beneficiary).

26. Governing Law.

This Agreement, and the duties and obligations of the Company and the Custodian under the Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

27. When Effective.

This Agreement shall not become effective until the acceptance of the Application by or on behalf of the Custodian, as evidenced by a notice to the Depositor (or following the death of the Depositor, the Beneficiary).

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Roth IRA Disclosure Statement

The following information is provided to you in accordance with the requirements of the Internal Revenue Code (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Roth Individual Retirement Account ("Roth IRA"). The terms used in this Disclosure Statement shall have the meaning set forth in Article IX of the Custodial Agreement for this Roth IRA unless a different meaning is clearly required by the context. Except as otherwise noted or as clearly required by the context, "You" and "Your" refer to the Depositor for whose benefit the IRA is originally established, and following the death of the Depositor, "You" or "Your" shall refer to the Beneficiary, unless otherwise clearly indicated. Neither the Custodian, the Company or any affiliates or other Fidelity Investments Company provides tax or legal advice. Depositors, Beneficiaries, and Authorized Agents are strongly encouraged to consult their attorney or tax advisor with regard to their individual circumstances. **Of course, you should seek competent tax or legal advice with respect to any and all matters pertaining to this Roth IRA, as such matters may result in adverse tax consequences and/or penalties.**

Right to Cancel. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this Roth IRA, you, as Depositor or Beneficiary, may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance by the Custodian of your Roth IRA as evidenced by notification by or on behalf of the Custodian. Your revocation request must be delivered, in a form and manner acceptable to the Custodian, to:

**National Financial Services LLC
Retirement Services Department
P.O. Box 660602
Dallas, TX 75266-0602**

Upon revocation, you, as Depositor, will receive a full refund of your initial contribution, including sales commissions (if any) and/or administrative fees. Upon revocation, you, as Beneficiary, will receive a full refund of your initial transfer of assets to the Custodial Account, including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, please call the Brokerage firm with which you established your account.

Description of Account.

This Roth IRA is a custodial account created to provide for the Depositor's retirement and for the support of the Depositor, or following the death of the Depositor, the Beneficiary(ies). Interests in the Account are nonforfeitable.

Designation of Beneficiary

General. You should designate a Beneficiary(ies) to receive the balance of your Account upon your death. A Beneficiary(ies) must be designated on your Account Application, or in another form and manner acceptable to the Custodian. The latest such designation shall control provided that such designation is received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of the Depositor (or following the death of the Depositor, a Beneficiary). In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the Estate of the Depositor, any Beneficiary, the executor or administrator of the Estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries. Your Beneficiary(ies) may be confirmed to you periodically by the Custodian and upon your request and may be changed by you at any-time in a form and manner acceptable to the Custodian. Upon your death, the assets remaining in your Roth IRA will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian. If you are the Depositor and there is no Beneficiary designated for your Account in the Custodian's records, your Account will be paid to your surviving spouse, or if none, to your estate. Unless otherwise specified by you, if a primary Beneficiary you designated predeceases you, the entire interest in your Account for that deceased Beneficiary will be divided equally among the surviving primary Beneficiary(ies). If there are no primary Beneficiaries living at the time of your death, payment of your Account will be made to the surviving contingent Beneficiary(ies) designated by you. Unless otherwise specified by you, if a contingent Beneficiary you designated predeceases you, the entire interest in your Account for that deceased Beneficiary will be divided equally among the surviving contingent Beneficiary(ies). If you designate more than one primary or contingent Beneficiary, but do not specify the percentages to which such Beneficiaries are entitled, payment will be made to the surviving primary or contingent Beneficiaries in equal shares.

Designation of Successor Beneficiary. If you, as Beneficiary, survive the Depositor (or Beneficiary, as applicable) but die before receiving your entire interest in the Custodial Account, your remaining interest in the Custodial Account shall be paid to such person(s) or entity (including a trust or estate) or corporation designated by you, as your successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian. The latest

such designation shall control provided that such designation is received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of the Depositor (or following the death of the Depositor, a Beneficiary). If you are a Beneficiary and there is not a successor Beneficiary designated for your Account in the Custodian's records, your Beneficiary will be your estate.

Role of Broker.

Your Investment Professional, Financial Advisor, Investment Advisor, or Broker (herein, your "Broker") is the person and/or firm that you have appointed in the Account Application (or on another form acceptable to and filed with the Custodian) as your agent to (i) execute investment directions for you, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on your behalf, and (iii) to perform other duties and responsibilities and to execute other instructions and directions on your behalf. Unless you otherwise notify the Custodian in a form and manner acceptable to the Custodian, your Broker shall include any successor to the Broker designated by you as your agent. The Custodian will accept instructions and directions with respect to your Account from your Broker as though they were made by you personally. Your Broker may inform you regarding the investments of your Account, and transactions pertaining to your IRA Account must generally be executed through your Broker unless an automated telephone or electronic commerce service which may be available through the Custodian is used. Your Broker generally receives compensation for performing these services. You can appoint a new Broker at any time in a form and manner acceptable to and filed with the Custodian.

Eligibility.

If you are the Depositor and you have compensation, and do not exceed the income requirements explained under "Limits on Roth IRA Contributions" below you are eligible to make annual contributions to a Roth IRA even if you or your spouse are already covered by an employer-sponsored retirement plan or are more than 70½ years old. You (or your spouse) are eligible to make a conversion contribution to a Roth IRA from an IRA, other than a Roth IRA, provided that your AGI is \$100,000 or less in the year of the conversion and your filing status for your federal tax return is not married filing separately. Married individuals who live apart for the entire taxable year are eligible to make a conversion contribution(s) subject to the requirements for making a conversion contribution(s) as more fully described herein.

Compensation. Compensation refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income.

Adjusted Gross Income ("AGI"). Adjusted Gross Income ("AGI") is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining eligibility to make a Roth IRA contribution, AGI is modified to take into account any taxable benefits under the Social Security and the Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard deductions for contributions to IRAs maintained under Section 408 of the Code for the particular tax year, Code Sections 135, 137, 911 and income otherwise resulting from the conversion of an IRA maintained under Section 408 of the Code to a Roth IRA. For tax years beginning after December 31, 2004, any amount included in income as a result of a minimum required distribution from an IRA, pursuant to Sections 408(d)(6) and 401(a)(9) of the Code and related regulations, shall be excluded from AGI for purposes of determining an individual's eligibility to make a conversion contribution to a Roth IRA.

Investment of Account. The assets in your Roth IRA will be invested in accordance with instructions communicated from you (or your Authorized Agent). As with any investment, you should read any publicly available information (e.g., prospectuses, annual reports, etc.) which would enable you to make an informed investment decision. Investments you direct through your Account should take into account your overall investment portfolio, your tolerance for risk, the time frame of your investments, and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary.

If no investment instructions are received from you, or if the instructions received are, in the opinion of the Custodian, incomplete or unclear, you may be requested to provide further instructions or other information. In the absence of such instructions or information, your investment may be returned to you, may be invested in Money Market Shares, which strive to maintain a stable \$1 per share balance, or may remain uninvested pending instructions or information from you. Keep in mind that with respect to investments in regulated investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected by the Custodian.

Contributions.

Annual Contributions. If you, as Depositor, satisfy the eligibility requirements above, you may make a regular annual contribution(s) of up to \$2,000 or 100% of your compensation, whichever is less, to a Roth IRA. If you, as Depositor, are married and filing a joint tax return with your spouse, your spouse may also make a contribution to a separate Roth IRA established for his or her exclusive benefit, even if your spouse had no compensation for that year. The maximum contribution to any Roth IRA cannot exceed \$2,000 per tax year. You, as Depositor, may make annual contributions to your Roth IRA anytime up to and including the due date, not including extensions, for filing your tax return for such taxable year (generally April 15th).

Limits on Annual Roth IRA Contributions. The annual contribution limit for contributions to a Roth IRA is reduced by the amount of any contributions a Depositor makes to any other IRAs, including any Roth IRAs, but

excluding any employer contributions, including salary deferral contributions made to a SEP-IRA or a SIMPLE IRA, for the particular tax year. The amount of annual contributions may be further limited depending on the Depositor's AGI. The \$2,000 annual contribution limit for Roth IRAs is phased out for adjusted gross income of \$95,000 - \$110,000 for individuals, for adjusted gross income of \$150,000 - \$160,000 for married couples filing joint returns, and adjusted gross income of \$0 - \$10,000 for married couples filing separate returns. Contributions to a Roth IRA are nondeductible regardless of the Depositor's AGI or whether the Depositor or his or her spouse are already covered by an employer-sponsored retirement plan.

The maximum annual Roth IRA contribution is reduced proportionately for AGI that exceeds the applicable dollar amount. The applicable dollar amount for individuals is \$95,000, \$150,000 for married couples filing joint returns and \$0 for married couples filing separate returns. Married individuals filing separate returns and who have lived apart at all times during the past year are treated as individuals for purposes of determining AGI limits for contributions. To determine the amount of an annual Roth IRA contribution, Depositors may use the following calculation:

1. Subtract the applicable dollar amount specified above from your AGI. If the result is \$15,000 or more (\$10,000 or more for married couples filing joint returns), stop; you cannot make an annual Roth IRA contribution.
2. Subtract the figure in 1 above from \$15,000 (\$10,000 for married couples filing joint returns).
3. Divide the result from 2 above by \$15,000 (\$10,000 for married couples filing joint returns).
4. Multiply \$2,000 by the fraction resulting from 3 above. This is the maximum annual Roth IRA contribution per individual.

If the annual Roth IRA contribution limit is not a multiple of \$10, then it is to be rounded up to the next highest \$10 multiple. No dollar limit shall be reduced below \$200 unless such limitation is reduced to zero. The contribution to a Roth IRA for a married individual filing a separate return is phased out when AGI is between \$0 and \$10,000.

Conversion Contributions. Generally, Depositors may also contribute all or any part of a distribution from an IRA, other than a Roth IRA, including a SEP-IRA, SARSEP IRA, or SIMPLE IRA, to a Roth IRA ("conversion contribution") within 60 days or by means of a trustee-to-trustee transfer, provided the AGI requirements described under "Limits on Roth Conversion Contributions" are satisfied and the amount is otherwise eligible to be rolled over. For these purposes, the one-rollover-per-year rule does not apply. Any minimum distribution from an IRA other than a Roth IRA required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations, for the year of the conversion cannot be converted to a Roth IRA. Assets held in a SIMPLE IRA may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date the Depositor first participated in any SIMPLE IRA Plan maintained by his or her employer and as more fully described in Section 72(t)(6) of the Code. However, distributions from tax qualified plans (for example pension, profit-sharing and Keogh plans) may not be contributed directly to a Roth IRA.

You, as Depositor, will be subject to income tax on the taxable portion of any contribution. This taxable portion is the amount that would have been included in your income if you had actually taken a distribution from such IRA (the "conversion amount"). The conversion amount will not be subject to the premature distribution penalty described below. Unless the Depositor elects otherwise, for conversion contributions which occurred in 1998, the conversion amount is required to be spread ratably over a four-year period, beginning with the tax year in which the distribution is made from an IRA, other than a Roth IRA, and converted to a Roth IRA. In other words, unless otherwise elected by the Depositor, 25% of the taxable conversion amount from an IRA, other than a Roth IRA, which was converted to a Roth IRA will be added to the Depositor's income for tax years 1998, 1999, 2000, and 2001 (the "Four-year Period").

Limits on Roth Conversion Contributions. Eligibility to make a conversion from an IRA, other than a Roth IRA, to a Roth IRA is phased out for individuals and married couples filing joint returns in any calendar year in which AGI exceeds \$100,000. Married couples filing separate returns, other than married individuals who live apart from his or her spouse for the entire taxable year, are not permitted to make a conversion contribution. If the Depositor has reached age 70½, the minimum required distribution must be satisfied with respect to each IRA, other than a Roth IRA, prior to making a conversion contribution for such year. For taxable years beginning before January 1, 2005, the Depositor is required to include the amount of any minimum required distributions when determining if AGI is \$100,000 or less.

Rollover Contributions. Distributions from a Roth IRA representing all or any part of the assets in the Depositor's Roth IRA are eligible for rollover treatment. The Depositor may roll over all or any part of the proceeds from this distribution of assets, within 60 days of receipt, into the same Roth IRA, another Roth IRA, or individual retirement annuity established as a Roth IRA under Code Section 408A, and still maintain the tax-advantaged status of these assets. Distributions from tax qualified plans are not eligible for rollover into a Roth IRA. A 60-day rollover can be made from a Roth IRA once every 12 months. For distributions due to a first-time home purchase of a principal residence which does not materialize, all or any part of the amount distributed for such purpose can be returned or rolled over to a Roth IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once-every-12-months rule" mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you, as Depositor, should speak to a competent tax advisor before initiating a rollover.

General. Contributions (other than rollover, recharacterized or conversion contributions in a form and manner acceptable to the Custodian) must be made in "cash" and not "in kind." Therefore, annual contributions to a

Roth IRA cannot be made in the form of securities or other assets already owned, but such assets can be converted to cash and then contributed. The Custodian reserves the right to refuse to accept annual, rollover or conversion contributions in a form other than cash. No part of the Depositor's contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. A Depositor may make annual contributions and conversion contributions to a Roth IRA after reaching age 70½, subject to the limits described above.

Excess Contributions. Roth IRA contributions which exceed the allowable maximum per year, impermissible rollovers, and conversion contributions in any year in which a Depositor's AGI exceeds \$100,000 which remain in a Roth IRA beyond the Depositor's tax filing deadline for the year for which the contribution relates are considered excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be incurred for each year in which the excess contribution remains in the Roth IRA. If you, as Depositor, make an annual contribution to a Roth IRA in excess of your allowable maximum for any taxable year, or a conversion contribution from an IRA, other than a Roth IRA, in any year in which your AGI exceeds \$100,000 you may avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, on or before the due date, including extensions, for filing your federal tax return for that year.

The amount of the excess contribution withdrawn will not be considered a premature distribution nor be taxed as ordinary income, but any earnings withdrawn will be taxed as ordinary income and may be subject to a 10% early withdrawal penalty if the Depositor is under age 59½ and one of the exceptions to such penalty does not apply. See "Premature Distributions" below. Alternatively, excess contributions for one year may be carried forward and reported in the next year to the extent that the excess, when aggregated with any annual Roth IRA contribution for the subsequent year, does not exceed the maximum amount for that year. Excess conversion contribution amounts that remain in a Depositor's Roth IRA beyond his or her tax filing deadline are not eligible to be included in income ratably over the Four-year Period beginning in 1998 as more fully described above. The 6% excise tax will be imposed on excess contributions in each year they are not returned or applied as contributions.

Recharacterization of Contributions. The Depositor may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer of assets any contribution, including a conversion contribution, in a Roth IRA (the "Initial IRA"), to another IRA ("the Second IRA") on or before the Depositor's deadline (generally April 15) including extensions for filing the federal income tax return for the year for which the contribution to the Initial IRA relates or a later date as determined by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to the Second IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before the Depositor's tax filing deadline. The amount(s) that is recharacterized is treated as having been originally contributed to the Second IRA on the same date and for the same taxable year that the amount was contributed to the Depositor's Initial IRA.

For tax years beginning on or after January 1, 2000, Depositors may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day a recharacterization is completed back to the original IRA. Beginning January 1, 2000 and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a "failed conversion." You, as Depositor, should consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

Distributions.

General. Distributions from a Roth IRA will only be made upon the Depositor's request (or with the consent of the Custodian, the Authorized Agent's request, or following the Depositor's death, the Beneficiary's request, or the executor's, or administrator's request) in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Roth IRA without such instruction if directed to do so by a levy or court order. Distributions from a Roth IRA are not required to begin at age 70½. Distributions from a Roth IRA(s) generally will not be included in your gross income for federal income tax purposes for the year in which the distribution is received provided, however, that the distribution is made after the Five-Year Period beginning January 1 of the year for which the Depositor's first annual Roth IRA contribution is made, or, if earlier, January 1 of the year in which the Depositor's first conversion contribution is made (the "Five-Year Period" AND (i) on or after the date the Depositor attains age 59½; or (ii) after the Depositor dies or becomes disabled, or (iii) it is a qualified first-time home buyer distribution (up to a lifetime maximum of \$10,000). For purposes of determining qualified distributions, The Depositor has one Five-Year Period for all of his or her Roth IRAs for purposes of determining qualified distributions. It is your responsibility to recordkeep the Five-Year Period and determine whether a distribution qualifies as a tax free distribution.

If distributions do not meet the requirements for qualified distributions, any earnings will be includible in income to the extent of any earnings on contributions. Distributions are treated as being made first from a Depositor's aggregate annual Roth IRA contributions and if aggregate distributions exceed a Depositor's aggregate annual contributions, then from amounts converted from IRAs, other than a Roth IRA, on a first-in, first-out basis, and lastly from any earnings. Distributions allocated to converted amounts are treated as coming first from the portion of the converted amount that was required to be included in the Depositor's gross income as a result of the conversion. Only when distributions from all the Depositor's Roth IRAs exceed all annual contributions and conversion contributions to his or her Roth IRA will any earnings attributable to these contributions

be taxed. Such distributions that do not meet the requirements of qualified distributions will be taxed as ordinary income in the year received and may be subject to the 10% early withdrawal penalty.

The Depositor must accelerate the inclusion of income in the case of a distribution from a Roth IRA, prior to the expiration of the Four-year Period, of amounts attributable to conversion contributions which occurred in 1998 with respect to which the four-year income inclusion rule applied. To do so, the Depositor must include in gross income for the year in which the distribution is received the amounts otherwise includible for that year under the four-year income inclusion rule, plus the lesser of the taxable amount of the distribution, or the remaining conversion amount to which the distribution relates.

Premature Distributions. To the extent distributions are not a return of a previous Roth IRA contribution or to the extent that they are attributable to a conversion contribution and are made before the expiration of the Five-Year Period, distributions from a Roth IRA(s) made before the Depositor reaches age 59½ will be subject to a non-deductible 10% early withdrawal penalty (in addition to being taxable as ordinary income to the extent includible in income). Exceptions to this 10% early withdrawal penalty are available if the distribution is made on account of the Depositor's death or disability, or if the distribution:

- is part of a series of substantially equal periodic payments made not less frequently than annually over the Depositor's life or life expectancy or the joint life expectancies of the Depositor and the Depositor's Beneficiary,
- is for qualified medical expenses in excess of 7.5% of the Depositor's AGI,
- is to cover qualified health insurance premiums of certain unemployed individuals,
- is used to acquire a first-time principal residence for the Depositor, the Depositor's spouse, the Depositor or the Depositor's spouse's children, grandchildren, or ancestors (subject to a \$10,000 lifetime limit from all the Depositor's IRAs, including any Roth IRAs),
- is used to pay qualified higher education expenses for the Depositor, the Depositor's spouse, the Depositor's children, or grandchildren, or the children or grandchildren of the Depositor's spouse, or
- occurs after December 31, 1999, and is made on account of an IRS levy, as described in Code Section 6331

You, as Depositor, should consult with your tax advisor to see if an exception to this penalty applies before requesting any distribution prior to age 59½. You, as a Beneficiary, should also consult with a tax advisor prior to requesting any distributions after the Depositor's death.

Methods of Distribution. Assets may be distributed from the Account according to one or more of the following methods selected by the Depositor (or the Authorized Agent, or following the Depositor's death, the Beneficiary, executor, or administrator): (a) total distribution; (b) partial distribution; (c) distribution over a certain period, or (d) purchase of an annuity contract.

Distribution Upon Death of the Depositor. Upon the Depositor's death, the assets remaining in the Account will be distributed to the Beneficiary(ies) previously named by the Depositor on record with the Custodian. If the Depositor's surviving spouse is the sole Beneficiary, the Depositor's surviving spouse has the option of treating the Roth IRA as his or her own. Alternatively, the Depositor's spouse may defer taking distributions until December 31 of the year the Depositor would have turned 70½ and then receive distributions over his or her life expectancy.

If the Depositor's surviving spouse is not the sole beneficiary, the Beneficiary(ies) must deplete the Account within five (5) years of December 31 of the year of the Depositor's death, or must begin taking distributions from the Account by December 31 of the year following the year of the Depositor's death over his or her own life expectancy, reduced by one each year. If the Depositor's surviving spouse was not the sole primary Beneficiary and the four-year income inclusion rule applies, any remaining conversion amounts that have not been included in the Depositor's gross income are required to be included in the Depositor's gross income for the taxable year that includes his or her date of death. If, however, the Depositor's spouse was the sole beneficiary of all the Depositor's Roth IRAs, and the four-year spread had been elected, the surviving spouse can elect (on Form 8606 or Form 1040) to include in income the same amount that would have been ratably included in the remaining years of that Four-year Period. Such amounts will remain taxable to the Depositor, and will be reported on the Depositor's final federal income tax return. If the Beneficiary does not start taking distributions from the Account after the Depositor's death in accordance with the rules in the preceding paragraph, the Beneficiary may be subject to a penalty tax of 50% on the difference between the minimum required distribution for the tax year and the amount such Beneficiary actually received during such year.

Distribution Upon Death of the Beneficiary. In the event a Beneficiary does not predecease the Depositor, but dies before receiving his or her entire interest in the Account, any person or persons (including a trust or estate) designated by such Beneficiary as his or her successor Beneficiary may continue to receive distributions from the Account over the remaining required distribution period.

If the successor Beneficiary does not start taking distributions from the Account after the Depositor's death in accordance with the rules in the preceding paragraph, the Beneficiary may be subject to a penalty tax of 50% on the difference between the minimum required distribution for the tax year and the amount such Beneficiary actually received during such year.

Determination of Five-Year Period After Death. The Five-Year Period described above is not redetermined after the Depositor's death. Therefore, once a Roth IRA is held in the name of a Beneficiary, the Five-Year Period

will include the period the Roth IRA was held by the Depositor, unless the Depositor's surviving spouse elects to treat the Roth IRA as his or her own, and has an earlier Five-Year Period than the Depositor did.

Divorce or Legal Separation.

If all or any portion of the Depositor's Roth IRA is awarded to a former spouse or spouse pursuant to divorce or legal separation, such portion can be transferred to a Roth IRA in the receiving spouse's name. This transaction can be processed without any tax implications to the Depositor provided a written instrument executed by a court incident to the divorce or legal separation in accordance with Code Section 408(d)(6) is received by the Custodian, and specifically directs such transfer. In addition, the Custodian may also require that you, as Depositor must also provide the Custodian with a letter of instruction and account number of the Roth IRA maintained by the receiving spouse, or a Roth IRA Application executed by the receiving spouse, if a new Roth IRA will be established. The eligibility requirements described above for making contributions to such Roth IRA shall still apply.

Fees and Expenses.

Fees and other expenses of maintaining and terminating your Roth IRA Account, if any, are described in the Application or in some other manner acceptable to the Custodian and may be changed from time to time, as provided in the Custodial Agreement.

Prohibited Transactions.

If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange or leasing of any property between you and your Roth IRA) occurs during the existence of the Roth IRA, the Account will be disqualified and the entire balance in the Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. Thus, unless you would otherwise meet the requirements for a qualified distribution from your Roth IRA, this "distribution" would be subject to ordinary income tax to the extent taxable and, if the Depositor was under age 59½ at the time, such distribution would also be subject to a nondeductible 10% penalty tax on premature distributions.

If a Depositor or a Beneficiary uses or pledges all or any part of your Roth IRA as security for a loan, then the portion so pledged will be treated as if distributed, and will be taxable as ordinary income (excluding the nondeductible contributions included therein) and subject to a nondeductible 10% penalty during the year in which such a pledge is made.

The purchase of any securities on margin within a Roth IRA will result in a prohibited transaction.

Other Tax Considerations.

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. The taxable portion of the distribution is taxed to the person receiving it as ordinary income. There are no special averaging rules applicable to distributions from your Account.

Gift Tax. If you elect during your lifetime to have all or any part of your Account payable to a Beneficiary at or after your death, the election generally will not subject you to any gift tax liability, but you should consult with your tax advisor regarding estate tax consequences.

Tax Withholding. Federal income tax will be withheld from distributions you receive from a Roth IRA unless you elect not to have such tax withheld. Federal income tax will also be withheld on distributions for any IRA (other than a Roth IRA) that a Depositor wishes to convert to a Roth IRA unless the Depositor elects not to have such tax withheld. However, if Roth IRA distributions are to be delivered outside of the United States, tax withholding is mandatory, and you may not elect otherwise unless you certify to the Custodian that you are not a U.S. citizen residing overseas or a "tax avoidance expatriate" as described in Code Section 877. This tax will also be mandatory if you have not provided a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at the rate of 10%, unless a higher rate is elected by you, or if otherwise required by the Internal Revenue Code or applicable regulations. In addition, state income tax may be withheld from your Roth IRA distributions, if applicable.

Reporting for Tax Purposes. Contributions and distributions must be reported by you on such forms as the IRS may require. Contributions to a Roth IRA are not deductible on the Depositor's tax Form 1040 or 1040A for the taxable year contributed. Taxable portions of non-qualified distributions from a Roth IRA must be reported on tax Form 1040 or 1040A for the taxable year of the distribution. Other reporting will be required by you in the event that special taxes or penalties described herein are due. You, as Depositor, may also be responsible for filing IRS Form 8606 to calculate the amount includible in gross income due to conversions or distributions, and to account for any recharacterization of contributions or conversions. You must also file IRS Form 5329 (or such other form(s) as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, or a premature distribution takes place from your Roth IRA(s).

IRS Approval. The form of this Roth IRA is the model government form provided by the IRS known as Form 5305-RA. For more information on Roth IRAs, please refer to IRS Publication 590 or contact the IRS.

