Rollover IRA

Invest in your retirement today.

Leaving your current job can be challenging in any environment. For many of us, it can also be a bit overwhelming. That's why it's comforting to know that choosing a direction for your retirement plan savings can be one of the easiest steps you'll have to take. Whether you are changing jobs or beginning your retirement, a Rollover IRA may be a great way to keep your money working for you.

One account does it all

CONVENIENCE. CHOICE. COMFORT.

A Premiere Select® Rollover IRA offers a convenient vehicle in which to invest your retirement plan savings to pursue your retirement goals. This self-directed brokerage account enables you to work with your investment professional to choose from thousands of mutual funds managed by well-known companies, as well as individual securities, including stocks and bonds.

With the resources available through your investment professional, combined with the convenience and investment choices of a Premiere Select Rollover IRA, you can feel more confident that your retirement savings are on track.

CHANGING JOBS

With a change in your employment status comes the responsibility of deciding what to do with the savings in your employer-sponsored retirement plan. It may be one of the most important decisions you'll ever make, especially after taking the following into consideration:

- Your retirement plan savings may represent the largest investment you will ever manage.
- As health care advances have led to longer life spans, the retirees of tomorrow may be spending an unprecedented amount of time in retirement.
- The Social Security system is increasingly burdened by the growing number of retirees.

But where to put your retirement plan savings doesn't have to be a difficult decision. Many job changers have found that rolling over assets directly from their employer-sponsored retirement plan to a Rollover IRA is a smart choice. It offers a simple way to:

- Keep your money growing tax deferred
- Avoid paying current income taxes on the distribution
- Gain potentially greater investment flexibility
- Consolidate multiple retirement account balances into one easily manageable account

How you take your money matters most

Consider all of your retirement plan distribution options and consult your investment professional to help you make the best decision for yourself.

Four options for distributing your employer-sponsored retirement plan

1 DIRECT ROLLOVER TO A ROLLOVER IRA

A Rollover IRA allows you to move eligible rollover money from your employer's retirement plan directly into an IRA—without paying current taxes or penalties.[1] This means that you can keep more of your money invested and working for you longer, on a tax-deferred basis.

2 LEAVE THE MONEY IN YOUR FORMER EMPLOYER'S PLAN

Generally, this option is available if the plan allows it and your vested account balance in the plan is greater than $5,000. You may elect to take your money at a later date or keep the money in the plan until Normal Retirement Age. Check with your plan administrator for details.

While this may be the easiest course of action to take now, you may want to consider a few points, including that later on you may find it too restrictive. Your former employer's plan may offer limited investment options, restrict access to money, constrain the number of permitted exchanges, or charge inactive participants a fee.

3 DIRECT ROLLOVER TO YOUR NEW EMPLOYER'S PLAN

If you are changing jobs and your new employer sponsors a retirement plan that accepts rollovers, you may opt to move your eligible rollover money directly into your new employer's plan. Doing so would enable your eligible rollover money to remain invested on a tax-deferred basis. You would also avoid paying current income taxes or penalties. Before you make this decision, it's important to talk to the plan administrator at your new company, as rules and investment options vary among retirement plans.

4 TAKE A CASH DISTRIBUTION

If you decide to take your retirement distribution in a single payment (and do not subsequently roll over these assets within 60 days of receipt),* you may end up with much less money than you were expecting. That's because your distribution will be subject to:

- **20% automatic withholding**—Your employer is required by the IRS to withhold 20% of your eligible distribution for prepayment of federal income taxes.[2]
- **Additional federal income taxes**—In addition to the 20% mandatory withholding, you may owe additional federal income taxes, depending on your tax bracket.
- **Early withdrawal penalty**—If you're younger than age 59½ or have separated from service before age 55, you may owe another 10% of your distribution as an early withdrawal penalty.
- **State and local income taxes**—If applicable, you may also owe state and local income taxes on your distribution.

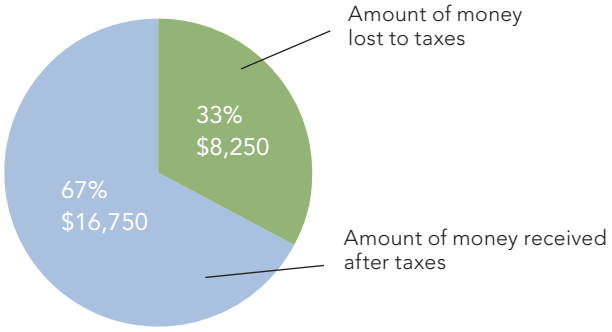
In all, these taxes and penalties could add up to as much as **43% or more of your total distribution.**

*With a cash distribution, you have the option to complete an "indirect" or 60-day rollover. If you received a distribution check made out to you from the plan, and 20% of the taxable portion was withheld for income taxes, you have the option to roll the eligible assets over to an IRA or another employer plan that permits rollovers. To do this, you need to replace the 20% that was withheld with money from another source—within 60 days of receiving the distribution. If you do, the 20% that was withheld is credited toward your income tax liability when you file your tax return. However, if you don't have the cash to make up the 20% withheld, the IRS will consider that 20% as a distribution, making it subject to taxes and a possible 10% early withdrawal penalty if you are under age 59½.

Protection of your retirement assets from creditors may also be an important consideration for you. The rules vary, depending on the account type(s) holding your assets. You may want to discuss this with your investment professional and/or your legal advisor before initiating a rollover or distribution.

KNOW THE TAX CONSEQUENCES

The pie chart to the right illustrates the amount of money potentially lost to taxes from a $25,000 retirement distribution taken in a single payment. However, if you choose a direct rollover option, 100% of your money can remain invested and continue working for you.



This chart assumes a 33% federal income tax rate. Any applicable state and local taxes have not been included. The chart also assumes that the investor was at least 59½ years of age at the time of lump-sum distribution. Investors who are younger than age 59½ or have separated from service before age 55 may owe another 10% of their distribution to the IRS as an early withdrawal penalty.

SIZING UP YOUR OPTIONS

FEATURES	ROLLOVER IRA	FORMER EMPLOYER'S PLAN	NEW EMPLOYER'S PLAN	TAKE THE MONEY NOW
Preserve retirement savings	yes	yes	yes	no
Avoid current taxation and IRS early withdrawal penalties	yes*	yes*	yes*	no
Earnings grow tax deferred	yes	yes	yes	no
Offers investment flexibility	yes	may be limited	may be limited	yes
Available to all employees	yes	yes†	yes‡	yes
Can add more eligible money later	yes	no	yes‡	n/a

*Assumes eligible rollover distribution is directly rolled over.

†If permitted under the plan and generally if your account balance is $5,000 or more.

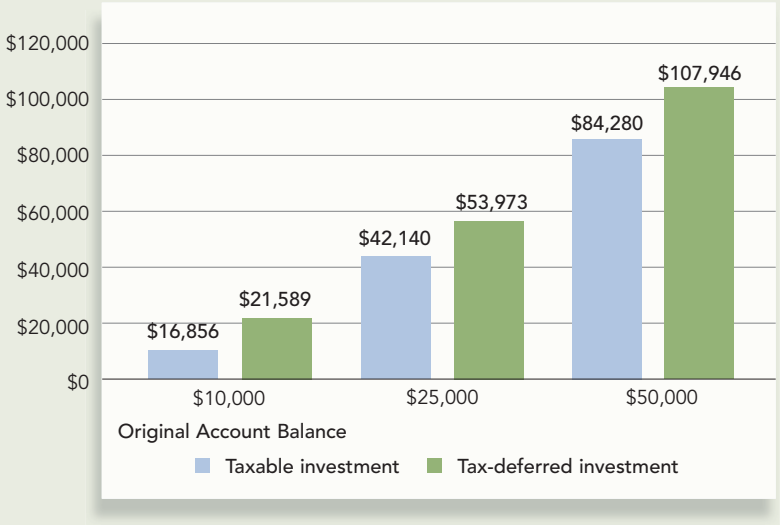
‡Subject to the eligibility rules of your new employer's plan.

Where you put your money is key

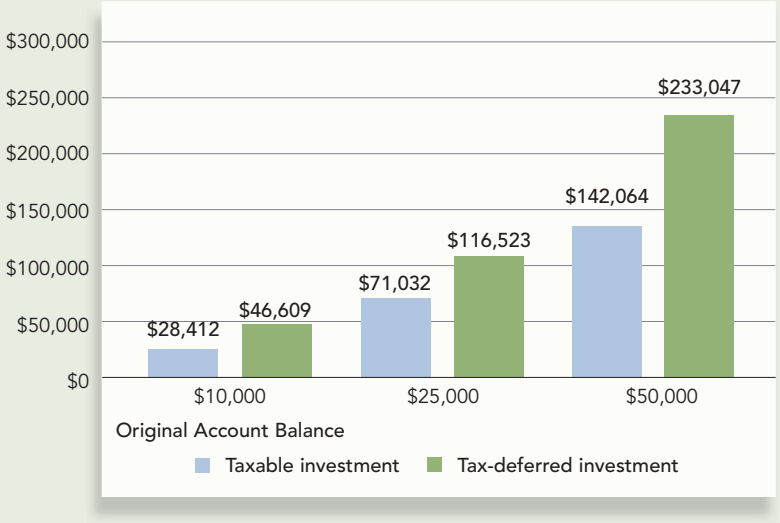
TAKE A LESS TAXING ROUTE TO RETIREMENT

Keeping your money invested can be a smart route to financial security. Your retirement plan balance may not appear that large today. However, if you decide to reinvest your money in a tax-deferred account, such as a Premiere Select Rollover IRA, you may be surprised at how that amount can potentially grow over time, thanks to the power of tax-deferred compounding.

VALUE IN 10 YEARS WITH ASSUMED 8% AVERAGE ANNUAL RATE OF RETURN



VALUE IN 20 YEARS WITH ASSUMED 8% AVERAGE ANNUAL RATE OF RETURN



Initial taxable investment does not take into account any taxes or penalties that may have been due. Earnings from the taxable investment are taxed annually. Charts assume an 8% average annual rate of return, reinvestment of all earnings, and a 33% federal income tax rate. The hypothetical examples in these charts reflect a single (lump-sum) distribution from the tax-deferred Rollover IRA investment at the end of each designated time period. Assumes that the investor was at least age 59½ at the time of withdrawal. If, instead, at the end of each period you withdrew the Rollover IRA balance systematically over time, you could further extend the benefits of tax deferral. This illustrates a hypothetical investment and is not indicative of the performance of any fund or retirement investment. Your own investment results will vary.

THE POWER OF TAX-DEFERRED COMPOUNDING

Compare the two charts to the left, which depict the difference in value of simplified, hypothetical account balances of $10,000, $25,000, and $50,000, over 10-year and 20-year time horizons. The account balances were directly rolled over to a tax-deferred account—such as a Rollover IRA—compared with taking a lump-sum distribution and investing the balance in a taxable account.

Preserving your money for the future

MAKE THE MOST OF YOUR RETIREMENT SAVINGS

Keeping your money working for you in retirement, while at the same time having the flexibility to draw upon this money for income purposes, can help you make the most of your retirement assets. If you decide to reinvest your money in a tax-deferred vehicle, such as a Premiere Select Rollover IRA, you may be surprised at how that amount can potentially grow over time, thanks to the power of tax-deferred compounding.

Consider the hypothetical example below, which depicts the growth potential of a $200,000 investment directly rolled over to a Rollover IRA by a 62-year-old retiree while taking distributions. Even after withdrawing $15,000 each year for 20 years, the balance remains at $89,643 at the end of this 20-year period.

INCOME WHEN YOU NEED IT

If you need to draw on your retirement savings for income, yet want to keep the balance invested on a tax-deferred basis, you may find that a Rollover IRA offers you the most flexibility.

KEEPING IT IN THE FAMILY

Certain tax-deferred vehicles, such as a Premiere Select Rollover IRA, are valuable tools that can help you transfer assets from one generation to another. You may do this in one of two ways—through the strategic use of beneficiary designations for your Rollover IRA account or by converting part or all of your Premiere Select Rollover IRA to a Roth IRA.

VALUE OF A TAX-DEFERRED RETIREMENT ACCOUNT OVER 20 YEARS WITH $15,000 ANNUAL DISTRIBUTIONS

This chart assumes beginning balance of $200,000 at a 6% annual rate of return with annual distributions of $15,000. Annual distributions of $15,000 do not reflect any current taxes or penalties. Federal (and possibly state and local) taxes will be assessed on the distribution based on your tax bracket and the tax regulations in effect at the time each distribution is made. The chart illustrates a hypothetical investment and is not indicative of the performance of any fund or retirement investment. Your own investment results will vary.

HOW BENEFICIARY DESIGNATIONS CAN HELP

After your death, your beneficiaries can gain more from your IRA—if you've structured your beneficiary designations in a way that allows them to take advantage of the features of the Required Minimum Distribution (RMD) rules, which generally allow beneficiaries to take money from their Inherited IRA over their life expectancy.

Your beneficiaries' ability to withdraw the money from an Inherited IRA over their life expectancy may result in a lower RMD than if based on the decedent's life expectancy, and as a result may keep their assets invested for a longer period of time.

ANOTHER OPTION: THE ROTH IRA[3]

You may instead prefer to convert part or all of your Rollover IRA or eligible employer-sponsored retirement plan assets to a Roth IRA.

The conversion to a Roth IRA may produce a sizeable tax obligation initially, since the converted amount is subject to income taxes at the time of the conversion. However, with a Roth IRA, there are no RMDs at age 70½. In general, the benefits of a Roth IRA for estate planning purposes can be traced to the following factors:

- Assets are included in the value of an estate, but unlike the beneficiary of a Rollover IRA, distributions to a Roth IRA beneficiary are not subject to personal federal income taxes, provided certain conditions are met.
- The original owner of a Roth IRA can continue to contribute to a Roth IRA, even after age 70½, as long as he or she earns compensation and meets AGI limits.

Proper planning can make the difference

PLANNING TOGETHER

A Premiere Select Rollover IRA lets you choose from a variety of convenient ways to withdraw your money when you need it.[4] You may make partial distributions at any time, or you may structure regular, automatic distributions from your IRA. You may choose both the amount and frequency that meet your needs.

The IRS requires that you begin taking annual RMDs from your IRA when you reach age 70½. The Premiere Select Rollover IRA provides automatic distribution services to help you meet these requirements. And, if you don't need to use the money from these distributions, it can be automatically reinvested in nonretirement accounts you've selected. Please consult your investment professional for details.

The support you need

NO NEED TO GO IT ALONE

Your investment professional can help you as you make decisions about how and where to invest your retirement plan distribution. He or she can help you identify your financial goals and tolerance for risk, and work with you to develop a plan to help you meet your goals.

IT MAY BE TIME FOR YOUR NEXT REVIEW

Making a career move or stepping into retirement may be a good time to reassess your retirement investments. Ask your investment professional to help you review your overall investment plan to make sure it's still on track to help you reach your retirement goals.

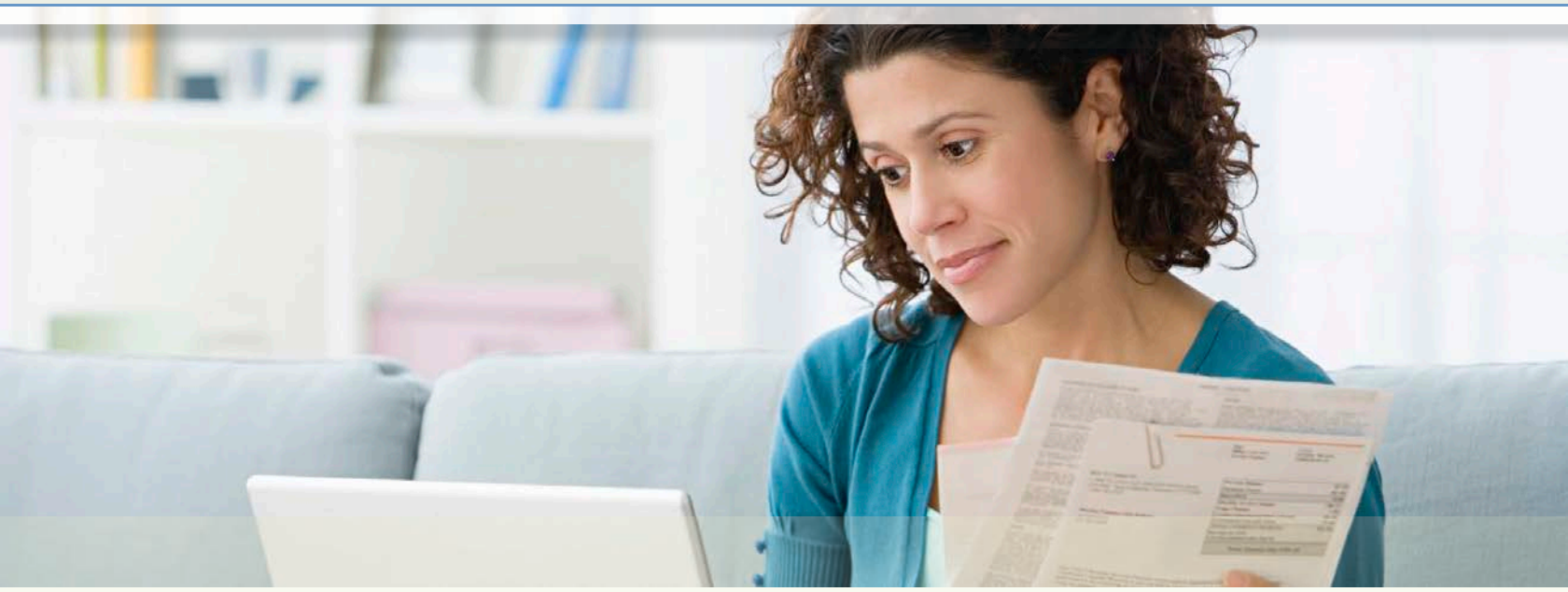
CONSIDER A PREMIERE SELECT ROLLOVER IRA

Whether you are changing jobs or entering retirement, a Premiere Select Rollover IRA offers the flexibility you may be looking for.

Whatever type of investor you are—conservative, aggressive, or somewhere in between—a Premiere Select Rollover IRA is designed to accommodate your investment needs. Through the brokerage account, you and your investment professional can review investments for your retirement savings from a wide array of share class alternatives of mutual funds, plus thousands of individual securities.

A Premiere Select Rollover IRA lets you choose from a variety of convenient ways to withdraw your money when you need it.

Take the next steps



Now that you have a better understanding of a Rollover IRA and several of the other most commonly available distribution options from an employer-sponsored retirement plan, you are well on your way to making a sound decision. If you will be initiating a distribution in order to establish a Rollover IRA from your employer's plan, the steps below are intended to help guide you through the process.

STEP 1

If you choose to directly roll over your retirement distribution, consider a direct rollover to a Premiere Select Rollover IRA.

STEP 2

After consulting your investment professional, request a direct rollover from your employer-sponsored retirement plan to a Premiere Select Rollover IRA.

STEP 3

To establish a Premiere Select Rollover IRA, complete the IRA Application and return it to your investment professional. Once you know your Premiere Select Rollover IRA account number, have your former employer's plan make the check payable to National Financial Services LLC.* It is also a good idea to follow up with your employer to make sure your distribution request has been processed and to confirm the time frame for completion.

STEP 4

If you have money remaining in any other retirement plans, now may be a good time to consult your investment professional about consolidating your eligible money into a Premiere Select Rollover IRA.

*National Financial Services LLC acts as agent for Fidelity Management Trust Company, the IRA Custodian.

Contact your investment professional to learn more about managing your Rollover IRA.

<Affix your broker-dealer member name and information here.>

Premiere Select is a registered service mark of FMR LLC.

Your broker-dealer is an independent company and is not affiliated with National Financial Services LLC.

Portions © 2013 FMR LLC. All rights reserved. Used by permission.

[1]Distribution amounts eligible for rollover are generally all pretax contributions (contributions made to your plan that have not yet been taxed) and any investment earnings, both on pretax and any after-tax contributions. You may roll over after-tax contributions (contributions made to your plan that have been taxed). After-tax money in an IRA, including after-tax money rolled in from a 403(b) or governmental 457(b) plan, cannot be rolled from the IRA to a 403(b) or governmental 457(b) plan.

[2]This withholding percentage applies to the eligible portion of your distribution that is not directly rolled over to an IRA or another employer-sponsored plan.

[3]Assets in a Roth IRA may not be rolled into a 403(b) or governmental 457(b) plan.

[4]Distributions from your Rollover IRA are subject to federal income taxes, and any distribution made prior to age 59½ may be subject to a 10% early withdrawal penalty.

447031.9.0

1.726625.114
1213

Premiere Select® IRA

Application Instructions

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

USA PATRIOT Act Notice: To help the government fight the funding of terrorism and money laundering, federal law and contractual obligations between your Broker/Dealer and us require us to obtain your name, date of birth, address and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Additional documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted if we or your Broker/Dealer cannot obtain and verify this information. We or your Broker/Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Your Broker/Dealer will provide the **IRA Account Number.**

1. Registration/IRA Type

Choose the **IRA type** you wish to establish. Be sure to indicate only one IRA type (Traditional, Roth, Rollover, SEP-IRA, IRA Beneficiary Distribution Account (IRA BDA), or Roth IRA Beneficiary Distribution Account (Roth IRA BDA). The Premiere Select Traditional, Rollover, SEP-IRA and IRA BDA 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 and Roth IRA BDA 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.

- If you are establishing a Premiere Select IRA for a minor, check the box to indicate that the account owner is a minor.
- If you are directly rolling over inherited assets from an employer-sponsored retirement plan to an IRA BDA for the benefit of a qualified Trust, check the appropriate box to certify that you are the Trustee of the Trust and the Trust is a qualifying non-spouse beneficiary for the purpose of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly roll assets from an employer-sponsored retirement plan to an IRA BDA. Consult your tax advisor with any questions regarding this election.

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 of Assets" as the Type of Contribution in Section 7 of the Application. See the instructions for Section 7 below for more information on a **Transfer of Assets.**
- 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. If you want to **fully** convert the Premiere Select IRA, 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 7 of the Application. Upon the full conversion of the assets from the Premiere Select IRA to the Premiere Select Roth IRA, the Premiere Select IRA will be closed. See the instructions for Section 7 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 non-deductible annual contributions, that are not eligible to be rolled into an employer-sponsored plan in the future.

2. IRA Owner

Complete this entire section by providing your Personal Information and your Employer Information and Affiliations. If any information is missing from this section of the Application, the IRA **cannot** be established. 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).

If you are establishing an IRA BDA or Roth IRA BDA (together with IRA BDA hereafter referred to as "IRA BDA"), provide information for the beneficiary who has inherited the IRA and also complete Section 3.

If the account owner is a minor:

- Provide the minor's name and write the word "Minor" after his or her name.
- Provide the minor's Social Security number, date of birth, and address information.
- In Section 4, you must provide the required information for the UGMA/UTMA Custodian authorized to act on behalf of the minor.

3. IRA Beneficiary Distribution Account Information

Complete this section ONLY if you are establishing an IRA/Roth IRA Beneficiary Distribution Account (IRA BDA). Provide the Original Depositor Information and indicate how the IRA BDA is being funded. You must also indicate the type of IRA BDA registration that is being established. If the IRA BDA is being established for an entity or a trust, provide the entity and trust information in the space provided. **Note the additional paperwork requirements listed in this section of the application for each type of IRA BDA being established. Consult your investment representative if you have any questions.**

4. Custodian or Additional Authorized Individual/Trustee Information

Complete this section to provide information for the Custodian of a minor named in Section 2 OR to provide Authorized Individual/Trustee information for an IRA BDA that is in addition to an Authorized Individual/Trustee named in Section 2. If there are more than two Authorized Individuals/Trustees, attach a separate piece of paper with their names and required information along with a signature for each.

5. Suitability

The financial information you provide in this section will help your investment representative to determine the suitability of the investment(s) you wish to make. Complete all sections.

6. Account Characteristics

- Indicate how you would like the dividends, interest, and capital gains earnings on your IRA to be handled.
- Indicate the name and applicable symbol of the core account investment vehicle you have selected to hold assets of your IRA pending other investment instructions. Consult with your Broker/Dealer for a list of available core account investment vehicles and their symbols.

- Ensure that you have read the money market mutual fund prospectus or bank sweep disclosure document as applicable, before making a decision on the appropriate core account investment vehicle. Indicating no choice will be considered your authorization for your Broker/Dealer to use your Broker/Dealer's default option as the core account investment vehicle. In either case your Broker/Dealer will have provided the prospectus for the specific mutual fund or the disclosure document for the bank sweep product that will describe the product in detail. Core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. Your Broker/Dealer may not have considered these differences when deciding to make this core account investment vehicle available to you.
- **Options Agreement** — Before your account can be approved for options trading, you must submit an Options Application, which is available from your investment representative. Note that Premiere Select IRA accounts are only eligible for certain options trading. For more information, consult your investment representative.
- **eDelivery** — Paper delivery of account statements, trade confirmations and/or eligible letters can be suppressed and a reminder delivered to you electronically when they are ready to be viewed online. Select this option to indicate your interest in this optional feature. A follow-up email will be sent to you with instructions on how to complete the enrollment process online.

7. IRA Contribution Information — not applicable to IRA BDAs

Indicate the type of contribution you are making to your IRA. For more information on contribution limits, 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, 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. 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.

SEP Employer Contribution — Check this box if you are establishing this IRA to receive employer SEP-IRA contributions. The IRA type that you choose in Section 1 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 representative can provide you with a Premiere Select SEP Kit, which includes the Form.

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. 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.** 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. 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 IRA rollover per 12-month period. IRA includes Traditional, Roth, Rollover, SEP, and SIMPLE IRAs.

Note

- 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 ineligible assets to an IRA from an employer-sponsored retirement plan and/or you subsequently make non-deductible annual IRA contributions to the same account, you may 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.
- **Qualified Rollover Contribution from an Eligible Employer Sponsored Retirement Plan** — Check this box if you are rolling assets directly from an eligible employer-sponsored retirement plan to your Premiere Select Roth IRA.

Effective 2008, distributions from eligible employer-sponsored retirement plans, including 403(b) plans and governmental 457(b) plans, may be rolled over directly to a Roth IRA, subject to the same conversion rules that apply to rollovers from a Traditional IRA to a Roth IRA. A direct rollover occurs when a distribution from an eligible employer-sponsored retirement plan is made payable directly to NFS as agent for FMTC, the Custodian of your Premiere Select Roth IRA. Be sure to provide your employer with your Premiere Select Roth 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.** Also instruct your employer to include your Premiere Select Roth IRA account number and your Social Security number on the check.

Transfer of Assets — 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 in Section 1 of the Application must be the same IRA type that you are transferring. You must also complete the **Transfer of Assets Form,** which can be obtained from your investment representative. 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.) 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 Premiere Select IRA account number on the check.

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.

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

- **Transfer of Assets** form, which can be obtained from your investment representative.
- **Premiere Select Roth IRA Conversion** form, included in this kit.

Future Contributions

- Annual IRA contributions can be made by check. 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 **Periodic Investments** 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.**
- 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. Annual maintenance fees may be paid by separate check or may be deducted from your account. Termination fees cannot be paid by separate check. See the Customer Agreement for a complete listing of fees.

8. IRA Beneficiary/Successor Beneficiary Designation — not applicable to IRAs for minors

You (except minors) may designate one or more beneficiaries to receive the value of your account upon your death. If you choose to designate a beneficiary, complete this section. If you do not designate a beneficiary, and if you are establishing a Premiere Select Traditional, Roth, Rollover, or SEP IRA, and you are not a minor, then your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate. If you do not designate a beneficiary and you are establishing an IRA BDA or you are a minor, your beneficiary will be your estate.

You (except minors) may also designate (or change) a beneficiary in the future by completing a Premiere Select IRA Beneficiary Designation form.

IMPORTANT NOTE: The designation of a beneficiary on an IRA can have important financial and tax consequences. Consult your investment representative and/or tax advisor to discuss which beneficiary option is best for your personal situation.

Important information regarding complex/customized beneficiary designations:

Subject to the requirements outlined below, if you wish to make a beneficiary designation for your IRAs that is more complex than what can be provided on the Application or on a Premiere Select IRA Beneficiary or Successor Beneficiary Designation Form, you may attach a customized beneficiary designation to the Application. Consult with your attorney and/or tax advisor for assistance in determining a customized beneficiary designation that is appropriate for you. To be eligible to make a customized beneficiary designation, you must have at least $100,000 in assets at NFS (includes retirement and non-retirement brokerage and mutual fund assets at NFS). When considering eligibility, your accounts and your spouse's accounts can be combined for the purpose of meeting the minimum balance requirement.

- The beneficiary designation must clearly reference your Premiere Select IRAs, including your account number and your Social Security number, and must be signed by you.
- The beneficiary designation must clearly state the name, birth date, Social Security number, and relationship of the beneficiary(ies). In addition, the designation must clearly state the percentage (or amount) of the assets the beneficiary is entitled to receive upon your death.
- If the designation is not specific as to the identity of any beneficiary or the percentage (or amount) each beneficiary is entitled to receive, the designation must clearly state who/what entity will provide the Custodian with written directions as to the identity of, and/or the percentage (or amounts) of, assets the beneficiary is entitled to upon your death.
- The beneficiary designation must contain language indemnifying and holding harmless FMTC and NFS (and their affiliates, successors and employees) from any loss or liability arising from the distribution of assets pursuant to the designation.
- If you request and receive approval for a customized beneficiary designation, you are responsible for calculating your Required Minimum Distributions (RMD) each year if the RMD calculation is based on joint life expectancy.

9. Signatures and Dates

Before signing the Application, 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 9, you are agreeing to be bound by the terms and conditions contained in the above mentioned documents. Also print the current date neatly in block letters in the space provided.

If the account owner is a minor and for certain IRA BDAs, the UGMA/UTMA Custodian in Section 4 or the Trustee(s)/Authorized Individual(s) named in Section 2 and 4 of the Application must sign in his/her capacity on the signature line.

Your Broker/Dealer must also sign in this section.

Premiere Select Retirement Account Customer Agreement

Read the **Customer Agreement** carefully. By signing 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; detach it from the rest of the Application prior to submitting the Application to your investment representative.

Clear Form

FOR BRANCH USE ONLY		
Branch Prefix	Account Number	
RR	RR2	Agency
Are owners employees of your B/D? ☐ No ☐ Yes		
Is this a managed account? ☐ No ☐ Yes		

NFS, FAD: F

Premiere Select® IRA Application

Use this application to establish a Premiere Select Traditional, Roth, Rollover or SEP IRA or IRA Beneficiary Distribution Account (BDA) or Roth IRA BDA, referred to as "IRA" or "account," with your Broker/Dealer to be held at National Financial Services LLC ("NFS"). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

1. Registration/IRA Type

Check one.

IRA

☐ Traditional ☐ Rollover
☐ Roth ☐ SEP

IRA BDA*

☐ IRA Beneficiary Distribution Account (IRA BDA)
☐ Roth IRA Beneficiary Distribution Account (Roth IRA BDA)

Section 3 must be completed for IRA BDA Accounts.

Check as applicable.

☐ The IRA owner is a minor. **Provide minor's information in Section 2 and the UGMA/UTMA custodian's information in Section 4.**

☐ The IRA owner has a court-appointed guardian or conservator. **Provide IRA owner's information in Section 2 and the guardian/conservator information in Section 4.**

☐ * Check here if you are directly rolling over inherited assets from an employer-sponsored retirement plan to an IRA BDA for the benefit of a qualified trust. By checking this box, you certify that you are the trustee and that the trust is a qualifying non-spouse beneficiary for the purpose of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly roll assets from an employer-sponsored retirement plan to an IRA BDA. Consult your tax advisor with any questions regarding this election.

2. IRA Owner

If this is a BDA for a non-individual, the authorized individual's information must be provided here. Section 4 must also be completed for IRAs for minors and for BDAs with multiple authorized individuals.

Personal Information

Provide personal information for the IRA or BDA owner.

Full Legal Name *First, M.I., Last*		
Date of Birth *MM DD YYYY*	Email	
Daytime Phone	Evening Phone	

Check all that apply and provide information. ▶ ☐ Single/Divorced/Widowed ☐ Married # of Dependents

Country of Citizenship		Country of Tax Residency	
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Type of Government-Issued ID	ID Number
State/Country of ID Issuance	ID Issuance Date	ID Expiration Date	

Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

continued on next page

2. IRA Owner *continued*

Mailing Address

☐ Same as Legal Address

Complete only if different from Legal Address above.

Address Line 1		Address Line 2	
City	**State/Province**	**Zip/Postal Code**	**Country**

Employer Information and Affiliations

Check one. ☐ Employed ☐ Retired ☐ Not Employed

Provide Income Source if retired or not employed.

Occupation	Income Source	Employer Name	
Address Line 1		**Address Line 2**	
City	**State/Province**	**Zip/Postal Code**	**Country**

Check all that apply and provide information.

☐ You are, or an immediate family/household member is, a senior foreign political figure.

☐ You are, or an immediate family/household member is, a control person or affiliate of a publicly traded company under SEC Rule 144. *This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.*

Company Name	CUSIP or Symbol

☐ You are affiliated with, or employed by, a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer. *If yes, provide name of entity.*

☐ Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		**Address Line 2**	
City	**State/Province**	**Zip/Postal Code**	**Country**

3. IRA Beneficiary Distribution Account Information *Only required for IRA BDA and Roth IRA BDA accounts.*

Original Depositor Information

Full Legal Name *First, M.I., Last*			
☐ SSN ☐ TIN	**Social Security/Taxpayer ID Number**	**Date of Birth** *MM DD YYYY*	**Date of Death** *MM DD YYYY*

Note: *The original depositor is the initial/first owner of the IRA. If you inherited this IRA from a previous beneficiary, do not provide that beneficiary's information; provide the initial owner's information here.*

Funding Instructions

Note: Upon transfer of assets to multiple beneficiaries, all residual income paid to the decedent's IRA and any fractional shares that cannot be divided equally among the beneficiaries will be systematically allocated to the beneficiary receiving the largest share proportion of the IRA assets. If the IRA is transferred evenly, or at different intervals, the income and/or fractional shares will be systematically allocated to the last beneficiary paid.

Check one. ☐ Transfer from an existing Premiere Select IRA or Premiere Select IRA BDA *Include a copy of the decedent's death certificate.*

Decedent's Premiere Select IRA or IRA BDA Account Number

continued on next page

3. IRA Beneficiary Distribution Account Information *continued*

☐ Transfer from an IRA BDA currently held at another institution *A Transfer of Assets form must also be completed.*

Type of Inherited IRA

☐ IRA BDA

☐ Roth IRA BDA

☐ Direct rollover from an inherited employer-sponsored retirement plan held at another institution

☐ Direct rollover from an inherited Premiere Select Retirement Plan ("PSRP") account:

PSRP BDA Account Number

Type of IRA BDA Account *Check one.*

☐ Spouse

☐ Non-Spouse Individual

Complete Section 2.

☐ Custodian

☐ Guardian/Conservator

Provide owner's information in Section 2 and custodian/guardian/conservator information in Section 4.

- *For a minor's IRA that is being funded from an existing Premiere Select IRA/IRA BDA, include a copy of the birth certificate naming the parent (custodian) or a court order naming the guardian.*
- *For a guardian/conservator, include a court appointment (dated within 90 days) naming the guardian.*

☐ Estate

Provide estate representative's information in Section 2 and complete Estate/Entity/Trust section below.

- *Include a court appointment (dated within 90 days) naming the representative of the estate.*
- *For multiple representatives of an estate, each will be authorized to act severally or individually and NFS will follow instructions of one estate representative independent of all others including the delivery of assets to an estate representative personally unless the court appointment indicates otherwise.*

☐ Entity

☐ Trust

Provide authorized individual or trustee information in Section 2 and complete Estate/Entity/Trust section below.

- *For entities, include a Corporate Resolution or a notarized Resolution of Unincorporated Business, as applicable.*
- *For trusts, include a completed Trustee Certification of Investment Powers form.*

Estate/Entity/Trust Information

*Complete this section **ONLY** if you have checked either the Estate, Entity or Trust check box in "Type of IRA BDA Account" above.*

Estate/Entity/Trust Name		
Taxpayer ID Number	Trust Date *required for trusts*	State/Country

4. Custodian/Guardian/Conservator or Additional Authorized Individual/Trustee Information

Complete this section to provide information for the custodian of a minor or the guardian or conservator of the IRA owner named in Section 2 OR to provide authorized individual/trustee information for an IRA BDA that is in addition to an authorized individual/trustee named in Section 2. If there are more than two authorized individuals/trustees, attach a separate piece of paper with their names and required information along with a signature for each.

Personal Information

Provide personal information on the primary individual associated with this account.

Full Legal Name *First, M.I., Last*	
Date of Birth *MM DD YYYY*	Email
Daytime Phone	Evening Phone

Check all that apply. ▶ ☐ Single/Divorced/Widowed ☐ Married ☐ Dependents No. of Dependents

continued on next page

4. Custodian/Guardian/Conservator or Additional Authorized Individual/Trustee Information *continued*

Country of Citizenship		Country of Tax Residency	
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Type of Government-Issued ID	ID Number
State/Country of ID Issuance	ID Issuance Date	ID Expiration Date	

Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Mailing Address

☐ Same as Legal Address

Complete only if different from Legal Address above.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Employer Information and Affiliations

Check one.

☐ Employed ☐ Retired ☐ Not Employed

Provide Income Source if retired or not employed.

Occupation	Income Source	Employer Name

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Check all that apply and provide information.

☐ You are, or an immediate family/household member is, a senior foreign political figure.

☐ You are, or an immediate family/household member is, a control person or affiliate of a publicly traded company under SEC Rule 144. *This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.*

Company Name	CUSIP or Symbol

☐ You are affiliated with, or employed by, a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer. *If yes, provide name of entity.*

☐ Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

5. Suitability

Financial Position *Choose the range that best describes your situation or provide the dollar amount.*

Annual Income
From all sources

- ☐ $0–$25,000
- ☐ $25,000–$50,000
- ☐ $50,000–$100,000
- ☐ Over $100,000

$_____

Estimated Net Worth
Excluding primary residence

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$500,000
- ☐ Over $500,000

$_____

Investable/Liquid Assets
Including cash and securities

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$500,000
- ☐ Over $500,000

$_____

Federal Tax Bracket

- ☐ 0%–15%
- ☐ 25%–27½%
- ☐ Over 27½%

Account Funding Source
Check all that apply.

- ☐ Asset appreciation
- ☐ Business revenue
- ☐ Inheritance
- ☐ Legal/insurance settlement
- ☐ Sale of assets
- ☐ Savings from earnings
- ☐ Other:_____

Annual Expenses
Recurring

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$250,000
- ☐ $250,000–$500,000
- ☐ Over $500,000

$_____

Special Expenses
Future and non-recurring

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$250,000
- ☐ Over $250,000

$_____

Timeframe
Required for Special Expenses

- ☐ Within 2 years
- ☐ 3–5 years
- ☐ 6–10 years

Investment Profile

Investment Purpose

- ☐ Save for education
- ☐ Save for retirement
- ☐ Save for short-term goal(s)
- ☐ Generate income
- ☐ Accumulate wealth
- ☐ Preserve wealth
- ☐ Market speculation
- ☐ Other: _____

Investment Objectives

Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives. Select only the applicable objectives (consult with your investment professional for more information).

- ____ Preservation of capital
- ____ Income
- ____ Capital appreciation
- ____ Speculation
- ____ Trading profits
- ____ Growth and Income
- ____ Other: _____

Risk Tolerance

- ☐ Conservative
- ☐ Moderately Conservative
- ☐ Moderate
- ☐ Moderately Aggressive
- ☐ Aggressive
- ☐ Combination: _____

Investment Time Horizon

- ☐ Near Term
- ☐ Very Short
- ☐ Short
- ☐ Intermediate
- ☐ Long
- ☐ Combination: _____

General Investment Knowledge

- ☐ Limited
- ☐ Good
- ☐ Extensive

Product Knowledge

Investment Product Knowledge

Check either None, Limited, Good, or Extensive based on your knowledge of the following, **OR** provide your number of years of experience:

	None	Limited	Good	Extensive	OR	Number of Years	Transactions per Year		
Stocks	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Bonds	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Short Term	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Mutual Funds	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Options	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Limited Partnerships	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Variable Contracts	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Futures	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Annuities	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Alternative Investments	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Margin	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Foreign Currency	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Foreign Securities	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Life Insurance	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	
Other	☐	☐	☐	☐		☐ 0–5	☐ 6–15	☐ Over 15	

continued on next page

5. Suitability *continued*

Additional Suitability Information

Decision-Making Experience

Check all that apply:

I consult with my broker.	☐ Yes	☐ No
I make my own decisions.	☐ Yes	☐ No
I consult with my family/friends.	☐ Yes	☐ No

Additional Information

Assets Held Away – Provide total value of assets held away and percentages for each type of asset. Total of all percentages must equal 100%.

Total value of assets held away:	Stocks	Mutual Funds	Variable Contracts	Alternative Investments
$	%	%	%	%
	Bonds	**Options**	**Security Futures**	**Foreign Currency**
	%	%	%	%
	Short Term	**Limited Partnerships**	**Annuities**	**Foreign Security**
	%	%	%	%
		Life Insurance	**Other**	**Other** *explain*
		%	%	

6. Account Characteristics

Dividend, Interest, Capital Gains Instructions *Check one.*

☐ Reinvest all mutual fund dividends and capital gains; pay dividends and interest from all eligible securities in cash and credit the core account investment vehicle.

☐ Reinvest all mutual fund dividends and capital gains; reinvest dividends and interest from all eligible securities.

☐ Pay all mutual fund dividends and capital gains in cash and credit the core account investment vehicle; reinvest dividends and interest from all eligible securities.

☐ Pay all mutual fund dividends and capital gains in cash; pay dividends and interest from all eligible securities in cash; credit the core account investment vehicle.

Core Account Investment Vehicle

Consult your Broker/Dealer for a list of available core account investment vehicles. If you are or become a non-U.S. customer, your options may become limited. Indicating no choice will be considered your authorization for your Broker/Dealer to use its default option as the core account investment vehicle. Unless you are a non-U.S. customer, this will either be a specific money market mutual fund, in which event your Broker/Dealer will have provided the prospectus for that fund, or a bank sweep product, in which event your Broker/Dealer will have provided a disclosure document describing that product in detail. You authorize your Broker/Dealer to change the investment vehicle for your core account at its discretion. Ensure that you have read the money market mutual fund prospectus or bank sweep disclosure document, as applicable, before making a decision on the appropriate core account investment vehicle selection.

Investment Vehicle Name	Investment Vehicle Symbol

Duplicate Information

Completing this section will be considered your request to your Broker/Dealer to instruct NFS to send the type(s) of duplicate documents you have selected, to the party or parties indicated below. If you designated an authorized individual in Section 4, you may complete this section in order to send duplicate documents to them. Attach an additional sheet if necessary.

Check all that apply. ☐ Trade Confirmations ☐ Statements

Name			
Address			
City	**State/Province**	**Zip/Postal Code**	**Country**

continued on next page

6. Account Characteristics *continued*

Options Agreement *You must qualify to add this feature to your account.*

☐ Check the box to indicate your interest in trading options for your Premiere Select IRA. Note that Premiere Select IRAs are only eligible for certain types of options trading. *Consult your Broker/Dealer for availability and eligibility and to obtain the appropriate application to apply for this feature.*

eDelivery

☐ Paper delivery of account statements, trade confirmations and/or eligible letters can be suppressed and a reminder delivered to you electronically when they are ready to be viewed online. Selecting this option indicates your interest in this optional feature. A follow-up email will be sent to you with instructions on how to complete the enrollment process.

7. IRA Contribution Information

This section does not apply to IRA BDA accounts.

Choose one type of Contribution.

☐ Annual — Annual Contribution $. — Tax Year *YYYY*

☐ SEP Employer Contribution

☐ Rollover

☐ Transfer of Assets *Transfer of Assets form required.*

☐ Roth Conversion *Indicate converting account number. Premiere Select Roth IRA Conversion form required.*

Account Number

8. IRA Beneficiary/Successor Beneficiary Designation

NOT Applicable to IRAs for minors.

- 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 designations.
- If more than one beneficiary is named and no share percentages are indicated, payment shall be made to your primary beneficiary(ies) who survives you in equal shares. If a percentage is indicated and a primary beneficiary(ies) does not survive you, unless you have checked the per stirpes box, the percentage of that beneficiary's(ies') designated shares shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of your death, payment shall be made to your contingent beneficiary(ies). Payment to your contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies).
- If you have elected to convert a Traditional, Rollover, SEP or SIMPLE IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, your beneficiary designation applies to both the Premiere Select IRA established to facilitate the conversion and the Premiere Select Roth IRA. Payment to any beneficiary(ies) of the Premiere Select IRA established to facilitate a conversion will be made according to the rules of succession as described above.
- Upon transfer of assets to multiple beneficiaries, all residual income paid to your IRA and any fractional shares that cannot be divided equally among the beneficiaries will be systematically allocated to the beneficiary receiving the largest share proportion of the IRA assets. If the IRA is transferred evenly, or at different intervals, the income and/or fractional shares will be systematically allocated to the last beneficiary paid.
- To change your beneficiary designation in the future, you must complete a Premiere Select IRA Beneficiary Designation form, which can be obtained from your investment representative.
- If you are establishing this Premiere Select IRA for your Managed Account, any beneficiary designation you make below will apply to all IRAs indicated on the Premiere Select IRA Addendum for Managed Accounts.
- Before making a per stirpes designation, consult with an estate-planning attorney. By checking the per stirpes box, you are agreeing that if the specified beneficiary(ies) predeceases you, his or her share of the account will pass through to his or her descendents. Per stirpes will be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of death of the depositor.

continued on next page

8. IRA Beneficiary/Successor Beneficiary Designation *continued*

Primary Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/ Trust is required for each beneficiary.

Use percentages only, not dollar amounts.

If beneficiary is a trust, provide trust name and date trust was established.

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

▶ ☐ Spouse ☐ Non-Spouse ☐ Trust ☐ Entity

Beneficiary Name | ☐ Per Stirpes

☐ SSN ☐ TIN | Social Security/Taxpayer ID Number | Date of Birth/Trust *MM DD YYYY* | Share Percentage . %

Country of Citizenship/Organization | Name of Trustees *if applicable*

☐ Spouse ☐ Non-Spouse ☐ Trust ☐ Entity

Beneficiary Name | ☐ Per Stirpes

☐ SSN ☐ TIN | Social Security/Taxpayer ID Number | Date of Birth/Trust *MM DD YYYY* | Share Percentage . %

Country of Citizenship/Organization | Name of Trustees *if applicable*

☐ Spouse ☐ Non-Spouse ☐ Trust ☐ Entity

Beneficiary Name | ☐ Per Stirpes

☐ SSN ☐ TIN | Social Security/Taxpayer ID Number | Date of Birth/Trust *MM DD YYYY* | Share Percentage . %

Country of Citizenship/Organization | Name of Trustees *if applicable*

Total Share Percentage from this sheet plus any additional sheets must total 100% in the Grand Total field.

Total Share Percentage *this sheet* . 0 %

GRAND TOTAL . %

Contingent Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/ Trust is required for each beneficiary.

Use percentages only, not dollar amounts.

If beneficiary is a trust, provide trust name and date trust was established.

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

▶ ☐ Spouse ☐ Non-Spouse ☐ Trust ☐ Entity

Beneficiary Name | ☐ Per Stirpes

☐ SSN ☐ TIN | Social Security/Taxpayer ID Number | Date of Birth/Trust *MM DD YYYY* | Share Percentage . %

Country of Citizenship/Organization | Name of Trustees *if applicable*

☐ Spouse ☐ Non-Spouse ☐ Trust ☐ Entity

Beneficiary Name | ☐ Per Stirpes

☐ SSN ☐ TIN | Social Security/Taxpayer ID Number | Date of Birth/Trust *MM DD YYYY* | Share Percentage . %

Country of Citizenship/Organization | Name of Trustees *if applicable*

☐ Spouse ☐ Non-Spouse ☐ Trust ☐ Entity

Beneficiary Name | ☐ Per Stirpes

☐ SSN ☐ TIN | Social Security/Taxpayer ID Number | Date of Birth/Trust *MM DD YYYY* | Share Percentage . %

Country of Citizenship/Organization | Name of Trustees *if applicable*

Total Share Percentage from this sheet plus any additional sheets must total 100% in the Grand Total field.

Total Share Percentage *this sheet* . 0 %

GRAND TOTAL . %

9. Signatures and Dates *Form cannot be processed without signatures and dates.*

USA PATRIOT Act Notice: To help the government fight the funding of terrorism and money laundering, federal law and contractual obligations between your Broker/Dealer and us require us to obtain your name, date of birth, address and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Additional documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted if we or your Broker/Dealer cannot obtain and verify this information. We or your Broker/Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account owner(s) indicated on the account form and any authorized individuals; "you" refers to all account owner(s), collectively and individually; "Broker/Dealer" refers to the correspondent managing your account.

By signing below, you:

- Hereby adopt the Premiere Select Traditional IRA, Rollover IRA, SEP-IRA, Roth IRA, IRA Beneficiary Distribution Account or Roth IRA Beneficiary Distribution Account ("Premiere Select IRA") as indicated above, appointing Fidelity Management Trust Company ("FMTC"), or any successor thereof, as custodian, and NFS as the carrying broker/dealer to perform certain administrative services and act as an agent of FMTC. Notwithstanding Article 8, Section 28 of the Premiere Select IRA Custodial Agreement and Article 9, Section 27 of the Premiere Select Roth IRA Custodial Agreement, FMTC's acceptance of its appointment as custodian is effective upon proper completion and signature of the Application, and contingent upon timely delivery of this Application, as signed and properly completed, to the custodian. Acceptance will be evidenced by a Letter of Acceptance sent by or on behalf of FMTC.
- Understand that the beneficiary of your Premiere Select IRA (except if this establishes an IRA BDA or Roth IRA BDA or an IRA for a minor) established with this Application will be your surviving spouse or, if none exists, your estate, unless you have completed the IRA Beneficiary/Successor IRA Beneficiary Designation section above or until a completed Beneficiary Designation form is received and accepted by NFS. You understand that the beneficiary of your Premiere Select IRA BDA or Roth IRA BDA will be your estate unless you have completed the IRA Beneficiary/Successor IRA Beneficiary Designation section above or until a completed Beneficiary Designation form is received and accepted by NFS. If the account is for a minor, you understand that the beneficiary will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 8, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement. You understand that any designation of a beneficiary on your Premiere Select IRA BDA or Roth IRA BDA has no impact on the required distributions from the original IRA as required under Sections 401(a)(9) and 408(a)(6) of the Internal Revenue Code and related regulations.
- Understand the Premiere Select SEP-IRA can only be used in conjunction with a validly established SEP-IRA plan.
- Acknowledge that payment to beneficiaries will be made according to the rules of succession described in the Premiere Select IRA Custodial Agreement and Disclosure Statement and as otherwise described herein.
- Understand and acknowledge that there are fees associated with your Premiere Select IRA. The fees are more fully described in the Premiere Select Retirement Account Customer Agreement ("Customer Agreement") and Premiere Select IRA Custodial Agreement and Disclosure Statement or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as applicable.
- Affirm you have reviewed the fees with your Broker/Dealer and/or investment professional, and you have determined the fees are reasonable for the services provided to you in connection with your Premiere Select IRA.
- Understand that unless you provide written notice to the contrary, NFS and your Broker/Dealer may supply your name and other information (including your Social Security/tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Affirm that you are at least 18 years old and legally authorized to enter into this Agreement in the state in which you reside.
- Affirm that, if you have not checked the box for Affiliations, you represent and warrant that you are not affiliated with or employed by a stock exchange or a broker/dealer or you are not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.
- Understand that all communications with your Broker/Dealer and NFS may be monitored or recorded, and you consent to such monitoring or recording.
- Indemnify and hold harmless your Broker/Dealer, NFS, FMTC, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that you fail to meet any IRS requirements concerning your Premiere Select IRA(s).
- Understand that if you are establishing your Premiere Select IRA BDA or Roth IRA BDA by transferring assets which you have inherited from an IRA BDA at another financial institution, you certify that the transfer is in compliance with the terms and conditions of the IRA Custodial Agreement and Disclosure Statement governing the IRA BDA or Roth IRA BDA, as applicable. You accept full responsibility for all IRA BDA and Roth IRA BDA transfer requirements.
- Agree that, to the extent that inherited employer-sponsored plan assets are being directly rolled to an IRA BDA, you understand that it is your responsibility to ensure that only eligible assets are rolled and that all required minimum distribution requirements are satisfied. If the IRA BDA is registered in the name of a trust, on behalf of the trust, you hereby request NFS to open an IRA BDA in the name of the trust listed as the account holder on this application. The trustees hereby certify the representations in the Customer Agreement is accurate.
- Represent that if you are establishing a Premiere Select IRA BDA or Roth IRA BDA in the name of multiple representatives of an estate, that each is authorized to act severally or individually and that NFS may follow instructions of one estate representative independent of all others including the delivery of assets to an estate representative personally unless the court appointment indicates otherwise.
- Represent that you 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.

continued on next page

9. Signatures and Dates *continued*

- Affirm that you have also read, understand, and agree to the terms of the applicable prospectus or disclosure document for any mutual fund that you purchase or exchange or Bank Deposit Sweep Program into which you have funds transferred or invest, including any mutual fund or Bank Deposit Sweep Program that you choose for your core account investment vehicle and that you agree to future amendments to these terms.
- Agree that if you choose a bank sweep product for your core account investment vehicle, you represent that you are: (1) a natural person or (2) if you are a fiduciary, including trustee, custodian, agent, administrator or executor, each of the beneficial owners of the account is a natural person or (3) if this account is being established as an IRA BDA or Roth IRA BDA, any such beneficiary is a natural person.
- Agree that if you do not choose a core account investment vehicle for your account, you authorize your Broker/Dealer to select a default core account investment vehicle for you, and you shall hold your Broker/Dealer and us harmless for such default selection and any resulting consequences.
- Understand that different core account investment vehicles may have different rates of return and terms and conditions, such as FDIC insurance or SIPC protection, and your Broker/Dealer may not have considered these differences when selecting a core account investment vehicle for you.
- If you are not a U.S. person, state that you are submitting IRS Form W-8BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

Understand this account is governed by a Pre-Dispute Arbitration Agreement, which appears on the last page of the Customer Agreement. You acknowledge receipt of the pre-dispute arbitration clause.

Signature and Date is required. If there is more than one authorized individual, each must sign. If the IRA/IRA BDA owner is a minor, this section must be signed by the custodian named in Section 4.

Print IRA/IRA BDA Owner Name *First, M.I., Last*

IRA/IRA BDA Owner Signature | Date *MM - DD - YYYY*

SIGN

OR

Print Authorized Signatory Name *First, M.I., Last*

Authorized Signatory Signature | Date *MM - DD - YYYY*

SIGN

Print Authorized Signatory Name *First, M.I., Last*

Authorized Signatory Signature | Date *MM - DD - YYYY*

SIGN

For Branch Use Only

Account accepted in accordance with firm policies.

Registered Rep. No./Name	Signature	Date *MM - DD - YYYY*

Office Manager/Principal Name	Signature	Date *MM - DD - YYYY*

NFS, FAD: F

Clear Form

Premiere Select®

Retirement Account Customer Agreement

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

In this document, "NFS" includes its officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives as the context may require.

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, Premiere Select Roth IRA, Premiere Select IRA Beneficiary Distribution Account, Premiere Select Roth IRA Beneficiary Distribution Account, Premiere Select Retirement Plan, and/or Premiere Select Retirement Plan Beneficiary Distribution Account (each of which is referred to herein as "account" or "retirement account") 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 respect to the purchase or sale of securities in my account. 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 will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify NFS otherwise.

3. I understand that You have entered into an Agreement with NFS (a NYSE member firm) to execute and clear all brokerage transactions.

4. I understand that FMTC, Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, 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 otherwise described herein.

5. IRA for a Minor – If this is a Premiere Select Traditional, Roth, Rollover, or SEP-IRA or IRA BDA for a minor, I understand NFS will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (UGMA/UTMA) for which I act as UGMA/UTMA Custodian. I understand that I represent and warrant the assets in the account belong to the minor, and all such assets, whether or not transferred out of the minor's IRA, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the UGMA/UTMA Custodian. I acknowledge agreement with the following additional terms and conditions:

- The minor has earned income to contribute to an IRA (excluding IRA BDAs).
- The maximum amount that may be contributed to the minor's IRA (excluding IRA BDAs) for any year is equal to the lesser of 100% of the minor's compensation or the annual IRA contribution limit. (Refer to the **Premiere Select IRA Contribution Guide** for information on annual IRA contribution limits.)
- I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the **Premiere Select IRA Application,** the **Premiere Select Retirement Account Customer Agreement ("Customer Agreement"),** the **Premiere Select IRA Custodial Agreement and Disclosure Statement,** or the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement,** as applicable.
- The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
- The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 8, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement.
- The minor's IRA will contain the UGMA/UTMA Custodian designation in the IRA registration. NFS and FMTC shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.
- Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.
- Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- I understand that the minor will have access to information that I provide to You on this Application.

6. Although FMTC is a bank, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this retirement account may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.

7. Account Protection. Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to $500,000. The $500,000 total amount of SIPC protection is inclusive of up to $250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 202-371-8300.

8. Equity Dividend Reinvestment Service (the "Service") – Provision of Equity Dividend Reinvestment Plan. My enrollment in the Service will be activated on the day I notify You by telephone, or within 24 hours after receipt of my written notification, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by this Agreement as well as any other agreements between us that apply to my brokerage account.

This service is subject to the terms and conditions set forth in this section, and I understand that my dividend reinvestment options might be different if I were to hold securities directly with certain types of issuers, such as mutual funds, instead of through my IRA.

I may direct You to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes You to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, "dividends") in additional shares of the same security.

To add or remove the Service with respect to securities in my account, I must notify You of my election on or before 9:00 p.m. Eastern Time (ET) on the dividend record date for such security. If the dividend record date falls on a nonbusiness day, then I must notify You on or before 9:00 p.m. ET one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

Dividend reinvestment does not assure profits on my investments and does not protect against loss in declining markets.

I understand that You reserve the right to terminate or amend the Service and reinvestment plan described in this section at any time, without notice, including instituting commissions or transaction fees.

Eligible Accounts. The Program is available to brokerage customers who maintain cash, margin, or retirement brokerage accounts.

Eligible Securities. To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs) that is margin eligible (as defined by NFS). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

If I attempt to enroll a security for which I have placed a buy limit order that has not been filled, my enrollment election will be held for five (5) consecutive business days, at which point I must notify You of my desire to re-enroll the security for another five (5) consecutive business days.

If I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Eligible Cash Distributions for Reinvestment. Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distributions. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested. If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account or any other account to make automatic reinvestment purchases.

Dividend Reinvestment Transactions in Eligible Securities. On the dividend payable date for each security participating in the Service, You will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Three (3) business days prior to the dividend payable date, NFS will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best-efforts basis. My account will be credited with the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased.

Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the date the dividend is actually paid.

If I liquidate shares of an enrolled security between the dividend record date and the business day prior to the dividend payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account investment vehicle ("core account"). *(See below for more information on your core account.)* If I liquidate shares of an enrolled security on dividend payable date, such shares will participate in the Service.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will receive cash in lieu of my partial shares. For voluntary reorganizations, instructions I give You will be applied to my whole shares and the partial shares will be liquidated at market price.

Partial Shares. Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

Confirmations and Monthly Statements. In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly brokerage account statement. I may obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling You.

Continuing Effect of Authorization; Termination. I authorize You to purchase for my account shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give You notice to the contrary on or before 9 p.m. ET on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. ET at least one business day prior to the dividend record date. Such notice will not affect any obligaions resulting from transactions initiated prior to Your receipt of the notice. I may withdraw completely or selectively from the program. If I transfer my account, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

Automatic Dividend Reinvestment Transactions through the Depository Trust Company. I understand that if I elect to participate in the Service, reinvestment for certain securities may occur through the Depository Trust Company's dividend reinvestment service (the "DTC program"). DTC and the issuer determine which securities participate in the DTC program. Only certain eligible DTC program securities will participate in the Service, and such eligibility is determined by NFS. I can obtain immediate information regarding DTC-eligible securities by telephoning You.

Securities eligible for reinvestment through the DTC program portion of the Service cannot participate in the cash reinvestment portion of the Service. If a DTC program-eligible security subsequently becomes DTC program-ineligible and I have elected dividend reinvestment for that security, I will automatically continue to participate in the cash reinvestment portion of the Service. If a DTC program-ineligible security subsequently becomes DTC program-eligible and I have elected dividend reinvestment for that security, then I will continue to participate in the Service through the DTC program portion of the Service for that security. No communication regarding these changes will be provided to me.

You will post the DTC program transaction to my account when the details, including determination of any discount, are made available to You by DTC. Such transactions, although not posted to my account on the dividend payable date, will be effective as of such date. If I liquidate my shares after the dividend record date, but before the DTC program reinvestment is posted to my account, then I will receive the dividend in cash.

9. 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 both my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. 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.

10. 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.

11. If I am opening a Roth IRA or Roth IRA BDA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.

12. In the event that any securities in my account become non-transferable, NFS may remove them from my account without further notice. Non-transferable securities are those where transfer agent services

have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

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

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

13. In the event I become indebted to You or NFS 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, including, but not limited to, assets held in a bank sweep product, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to You or NFS 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 and NFS shall have the right to sell, assign, or transfer securities, withdraw any funds from a bank sweep product, and apply, as appropriate, or any other property so held by You or NFS, from or to any other of my brokerage accounts whenever in Your judgment You or NFS consider such a transfer necessary for Your protection in enforcing Your lien. You or NFS shall have the discretion to determine which securities and property are to be sold or withdrawn, and which contracts are to be closed. **No provision of this Agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**

When street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system (the "Lottery Process"), in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided that my account is not subject to restriction under Regulation T or such withdrawal will not cause an under-margined condition.

14. 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.

15. To the extent that any part of this Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement, or Premiere Select Retirement Plan and Trust Agreement ("the Documents"), as applicable, were obtained online by me, 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 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 have reasonable grounds to believe the Document(s) has/have been altered.

16. 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.

17. I understand that sufficient funds must be in my account by the settlement date of any order I place, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You may deem necessary.

18. An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other U.S. government agency. Although a money market fund seeks to preserve the value of my investment at $1.00 per share, it is possible to lose money by investing in a money market fund. I understand that investing in a tax-exempt security is generally inappropriate for a retirement account.

19. I understand that my account includes a core account that is used for settling transactions and holding credit balances. Amounts credited to my core account will be invested in the core account investment vehicle I indicate on my account application. I understand that if I do not select a core account investment vehicle, or I am or become a non-U.S. customer who then returns to the U.S., I authorize my Broker/Dealer or NFS to use the default option as the core account investment vehicle. This will either be a specific money market mutual fund, in which event my Broker/Dealer will provide the prospectus for that fund, or a bank sweep product, in which event my Broker/Dealer will provide a disclosure document describing that product in detail. If I am or become a non-U.S. customer, the core will be a money market fund that is eligible for purchase by non-U.S. customers or my uninvested cash will remain in a free credit balance. Different core accounts may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. I understand that if I do not select a core account, my Broker/Dealer may not consider these differences when selecting a default core account for me.

20. I understand that if I (or in the event I do not, You) choose a Bank Deposit Sweep Program as my core account investment vehicle, cash balances in my Account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions that are participating in the Bank Deposit Sweep Program (each, a "Bank") as more fully described in the Disclosure Document. My cash balances held at each Bank will be eligible for FDIC insurance up to $250,000 (principal plus accrued interest) per depositor in each insurable capacity per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to $250,000 as described above. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which your money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program disclosure document. All FDIC insurance coverage is in accordance with FDIC rules.

I understand that You and NFS will not monitor the amount of my bank sweep balance to determine whether it exceeds the limit of available FDIC insurance. I understand that I am responsible for monitoring the total amount of my assets on deposit with the Bank (including accounts at the bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to me on those deposits, including my bank sweep balance held at the Bank. If I am a trustee, I understand that I am responsible for determining the application of FDIC insurance for myself and my beneficiaries.

21. I have received and read the appropriate prospectus or disclosure document for the core account designated in the attached retirement account application(s). I understand that my account statement details all activity in the core account. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand if I have a money market fund for my core account, all core credits will be automatically swept into that fund. All investments must meet the fund's investment minimums. Money in my core account money market fund earns dividends, as described in the applicable fund's prospectus. If in the future, I have a different money market fund for my core account, these provisions will still apply. I further understand that if I chose a money market mutual fund as my core account, 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 You may charge additional fees and that neither NFS nor FMTC shall incur any liability for the payment of any fees to You from assets in my account.

If I have selected a bank sweep product as my core account, my core account credits (which are considered cash balances awaiting reinvestment) will be moved each day to the bank sweep. The rate of any interest paid is determined by the Bank(s) and/or my Broker/Dealer, as indicated in the applicable disclosure document, and may change at any time without notice to me. I understand that if I want to learn more, I may speak with an Investment Representative.

Indicating no choice is my authorization for my Broker/Dealer to use its default option as the core account. This will either be a specific money market mutual fund in which event my Broker/Dealer has provided the prospectus for that fund, or a bank sweep product in which event my Broker/Dealer has provided a disclosure document describing that product in detail.

I further understand that my Broker/Dealer and NFS may receive compensation with respect to amounts invested in my core account and that I should review the appropriate prospectus or disclosure document for additional information. I have been provided a description of these fees and represent that these fees are reasonable in light of the services provided.

If the core account designated in my retirement account becomes unavailable, or if my core account is a money market fund that imposes a fee or gate, my Broker/Dealer may select an alternative core account in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. In this event, I understand and agree that any or all credit balances in my account will be placed into the alternative core account. I understand that my Broker/Dealer may change the products available as core account options.

By signing the Account Application, I represent that I have read this Customer Agreement and understand, authorize and consent to my Broker/Dealer changing my core account, if it becomes unavailable due to circumstances beyond the control of my Broker/Dealer, to another money market mutual fund or bank sweep product, if available, in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. I agree to hold NFS, my Broker/Dealer and/or their agents harmless for any actions taken in connection with or resulting from changing my core account, including but not limited to any changes in the rate of return offered by the alternative core account.

22. I understand that NFS and FMTC reserve the right not to accept assets in my account until such time as NFS has received my completed paperwork, determined the same to be in good order, and accepts my retirement account 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 until such time as NFS has received my completed retirement account paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC.

23. I hereby acknowledge that there are fees associated with my retirement account. I understand that there is a $35 NFS Annual Maintenance Fee that may be paid separately (if consented to by NFS) or collected from my retirement account. I understand that there is a $95 NFS Liquidation/Termination fee that will be collected directly from my retirement account when I liquidate or terminate my retirement account. I understand and hereby acknowledge that NFS may change the fees from time to time. I will contact my Broker/Dealer for further fee information.

If my retirement account is enrolled (or subsequently becomes enrolled) in a managed account program with my Broker/Dealer, I authorize NFS to deduct from my retirement account fees for financial advisory services rendered to me by my Broker, Financial Advisor, or Investment Professional (herein, "Investment Professional") in connection with my retirement account, and as described in my Premiere Select IRA Custodial Agreement and Disclosure Statement or my Premiere Select Retirement Plan and Trust Agreement, as applicable. I represent that I have reviewed the financial advisory fees with my Investment Professional. I understand that the determination of whether any financial advisory fees paid to my Broker/Dealer and/or Investment Professional are reasonable for the services provided to me by my Broker/Dealer and/or Investment Professional is my sole responsibility, and that NFS and FMTC are not parties to any written agreements I may have entered into with my Broker/Dealer and Investment Professional which allows for financial advisory fees to be charged by my Investment Professional. I acknowledge and agree that neither NFS nor FMTC will incur any liability for the payment of financial advisory fees to my Investment Professional, and I authorize NFS to accept instructions from my Broker/Dealer or Investment Professional as to the amount and timing of the payment of financial advisory fees and to debit my account to pay such fees to my Investment Professional on my behalf. I understand my Broker/Dealer may charge fees in addition to or in lieu of those described herein, and that it is my obligation to ensure I comply with the IRA contribution, distribution, and prohibited transactions rules.

I understand that the financial advisory fees will be paid from the core account of my retirement account as described in this Customer Agreement. I understand this authorization will remain in effect until it is terminated by me, my Broker/Dealer or by NFS (or its agents, affiliates, or successors) in writing. I acknowledge and agree such termination shall not affect any obligation or liability arising prior to termination. **NFS shall be entitled to rely conclusively upon any financial advisory fee instruction or direction received by my Broker/Dealer or Investment Professional and NFS and FMTC shall be indemnified for any action or inaction with respect to honoring such instructions or directions.**

Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

(1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, ACH (Automated Clearing House) or other means) will generally be invested in the account's core account by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section 2 below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account.

These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

(2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.

(3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

24. 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.

25. Neither You nor NFS shall 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. Neither You nor NFS shall be responsible for any loss or expense relating to removal of assets from, or restrictions on trading in, securities in my account based on the actions of the issuer.

26. Debit items (including checks, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions or the payment of account fees will be given priority over other debits, such as check transactions.

All debits are accumulated daily to my account and are paid to the extent that sufficient funds are available. As an account owner, I am responsible for satisfying all debits on my account, including any debt still owed after all assets have been removed from an account, any interest (at prevailing rates) that has accrued on that debt, any late charges arising from my failure to pay for securities transactions in full by the settlement date, and any costs (such as legal fees) that You or NFS incur in collecting the debt.

When settling debits against my account, it is NFS's policy to turn the following sources (collectively called my "available balance"), in this order:

- Any cash available in my account (i.e., core and free credit balances)
- Any shares in another eligible money market fund
- Any cash or securities in this or any other account furnished by You in which I have an interest

I authorize You to use cash or securities for this purpose when I sign the application.

If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct NFS to cancel the check and return the underlying proceeds to me by depositing the proceeds into my core account.

27. The reasonable costs of collection of any unpaid deficiency in my retirement account, including attorneys' fees incurred by You or NFS, shall be reimbursed by me to You or NFS.

28. To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to NFS require that You obtain my name, date of birth, address, and a government-issued identification number before opening my account, to verify my identity. In certain circumstances, You may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if You and/or NFS cannot verify this information. Neither You nor NFS will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information or from any restriction placed upon, or closing of, my account.

Any information I provide to You may be shared by You and/or NFS with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Your applicable privacy policy and the National Financial Services LLC Privacy Policy. Any information I give to You may be subject to verification, and I authorize You and/or NFS to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You and/or NFS also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

29. I understand that my retirement account will be invested in accordance with my instructions as given from time to time to You, and as otherwise described herein.

30. 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 retirement account by or on behalf of the Custodian, as evidenced by notification.

31. I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the re-sale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 (the "Securities Act") and Rules 144, 144A, 145 and 701 thereunder. I agree that it is my responsibility to notify You of the status of such securities and to ensure that any transaction I effect with You will be in conformity with such laws and regulations. I will notify You if I am or become an "affiliate" or "control person" within the meaning of the Securities act with respect to any security held in my account. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as You may require.

In order to induce You to accept orders with respect to the securities in my account, I represent and agree that, unless I notify You otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I 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.

I understand that if I engage in transactions that are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy, and I agree to comply with such policy.

32. 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 retirement accounts 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.

33. As applicable, I understand and/or represent that:

- NFS has the authority to accept orders and other instructions relative to the trust account identified herein from those individuals listed on the application. The trustee(s) may execute any documents on behalf of the trust that You or NFS may require. By signing this form, the trustee(s) hereby certify(ies) that You or NFS are authorized to follow the instructions of any trustee and to deliver funds, securities, or any other assets in the NFS account to any trustee or on any trustee's instructions, including delivering assets to a trustee personally. NFS, in its sole discretion and for its sole protection, may require the written consent of any or all trustees prior to acting upon the instructions of any trustee.
- There are no other trustee(s) of the trust other than those listed on the Application or identified on a separate piece of paper attached to this Application and as listed on the Trustee Certification of Investment Powers form included with this Application.
- Should only one person execute this agreement, it shall be a representation that the signer is the sole trustee. Where applicable, plural references in this certification shall be deemed singular.
- We, the trustees, have the power under the trust and applicable law to enter into the transactions and issue the instructions that we make in this account. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.
- To the extent that the employer-sponsored plan assets inherited by a trust are being directly rolled to an IRA BDA, as trustee for the above-referenced trust, I hereby certify that the trust is a qualifying non-spouse beneficiary for purposes of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly roll over assets to an IRA BDA.

- We, the trustees, jointly and severally, indemnify You and NFS and hold You and NFS harmless from any claim, loss, expense, or other liability for effecting any transactions, and acting upon any instructions given by the trustees. We, the trustees, certify that any and all transactions effected and instructions given on this account will be in full compliance with the trust.
- We, the trustees, agree to inform You in writing of any change in the composition of the trustees, or any other event that could alter the certifications made above.
- We, the trustees, agree that any information we give to NFS on this account will be subject to verification, and we authorize You and/or NFS to obtain a credit report about me (any of us) individually at any time. Upon written request, You or NFS will provide the name and address of the credit reporting agency used.

34. 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.

35. 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 or instead of receiving these documents through the mail I may, if the service is offered by my Broker/Dealer, choose to receive electronic notification that statements and trade confirmations are available for online viewing. There is no fee for this option, and I may switch to or from it at any time. For more information, I understand that I should speak with my investment representative. 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.

36. 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 You or 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.

To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from the IRA or retirement plan account under Section 408(m).

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

My account balance and certain uncashed checks issued from my account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

NOTICE TO CUSTOMER

38. Payment for Order Flow

If You transmit orders (including those generated by reinvested dividends) through NFS, NFS in turn will send my orders to various exchanges or market centers based on a number of factors. Such factors include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, 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. You will furnish payment for order flow and routing policies to me on an annual basis.

You and 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.

39. Investment Objective Descriptions

The typical investments listed with each objective are only some examples of the kinds of investments that have historically been consistent with the listed objectives. However, neither You nor NFS can assure that any investment will achieve my intended objective. I acknowledge that I must make my own investment decisions and determine for myself if the investments I select are appropriate and consistent with my investment objectives.

I acknowledge and agree that neither You nor NFS assume any responsibility to me for determining if the investments I selected are suitable for me.

Preservation of Capital. An investment objective of Preservation of Capital indicates that I seek to maintain the principal value of my investments and I am interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high-quality, short-term fixed-income products.

Income. An investment objective of Income indicates that I seek to generate income from investments and I am interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of typical investments might include high quality, short- and medium-term fixed-income products, short-term bond funds, and covered call options.

Capital Appreciation. An investment objective of Capital Appreciation indicates that I seek to grow the principal value of my investments over time and I am willing to invest in securities that have historically demonstrated a moderate to above-average degree of risk of loss of principal value to pursue this objective. **Some examples of typical investments might include common stocks, lower-quality, medium-term fixed income products, equity mutual funds, and index funds.**

Trading Profits. An investment objective of Trading Profits indicates that I seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low-priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes.* This is a high-risk strategy.

Speculation. An investment objective of Speculation indicates that I seek a significant increase in the principal value of my investments and I am willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include lower-quality, long-term fixed-income products, initial public offerings, volatile or low-priced common stocks, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes,* and the use of short-term or day trading strategies.

*** Retirement accounts may not be approved for margin trading privileges. Margin is required to sell covered puts and uncovered puts and call options, conduct spreads, and to write straddles and combinations on equities or indexes.**

40. FINRA Rule 4311

FINRA Rule 4311 requires that You and NFS identify the various functions that You and NFS each agree to perform regarding the administration of my brokerage account. The following is a summary of the allocation services performed by You and NFS. A more complete description is available upon request.

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

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

41. Pre-Dispute Arbitration Agreement

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

(A All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

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

All controversies that may arise between me, You and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, You and NFS whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify You in writing of my designation within five (5) days after such failure or after I receive from You a written demand for arbitration, then I authorize You and/or NFS to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. 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.

Premiere Select®

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

- **Roth IRA Custodial Agreement and Disclosure Statement**

Premiere Select®

IRA Custodial Agreement

The Depositor whose name appears on the accompanying Application is establishing a traditional 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 section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), 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 up to $3,000 per year for tax years 2002 through 2004. That contribution limit is increased to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $3,500 per year for tax years 2002 through 2004, $4,500 for 2005, $5,000 for 2006 and 2007, and $6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

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

Article III

1. No part of the Custodial Account 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 Account 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 the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year 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 or
   (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.
3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   (a) If the Depositor dies on or after the required beginning date and:
      (i) the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      (ii) the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.

(b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

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

(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.

4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the Account.

5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70½, is the Depositor's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

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 inconsistent with section 408(a) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the 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 Agreement:

(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 this 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 Application and any designation of Beneficiary on record 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 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. The Custodian is entitled to assume without further inquiry that any instructions or directions executed through the Broker originate from the Authorized Agent or the Depositor (or following the death of the Depositor, the Beneficiary).

(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) 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 VIII, Section 8 of this Agreement, or (ii) pursuant to the provisions of Article VIII, Section 8 of this Agreement.

(f) "Broker," "Financial Advisor," or "Investment Professional" (collectively, the "Broker") shall mean either a securities broker-dealer registered as such under the Securities Exchange Act of 1934 that clears securities transactions through National Financial Services LLC, 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 Application or as evidenced in a manner 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 by merger, consolidation or acquisition.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(h) "Company" shall mean FMR Corp., a Delaware 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) Custodian shall include any agent of the Custodian as duly appointed by the Custodian.

(k) "Depositor" means the person for whom an account is established for the purpose of making contributions to an individual retirement account 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 a Depositor.

(l) "Funding Vehicles" shall include (i) 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; (ii) if permitted by the Custodian, interest bearing accounts of the Custodian, and (iii) 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 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 including tax free investment vehicles. 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 Vehicle issued by a money market mutual fund and which are permitted by the Custodian for investment under this Agreement.

2. Broker.

(a) *Appointment of Broker.* The Broker, Financial 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 the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor, or administrator) 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 as set forth under this Agreement, as amended from time to time.

The duties and responsibilities conveyed 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.

(b) *Roles and Responsibilities.* The Custodian is hereby authorized to accept instructions and directions of the Depositor (or Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor, or administrator) 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 (or Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor or administrator).

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) the Premiere Select IRA Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies and prospectuses delivered to the Broker relating to such Funding Vehicles. To the extent that the Custodian delivers by way of mail, electronic commerce, or other means to the Broker materials or information with respect to the Account, any such communications delivered 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 described below. Notwithstanding anything to the contrary, in the event your Broker terminates its Clearing Agreement with National Financial Service LLC or its successors and assigns ("NFS LLC") to execute and clear securities transactions for the Account, the Custodian reserves the right to limit the purchase of additional Funding Vehicles in your Account until you designate another Broker that maintains a Clearing Agreement with NFS LLC or transfer your assets from the Account to another account.

(a) *Investment of Contribution.* Contributions (including transfers of assets) to the Account shall be invested in accordance with the Depositor's (the Depositor's Authorized Agent's or, after the death of the Depositor, the Beneficiary's) instructions in the Application or as the Depositor (the Depositor's Authorized Agent or, after 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, after the death of the Depositor, the Beneficiary) as the case may be, 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 or offering circular, for any Funding Vehicles in which the Depositor (or the Authorized Agent, or the Beneficiary) as the case may be, 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 following the death of the Depositor, 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 the Disclosure Statement is made to the Custodian within seven (7) calendar days following acceptance of the Application as evidenced by notification to the Depositor in a form and manner acceptable to the Custodian.

(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 other instructions from the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary). Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent or, following the death of the Depositor, 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.

(d) *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.

(e) *No Duty.* The Custodian shall not have any duty to question the directions of a Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary), as the case may be, in the investment or ongoing investment of the Custodial Account or to advise the Depositor (or the Authorized Agent, or following the death of the Depositor, the Beneficiary), as the case may be, 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 (or 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 (or 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 deadlines generally apply to certain transactions within the Account:

(a) *Contributions.* The last day to make annual contributions (including catch up 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 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.

The Custodian will 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, penalty, or loss 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 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 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), 408(d)(3), and/or 457(e)(16) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate rollover contributions to the Depositor's Account. 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 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(d)(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 (or following the death of the Depositor, the Beneficiary's) instructions pursuant to Section 3.

8. Designation of Beneficiary.

A Beneficiary or Beneficiaries may be designated for an 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 on record 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 (or following the death of the Depositor, the Beneficiary) and provided, further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 10 and 11 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. 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 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, 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 the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving primary or contingent Beneficiary(ies), as applicable, 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. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. 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 a Beneficiary or

Beneficiaries designated by such Beneficiary as his or her successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation must be received and accepted by the Custodian 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. Notwithstanding any provision of this Agreement to the contrary, and unless otherwise designated by the Depositor (or following 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, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. 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) 1. *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.

2. *Minor Beneficiary Information.* Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

(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 after the death of the Depositor (or, following the death of the Depositor, the Beneficiary) until the death of the Depositor's (or, following the death of the Depositor, the Beneficiary's) surviving spouse: (i) 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, and (ii) no person or entity shall have the power to assign any part of the Account to any person other than the Spousal Trust. To the extent permitted by Section 401(a)(9) and 408(a)(6) 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 the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) as to the amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with respect to 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 or plan 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 the maximum annual IRA contribution limit 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 the maximum annual percentage limit % of the Depositor's compensation (subject to the contribution limits as described in Section 402(h)(2) and compensation limits as described in Section 401(a)(17), 404(l) and 408(k) of the Code). 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 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 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 transferor 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 rules, regulations, and any other applicable guidance issued by the Internal Revenue Service, including Code Sections 408(a)(6) and 401(a)(9) and applicable regulations.

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, following the death of the Depositor, the Beneficiary) 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. 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 following the death of the Depositor, the Beneficiary) using any applicable distribution period from tables prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV unless otherwise required to do so by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, 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 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, 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, 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 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. Notwithstanding this Section 11 and Section 18 below, the Custodian is authorized to make a distribution absent the Depositor's (or, with the prior consent of the Custodian, the Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a levy or court order of any kind, or in the event the Custodian resigns or is removed as Custodian. In

such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in accordance with such levy or court order, or with the procedures for resignation or removal in Section 25. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 3(b)(ii) of Article IV of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

12. Conversion of Distributions from the Account.

Generally, the Depositor may convert any or all distributions from the Account, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Section 401(a)(9) and 408(d)(6) of the Code and related regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or, if permitted by the Custodian, 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 by way of 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 a Roth 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. Annual contributions held on behalf of the Depositor in the Account may be recharacterized through 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, with the prior consent of the Custodian, 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, if any, 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 or inaction 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 either the Broker or to the last known address including an electronic address 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 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 proven 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 on behalf of the Depositor (or, following the death of the Depositor, the Beneficiary) relating to the Custodial Account, or to provide or receive information with regard to such matters, in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the 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 (or the Broker or 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 instructions or information from a Depositor (or Broker or Authorized Agent, or, following the death of the Depositor, the Beneficiary) relating to the Custodial Account or to otherwise advise the Depositor (or the Broker or 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, Authorized Agents, Brokers, and Beneficiaries are strongly encouraged to consult with their attorney or tax adviser with respect to matters involving the Account. 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 affiliates shall be forever released and discharged from all liability and accountability 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. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any voluntary tax withholding requested by the Depositor (or, if permitted by the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary). 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 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 in the Account be subject to alienation, assignment, garnishment, attachment, receivership, 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 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 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 (or, following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or, following the death of the Depositor, the Beneficiary'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. 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 for the Account which accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, 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 (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary, executor or administrator) by separate check.

Your Broker may charge fees in addition to or in lieu of those fees described herein. The determination of whether any fees paid to your Broker are reasonable and appropriate shall be your sole responsibility (or following your death, the Beneficiary's), 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 be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith reliance upon any such fee disbursement direction. The Depositor hereby appoints the Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment to the Broker of any such fees.

(b) *Advisor Fees.* The Custodian shall, upon direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor, or administrator) disburse from the Custodial Account payment to the Depositor'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 Advisor as his or her agent to direct the Custodian to disburse from the Custodial Account payment (including payment to the Advisor) of any such fees. Any such direction must be provided in a form and manner acceptable to the Custodian. The determination of whether any fees paid to an Advisor 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 Advisor from assets in the Account. 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 Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. Escrow.

With the consent of the Custodian, the Custodial Account may serve as an escrow arrangement to hold restricted distributions from defined benefit plans pursuant to applicable Income Tax Regulations. In such event, the Custodian will act in accordance with an escrow agreement acceptable to it and pursuant to which it will only act upon the direction of the trustee of the distributing plan with respect to distributions from the Account. Such agreement will remain in place until the trustee of the distributing plan releases the Custodian from such escrow agreement.

21. Voting with Respect to Securities.

The Custodian shall deliver to the Depositor (or, following the death of the Depositor, the Beneficiary) either directly or through the Broker all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Funding Vehicles 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 Funding Vehicles 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 Funding Vehicles. 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 securities and 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 Funding Vehicles which represent 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 for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates, serves as investment advisor and which are 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 such Funding Vehicles held in the Custodial Accounts for which it has received timely instructions, but, effective solely with respect to votes before January 1, 2003, only to the extent that such a vote is necessary to establish a quorum.

22. 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 and the Broker 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 (or that of the Broker, Authorized Agent, or, following the death of the Depositor, 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 hold harmless the Custodian, the Company and their 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, 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 from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

23. Delegation to Agents.

The Custodian may delegate to one or more entities the performance of recordkeeping, ministerial and other 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.

24. Amendment of Agreement.

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement 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) or restatement unless he or she objects 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).

25. 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, written or otherwise 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 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).

26. 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 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 a transferee custodian or trustee has not been designated 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).

27. 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.

28. When Effective.

This Agreement shall not become effective until the acceptance of the Application by or on behalf of the Custodian. The Custodian shall send a notice to the Depositor (or, following the death of the Depositor, the Beneficiary) containing information about the Account to the address provided on the Application.

Premiere Select®

IRA Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001 and 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 Premiere Select Individual Retirement Account ("IRA"). This IRA is a custodial account (the "Account") created to provide for the Depositor's retirement and, following the death of the Depositor, for the support of the Depositor's Beneficiary(ies). Interests in the Account are nonforfeitable.

The terms used in this Disclosure Statement have the meaning set forth in Article VIII of the Custodial Agreement for this Account 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 Account is originally established. Following the death of the Depositor, "you" or "your" refers to the Beneficiary for whom an Inherited IRA (IRA Beneficiary Distribution Account) is maintained.

Neither the Custodian, the Company nor any affiliate or other Fidelity Investments company provides tax or legal advice. You are strongly encouraged to seek competent tax or legal advice for any and all matters regarding this Account, as such matters may result in adverse tax consequences and/or penalties.

Right to Revoke. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this Account, you 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 acceptance of the Application by or on behalf of the Custodian. 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 of your IRA by or on behalf of the Custodian of your IRA, as evidenced by notification to you. Your revocation request must be delivered, in a form and manner acceptable to the Custodian, to:

National Financial Services, LLC
Retirement Services Department
PO Box 660602
Dallas, TX 75266-0602

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, please call your investment professional.

TYPES OF ACCOUNTS

The following account types are available under the
The Premiere Select IRA Custodial Agreement and Disclosure Statement.

Accounts For Depositors.

Traditional IRA and Rollover IRA. If you are under age 70½ and have "compensation," you may make annual contributions of up to the maximum amount allowed under current law to a Traditional IRA for a taxable year. Some or all of your contribution may be deductible depending on your (and your spouses) circumstances and "adjusted gross income." Any earnings on your contributions may grow tax deferred until distributed from your Traditional IRA. If you and your spouse file a joint federal income tax return and meet certain requirements, 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 taxable year. If you retire or change jobs, you may be eligible for a distribution from your employer's retirement plan. Eligible rollover distributions from certain plans may generally be rolled over tax free to a Traditional IRA or Rollover IRA, and can continue to grow tax-deferred until distributed.

SEP IRA. If your employer offers a Simplified Employee Pension Plan (SEP), a separate IRA may be established to receive your employer's contributions under the SEP arrangement. All SEP contributions are tax deductible to the employer, and any earnings grow tax deferred until distributed.

Accounts For Beneficiaries.

Inherited IRA. If you are a beneficiary who inherits a traditional IRA, Rollover IRA, SEP IRA, or SIMPLE IRA from a deceased Depositor (or deceased Beneficiary), you may maintain the tax deferred status of those inherited assets in an Inherited IRA. No contributions of any kind are permitted to be made to an Inherited IRA. An Inherited IRA may also be referred to as an IRA Beneficiary Distribution Account (IRA BDA). A beneficiary of an Inherited IRA is generally required to take annual minimum distributions from the account.

For information about Roth IRAs and Inherited Roth IRAs, please refer to the Premiere Select Roth IRA Disclosure Statement.

Note: For purposes of this Disclosure Statement, **"Compensation"** refers to wages, salaries, professional fees, or other amounts derived from or received for personal services 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")** is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA deduction, AGI 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.

ACCOUNT INFORMATION

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Designation of Beneficiary.

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. If you are a Beneficiary and you maintain an Inherited IRA, you should designate a Successor Beneficiary 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) or Successor Beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Premiere Select IRA Custodial Agreement. Please refer to Article VIII, Section 8 of your Custodial Agreement ("Designation of Beneficiary") for more information. If a Beneficiary you designate is not a U.S. citizen or other U.S. Person (including a resident alien individual) at the time of your death, distribution options from the Inherited IRA and the tax treatment of such distributions may be more restrictive.

Role of the Broker.

Your Investment Professional, Financial Advisor, Investment Advisor or Broker (collectively referred to as your "Broker") is the representative and/or the firm that you have appointed in the Account Application (or in another manner acceptable to and filed with the Custodian) 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 in 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 made available through the Custodian is used. Your Broker generally receives compensation for performing these services. It is your responsibility to determine whether any fees payable to your Broker are reasonable in light of the services your Broker provides to You. You can appoint a new Broker at any time on a form acceptable to and filed with the Custodian. Please refer to Article VIII of your Custodial Agreement ("Broker/Investment Advisor") for more information on your Broker.

Investment of Account.

The assets in your Account will be invested in accordance with instructions communicated from you (or your Broker, or Authorized Agent, if any). You should read any publicly available information (e.g., prospectuses, annual reports, etc.) which would enable you to make an informed investment decision, and take into consideration 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, or might result in an erroneous transaction, you may be requested to provide further instructions or other information. In the absence of such instructions or information, all or part of your investment may 1) remain uninvested pending instructions or information from you, your Broker or Authorized Agent, if any, 2) be returned to you, or 3) be invested in Money Market Shares, which strive to maintain a stable $1 per share value. No part of your Account may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. 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. Notwithstanding anything herein to the contrary, in the event your Broker terminates its Clearing Arrangement with National Financial Services, LLC ("NFS LLC") or its successors and assigns, the Custodian reserves the right to limit the purchase of additional Funding Vehicles in your Account until you designate another Broker that clears its securities transactions through NFS LLC or you transfer your assets from this Account to another account.

CONTRIBUTIONS

The following information about Contributions applies to IRA Depositors only. It does not apply to a Beneficiary (or Successor Beneficiary) or to an Inherited IRA.

Types of Contributions.

Annual Contributions. You may make annual contributions to your IRA at any time up to and including the due date, excluding extensions, for filing your Federal income tax return for the year for which the contribution is made (generally, April 15). You may continue to make annual contributions to your IRA for each year up to (but not including) the calendar year in which you reach age 70½. You may continue to make annual contributions to your spouse's IRA for a given tax year up to (but not including) the calendar year in which your spouse reaches age 70½. Contributions (other than rollover contributions described below) must be made in cash and not in-kind.

Catch Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you may make a "catch up" contribution to your IRA in addition to the annual contribution. It is your responsibility to ensure that you meet the requirements for making a catch up contribution, and for ensuring that you do not exceed the limits as applicable.

Eligible Rollover Contributions. Certain distributions from employer-sponsored plans (for example, 401(a), 403(b) and 457 governmental plans) may be eligible for rollover into your IRA. Eligible rollover distributions may be made in cash or, if permitted by the Custodian, in-kind. Strict limitations apply to rollovers, and you should seek competent tax advice regarding these restrictions. To avoid mandatory federal income tax withholding of 20% of a distribution from an employer plan, and to preserve the tax-deferred status of an eligible distribution, you can roll over your eligible distribution directly to an IRA. If you choose to have the distribution made payable to you, you will be subject to mandatory federal income tax withholding at the rate of 20%. You may still reinvest up to 100% of the total amount of your distribution that is eligible for rollover in a Rollover IRA by replacing the 20% which was withheld for taxes with other assets you own within 60 days of your receipt of the distribution. Distributions from your SIMPLE IRA after the two-year period beginning when your employer first contributes to your SIMPLE IRA may also be rolled over to the Account.

Sixty-Day Rollover Contributions. If you have taken a distribution of all or part of your assets from your IRA, you may make a rollover contribution of the same property into the same IRA, another IRA, an Individual Retirement Annuity, or another eligible retirement plan provided the rollover contribution is made within 60 days of your receipt of the distribution. This rollover treatment does not require you to include the distribution in your ordinary income if it is reinvested within the 60-day period, and it allows you to maintain the tax-deferred status of these assets. A 60-day rollover can be made from an IRA 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. 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. Under certain circumstances, the 60-day rollover requirement may be waived, if IRS requirements are met.

Simplified Employee Pension Plan Contributions. Your employer may contribute to your SEP IRA up to the maximum amount allowed under current law. In addition to the amount contributed by your employer to your SEP IRA, you may make an annual contribution to the Account.

Excess or Misdirected Contributions. Contributions (including an improper rollover) which exceed the allowable maximum per year are considered excess contributions. An excise tax of 6% of the excess amount contributed will be incurred for each year in which the excess contribution remains in your IRA. You may correct an excess contribution and avoid the 6% excise 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 the year in which you made the excess contribution. If you correct an excess or misdirected contribution by having it returned to you by your tax filing deadline, including extensions, it will not be considered a premature distribution nor be taxed as ordinary income; however, any earnings withdrawn will be taxed as ordinary income to you and may be subject to a 10% early withdrawal penalty if you are under age 59½. Alternatively, excess contributions in one year may be carried forward and reported in the next year to the extent that the excess, when aggregated with your IRA contribution(s) (if any) for the subsequent year, does not exceed the maximum amount for that year. The 6% excise tax is imposed on excess contributions for each year they remain in the account and are not able to be applied as current year contributions.

Recharacterized Contributions. You may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer of assets any annual contribution in your IRA (the "Initial IRA"), to a Roth IRA ("the Second IRA"), or vice versa. You may also elect to recharacterize an amount converted to a Roth IRA back to your IRA. Any net income attributable to a contribution or conversion that is recharacterized must be transferred to your Second IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before the due date, including extensions, for filing your Federal income tax return (generally, April 15th) for the year for which the contribution to the Initial IRA relates. The amount(s) that is recharacterized is treated as having been originally contributed to your Second IRA on the same date and for the same taxable year that the amount was contributed to your Initial IRA. You 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 Initial IRA. You, as Depositor, are strongly encouraged to consult a tax advisor before initiating any recharacterization or reconversion.

Annual IRA Contribution Limits.

Note: For years beginning after December 31, 2010, certain limits described below are scheduled to sunset, and may revert to limits prescribed under the Code as of January 1, 2001.

General. You may make annual IRA contributions of up to the lesser of 100% of your compensation, or the maximum amount allowed under current law. The maximum annual contribution limit for your IRA is reduced by the amount of any contributions you make to any other IRAs, including Roth IRAs, but excluding any employer contributions, such as salary deferral contributions made to a SIMPLE IRA, for the particular tax year. If you are at least age 50 by December 31 of the tax year to which the contribution relates, you may make an additional "catch-up" contribution. The maximum annual contribution limits for aggregate IRA and Roth IRA contributions for the following tax years are:

Tax Years	Annual IRA Contribution Limit	Annual IRA Catch-Up Contribution for Depositor at Least Age 50	Maximum Annual IRA Contribution Limit for Depositor at Least Age 50 (including Catch-Up)
2002-2004	$3,000	$ 500	$3,500
2005	$4,000	$ 500	$4,500
2006-2007	$4,000	$1,000	$5,000
2008 and thereafter	$5,000*	$1,000	$6,000

*After 2008, the maximum annual IRA contribution limit will be indexed for cost-of-living in $500 increments

Deductibility of Annual IRA Contributions.

Married Taxpayers. If you 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 in any amount up to 100% of your combined compensation, or the maximum amount allowed under current law, whichever is less. If you are married filing jointly with AGI of $150,000 or less for the year for which the contribution relates, and only one of you 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 the maximum amount allowed under current law or 100% of combined compensation, whichever is less. For married couples filing jointly where one person is considered an active participant, this deduction is phased out for joint modified AGI between $150,000 and $160,000. For married couples filing jointly where both are considered active participants, the phase-out ranges for deducting an IRA contribution are provided in the chart below. If you are a married couple that lives together at any time during the year but file your income taxes separately, and have more than $10,000 in compensation for the year, you are not eligible for a deductible IRA contribution if either spouse is considered an active participant. No more than the maximum allowed under current law may be contributed to either spouse's IRA for any taxable year.

Single Taxpayers. If you 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 the maximum allowed under current law, 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. Generally, you 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. You are considered an active participant in a SEP or SIMPLE plan if an employer contribution, including a salary reduction contribution, was made to your account for a tax year. You are considered an active participant in a defined benefit plan if you are eligible to participate in the plan, even though you may elect not to participate. You are also treated as an active participant for a year during which you make a voluntary or mandatory contribution to any type of plan, even though your 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 Code Sections 401(a) or 401(k); a Simplified Employee Pension Plan (SEP) (Code Section 408(k)); a Savings Incentive Match Plan for Employees (SIMPLE) established in accordance with Code Section 408(p) or Code Section 401(k); a deferred compensation plan maintained by a governmental unit or agency; tax-sheltered annuities and custodial accounts (Code Section 403(b) and 403(b)(7));or a qualified annuity plan under Code Section 403(a). You should check with your employer for your status as an active participant.

AGI Limits For Deductible Contributions. If you (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 AGI limits:

Year	Married Taxpayers Filing Joint Returns	Single Taxpayers
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

The applicable dollar limit for married individuals filing separate returns is $0. If your 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), you may make a deductible IRA contribution (but the deductible amount will be less than the maximum amount that you can contribute). To determine the amount of your deductible contribution, use the following calculation:

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 the maximum contribution allowed under current law 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. Even if your income exceeds the limits described above, you may still make a nondeductible IRA contribution up to the lesser of the maximum amount allowed under current law or 100% of your compensation to a Traditional IRA (or, if eligible, to a Roth IRA). There are no income limits for making a nondeductible contribution to a Traditional IRA. You are required to designate on your tax return the extent to which your IRA contribution is nondeductible. Therefore, your designation must be made by the due date (including extensions) for filing your tax return for the year for which the contribution is made. If you 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.

Tax credit for IRA contributions. You may be able to receive a tax credit for your contribution to your IRA. The maximum annual contribution amount eligible for the credit is $2000. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below. This credit is available for contributions made for taxable years beginning after December 31, 2001 and before January 1, 2007.

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
$0-$30,000	$0 - $22,500	$0 - $15,000	50%	$1,000
$30,001-$32,500	$22,501 - $24,375	$15,001 - $16,250	20%	$400
$32,501-$50,000	$24,376 - $37,500	$16,251 - $25,000	10%	$200
Over $50,000	Over $37,500	Over $25,000	0%	$0

SEP-IRA Contributions.

General. If you are a participant in a SEP plan offered by your employer, your employer may make annual SEP contributions on your behalf up to the lesser of 25% of compensation, or $40,000, per participant. The $40,000 limit is indexed for cost-of-living adjustments in $1,000 increments. The maximum compensation on which contributions to SEPs can be based is $200,000, indexed for cost-of-living adjustments in $5,000 increments. For example, for tax year 2002, the maximum employer contribution to a SEP IRA is $40,000 (the lesser of $40,000 and $50,000 (25% of $200,000)).

DISTRIBUTIONS

The following information about Distributions may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

General. Distributions from the Account will be made upon your request (or with your prior authorization and with the prior consent of the Custodian, the request of the Broker or Authorized Agent) 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, or in the event of the Custodian's resignation. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. 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 made.

Premature Distributions to IRA Depositors. If you are a Depositor, distributions from the Account made before you reach age 591/2 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) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another employer-sponsored retirement plan, if applicable, or the distribution is made on account of your death or disability. Exceptions to the 10% early withdrawal penalty may also be available to IRA Depositors if a 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,
* for qualified medical expenses in excess of 7.5% of the Depositor's AGI,
* to cover qualified health insurance premiums of certain unemployed individuals,
* used to acquire a first-time principal residence for the Depositor, the Depositor's spouse, or the Depositor's 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),
* 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
* is made on account of an IRS levy, as described in Code Section 6331.

Conversion of Distributions from the Account. If you are a Depositor and your AGI (single or joint), subject to certain modifications, is $100,000 or less for a taxable year, you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. However, any minimum distribution from the Account required by Code Sections 408(a)(6) and 401(a)(9) for the year of the conversion cannot be converted to a Roth IRA. You will be subject to income tax on the taxable portion of any Conversion Amount. The Conversion Amount will not be subject to the premature distribution penalty if you are under age 59$^{1}/_{2}$. If taxes are withheld from your Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies. In addition, the withholding amount may make you ineligible to convert as the withheld amounts are taken into account when determining your Adjusted Gross Income for Roth Conversion eligibility

Distribution of Nondeductible or After-tax Contributions. To the extent that a distribution constitutes a return of nondeductible or after-tax 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, or a Beneficiary's Inherited IRA inherited from the same Depositor (Roth IRAs and Roth Inherited IRAs excluded) are treated as a single IRA. The aggregate amount of distributions excludable from income for all years is not to exceed the aggregate nondeductible contributions for all calendar years.

Minimum Required Distributions (MRDs).

General. It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Section 408(a)(7) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the Internal Revenue Service. 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.

Lifetime MRDs for IRA Depositors. If you are a Depositor, you must begin receiving distributions of the assets in the Account by April 1 of the year following the year in which you reach age 70$^{1}/_{2}$. This is called your "Required Beginning Date" ("RBD"). Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your first minimum required distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Please refer to Article IV of your Custodial Agreement for additional information on minimum required distributions.

Distributions after the Death of the Depositor. If you are a Beneficiary and have inherited an IRA from a Depositor who died after reaching RBD, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entities. Special rules may also apply to beneficiaries who are not citizens or other Persons of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required. Please refer to Article IV of your Custodial Agreement for additional information on death distribution requirements.

MISCELLANEOUS

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Other Considerations With Respect to the Account.

Divorce or Legal Separation. If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an Account in the receiving spouse's name. This transaction can be processed without any tax implications to you, provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Code Section 408(d)(6) is received and accepted by the Custodian. The Custodian may require other direction from you and the recipient of any portion of your Account.

Fees and Expenses. Fees and other expenses of maintaining and terminating the Account are described in the Application or on another form acceptable to the Custodian, and may be changed from time to time, as provided in the Custodial Agreement. Your Broker may charge or receive fees in addition to those fees described on the Application or other form for services rendered, and it is up to you to determine if any such fees are reasonable. Unless you notify the Custodian otherwise, your Broker may instruct the Custodian or its agents to deduct such fees from your Account. The Custodian is not a party to such fee(s). You should consult your Broker with any questions you may have with regard to any fees your Broker may charge.

Prohibited Transactions. If any of the events prohibited by Code Section 4975 (such as any sale, exchange or leasing of any property between you and your Account, or the purchase of any securities on margin in your Account) occurs during the existence of your Account, 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. If all or any part of the Account is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you. Such distributions would be subject to ordinary income tax and, if you are a Depositor under age 59½ at the time, to a 10% tax penalty on premature distributions.

Other Tax Considerations.

Tax Withholding. Federal income tax will be withheld from distributions you receive from your Account unless you elect not to have such tax withheld. However, if IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are a U.S. citizen or other U.S. person (including a resident alien individual). This tax withholding 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 non-resident alien withholding applies. In addition, state income tax may be withheld from your IRA distributions, if applicable, depending on the state of residence indicated in your legal address of record for the Account.

Reporting for Tax Purposes. If you are a Depositor, you will be required to designate your contribution as deductible or nondeductible. IRS Form 8606 may be required to be attached to your IRS Form 1040 or IRS Form 1040A for each year for which a non-deductible IRA contribution or after-tax rollover is made, and thereafter, for each year in which a distribution is taken from the Account. You must also file Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, an IRA contribution is recharacterized or less than the required minimum amount is distributed from your IRA, as applicable. You are also required to report to the IRS the amount of all distributions you received from your IRA. Other reporting may be required in the event that special taxes or penalties are due.

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 made directly from your Account.

IRS Approval. The form of your Individual Retirement Account is the model government form provided by the IRS known as Form 5305-A. Please refer to IRS Publication 590 or contact the IRS for more information on IRAs, as transactions done incorrectly may result in adverse tax consequences.

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

318251 (6/02)
1.750161.102

Premiere Select®

Roth IRA Custodial Agreement

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 up to $3,000 per year for tax years 2002 through 2004. That contribution limit is increased to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $3,500 per year for tax years 2002 through 2004, $4,500 for 2005, $5,000 for 2006 and 2007, and $6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

1. The annual contribution limit described in Article I is gradually reduced to $0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of $95,000 and $110,000; for a married Depositor filing jointly, between AGI of $150,000 and $160,000; and for a married Depositor filing separately, between AGI of $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 Account 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 Account 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 designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
   (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
   (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

Article VI

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

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 inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

Article VIII

This agreement will be amended as necessary to comply with the provisions of the Code, the 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 Agreement:

(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 is entitled to assume without further inquiry that any instructions or directions executed through the Broker originate from the Authorized Agent or the Depositor (or following the death of the Depositor, the Beneficiary).

(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, that clears securities transactions through National Financial Services, LLC, 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 Delaware 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 Section 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 including tax free investment vehicles. 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.

(a) *Appointment of Broker.* The Broker, Financial 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 the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor, or administrator) 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 as set forth under this Agreement, as amended from time to time.

The duties and responsibilities conveyed 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.

(b) *Roles and Responsibilities.* The Custodian is hereby authorized to accept instructions and directions of the Depositor (or Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor, or administrator) 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 (or Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary, executor or administrator).

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) the Premiere Select Roth IRA Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies and prospectuses delivered to the Broker relating to such Funding Vehicles. To the extent that the Custodian delivers by way of mail, electronic commerce, or other means to the Broker materials or information with respect to the Account, any such communications delivered 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 indicated below. Notwithstanding anything to the contrary, in the event your Broker terminates its Clearing Agreement with National Financial Services LLC or its successors and assigns ("NFS LLC") to execute and clear securities transactions for the Account, the Custodian reserves the right to limit the purchase of additional Funding Vehicles in your Account until you designate another Broker that maintains a Clearing Agreement with NFS LLC or transfer your assets from the Account to another account:

(a) *General.* 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.

(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 Broker, 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. The Custodian will 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, penalty, or loss imposed on account of any contribution.

(a) *Contributions.* The last day to make annual contributions (including catch up 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.

(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, 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 Section 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, 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 (or following the death of the Depositor, a Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the 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 after the Custodian receives notice of the death of the Depositor and provided, further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 11 and 12 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. 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. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. 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 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. Notwithstanding any provision of this Agreement to the contrary, and unless otherwise designated by the Depositor (or following 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, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. 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) 1. *Minor.* 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.

2. *Minor Beneficiary Information.* Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

(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 408(a)(6), 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 or plan 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 the maximum annual Roth IRA contribution limit 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 transferor 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 and any related rules, regulations and guidance issued by the Internal Revenue Service, including Code Sections 408(a)(6) and 401(a)(9).

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 shall be calculated based on information provided by the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or following the death of the Depositor, the Beneficiary) using the applicable distribution period from a table prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article V, unless otherwise required to do so by the Internal Revenue Service. 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, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in accordance with such levy or court order, or with the procedures for resignation or removal in Section 24 below. 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. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 1(b) of Article V of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

13. Recharacterization of Roth IRA Contributions.

Annual contributions 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.

Annual contributions or conversion contributions 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. A contribution that constitutes a recharacterization of a prior contribution or conversion must be made by the deadline for filing the Depositor's income tax return for the year the contribution or conversion, as applicable, relates or such later date as authorized by the IRS.

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.* 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 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 (or following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or following the death of the Depositor, the Beneficiary'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.

Your Broker may charge fees in addition to or in lieu of those fees described herein. The determination of whether any fees paid to your Broker are reasonable and appropriate shall be your sole responsibility (or following your death, the Beneficiary's), 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 be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith reliance upon any such fee disbursement direction. The Depositor hereby appoints the Broker as his or her agent to direct the Custodian to disburse from the Custodial Account payment to the Broker of any such fees.

(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 Funding Vehicles 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 Funding Vehicles 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 Funding Vehicles. 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 Funding Vehicles 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 Funding Vehicles which represent 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 for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates, serves as investment advisor and which are 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 such Funding Vehicles held in the Custodial Accounts for which it has received timely instructions, but, effective solely with respect to votes before January 1, 2003, 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, 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, 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 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 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 Roth IRA designated by the Depositor (or following the death of the Depositor, the Beneficiary). 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).

Premiere Select®

Roth IRA Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001 and 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 Premiere Select Roth Individual Retirement Account ("Roth IRA"). This Roth IRA is a custodial account (the "Account") created to provide for the Depositor's support and retirement and, following the death of the Depositor, for the support of the Depositor's Beneficiary(ies). Interests in the Account are nonforfeitable

The terms used in this Disclosure Statement 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 clearly indicated otherwise or as clearly required by the context, "you" and "your" refer to the Depositor for whose benefit the Account is originally established and following the death of the Depositor, "you" or "your" refers to the Beneficiary for whom an Inherited Roth IRA (Roth IRA Beneficiary Distribution Account) is maintained.

Neither the Custodian, the Company nor any affiliate or other Fidelity Investments company provides tax or legal advice. You are strongly encouraged to seek competent tax or legal advice for any and all matters regarding this Account, as such matters may result in adverse tax consequences and/or penalties.

Right to Revoke. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this Account, you 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 acceptance of the Application by or on behalf of the Custodian. 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
PO Box 660602
Dallas, TX 75266-0602

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, please call your investment professional.

TYPES OF ACCOUNTS

The following account types are available under the Premiere Select Roth IRA Custodial Agreement and Disclosure Statement.

Accounts For Depositors.

Roth IRA. If you have "compensation" and your tax filing status and "adjusted gross income" satisfy certain requirements, you may make annual non-deductible contribution(s) of up to the maximum amount allowed under current law to a Roth IRA. You may also be able to convert an existing non-Roth IRA to your Roth IRA, depending on your adjusted gross income. The income earned on the amounts contributed to a Roth IRA will not be subject to tax upon distribution, provided certain requirements are met. If you 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.

Inherited Roth IRA. If you are a beneficiary who inherits a Roth IRA from a deceased Depositor (or deceased Beneficiary), you may maintain the tax deferred status of those inherited assets in an Inherited Roth IRA. Contributions are not permitted to be made to an Inherited Roth IRA. An Inherited Roth IRA may also be referred to as a Roth Beneficiary Distribution Account (Roth IRA BDA). A beneficiary of an Inherited Roth IRA is generally required to take annual minimum distributions from the account.

Note: For purposes of this Disclosure Statement, **"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")** 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 Section 408(d)(6) of the Code, shall be excluded from AGI for purposes of determining an individual's eligibility to make a conversion contribution to a Roth IRA.

ACCOUNT INFORMATION

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Designation of Beneficiary.

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. If you are a Beneficiary and you maintain an Inherited Roth IRA, you should designate a Successor Beneficiary 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) or Successor Beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Premiere Select Roth IRA Custodial Agreement. Please refer to Article IX, Section 9 of your Custodial Agreement ("Designation of Beneficiary") for more information. If a Beneficiary you designate is not a U.S. citizen or other U.S. Person (including a resident alien individual) at the time of your death, distribution options from the Account and the tax treatment of such distributions may be more restrictive.

Role of the Broker.

Your Investment Professional, Financial Advisor, Investment Advisor or Broker (collectively referred to as your "Broker") is the representative and/or the firm that you have appointed in the Account Application (or in another manner acceptable to and filed with the Custodian) 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 in 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 made available through the Custodian is used. Your Broker generally receives compensation for performing these services. It is your responsibility to determine whether any fees payable to your Broker are reasonable in light of the services your Broker provides to You. You can appoint a new Broker at any time on a form acceptable to and filed with the Custodian. Please refer to Article IX of your Custodial Agreement ("Broker/Investment Advisor") for more information on your Broker.

Investment of Account.

The assets in your Account will be invested in accordance with instructions communicated from you (or your Authorized Agent, if any).You should read any publicly available information (e.g., prospectuses, annual reports, etc.) which would enable you to make an informed investment decision, and 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, or might result in an erroneous transaction, you may be requested to provide further instructions or other information. In the absence of such instructions or information, all or a part of your investment may 1) remain uninvested pending instructions or information from you or your Authorized Agent, if any, 2) be returned to you, or 3) may be invested in Money Market Shares, which strive to maintain a stable $1 per share value. No part of your Account may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. 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

The following information about Contributions applies to Roth IRA Depositors only. It does not apply to a Beneficiary (or Successor Beneficiary) or to an Inherited Roth IRA.

Types of Contributions.

Annual Contributions. You 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 the year for which the contribution is made (generally April 15th). 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. All contributions to a Roth IRA are nondeductible.

Catch Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you may make a "catch up" contribution to your Roth IRA in addition to the annual contribution. It is your responsibility to ensure that you meet the requirements for making a catch up contribution, and for ensuring that you do not exceed the limits as applicable.

Conversion Contributions. You may 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 amount is otherwise eligible to be rolled over. For these purposes, the one-rollover-per-year rule does not apply. You will be subject to income tax on the taxable portion of any conversion contribution, but the premature distribution penalty will not apply. 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 your employer first made contributions to your SIMPLE-IRA maintained by your 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. 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"). If taxes are withheld from your Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies. In addition, the withholding amount may make you ineligible to convert as the withheld amounts are taken into account when determining your Adjusted Gross Income for Roth Conversion eligibility

Sixty-Day Rollover Contributions. If you have taken a distribution of all or part of your assets from your Roth IRA, you may make a rollover contribution of the same property into the same Roth IRA, another Roth IRA, or an individual retirement annuity established as a Roth IRA under Code Section 408A, provided the rollover contribution is made within 60 days of your receipt of the distribution. This rollover treatment does not require you to include the distribution in your ordinary income if it is reinvested within the 60 day period, and it allows you to maintain the tax-deferred status of these assets. A 60-day rollover can be made from a Roth IRA 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 your 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. Under certain circumstances, the 60-day rollover requirement may be waived, if IRS requirements are met.

Excess Contributions. Roth IRA contributions which exceed the allowable maximum per year, impermissible rollovers, and conversion contributions in any year in which your AGI exceeds $100,000 which remain in a Roth IRA beyond the your 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 your Roth IRA. You may correct an 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 Federal tax return for the 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 to you and may be subject to a 10% early withdrawal penalty if you are under age 59½. Alternatively, excess contributions 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. The 6% excise tax will be imposed on excess contributions in each year they are not returned or applied as contributions.

Recharacterized Contributions. You may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer of assets any contribution in your Roth IRA (the "Initial IRA"), to another IRA ("the Second IRA"), or vice versa. Any net income attributable to a contribution that is recharacterized must be transferred to the Second IRA. You may also elect to recharacterize an amount converted to your Roth IRA back to an IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before the due date (generally April 15), including extensions, for filing your Federal income tax return for the year for which the contribution to the Initial IRA relates. 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 your Initial IRA. You 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 transferred back to the Initial IRA.

Annual Roth IRA Contribution Limits.

Note: For years beginning after December 31, 2010, certain limits described below are scheduled to sunset, and may revert to limits prescribed under the Code as of January 1, 2001.

General. You may make annual Roth IRA contributions of up to the lesser of 100% of your compensation, or the maximum amount allowed under current law. The maximum annual contribution limit for your Roth IRA is reduced by the amount of any contributions you make to any other IRAs, including Traditional IRAs, but excluding any employer contributions, such as salary deferral contributions made to a SEP IRA or a SIMPLE IRA, for the particular tax year. If you are at least age 50 by December 31 of the tax year to which the contribution relates, you may make an additional "catch-up" contribution. The maximum annual contribution limits for aggregate IRA and Roth IRA contributions for the following tax years are:

Tax Years	Annual IRA Contribution Limit	Annual IRA Catch-Up Contribution for Depositor at Least Age 50	Maximum Annual IRA Contribution Limit for Depositor at Least Age 50 (including Catch-Up)
2002-2004	$3,000	$ 500	$3,500
2005	$4,000	$ 500	$4,500
2006-2007	$4,000	$1,000	$5,000
2008 and thereafter	$5,000*	$1,000	$6,000

*After 2008, the maximum annual IRA contribution limit will be indexed for cost-of-living in $500 increments.

AGI Limits for Contributions. The amount of annual contributions may be limited depending on your AGI. Eligibility to contribute to a Roth IRA is phased out for AGI of $95,000 - $110,000 for individuals, for AGI of $150,000 - $160,000 for married couples filing joint returns, and AGI of $0 - $10,000 for married couples filing separate returns. 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 individuals filing separate returns. Married individuals filing separate returns 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 your maximum annual Roth IRA contribution, you 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 the applicable annual contribution limit amount 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.

AGI Limits for 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 you have reached age 70½, your minimum required distribution under Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations must be satisfied with respect to each IRA, other than a Roth IRA, prior to making a conversion contribution for such year. The amount of any minimum distribution from an IRA other than a Roth IRA required for the year of the conversion cannot be converted to a Roth IRA.

Tax credit for IRA contributions. You may be able to receive a tax credit for your contribution to your Roth IRA. The maximum annual contribution amount eligible for the credit is $2,000 per person. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below, as well as other requirements. This credit is available for contributions made for taxable years beginning after December 31, 2001 and before January 1, 2007.

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
$0-$30,000	$0-$22,500	$0-$15,000	50%	$1,000
$30,001-$32,500	$22,501-$24,375	$15,001-$16,250	20%	$400
$32,501-$50,000	$24,376-$37,500	$16,251-$25,000	10%	$200
Over $50,000	Over $37,500	Over $25,000	0%	$0

DISTRIBUTIONS

The following information about Distributions may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

General. Distributions from the Account will only be made upon your request (or, with your prior authorization and the consent of the Custodian, the request of the Authorized Agent, 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 levy or court order, or in the event of the Custodian's resignation. Distributions from the Account are not required to begin when the Depositor turns age 70½, however minimum distribution requirements under Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations do apply to Beneficiaries after the Depositor's death. Distributions from the Account generally will not be included in gross income for federal income tax purposes for the year in which they are 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). 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, they will be includible in income to the extent of any earnings on contributions. Distributions are treated as being made first from aggregate annual Roth IRA contributions and if aggregate distributions exceed 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.

Premature Distributions to Roth IRA Depositors. 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 nondeductible 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,
* for qualified medical expenses in excess of 7.5% of the Depositor's AGI,
* to cover qualified health insurance premiums of certain unemployed individuals,
* 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),
* 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
* made on account of an IRS levy, as described in Code Section 6331.

Minimum Required Distributions:

Distribution After Death of the Depositor. If you are a Beneficiary and have inherited a Roth IRA from a Depositor who died after reaching age 70½, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required.

If you, as Beneficiary do not meet the minimum distribution requirements for the Account, you may be subject to a penalty tax of 50% of the difference between the minimum required distribution for the tax year and the amount actually received during such year.

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 in an Inherited Roth IRA, 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.

MISCELLANEOUS

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Other Considerations With Respect to the Account.

Divorce or Legal Separation. If all or any portion of your Account is awarded to a former spouse or spouse pursuant to divorce or legal separation, such portion can be transferred to an Account in the receiving spouse's name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Code Section 408(d)(6) is received and accepted by the Custodian. The Custodian may require other direction from you and the recipient of any portion of your Account.

Fees and Expenses. Fees and other expenses of maintaining and terminating the Account are described in the Application or on another form acceptable to the Custodian, and may be changed from time to time, as provided in the Custodial Agreement. Your Broker may charge or receive fees in addition to those fees described on the Application or other form for services rendered, and it is up to you to determine if any such fees are reasonable. Unless you notify the Custodian otherwise, your Broker may instruct the Custodian or its agents to deduct such fees from your Account. The Custodian is not a party to such fee(s). You should consult your Broker with any questions you may have with regard to any fees your Broker may charge.

Prohibited Transactions. If any of the events prohibited by Code Section 4975 (such as any sale, exchange or leasing of any property between you and your Account, or the purchase of any securities on margin in your Account) occurs during the existence of your Account, 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. If all or any part of the Account is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you. Such distributions would be subject to ordinary income tax and, if you are a Depositor under age 59½ at the time, to a 10% tax penalty on premature distributions.

Other Tax Considerations.

Tax Withholding. Federal income tax will generally not be withheld from distributions you receive from the Account unless you elect to have such tax withheld or the distribution represents earnings attributable to an excess contribution(s). For the portion of a distribution representing earnings attributable to an excess contribution(s), Federal income tax will automatically be withheld at a rate of 10%, unless you elect out of withholding or request withholding at a higher rate. In addition, state income tax will generally not be withheld from your Roth IRA distributions, unless you elect to have such tax withheld or the distribution represents earnings attributable to an excess contribution(s).

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.

Reporting for Tax Purposes. If you are a Depositor, 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 tax Form 1040 or 1040A for the taxable year contributed. If you are a Beneficiary, distributions must also be reported by you on such forms as the IRS may require. 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 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 Treasury 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.

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

318249 (8/02)
1.750160.103

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

320007 (8/02)
1.750164.103

Important Information Affecting the Premiere Select® IRA and the Premiere Select Roth IRA

This notice describes certain provisions relating to Traditional IRAs and Roth IRAs that are now effective (unless otherwise noted), based on recent changes in the law, cost-of-living adjustments, and guidance from the IRS. This information is intended to supplement and update the information in your Premiere Select IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable. Note that certain provisions as described in this notice are subject to change. As always, you are encouraged to consult a tax advisor with respect to any tax questions, or to determine how these changes may affect your personal situation.

Contribution Information

Annual IRA and Roth IRA Contribution Limits. Certain IRA provisions passed into law under the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") were set to expire after December 31, 2010. Under the Pension Protection Act of 2006 ("PPA"), these "sunset provisions" of EGTRRA are repealed. As a result, the following increased limits on aggregate IRA and Roth IRA contributions are made permanent under current law:

TAX YEARS	ANNUAL IRA CONTRIBUTION LIMIT	ANNUAL IRA CATCH-UP CONTRIBUTION FOR DEPOSITOR AT LEAST AGE 50	COMBINED MAXIMUM ANNUAL IRA CONTRIBUTION LIMIT FOR DEPOSITOR AT LEAST AGE 50 (INCLUDING CATCH-UP)
2014 and 2015	$5,500*	$1,000	$6,500

* In future years, the maximum annual IRA contribution limit will be indexed for cost-of-living in $500 increments.

Non-Spouse Direct Rollovers to Inherited Traditional IRAs. An eligible non-spouse beneficiary may directly roll over a decedent's interest in a qualified plan, 403(b) plan, or governmental 457(b) plan to an inherited IRA, also called an IRA Beneficiary Distribution Account (IRA-BDA). The distribution must be directly rolled over (via trustee-to-trustee transfer) to the IRA-BDA. Entity beneficiaries are not eligible to roll over to an inherited IRA; trust beneficiaries may only directly roll over inherited plan assets to an inherited IRA if the trust meets certain "look through" trust requirements. Current or past minimum distribution amounts required under the plan's terms may not be rolled over.

Designated Roth Account Rollovers to Roth IRAs. Distributions from Roth sources in employer-sponsored plans ("designated Roth accounts") can be rolled over into a Roth IRA via a 60-day rollover or a direct rollover. If only a portion of the distribution is rolled over, the portion that is rolled over is treated as consisting first of the amount of the distribution that is includable in gross income. Note that assets rolled from an employer-sponsored plan to a Roth IRA cannot be rolled back to an employer-sponsored plan. Additionally, note that income limits that determine taxpayer eligibility for annual contributions to a Roth IRA do not apply to Roth IRA rollover contribution amounts.

Qualified Rollover Contribution to a Roth IRA or [Inherited] Roth BDA. Certain distributions of pre-tax assets from employer-sponsored plans (for example, 401(a), 403(b) and 457(b) governmental plans) are eligible for rollover directly into your Roth IRA or [Inherited] Roth BDA, subject to the restrictions and taxation that apply to conversions from a Traditional IRA to a Roth IRA.

Beneficiaries of pre-tax assets in employer-sponsored plans may also request a qualified rollover contribution to a Roth IRA or Inherited Roth IRA, if applicable. A non-spouse beneficiary may roll over a decedent's interest in an employer plan to an Inherited Roth IRA. The distribution must be directly rolled over (via a trustee-to-trustee transfer) to the Inherited Roth IRA. A spousal beneficiary may roll over a decedent's interest in an employer plan to either 1) an Inherited Roth IRA or 2) a Roth IRA and elect to treat the Roth IRA as his/her own.

Assuming that all relevant IRS requirements are satisfied, a qualified rollover contribution into a Roth IRA may later be recharacterized into a Traditional IRA.

The Premiere Select IRA will also accept other amounts that may qualify as a qualified rollover contribution under the Internal Revenue Code, subject to the account owner's representation that all requirements of the Code are met.

Direct Payment of Tax Refunds to IRAs. The PPA allows taxpayers to direct that a portion of his or her federal income tax refund may be directly deposited into the taxpayer's IRA as a contribution. In certain cases, taxpayers must complete IRS Form 8888 to direct the contribution to their IRA provider.

The PPA amended certain sections of the Internal Revenue Code to apply cost-of-living adjustments (COLA) to certain AGI limits that impact IRA deductibility for active participants (or the spouses of active participants) in an employer-sponsored retirement plan, for the Saver's Credit, and for eligibility to contribute to a Roth IRA. These limits and others, as adjusted by the IRS for COLA, are described below.

Annual IRA Contributions

AGI Limits for Deductible Contributions to a Traditional IRA. If you are married filing jointly, and 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 or partially deductible IRA contribution of up to the maximum amount allowed under current law or 100% of combined compensation, whichever is less.

The deductibility of the non-active participant spouse's contribution is phased out between the following modified AGI limits:

YEAR	MARRIED TAXPAYERS FILING JOINT RETURNS
2014	$181,000–$191,000
2015	$183,000–$193,000

For "active participants" in an employer-sponsored retirement plan, full deduction is phased out between the following modified AGI limits:

YEAR	MARRIED TAXPAYERS FILING JOINT RETURNS	SINGLE TAXPAYERS
2014	$96,000–$116,000	$60,000–$70,000
2015	$98,000–$118,000	$61,000–$71,000

AGI Limits for Roth IRA Contributions. Eligibility to make annual Roth IRA contributions is phased out between the following modified AGI limits:

YEAR	MARRIED TAXPAYERS FILING JOINT RETURNS	SINGLE TAXPAYERS
2014	$181,000–$191,000	$114,000–$129,000
2015	$183,000–$193,000	$116,000–$131,000

Refer to your IRA Disclosure Statement, or IRS Publication 590, "Individual Retirement Arrangements," to calculate the amount of your contribution if you are subject to the above limits.

Saver's Credit for IRA Contributions. This tax credit was originally available for contributions made for taxable years beginning after December 31, 2001, and before January 1, 2007, under EGTRRA.

The credit was made permanent under PPA. Also, as a result of PPA, the AGI limits which determine eligibility to receive the tax credit will now be subject to cost-of-living adjustments (COLA).

For 2014:

JOINT FILERS (AGI)	HEADS OF HOUSEHOLDS (AGI)	ALL OTHER FILERS (AGI)	CREDIT RATE	MAXIMUM CREDIT
$0–$36,000	$0–$27,000	$0–$18,000	50%	$1,000
$36,001–$39,000	$27,001–$29,250	$18,001–$19,500	20%	$400
$39,001–$60,000	$29,251–$45,000	$19,501–$30,000	10%	$200
Over $60,000	Over $45,000	Over $30,000	0%	$0

For 2015:

JOINT FILERS (AGI)	HEADS OF HOUSEHOLDS (AGI)	ALL OTHER FILERS (AGI)	CREDIT RATE	MAXIMUM CREDIT
$0–$36,000	$0–$27,375	$0–$18,250	50%	$1,000
$36,001–$39,500	$27,376–$29,625	$18,251–$19,750	20%	$400
$39,501–$61,000	$29,626–$45,750	$19,751–$30,500	10%	$200
Over $61,000	Over $45,750	Over $30,500	0%	$0

SEP-IRA Contributions. If you are a participant in a SEP plan offered by your employer, your employer may make annual SEP contributions on your behalf up to the lesser of 25% of compensation, or $52,000 in 2014 and $53,000 in 2015, per participant. The limit is indexed for cost-of-living adjustments in $1,000 increments in subsequent years. The maximum compensation on which contributions to SEPs and SARSEPs can be based is $260,000 in 2014 and $265,000 in 2015 and indexed for cost-of-living adjustments in $5,000 increments in subsequent years. Elective deferrals to SARSEPs are also subject to the limits more fully described below. Additionally, SARSEP participants who reach age 50 by December 31 of the tax year for the corresponding contribution may be able to contribute an additional catch-up contribution, if the plan allows.

TAX YEAR	ANNUAL ELECTIVE DEFERRAL LIMIT	SARSEP CATCH-UP CONTRIBUTION FOR PARTICIPANTS AT LEAST AGE 50	MAXIMUM ANNUAL ELECTIVE DEFERRAL LIMIT FOR PARTICIPANTS AT LEAST AGE 50 (INCLUDING CATCH-UP)
2014	$17,500	$5,500	$23,000
2015	$18,000	$6,000	$24,000

PPA, as well as certain other legislative changes, included provisions that affect distributions from IRAs and Roth IRAs, as described below.

Distributions

Designated Roth Account Rollovers and the 5-Taxable-Year Period of Participation. If there is a rollover of designated Roth account assets from an employer-sponsored plan to a Roth IRA, the period that the rolled-over funds were in the employer-sponsored plan do not count toward the determination of the 5-year period in the Roth IRA. However, if an individual had established a Roth IRA in a year prior to the rollover, the 5-year period for determining qualified distributions from the Roth IRA, which began with the first contribution to that Roth IRA, would also apply to any funds subsequently rolled over from an employer-sponsored plan.

Qualified HSA Funding Distribution. A one-time "qualified Health Savings Account (HSA) funding distribution" may be made from an IRA (other than a SEP or SIMPLE-IRA) and contributed to the health savings account of an individual in a direct trustee-to-trustee transfer. If eligible, the amount of the distribution will not be includable in income and is limited to the statutory maximum contribution allowed for such HSA eligible individual, reduced by any other contributions made to the HSA for that year. The distribution is not subject to the 10% early withdrawal penalty if taken prior to age 59½.

Qualified Reservist Distribution. A "qualified reservist distribution" may be made from a qualified plan or an IRA by an individual ordered or called into active duty for a period of more than 179 days of active duty or for an indefinite period of time after September 11, 2001. The amount distributed may be recontributed to an IRA at any time during a two-year period after the end of active duty. The distribution is not subject to the 10% early withdrawal penalty if taken prior to age 59½.

Inherited IRA Rolled Over from a Qualified Plan by a Non-Spouse Beneficiary. To the extent an individual who is a non-spouse beneficiary has rolled over inherited qualified plan assets from a qualified plan, 403(b) plan, or governmental 457(b) plan into an inherited IRA, the following special rules apply:

In general, the required minimum distribution (RMD) rules of the deceased participant's employer-sponsored plan for non-spouse beneficiaries also apply to the Inherited IRA. This is usually either the 5-year rule [IRC (401(a)(9)(B)(ii)] or the life expectancy rule [(IRC 401(a)(9)(B)(iii)]. EXCEPTION: If the 5-year rule applies, the non-spouse beneficiary may use the life expectancy rule if the rollover is made prior to the end of the year following the year of the participant's death, but not after that. If the participant died after his or her required beginning date, the life expectancy rule applies.

For additional information on changes affecting your IRA, review IRS Publication 590, or contact your investment professional. You should review these changes carefully. As always, you are encouraged to consult a tax advisor with respect to any tax questions or to determine how these changes may affect your personal situation.

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

1.831590.109 - 429088.10.0 (01/15)

AMENDMENTS TO THE PREMIERE SELECT®
IRA CUSTODIAL AGREEMENT, THE PREMIERE SELECT ROTH IRA CUSTODIAL AGREEMENT AND THE PREMIERE SELECT SIMPLE IRA CUSTODIAL AGREEMENT

Preamble and Effective Date of Amendment. These amendments to the Premiere Select IRA Custodial Agreement, the Premiere Select Roth IRA Custodial Agreement and the Premiere Select SIMPLE IRA Custodial Agreement are adopted to allow for the provision of an FDIC-Insured bank deposit sweep program as the default core account investment vehicle for a Premiere Select Individual Retirement Account, including the Premiere Select Traditional IRA, Roth IRA, SEP-IRA or SIMPLE IRA (each an "IRA"). These amendments are effective as of January 1, 2009.

Supersession of Inconsistent Provisions. These amendments shall supersede the provisions of the Premiere Select IRA Custodial Agreement, the Premiere Select Roth IRA Custodial Agreement and the Premiere Select SIMPLE IRA Custodial Agreement to the extent those provisions are inconsistent with the provisions of the respective amendments. Unless amended herein, all other provisions of the Premiere Select IRA Custodial Agreement, the Premiere Select Roth IRA Custodial Agreement and the Premiere Select SIMPLE IRA Custodial Agreement shall remain in full force and effect. All defined terms shall have the same meaning as set forth in the Premiere Select IRA Custodial Agreement, the Premiere Select Roth IRA Custodial Agreement and the Premiere Select SIMPLE IRA Custodial Agreement.

The Premiere Select IRA Custodial Agreement Article VIII(2)(b), the Premiere Select Roth IRA Custodial Agreement Article IX(2)(b), and the Premiere Select SIMPLE IRA Custodial Account Agreement Article VIII(2)(b) are amended by inserting the words "and disclosure documents" after the word "prospectuses" in the first sentence of the second paragraph.

The Premiere Select IRA Custodial Agreement Article VIII(3)(a), the Premiere Select Roth IRA Custodial Agreement Article IX(3)(b), and the Premiere Select SIMPLE IRA Custodial Account Agreement Article VIII(3)(a) are amended by inserting the symbol and words "disclosure document" after the word "prospectus" in the second sentence.

The Premiere Select IRA Custodial Agreement Article VIII(3)(c)(ii), the Premiere Select Roth IRA Custodial Agreement Article IX(3)(d)(ii), and the Premiere Select SIMPLE IRA Custodial Account Agreement Article VIII(3)(c)(ii) are amended by inserting the words "or other Core Account Investment Vehicle," after the words "Money Market Shares."

The Premiere Select IRA Custodial Agreement Article VIII(3)(e), the Premiere Select Roth IRA Custodial Agreement Article IX(3)(f), and the Premiere Select SIMPLE IRA Custodial Account Agreement Article VIII(3)(e) are amended by inserting the symbol and word "withdrawal" after the word "retention" in the first sentence.

The Premiere Select IRA Custodial Agreement Article VIII(19)(a), the Premiere Select Roth IRA Custodial Agreement Article IX(19)(a), and the Premiere Select SIMPLE IRA Custodial Account Agreement Article VIII(19)(a) are amended by inserting the words "or withdrawal" after the words "by sale" and inserting the words "or funds withdrawn" after "sales proceeds" in the second sentence.

The Premiere Select IRA Custodial Agreement Article VIII(19)(c), the Premiere Select Roth IRA Custodial Agreement Article IX(19)(c), and the Premiere Select SIMPLE IRA Custodial Account Agreement Article VIII(19)(c) are amended by inserting the symbol and words "/Withdrawal of Funds" after the words "Sale of Assets" in the header of sub-section (c), followed by the insertion of the words "or withdraw funds" after "sell assets", "or withdraw" after the next instance of the word "assets", and the insertion of "/funds withdrawn" after "sale proceeds."