

Fidelity Designated Beneficiary Form for a Transfer on Death (TOD) Account

Customer Information:

Account Owner Name _____

Owner's Social Security Number - -

Joint Account Owner Name _____

Joint Account Owner's Social Security Number - -

Account Number -

Daytime Phone: () -

Use this Form to designate or change beneficiary(ies) for your **non-retirement Fidelity AccountSM or Fidelity Funds Account only**. To make any changes (e.g., names or share percentages) to your existing primary and/or contingent beneficiary designation, you must complete the Form in its entirety. Leaving the contingent beneficiary section blank constitutes an update and will replace any contingent beneficiaries you may have on file; rules of succession will then apply as described in the Fidelity Investments Designated Beneficiary Agreement. This Form will replace all previous beneficiary designations you have made under the Agreement for the named account. If you have multiple accounts, you must use a separate Form for each of your Fidelity accounts. If additional space is needed, attach another sheet that identifies the beneficiary and is signed and dated by all account owners.

To take advantage of the Fidelity Investments Designated Beneficiary Agreement, you must have an eligible non-retirement account at Fidelity. Eligible accounts are those registered in the name of an individual, joint tenants with rights of survivorship, or tenants by the entirety. Do not use this Form for College Investment Plan accounts. If you do not have an eligible account, establish an account online at our Web site, Fidelity.com, or call 800-544-6666 and request a new account application. If this Form is submitted with an application to open a new account, this Form will apply to the new account application.

Before completing the Form, review the copy of the Fidelity Investments Designated Beneficiary Agreement that has been provided. The Agreement governs the Form. If you have any questions about how the Agreement may apply to your specific situation, you should consult your personal tax and estate planning professional. For questions on completing this Form, call us at 800-544-6666.

Return the completed Form to: Fidelity Investments, PO Box 770001, Cincinnati, OH 45277-0002.

1 BENEFICIARY INFORMATION AND INSTRUCTIONS

You must select either Option A or Option B in this section. (Option B is available only for accounts owned by an individual.)

Option A. I (we) hereby designate the person(s) named below as primary beneficiary(ies) to receive the assets remaining in the account listed on this Form upon my death, or at the death of the surviving account owner if the account is owned by more than one person. Check the box in the far right column to designate that the share of the named beneficiary should be paid to his or her descendants if the named beneficiary does not survive the account owner (see Designated Beneficiary Agreement for details).

Primary Beneficiary Designation

| Name (first, MI, last) (For trusts, please provide trust name and name of trustees) | Social Security Number/ Tax ID Number | Share % | Date of Birth or Date of Trust | Relationship to Account Owner | Designate Share to Descendants |
|--|--|-------------|-----------------------------------|----------------------------------|--------------------------------------|
| | | | | | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> |
| Total | | 100% | | | |

If additional space is needed, please attach an additional sheet that identifies the beneficiaries and is signed and dated by all account owners.

Contingent Beneficiary Designation

If no primary beneficiary designated on this form is living at the time of my death, or at the death of the surviving account holder (if the account is owned by more than one person), the assets remaining in the account shall be distributed to the beneficiary(ies) designated below. Check the box in the far right column to designate that the share of the named beneficiary should be paid to his or her descendants if the named beneficiary does not survive the account owner (see Designated Beneficiary Agreement for details).

| Name (first, MI, last) (For trusts, please provide trust name and name of trustees) | Social Security Number/ Tax ID Number | Share % | Date of Birth or Date of Trust | Relationship to Account Owner | Designate Share to Descendants |
|--|--|-------------|-----------------------------------|----------------------------------|--------------------------------------|
| 1. | | | | | <input type="checkbox"/> |
| 2. | | | | | <input type="checkbox"/> |
| 3. | | | | | <input type="checkbox"/> |
| 4. | | | | | <input type="checkbox"/> |
| Total | | 100% | | | |

OR:

Option B. (Individual account owners only. Option B is not permitted for joint accounts. Do not complete the table in Option A if you elect this option.) I designate my descendants who are living at the time of my death as primary beneficiary(ies) to receive all of the assets remaining in the account listed on this form upon my death in the manner defined in the Designated Beneficiary Agreement. Fidelity may rely on certification of the identity of the beneficiaries entitled to receive the account from my personal representative, any beneficiary or representative of any beneficiary, or any other person deemed appropriate by Fidelity.

2 SIGNATURES

All account owners must sign this Form.

I certify that I have received and read a copy of the Fidelity Investments Designated Beneficiary Agreement. I agree to be bound to the terms and conditions set forth in the Agreement, of which this Form is a part, as may be amended from time to time. The designation of beneficiary I am making, and any future changes to those designations, will be effective only when accepted by Fidelity in accordance with the terms of the Agreement. When accepted by Fidelity, the designation in this Form will replace any earlier designation I have made.

I hereby consent to the Agreement and to the beneficiary(ies) I have designated on this Form.

I understand that the Agreement shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superceded by federal law or statute.

SIGNATURE OF ACCOUNT OWNER

DATE

SIGNATURE OF JOINT ACCOUNT OWNER

DATE

X

X



Designated Beneficiary Agreement

Fidelity Investments Designated Beneficiary Agreement provides for the disposition of assets held in a non-retirement Fidelity AccountSM or Fidelity Funds Account. The disposition is controlled by the terms of this Agreement and the Fidelity Designated Beneficiary Form (the "Form") (collectively, the "Agreement") between the account holder and Fidelity Brokerage Services LLC, Fidelity Distributors Corp., or National Financial Services LLC, collectively referred to as "Fidelity." The Form is incorporated into the Agreement by reference. The Agreement creates a transfer on death registration for the account holder's account. At the death of the account holder (or at the death of the last surviving account holder in accounts held as joint tenants with right of survivorship or as tenants by the entirety) the assets in the account subject to the Agreement will be transferred to the one or more beneficiaries (the "beneficiary" or "beneficiaries") designated in the Agreement or in subsequent restatements of it received and accepted by Fidelity in the manner herein provided. The designation made under the Agreement will take precedence over any disposition contained in estate planning documents such as a will or trust. Fidelity does not give legal or tax advice in connection with the Agreement, and account holders are advised to consult with their attorneys and other tax, financial, and estate planning professionals which they deem appropriate before completing any designation under the Agreement. The account holder acknowledges that Fidelity has not advised, nor has any obligation to advise, as to the suitability of the Agreement for the account holder. The account holder further acknowledges that the Agreement does not constitute a trust, and that Fidelity has no fiduciary duty as a trustee under the Agreement to the account holder, any beneficiary under the Agreement, or any other interested party.

The Agreement adds to and does not replace any of the terms and conditions of an account holder's Fidelity Account customer agreement and any other agreements between the account holder and Fidelity that apply to this account. If any of the terms of the Agreement should conflict with those of any other agreements that apply to an account holder's Fidelity Account, as they are amended from time to time, the terms of the Agreement will control with respect to issues relevant to the Agreement. The terms of the Agreement may be amended from time to time by Fidelity by written notice to the account holder and the terms of the Agreement in effect at the death of the last surviving account holder will control the disposition of assets under the Agreement.

So long as at least one account holder is living, Fidelity reserves the right to terminate the Agreement, to revoke the Agreement, and to require that assets held in an account subject to the Agreement be transferred to an account to which the Agreement does not apply. For purposes hereof, the term "account holder" shall mean the account owner who has executed the Agreement, and, in the case of an account held as joint tenants or as tenants by the entirety, the term "account holder" shall mean each then living account holder, and references to the estate of the account holder shall mean the estate of the last surviving account holder. In addition, for purposes hereof, the term "Transfer Date" shall mean the date of death of the account holder, or, in the case of an account with two or more account holders, the date of death of the last surviving account holder.

Fidelity may at any time denote the registration of assets held in an account which is subject to the Agreement without indicating the identity of the beneficiaries designated under the Agreement. Fidelity may refuse for any reason to accept any designation made by an account holder under the Agreement. Certain assets, including, but not

limited to, any insurance or endowment policy or annuity contract (whether payable in a lump sum or periodically for a term defined by life or other specified period), are ineligible for the Agreement. Limited partnership interests may be ineligible for the Agreement due to partnership agreement or transfer agent conditions. Fidelity disclaims all liability for a failure to transfer any ineligible assets. If an account governed by the Agreement should hold ineligible assets at the Transfer Date and the disposition of these assets at the Transfer Date is not governed by an agreement or contract specifically related to the ineligible assets, the ineligible assets will be paid to the estate of the account holder. Certain accounts are ineligible for the Agreement. If an account governed by the Agreement is converted to an ineligible account, the Agreement will be revoked and on the Transfer Date all assets of the account will be paid to the estate of the account holder.

A. Eligibility for the Agreement In order to participate in the Agreement, account holders must have a Fidelity Account or Fidelity Funds Account registered in individual name or by two or more individuals as joint tenants with right of survivorship or tenants by the entirety. Holders of an account with any other type of registration must change the registration to one of these types of accounts if they want to participate in the Agreement. If an account governed by the Agreement is registered in individual name and is changed to an account registered as joint tenants or tenants by the entirety, the Agreement will be revoked and upon the Transfer Date all assets of the account will be paid to the estate of the account holder. Account holders domiciled in a community property state should consult with their attorneys and other tax, financial, and estate planning professionals before creating an account held as joint tenant with a spouse in order to review the specialized tax and other consequences of establishing such an account.

B. Effective Date of Agreement and Beneficiary Designation The designation of beneficiaries under the Agreement will become effective only by a written designation signed by the account holder on a form acceptable to, and filed with, Fidelity; provided, however, that no such written designation will be effective unless it is received and accepted by Fidelity no later than thirty (30) days after the Transfer Date.

C. Determination of Beneficiaries The account holder must designate the beneficiaries in writing on a form acceptable to Fidelity. The Fidelity Designated Beneficiary Form is recommended. Photocopies and facsimiles of the Form are acceptable, but an original signature of the account holder is required. Any designation form that is not signed and dated by the account holder will not be accepted.

If the account holder designates: (1) the descendants of a primary beneficiary as beneficiaries by checking the box in Section 1, Option A; (2) the descendants of the account holder as beneficiaries by checking the box in Section 1, Option B; or (3) the descendants of a contingent beneficiary by checking the box in Section 1 of the Form, that designation will include persons within the class living on the date of the designation as well as persons born or legally adopted after the date of the designation who are members of the class on the Transfer Date. Otherwise, only beneficiaries identified by name will share in the account proceeds, and the designation of named individuals who may be in the same class as other people (e.g., children or grandchildren) will not automatically include the other members of the class, regardless of whether they were born, adopted, or otherwise became a member of the class before or after the date of the Agreement. In either case, only those beneficiaries living on the Transfer Date will receive the assets of the account.

For purposes of the Agreement, if a trust, partnership, corporation, or other entity is named as a beneficiary and such entity is not in existence on the Transfer Date, such entity will be deemed not to have survived the account holder. Fidelity shall be authorized to rely on copies of death certificates furnished to it by any beneficiary, the personal representative of the estate of the account holder, or any other source to determine the time of death of the account holder or of any beneficiary. Fidelity shall also be authorized to rely on public records furnished to it by any beneficiary, the personal representative of the estate of the account holder, or other source as well as any representation of facts made by the account holder, the personal representative of the estate of the account holder, any beneficiary or representative of any beneficiary, or any other person deemed appropriate by Fidelity.

If the account holder has failed to indicate the beneficiaries as to all or any portion of the assets passing pursuant to the Agreement, whether because the percentages of assets designated as passing under the Agreement total less than 100% thereof, because one or more beneficiaries is deceased on the Transfer Date, or for any other reason, the assets passing under the Agreement shall be distributed to the primary beneficiaries who survived the account holder in the proportion that their shares bear to each other or, if no primary beneficiary is then living, the assets passing under the Agreement shall be distributed to the contingent beneficiaries who survived the account holder in the proportion that their shares bear to each other. For purposes of the Agreement, the term "primary beneficiary" shall mean: (1) a named primary beneficiary under Section 1, Option A of the Form; (2) descendants of the account holder who receive assets because the account holder has so indicated by checking the box in Section 1, Option B, of the Form; or (3) descendants of a deceased named primary beneficiary who receive assets because the account holder has so indicated by checking the box in Section 1, Option A, of the Form. Any distribution made because the account holder has checked the box in Section 1, Option A; Section 1, Option B; or Section 1 shall be paid to the descendants of the account holder (in the case of Section 1, Option B) or the descendants of the named beneficiary (in the case of Section 1, Option A, or Section 1) living at the Transfer Date in the following manner: the assets are divided into as many equal shares as there are (i) children of the account holder (or designated named beneficiary) living at the Transfer Date and (ii) deceased children of the account holder (or designated named beneficiary) who have descendants living at the Transfer Date. Each living child is allocated one share. The share of each deceased child with living descendants is divided in the same manner, with subdivision repeating at each succeeding generation until the property is fully allocated among living descendants. For example, if the box in Section 1, Option B, of the Form has been checked and if the account holder ("Account Holder") then has two living children and one deceased child who has three living children (grandchildren of the Account Holder), each living child of the Account Holder would receive one-third of the account and each of the three children of the deceased child would receive one-ninth of the account. Division among the descendants of a named beneficiary would occur in the same manner as to the share of the named beneficiary. For this purpose, the term "descendants" shall include both natural and legally adopted descendants living at the Transfer Date.

If no primary or contingent beneficiary is living on the Transfer Date, the assets passing pursuant to the Agreement will be paid to the estate of the Account Holder.

D. Changes to Beneficiary Designations The Account Holder may at any time change the named beneficiaries or revoke the designations made under the Agreement. A subsequent beneficiary designation will automatically revoke a prior designation of beneficiaries when it becomes effective. In order to be effective, any

change or revocation must be by a written designation signed by the Account Holder on a form acceptable to, and filed with, Fidelity. The designation must be signed and dated by the Account Holder and received and accepted by Fidelity as provided herein. If a new Form is submitted, it must be completed in full, with both the changes made and all prior designations which are not being modified. A new written designation that is accepted by Fidelity will be effective according to its terms and has the effect of revoking all prior written designations. Fidelity will not honor any change of beneficiary made in a will, trust, premarital or other extraneous agreement, even if specific reference is made therein to the Agreement or to one or more specific accounts, except by court order delivered to Fidelity before it makes transfer under the Agreement.

An attorney-in-fact, conservator, guardian or other duly authorized and acting representative of the Account Holder may not change the beneficiary designation unless expressly authorized by the instrument granting authority to act on the Account Holder's behalf. Fidelity may require such representative to execute a certification of the representative's authority and/or an indemnification of Fidelity acceptable to it as to any liability it may incur in connection with such change.

Except as provided with respect to descendants of the Account Holder who become entitled to property because the Account Holder has checked the box in Section 1, Option B, or to descendants of a named beneficiary who become entitled to a portion of the account because the Account Holder has checked the appropriate box in Section 1, changes in the relationship between the Account Holder and any beneficiary, including, but not limited to, subsequent marriage, dissolution of marriage, remarriage or adoption, will not automatically add or revoke designations of beneficiaries. For example, if a former spouse was a designated beneficiary prior to dissolution of the marriage, the former spouse would remain a beneficiary after the dissolution unless his or her designation as a beneficiary was expressly revoked by execution of a new Form signed by the Account Holder and received and accepted by Fidelity as provided herein.

All written instructions, notices or communications required to be given to Fidelity shall be mailed or delivered to Fidelity at its designated mailing address as specified on the Form or Account Statement (or such other address as Fidelity may specify) and no such instruction, notice or communication shall be effective until Fidelity's actual receipt thereof.

E. Payment on Death Until the Transfer Date, the Account Holder retains complete control over the assets in any account subject to the Agreement and the beneficiaries have no interest in the account. Until the Transfer Date, there will be no transfers made pursuant to the Agreement. All assets in the account subject to the Agreement must be held at Fidelity in order to be distributed to the named beneficiaries at the Transfer Date. Transfers to one or more beneficiaries will be reduced by any outstanding financial obligation of the Account Holder to Fidelity, including, but not limited to, any margin debt balance; and shall include any interest, earnings, dividends, or other payments associated with these account assets not paid or credited before the Transfer Date, except for such interest, earnings, and dividends paid after death and before Fidelity has had reasonable time to act following receipt of written notice of the Account Holder's death. Transfer will be made pursuant to the Agreement without regard to any oral or written agreement as to the disposition of assets subject to the Agreement which may exist between the Account Holder and any one or more beneficiaries. If any beneficiary disclaims a transfer under the Agreement, in whole or in part, a valid disclaimer must be presented to Fidelity in a manner that affords Fidelity reasonable opportunity to act. Fidelity has no duty to withhold a transfer based on knowledge of an adverse claim unless written notice is given of that claim that affords Fidelity reasonable opportunity to act, and shall bear no responsibility for any transfers made pursuant to the Agreement before such notice

is given. In such a situation, Fidelity reserves the right to require a court order before making transfer of any assets transferable pursuant to the Agreement.

It is the responsibility of each beneficiary designated under the Agreement to notify Fidelity of the death of the Account Holder and to provide in a timely manner: (1) a completed copy of the applicable Fidelity form; (2) a copy of the death certificate; (3) a tax waiver if required by state law; and (4) such additional information or documents as Fidelity may deem necessary or appropriate in its sole discretion. In some instances, Fidelity may require a certification of the identity of the beneficiaries from the personal representative of the estate of the Account Holder, a beneficiary or representative of a beneficiary, or any other person deemed appropriate by Fidelity. Fidelity will have no responsibility for locating beneficiaries. Fidelity reserves the right to require each beneficiary to open an account at Fidelity in order to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets.

Fidelity reserves the right to withhold a portion of the account transferable to any beneficiary which may be subject to tax under any provision of the Internal Revenue Code or any state statute.

Reregistration of assets in any account subject to the Agreement will begin as soon as practicable, no sooner than thirty (30) days after the Transfer Date.

Fidelity has no obligation or responsibility to see to the application of funds paid or otherwise distributed to one or more beneficiaries under the Agreement. In the event that it is not feasible to distribute assets subject to the Agreement, or if the Account Holder shall have obligations to Fidelity which have not been paid, or if Fidelity may be responsible for the payment of tax relating to the account under any provision of the Internal Revenue Code or any state statute, Fidelity reserves the right to liquidate assets to the extent that it may deem necessary, in its sole discretion, and to distribute the proceeds, net of any obligation to Fidelity or any obligation paid by Fidelity, in accordance with the Agreement.

Fidelity shall have no obligation to: (1) locate any beneficiary, the spouse or legal heirs of any Account Holder or the personal representative of the estate of any Account Holder; (2) notify any person of any proposed or completed transfer of assets pursuant to the Agreement; or (3) independently verify any information submitted by any person claiming an interest in an account subject to the Agreement.

Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken with respect to assets subject to the Agreement, Fidelity reserves the right, in its sole and absolute discretion, to 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, and other appropriate and pertinent expenses shall be borne by the assets of the account in such manner as Fidelity, in its sole discretion, shall determine.

F. Payments to Minors and Other Beneficiaries Under Incapacity

If a distribution upon the Transfer Date is payable to a person known by Fidelity to be a minor or otherwise under a legal disability, Fidelity may, in its absolute discretion, make all, or any part of the distribution to: (1) a parent of such person; (2) the guardian, conservator, or other legal representative, wherever appointed, of such person; (3) a custodial account established under a Uniform Transfers to Minors Act or similar act; (4) any person having control or custody of such person; or (5) to such person directly. If there is no existing custodial account for each minor beneficiary, a court-appointed guardian may be required for the administration of any assets otherwise payable to a minor. Fidelity reserves the right to seek the court appointment of a custodian or guardian if none is otherwise serving.

G. Plan Fees Fidelity does not charge a fee for the establishment of the TOD plan. Fees may change from time to time; refer to the brokerage Schedule of Fees for additional information or visit us at Fidelity.com.

H. Indemnity The Account Holder, his or her estate and his or her successors-in-interest, including all beneficiaries, shall fully indemnify and save harmless Fidelity, its agents, affiliates, control persons, successors and assigns, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, by or to any person or entity, including any beneficiary, any creditor of the Account Holder, the estate of the Account Holder and the Account Holder's heirs, successors and assigns, arising out of or relating to:

- Any conflicting designation of beneficiary under the Agreement made in the Account Holder's will, revocable living trust or any other instrument.
- Any written change of beneficiaries that the Account Holder has made that has not been accepted by Fidelity as provided herein.
- Any other action taken by Fidelity in opening and maintaining an account under the Agreement, registering assets in the name of the account and completing transfers from the account upon the Transfer Date, including, but not limited to, Fidelity's reliance on individuals named in this Agreement.

I. Governing Law The Agreement and its provisions are effective immediately upon Fidelity's receipt and acceptance of the Agreement as provided herein. **The Agreement, and the duties and obligations of Fidelity 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, as applied to contracts entered into and completely performed within said Commonwealth, shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the heirs, personal representatives, successors and assigns of the Account Holder and the beneficiaries designated by the Account Holder.**



