

SIMPLE IRA Plan

Employer Guide





Gain a competitive edge.

The Premiere Select® SIMPLE IRA Plan (the Plan) is designed to give your business a competitive advantage.

ATTRACT AND RETAIN QUALITY EMPLOYEES

A retirement plan is one of the most appreciated benefits you can offer your employees. That's why it makes good business sense, since it may help improve your employee retention levels.

A COST-EFFECTIVE PLAN DESIGN

You pay no plan setup or yearly administration fees. A low annual custodial fee is deducted directly from your participants' accounts.

A HASSLE-FREE RETIREMENT PLAN

There are no complicated discrimination tests or employer IRS filings—making the SIMPLE IRA relatively easy to set up and maintain. Your employees control their own accounts.

CREATE TAX BENEFITS FOR YOU AND YOUR EMPLOYEES

A SIMPLE IRA Plan gives you many of the tax advantages you'd expect from a qualified retirement

plan—tax-deductible contributions for your business and tax-deferred growth potential for your participants.

HELP YOUR EMPLOYEES SAVE FOR A FINANCIALLY SECURE FUTURE

Employer contributions are mandatory. You can choose to make either matching or nonelective contributions. In addition, employees can elect to defer a portion of their salary into their account each year.*

For 2012, the maximum employee contribution limit is the lesser of 100% of compensation or \$11,500.

CATCH-UP CONTRIBUTIONS FOR SIMPLE IRA OWNERS

SIMPLE IRA owners age 50 or older (as of December 31 of the tax year) may be eligible to make an annual "catch-up contribution" each year in addition to their annual contributions. The catch-up contribution amount limit is as follows:

YEAR	CATCH-UP AMOUNT
2012	\$2,500

*If employees elect not to defer, employers are not required to make matching contributions.

An answer to your needs



The Premiere Select SIMPLE IRA Plan may be the answer to your company's retirement plan needs.

HERE'S HOW IT WORKS

The Premiere Select SIMPLE IRA Plan lets you offer your employees many of the same benefits as a 401(k) plan, without the same administrative complexities.

It allows them to build their own tax-deferred retirement savings through convenient payroll deductions. Employees can reduce their current federal income taxes by contributing a portion of their salary to their account, and they also defer taxes on any investment earnings—as long as the money remains in the account.

As an employer, you must also make contributions on behalf of your employees. This helps you retain valuable staff and recruit the best candidates. Additionally, your contributions are generally considered a business expense and may be fully deductible.

A WIDE ARRAY OF INVESTMENT CHOICES

Investment flexibility is a key feature of the Premiere Select SIMPLE IRA Plan. By recognizing that not all your employees have the same level of investing experience, you can help accommodate the needs of all levels of investors by offering access, through a brokerage account, to individual securities and a vast array of mutual funds. In addition, your employees may choose to have an investment professional assist them with selecting appropriate investments.

Plan highlights

A SIMPLE IRA Plan offers flexible design features for both you and your employees.

ELIGIBILITY

Any corporation, partnership, sole proprietor, tax-exempt, or government employer with 100 or fewer eligible employees can offer a SIMPLE IRA Plan, provided they do not maintain any other employer-sponsored retirement plan. The following individuals must be included in the 100-employee limit:

- Employees reasonably expected to earn at least \$5,000 in compensation during the calendar year and who have earned at least \$5,000 from you in any two preceding calendar years
- Employees of controlled or affiliated companies
- Certain leased employees

The employer may establish more liberal rules for eligibility.

PLAN ESTABLISHMENT DEADLINE

The Plan:

- may be established on any date before October 1 for existing employers¹
- must be accepted by the Custodian on or before October 1 in order to be in effect for the current year
- can be made available after it is adopted by the employer and employees are notified

EMPLOYEE SALARY DEFERRAL CONTRIBUTION LIMIT

For 2012, the annual employee salary deferral contribution limit is \$11,500. Note that employees past age 70½ can continue contributing to a SIMPLE IRA plan—even though they are prohibited by law from contributing to a Traditional IRA.

EMPLOYER CONTRIBUTIONS

Employers must either match employee salary deferral contributions or make nonelective contributions. Each year, they must notify employees of the contribution method within a reasonable time before the 60-day election period.²

Matching Option—Employers match, dollar for dollar, up to three percent (3%) of compensation to a maximum annual contribution of \$11,500 for 2012. With certain notification requirements to employees, this percentage may be reduced to as low as 1% of compensation for any two out of the five previous consecutive years. If an employee does not contribute to his or her account, employers are not required to contribute to the employee's SIMPLE IRA.

Nonelective Option—Employers contribute two percent (2%) of compensation for all eligible employees (up to a maximum of \$5,000),³ regardless of whether employees make their own salary deferral contributions.

Employer contributions beyond the matching or nonelective options are not permitted.

¹ An exception applies for businesses started after October 1.

² The 60-day election period generally runs from November 1 to December 31 (except in the first Plan year, when the 60-day election period varies with the Plan effective date). Employers can extend the 60-day election period to provide additional opportunities for employees to make elections.

³ The maximum compensation on which annual nonelective contributions can be based is \$250,000 for 2012. For self-employed individuals, compensation means earned income.



VESTING

The Plan requires 100% immediate vesting of all employer and employee contributions.

LOANS

By law, loans are not permitted under a SIMPLE IRA Plan.

WITHDRAWALS

Employees can take money out of the Plan at any time. All withdrawals are subject to applicable income taxes and penalties. Before age 59½, a 10% penalty tax may apply — and there is an additional 25% penalty if withdrawals are taken during the two-year period that begins on the date the employer makes the first contribution on the participant's behalf.

ADMINISTRATIVE REQUIREMENTS

Employers are required to distribute a 60-day notice and Summary Description to employees annually.

The Plan is exempt from IRS 5500 filings, ADP and ACP discrimination tests, and top-heavy requirements.

Contribution worksheet

ESTIMATING EMPLOYER CONTRIBUTIONS

The following worksheet can help you estimate what it may cost your company to offer the Premiere Select SIMPLE IRA Plan. After you complete it, you'll be able to compare costs for the two employer contribution options. Note that under Option 1: Employer-matching contribution, you can estimate both the standard 3%

match as well as the 1% reduced match available in any two out of five years. Keep in mind that your actual contributions will vary each year, depending on several factors, including the number of eligible employees in the Plan, their compensation, the number of employees who elect to make salary reduction contributions, and the amount of their contributions.

OPTION 1: EMPLOYER-MATCHING CONTRIBUTION	EXAMPLE	YOUR COMPANY
1. Average annual pre-tax compensation of eligible employees you expect to contribute	\$30,000	
2. Average percentage of salary you estimate participants will defer	5%	
3. Average participant contribution (multiply line 1 by line 2)	\$1,500	
4. Total number of eligible employees you estimate will contribute	10	
WITH A 3% MATCH		
5a. Average employer-matching contribution: 3% match (multiply line 1 by 3%) ⁴	\$900	
5b. Total estimated annual employer-matching contribution with 3% match option (multiply line 4 by line 5a)	\$9,000	
WITH A 1% MATCH		
6a. Average employer-matching contribution: 1% reduced match (multiply line 1 by 1%) ⁵	\$300	
6b. Total estimated employer-matching contribution with reduced 1% match option (multiply line 4 by line 6a)	\$3,000	

⁴The maximum annual employer contribution limit per participating employee is 3% of an employee's compensation or \$11,500 (the maximum annual employer deferral amount), whichever is less. This worksheet assumes that the average percentage of salary deferred by employees is 3% or more.

⁵Available in any two out of five previous consecutive years.



As a small-business owner, you can take advantage of the SIMPLE IRA Plan's flexible features while offering your employees a competitive retirement plan.

OPTION 2: EMPLOYER NONELECTIVE CONTRIBUTION	EXAMPLE	YOUR COMPANY
1. Average annual compensation ⁶ of your eligible employees	\$30,000	
2. Average employer compensation per eligible employee (multiply line 1 by 2%; not to exceed \$5,000 per participant)	\$600	
3. Total number of eligible employees	10	
4. Total estimated annual employer contribution with 2% nonelective contribution option (multiply line 2 by line 3)	\$6,000	
Important: You can switch between contribution Options 1 and 2 each year, provided certain employee notification requirements are met.		

⁶ Maximum compensation on which contributions can be based is \$250,000 for 2012.

Easy to establish

With the Premiere Select SIMPLE IRA Plan and the help of your investment professional, establishing and maintaining your retirement plan can be a snap.

SIMPLY FOLLOW THESE STEPS TO ESTABLISH YOUR COMPANY'S PREMIERE SELECT SIMPLE IRA PLAN.

STEP 1

Review and complete the Premiere Select SIMPLE IRA Company Profile Form and the Premiere Select SIMPLE IRA Plan Adoption Agreement. Please retain a copy of these documents and the Premiere Select SIMPLE IRA Plan Agreement for your files.

STEP 2

Complete the Notice to Eligible Employees for all your employees who are eligible to participate in the Plan.

STEP 3

Complete the Summary Description for your eligible employees.

This information is general in nature and is provided for informational purposes only. Consult an investment advisor, attorney, or tax professional about adopting a plan that may meet your needs.

STEP 4

Distribute the Premiere Select SIMPLE IRA Plan Salary Reduction Agreement Form, the Premiere Select SIMPLE IRA Account Application, the Premiere Select SIMPLE IRA Custodial Agreement, Disclosure Statement, and Summary Description to your eligible employees. You will need to collect the Account Application and Salary Reduction Agreement Form once they have been completed, and retain copies for your files.

STEP 5

Send the following completed forms to your investment professional for processing:

- Adoption Agreement
- Company Profile Form
- SIMPLE IRA Plan Account Application for each participating employee



Get started today. It's that simple. Contact your investment professional to see how easy it can be for you to offer your employees a retirement plan they'll appreciate for years to come.

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

Premiere Select is a registered service mark of FMR LLC.

Premiere Select Retirement Solutions are provided by National Financial Services LLC, Member NYSE, SIPC.

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

Portions © 2005–2012 FMR LLC. All rights reserved. Used by permission.

47389.6.2

1.719858.112
1111

Premiere Select[®] SIMPLE IRA Plan

Investment Representative Instructions

As an investment representative, you will play an important role in the set-up and implementation of your clients' Premiere Select SIMPLE IRA Plan. Below are the steps that you need to follow to help ensure a smooth rollout for your clients.

Section 1 • Adopting the Premiere Select SIMPLE IRA Plan

Assist employer in completing the following plan documents:

- Adoption Agreement
- Company Profile
- Summary Description
- 60-Day Notice to Eligible Employees

Send completed Adoption Agreement and Company Profile to your home office to be processed.

Section 2 • Employee Enrollment

- Order prospectus(es) prior to the enrollment meeting to help ensure that the employees have access to the appropriate information.
- Obtain performance figures for eligible employees. For mutual funds, obtain information directly from the fund companies or from the Lipper Analytical Services feed available on FBSI.
- Assist the employer in conducting enrollment meetings. Remind employees to keep in mind the transaction fees and sales charges when choosing their investments.
- Assist eligible employees in completing their applications. Send completed applications to your home office to be processed.

Section 3 • Post Implementation

- Assist the employer, if necessary, with completing the first Contribution Transmittal Form, which he/she will send to your home office for processing.
- Ensure that eligible employees have access to prospectus(es) or fund information on an ongoing basis.
- Assist employees after the initial enrollment in making changes to investments or in allocating ongoing contributions.
- Periodically update the employer on the Premiere Select SIMPLE IRA Plan features and options.
- Assist in any ongoing participant education or awareness programs requested by the employer.
- Educate the employer and participants about current IRS rules and regulations governing SIMPLE IRAs.

Investment Options

The Premiere Select SIMPLE IRA offers the participant the ability to purchase both individual securities and mutual funds. There is a group of mutual funds within the Institutional FundsNetwork[®] that have waived their minimum investment amount for SIMPLE IRAs (this list is available on FBSI in the BFAL screen). If a participant wishes to invest in one or more of these mutual funds, you can set up automatic contribution allocations; however, this is not mandatory. You will place all other trades, including mutual funds and individual securities, once your client has accumulated enough money in his/her core account investment vehicle to meet any minimums and transaction fees.

Note: For more complete information, including charges and expenses on any fund available through Fidelity Investments, call or write for a free prospectus. Read it carefully before you invest or send money.

For use with Broker/Dealers only.



Premiere Select® SIMPLE IRA Plan

Company Profile Form

In order to assist you with the implementation of the Premiere Select SIMPLE IRA Plan and processing of contributions, we are requesting that you provide us with some information about your company. Please complete this form and return it with the SIMPLE IRA Plan Adoption Agreement to your investment representative. **Please keep a copy of this form and the Adoption Agreement for your records.**

The Premiere Select SIMPLE IRA Plan Agreement and Adoption Agreement may only be used in conjunction with the Premiere Select SIMPLE IRA Plan, Basic Plan Document No. 003.

1. EMPLOYER INFORMATION

NAME OF EMPLOYER (Company Name)	CITY	STATE	ZIP/POSTAL CODE
TAXPAYER IDENTIFICATION NUMBER	NAME OF CONTACT PERSON		
ADDRESS	CONTACT PERSON'S PHONE		

Contributions cannot be made to the SIMPLE Plan for any year for which contributions are made or benefits accrued to another employer-sponsored retirement plan (e.g., a Keogh, 401(k) or SEP-IRA).

2. EMPLOYEE INFORMATION

- (A) Total number of employees in your company (including yourself) _____
- (B) Number of employees eligible to participate in the Plan (including yourself), based on the eligibility requirements you elected on your Adoption Agreement _____
- (C) Please estimate, to the best of your ability, the number of Eligible Employees who will participate in the Plan (including yourself) _____

3. CONTRIBUTION PROCESSING

Employees' Elective Deferrals and Employer Matching Contributions and Nonelective Contributions should be sent via check with completed Transmittal Form to your investment representative.

How is your payroll processed? ☐ Internally ☐ Externally

NAME OF INTERNAL PAYROLL CONTACT PERSON	PHONE NUMBER
NAME OF EXTERNAL PAYROLL CONTACT PERSON (If applicable)	PHONE NUMBER

Payroll Frequency ☐ Weekly ☐ Bi-Weekly ☐ Monthly

Employees' Elective Deferrals must be deposited no later than the 30th day following the last day of the month in which the deferrals are withheld from the Employees' compensation. Employer Matching Contributions and Nonelective Contributions must be made by your company's tax filing deadline, including extension, for the taxable year for which the Contributions are made.

How often do you expect to send Employee Elective deferrals?

☐ Regularly after each pay period ☐ Monthly

How often do you expect to send Employer Matching Contributions and Nonelective Contributions?

☐ Regularly after each pay period ☐ Monthly ☐ Annually



4. EMPLOYER SIGNATURE

I certify that the information herein is correct:

NAME OF EMPLOYER (Company Name)

NAME OF PERSON AUTHORIZED TO SIGN ON BEHALF OF COMPANY (Please Print)

SIGNATURE OF AUTHORIZED PERSON

X

DATE mm/dd/yyyy

5. INVESTMENT REPRESENTATIVE INFORMATION

Please have your investment representative complete this section.

FINANCIAL INSTITUTION

FIRM NAME

REP NAME

BRANCH ADDRESS

CITY

STATE

ZIP/POSTAL CODE

Premiere Select®

SIMPLE IRA Plan Adoption Agreement

Use this Adoption Agreement to adopt or amend the Premiere Select SIMPLE IRA Plan. The Premiere Select SIMPLE IRA Plan Agreement, and any elections you make in this Adoption Agreement, shall constitute your Premiere Select SIMPLE IRA Plan. Type on screen or print out and fill in using CAPITAL letters and black ink.

- Contact your investment representative for help completing this Adoption Agreement.
- You and each of your Eligible Employees must also establish a SIMPLE IRA to accept SIMPLE contributions under this Plan.
- To establish your Premiere Select SIMPLE IRA Plan, you must complete this Adoption Agreement and the enclosed Company Profile Form and return them to your investment representative.

1. Employer Information

Provide the
Company name.

Employer Name		Tax ID Number
Address		
City	State/Province	Zip/Postal Code
Contact Person Name		Phone

Note: Plan Notice (including the Summary Description) must be provided to each Eligible Employee on or before the Plan Effective Date.

Insert Plan
Effective Date.

Plan Effective Date	MM	DD	YYYY

If this is the first year for which you are adopting any SIMPLE IRA Plan, you may insert any date between January 1 and October 1, inclusive. For new businesses established after October 1 of the year the SIMPLE IRA Plan is adopted, this requirement does not apply if the Employer adopts the SIMPLE IRA Plan as soon as administratively feasible after the business is established. If the Employer (or any predecessor Employer) previously terminated a SIMPLE IRA Plan and is adopting a new SIMPLE IRA Plan, the Plan Effective Date must be January 1 of the applicable year. If this date is left blank, the Effective Date shall be the prototype Sponsor's first business day of the applicable calendar year or the date the plan notice is provided to Eligible Employees, if later.

2. Eligibility Requirements

All Employees will immediately be able to participate under your Plan, unless you limit eligibility by completing both sections (i) and (ii) in Item B below. Note: Although union employees and non-resident alien employees are to be counted for purposes of the 100 Employee Limit, such employees are excluded from participation in the SIMPLE IRA Plan.

The Employer shall permit all Employees who meet the following eligibility requirements to participate under the Premiere Select SIMPLE IRA Plan:

Check either A or B.
If no election is made
the Plan will be set for A,
Full Eligibility.

- ☐ **A. Full Eligibility**
All Employees are eligible to participate in the Plan upon the later of the Plan's Effective Date, or the Employee's date of hire.
- ☐ **B. Limited Eligibility**
Eligibility is limited to Employees who are described in both (i) and (ii) below:

Note: If this Section 2(B) is elected and you do not complete Items 2(B)(i) and 2(B)(ii), the default will be \$5,000 in compensation for the current year and two prior calendar years.

(i) Current Compensation

Employees who are reasonably expected to receive at least the amount listed below in Compensation for the calendar year.

Amount	Not to exceed \$5,000.
\$	

AND

(ii) Prior Compensation

Employees who have received at least the amount below in Compensation during any prior calendar years indicated below.

Amount	Not to exceed \$5,000.
\$	

Years

Years must be 0, 1 or 2 and may not be required to be consecutive.

3. Employee Elective Deferrals

Complete both A and B below to indicate the restrictions concerning changes to Salary Reduction Agreements.

By executing a Salary Reduction Agreement with the Employer, an Eligible Employee may elect to defer a percentage or a specific dollar amount of his or her Compensation, which will result in the deferral of no more than the Applicable Limit* per Plan Year. An Employee may terminate a Salary Reduction Agreement at any time during the year, and an Employer can elect by indicating in A below when such salary reduction contributions can resume and in B below when modifications to a Salary Reduction Agreement can occur.

A. Employees who terminate a Salary Reduction Agreement during the year

- Check one. ► ☐ Can resume Elective Deferrals the first day of the next month. *Default if no other election is made.*
☐ Can resume Elective Deferrals the first day of the next quarter.
☐ Cannot resume Elective Deferrals until the next Plan Year.

B. Modifications to a Salary Reduction Agreement can occur

- Check one. ► ☐ Monthly, on the first day of the next month. *Default if no other election is made.*
☐ Quarterly on the first day of the next quarter.
☐ Only during the Election Period.

*Refer to Section 2.2 of the Plan Agreement for the definition of "Applicable Limit."

4. Employer Matching and Non-Elective Contributions

All Employers MUST designate how the required Employer Matching Contributions or Non-elective Contributions to the Plan will be made by completing either A or B below.

- Check either A or B. ☐ A. Employer Matching Contributions
Unless a lesser percentage is indicated below, you will be required to make a matching contribution on a dollar-for-dollar basis of 3% of an Employee's Compensation not to exceed the Applicable Limit.
For each Plan Year, and subject to the terms of Section 5.3 of the Plan, the Employer shall match the Employee's Elective Deferral on a dollar-for-dollar basis (not to exceed the lesser of 3% of the Employee's Compensation or the Applicable Limit), unless a lesser percentage is inserted here that is equal to or greater than 1%, but no more than 3% of the Employee's Compensation, or the Applicable Limit:

Percentage
<input type="text"/> .0%

Note: With respect to Matching Contributions, if the Employer elects to reduce the 3% Matching Contribution limit in Item 4A above to a lesser percentage, then the Employer cannot reduce the 3% limit for more than two years out of the five-year period ending with the Plan Year the reduction is effective.

- ☐ B. Non-elective Contributions
In lieu of Employer Matching Contributions, the Employer shall make a contribution of 2% of Compensation (Compensation not to exceed the limits described in Section 401(a)(17) of the Code, as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17) of the Code, or \$250,000 for 2012) for each Eligible Employee, regardless of whether the Eligible Employee elects to make Elective Deferrals to the Plan.

5. Employer Signature

By signing below, the Employer named below hereby:

Check one. ☐ Adopts

Effective Date MM DD YYYY			

OR

☐ Amends

The Premiere Select SIMPLE IRA Plan under Section 408(p) of the Internal Revenue Code, the terms of which shall be governed by the Premiere Select SIMPLE IRA Plan Agreement and this Adoption Agreement. To the extent an optional provision is not selected on the Adoption Agreement, the Employer understands that the default option will be the provision, if any, indicated as such in that section. The Employer appoints Fidelity Management Trust Company (FMTC) (or its successor) as Custodian of this Plan, and recognizes that while such Custodian is a bank, any individual securities, mutual funds and money market funds which this SIMPLE IRA Plan may invest its assets in are not backed or guaranteed by any bank or insured by the FDIC. The Employer hereby authorizes FMTC, or its agents or successors, to accept direction with respect to this Plan from the Contact Person authorized in Section 1 and the investment representative indicated in Section 6 of this Adoption Agreement.

Note: Amendments that affect your Plan's features as reflected in your Summary Description must be effective January 1 of the following calendar year. Notwithstanding the preceding sentence, the Custodian of your SIMPLE Plan may resign or be removed at any time during the calendar year. If left blank, the amendment effective date will be January 1 of the following calendar year.

Print Authorized Person Name First, M.I., Last		Employer Name
<div>Authorized Person Signature</div> <div>DATE MM - DD - YYYY</div> <div>SIGN</div>		

The Premiere Select SIMPLE IRA Plan Agreement and Adoption Agreement have been approved as to form as a prototype plan by the Internal Revenue Service. Amendments or revisions may be required in order to comply with future changes in the law.

Fidelity Management & Research Company, the sponsor of this prototype plan, will inform you of all amendments made to this Plan, or if it ever discontinues or abandons this Plan. You may contact Fidelity Management & Research Company with respect to this Plan by mail at:

Fidelity Management & Research Company
Attention: Premiere Select SIMPLE IRA Plan
82 Devonshire Street
Boston, Massachusetts 02109

6. Investment Representative Information and Signature

Firm Name		Representative Number
Representative Name		
Branch Address		
City	State/Province	Zip/Postal Code
Phone		

The above firm hereby accepts its appointment as agent for the SIMPLE IRA Plan designated above to execute investment directions on behalf of the Employer and for such other purposes as more fully described in the Premiere Select SIMPLE IRA Plan Agreement.

Print Authorized Firm Name First, M.I., Last	Title
<div>Authorized Firm Signature</div> <div>DATE MM - DD - YYYY</div> <div>SIGN</div>	

Keep a copy of this form and the Company Profile form for your records.

Premiere Select® SIMPLE IRA Plan Agreement

Savings Incentive Match Plan for Employees in IRA Form under Section 408(p) of the Internal Revenue Code

ARTICLE I: Adoption and Purpose of Plan

1.1 Adoption of Plan By completing and executing the Adoption Agreement the Employer has adopted and established the Sponsoring Organization's Prototype Plan. This Prototype Plan may only be used in conjunction with an Internal Revenue Service ("IRS") Model SIMPLE IRA, Form 5305-S or Form 5305-SA, or an IRS approved Prototype SIMPLE IRA. This Prototype Plan may only be adopted by an Eligible Employer and is intended to be for the exclusive benefit of the Participants and their beneficiaries.

ARTICLE II: Definitions

As used in this Plan the following terms shall have the meanings set forth below, unless a different meaning is clearly required by the context:

- 2.1 "Adoption Agreement" or "Agreement"** shall mean the original application executed by the Employer, and any amendment thereto, through which the Employer adopts and establishes, or amends, the Plan, designates the optional provisions selected by the Employer and agrees to be bound by all terms and conditions of the Plan. This Agreement 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 commerce, or electronic imaging.
- 2.2 "Applicable Limit"** shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may elect to have their compensation reduced by up to \$11,500 for 2012. In subsequent years this limit may be adjusted from time to time, by the Secretary of the Treasury in accordance with Section 408(p)(2)(E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may elect to have their compensation reduced by an additional amount of \$2,500 for 2012. In subsequent years the additional limit may also be adjusted from time to time, in multiples of \$500, for increases in the cost of living. An Eligible Employee who will have attained age 50 before the end of the Plan Year is deemed to be age 50 as of January 1 of that year.
- 2.3 "Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor provisions of law.
- 2.4 "Compensation"** shall mean with respect to an Employee, the sum of the wages, tips, and other compensation from the Employer subject to federal income tax withholding (as described in Section 6051(a)(3) of the Code) and the Employee's salary reduction contributions made under this Plan, and, if applicable, elective deferrals on behalf of the Employee under a Section 401(k) plan, a SARSEP, a Section 403(b) annuity contract and compensation from the Employer deferred under a Section 457 plan required to be reported by the Employer on Form W-2 (as described in Section 6051(a)(8) of the Code). Compensation shall not include any amounts deferred by the Employee pursuant to a Section 125 cafeteria plan. For any self-employed individual (as described in Section 401(c)(1) of the Code) covered under the Plan, Compensation shall mean net earnings from self-employment with respect to the Employer determined under Section 1402(a) of the Code, without regard to Section 1402(c)(6) of the Code, prior to subtracting any contributions made pursuant to this Plan on behalf of the individual. Compensation shall include only that Compensation which is actually paid or made available to the Participant during the Plan Year. The annual Compensation of each Participant taken into account under the Plan for purposes of the Nonelective Contributions for any Plan Year shall not exceed \$250,000, as adjusted from time to time in accordance with Section 401(a)(17) of the Code for increases in the cost of living. Such adjustments shall be in multiples of \$5,000.
- 2.5 "Custodian"** shall mean Fidelity Management Trust Company (or its successor). The Custodian of the Plan may or may not be the custodian of a Participant's SIMPLE IRA to which contributions under the Plan will be made.
- 2.6 "Designated Financial Institution" ("DFI")** if permitted by the Custodian, shall mean the financial organization which has been designated by the Employer to receive all contributions made on behalf of all Participants pursuant to the Plan and to perform such other duties as required under Section 408(p)(7) of the Code. For purposes of the National Financial Services LLC Premiere Select SIMPLE IRA Plan, the Custodian shall be the DFI upon the Employer's designation of such in the Adoption Agreement and the written acceptance of the Employer's designation, delivered to the Employer by or on behalf of the Custodian. Upon the Custodian's acceptance of appointment as the DFI for the Employer's Plan, a Participant will have the right to transfer his or her SIMPLE IRA contributions to another SIMPLE IRA without incurring any cost or penalty, or, if the two-year period beginning on the date contributions were first contributed to the Participant's SIMPLE IRA has elapsed (the "two-year period"), to another IRA without any cost or penalty. The procedures for requesting such transfers without cost or penalty to the Participant will be provided by the Custodian in the Summary Description, and any Appendix thereof, and may be modified from time to time. The Custodian reserves the right to charge the Employer additional plan level fees to offset the costs of transferring such contributions without cost or penalty to another SIMPLE IRA or IRA established by the Participant upon the Participant's request.
- 2.7 "Effective Date"** shall mean the date specified by the Employer in the Adoption Agreement with respect to the SIMPLE Plan, or with respect to the amendment or restatement, if this is an amendment or restatement of an existing SIMPLE Plan.
- 2.8 "Election Period"** shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the day plan notice is provided to each Eligible Employee, if later. In the case of an employee who becomes an Eligible Employee other than at the beginning of the calendar year because 1) the Employer has not elected a prior year compensation requirement in Item 2(B)(ii) of the Adoption Agreement, 2) the employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer or 3) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the Employee becomes eligible or the day before that date.
- 2.9 "Elective Deferrals"** shall mean any Employer contribution made to a Participant's SIMPLE IRA under the Plan at the election of such Participant, in lieu of cash compensation, and shall include contributions made pursuant to a Salary Reduction Agreement, including Employer contributions made to a Participant's SIMPLE IRA under the Plan in accordance with Section 414(v) of the Code, up to the limits described in Section 5.3(a) of this Plan Agreement.
- 2.10 "Eligible Employee"** shall mean an Employee who meets the eligibility requirements as outlined in Section 4.1 and elected by the Employer in the Adoption Agreement.
- 2.11 "Eligible Employer"** shall mean an Employer which had no more than 100 Employees who received at least \$5,000 of Compensation from the Employer for the preceding calendar year ("100 Employee Limit"), and who does not currently maintain another plan, contract, pension or trust described in Section 219(g)(5) of the Code with respect to which contributions are made or benefits are accrued, for any employee's service beginning or ending in that calendar year (the "one-plan requirement"). For this purpose a plan, contract,

pension or trust described in Section 219(g)(5) of the Code is a plan described in Section 401(a) of the Code that includes a trust exempt from tax under Section 501(a) of the Code; an annuity plan described in Section 403(a) of the Code; a plan established for its employees by the United States, by a State or political subdivision thereof, or by an agency or instrumentality of any of the foregoing (but not an eligible deferred compensation plan within the meaning of Section 457(b) of the Code); a tax sheltered annuity plan described in Section 403(b) of the Code; a simplified employee pension (SEP) plan described in Section 408(k) of the Code, a trust described in Section 501(c)(18) of the Code and another SIMPLE IRA Plan described in Section 408(p) of the Code. If the failure to meet the one-plan requirement is due to an acquisition or similar transaction, the Employer is treated as meeting the one-plan requirement through the end of the following calendar year (through the end of the following two calendar years, if permitted by Section 408(p) of the Code) provided that, during this period, Employees who would be employed by another employer involved in the transaction had the transaction not occurred are not eligible to participate in the Plan. However, the one-plan requirement is not violated if the Employer maintains another qualified plan that limits participation to Employees covered under a collective bargaining agreement described in Section 410(b)(3)(A) of the Code and eligibility to participate in this SIMPLE Plan is limited to other Employees. For this purpose, an Eligible Employer who adopts a SIMPLE Plan for one or more years, and who subsequently fails to be an Eligible Employer solely by reason of exceeding the 100 Employee Limit, shall be treated as an Eligible Employer for the two calendar years immediately following the last Plan Year the Employer was an Eligible Employer. If the failure to continue to satisfy the 100 Employee Limit is due to an acquisition or similar transaction, the 2-year grace period applies only if the Employer satisfies the provisions of Section 410(b)(6)(C)(i) of the Code.

2.12 "Employee" shall mean a common-law employee of the Employer, and also include a Self-Employed individual. For the purposes of eligibility in accordance with Section 4.1 such term shall exclude

- (i) any individual who is a nonresident alien receiving no earned income from the Employer which constitutes income from sources within the United States,
- (ii) any individual who is covered by a collective bargaining agreement as to which retirement benefits were the subject of good faith bargaining, and
- (iii) individuals who would be employed by another employer had an acquisition or similar transaction not occurred with the Employer, but only for the calendar year of the transaction and the following calendar year (the following 2 calendar years, if permitted by Section 408(p) of the Code). However, for purposes of determining whether the "100 Employee Limit" has been exceeded, individuals in (i) and (ii) above shall not be excluded. "Employee" shall also mean any employee of any other employer required to be aggregated under Section 414(b), (c) or (m) of the Code; any leased employee within the meaning of Section 414(n) of the Code; and all employees required to be aggregated under Section 414(o) of the Code.

2.13 "Employer" shall mean the sole proprietorship, partnership, corporation or other entity identified as such in the Adoption Agreement, and any successor thereto. If the Employer is a member of a controlled group of corporations (under Section 414(b) of the Code), a group of trades or businesses under common control (under Section 414(c) of the Code), an affiliated service group (under Section 414(m) of the Code) or is required to be aggregated with any other entity (under Section 414(o) of the Code), then for purposes of this Plan, the term "Employer" shall include the other members of such group or other entities required to be aggregated with the Employer.

2.14 "Investment Professional" or "Broker" or "Financial Advisor" (collectively, "Investment Professional") shall mean either a securities broker/dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment advisor registered under the Investment Advisors Act of 1940, which the Employer has designated as his or her agent in the Adoption Agreement or on another signed form acceptable to and filed with the Custodian. Unless the Employer otherwise notifies the Custodian in a form and manner acceptable to the Custodian, "Investment Professional" shall include any successors of the Investment Professional by merger or acquisition.

2.15 "Matching Contributions" shall mean the Employer contribution described in Section 5.3(b).

2.16 "Nonelective Contributions" shall mean the Employer contribution of two percent (2%) of Compensation of each Eligible Employee as described in Section 5.3(c).

2.17 "Participant" shall mean each Eligible Employee who participates in the Plan pursuant to its provisions.

2.18 "Plan Year" shall mean the calendar year.

2.19 "Premiere Select SIMPLE IRA Plan" or "Premiere Select SIMPLE Plan" or "SIMPLE IRA Plan" or "Prototype Plan" or "Plan" shall mean the Sponsoring Organization's Prototype Plan consisting of this Plan Agreement and the Adoption Agreement, as completed and executed by the Employer, together with any and all amendments and supplements hereto. The records of the Plan shall be maintained on a proprietary system of the Custodian, or one of its affiliates.

2.20 "Salary Reduction Agreement" shall mean a written agreement or arrangement between the Participant and the Employer pursuant to which the Participant's salary is reduced and the amount of such reduction is contributed by the Employer as Elective Deferrals to the Participant's SIMPLE IRA under the Plan.

2.21 "Sponsoring Organization" shall mean Fidelity Management & Research Company, a Massachusetts corporation, or its successor.

2.22 "Summary Description" shall mean a document produced and mailed on behalf of the SIMPLE IRA Plan Custodian to the Employer, which incorporates plan information specific to the particular Employer's plan elections. The Custodian is legally required to provide this document to the Employer for each Plan Year. The Employer must provide a copy of The Summary Description to its Eligible Employees within a reasonable amount of time before the 60-Day Election Period.

ARTICLE III: The Investment Professional

3.1 Role of the Investment Professional The Investment Professional for the Premiere Select SIMPLE IRA Plan shall be appointed by the Employer in the Adoption Agreement (or on another signed form acceptable to and filed with the Custodian) as the Employer's agent

- (i) to assist the Employer in the enrollment of Participants under the Plan; and
- (ii) to perform such other duties and responsibilities and execute such other instructions and directions, on behalf of the Employer as may be set forth under this Agreement, as amended from time to time. The Custodian is hereby authorized to accept instructions and directions of the Employer (or the Employer's Authorized Agent or any successor employer) through the Investment Professional. The Custodian may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed by the Investment Professional as being made by the Employer (or the Employer's Authorized Agent or any successor employer).

3.2 Written Notices and Instructions In all cases the Investment Professional, and not the Custodian, shall have the responsibility for delivering to the Employer and any Participant under the Plan, as the case may be, all materials, confirmations, statements, notices, proxies and prospectuses delivered to the Investment Professional relating to the Plan. Subject to the provisions of Section 11.3(a), to the extent that the Custodian delivers to the Investment Professional materials, confirmations, statements, notices, proxies and prospectuses with respect to the Plan, any such communications delivered to the Investment Professional shall be deemed to have been delivered to the Employer and any applicable Participant, as the case may be. The Employer agrees to hold the Custodian and its affiliates 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.

ARTICLE IV: Eligibility and Participation

4.1 Eligible Employees All Employees of the Employer shall be eligible to participate in the Plan except for Excludable Employees as defined under Section 4.2.

4.2 Excludable Employees If the Employer so elects in Item 2B of the Adoption Agreement, Employees who are not reasonably expected to earn at least the amount of Compensation stated in Item 2B(i) of the Adoption Agreement (not to exceed \$5,000) from the

Employer during the Plan Year for which the contribution is being made and Employees who have not earned at least the amount of Compensation stated in Item 2B(ii) of the Adoption Agreement (not to exceed \$5,000) from the Employer during any of the number of prior calendar years stated in Item 2B(ii) of the Adoption Agreement (not to exceed two calendar years) shall be excluded from eligibility.

4.3 Participation

- (a) Each Participant shall establish a SIMPLE IRA under the Plan in order to receive contributions provided for under the Plan and any contributions shall be made directly to such SIMPLE IRA. Such SIMPLE IRA shall be established with the custodian or trustee of the Participant's choice unless the Employer designates a financial institution as DFI as described in Section 2.6 above and provides notification of such designation to each Eligible Employee within a reasonable time before the Election Period.
- (b) If a Participant fails to establish in a timely manner or maintain a SIMPLE IRA under the Plan into which contributions provided for under the Plan may be made on such Participant's behalf, the Employer may execute any necessary documents to establish a SIMPLE IRA under the Plan with a custodian or trustee into which such contributions shall be made on behalf of such Participant in a form and manner acceptable to such custodian or trustee.

ARTICLE V: Contributions and Written Allocation Formula

- 5.1 **Amount of Contribution** The Employer agrees to permit Elective Deferrals to be made in each Plan Year to the SIMPLE IRA established by or on behalf of each of the Employer's Employees who are eligible to participate in the Plan. The Employer agrees to contribute on behalf of each Participant for the Plan Year an amount determined under one of the written allocation formulas specified in Item 4 of the Adoption Agreement. All contributions must be made solely in cash.
- 5.2 **Uniform Relationship to Compensation** All Matching Contributions and Nonelective Contributions to the Plan shall bear a uniform relationship to the total Compensation of each Participant.
- 5.3 **Limitation on Employer Contributions** The maximum Employer contributions which may be made for any one Plan Year with respect to any Participant and allocated to each Participant's SIMPLE IRA under the Plan is:

(a) Elective Deferrals

In accordance with Article VI of this Agreement each Eligible Employee may elect to have contributions pursuant to a Salary Reduction Agreement made under this Plan expressed as a percentage of Compensation, or as a specific dollar amount if permitted by the Employer. The Salary Reduction Agreement shall be in writing and shall be delivered to the Employer. Such contributions may not exceed the Applicable Limit.

(b) Matching Contributions

- (i) Unless the Employer elects to make the Nonelective Contributions described in Section 5.3(c), each year the Employer is required to make a dollar-for-dollar Matching Contribution equal to the Elective Deferral of each Participant. Such Matching Contribution shall not exceed the lesser of three percent (3%) of such Participant's Compensation for the Plan Year, or the Applicable Limit.
- (ii) The Employer may elect a lesser percentage (not less than one percent (1%)) for any Plan Year if:
 - (A) the Employer notifies all Eligible Employees of such lesser percentage within a reasonable time before the Election Period for that Plan Year; and
 - (B) Matching Contributions are not less than three percent (3%) for more than two (2) of the years during the five-year (5-year) period ending with the Plan Year the reduction is effective. (The limit is not considered reduced for any year any SIMPLE IRA Plan of the Employer is not in effect or for any calendar year with respect to which the Employer makes nonelective contributions to a SIMPLE IRA plan.)

(c) Nonelective Contributions

In lieu of making Matching Contributions described in Section 5.3(b), the Employer must make a Nonelective Contribution to the SIMPLE IRA for each Eligible Employee in an amount equal to two percent (2%) of the Eligible Employee's Compensation. In order to elect to make such Nonelective Contributions for a calendar year, the Employer must notify all Eligible Employees of such election within

a reasonable time before the Election Period for that Plan Year. Compensation of each Participant taken into account under the Plan in determining the 2% Nonelective Contributions shall not exceed the limits described in Section 401(a)(17) of the Code, as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17) of the Code. Such adjustments will be in multiples of \$5,000. The Compensation limit for 2012 is \$250,000.

5.4 Timing and Amounts of Matching Contributions and Nonelective Contributions

An Employer shall make the Matching Contributions or Nonelective Contributions described in Section 5.3 to each Participant's SIMPLE IRA under the Plan no later than the due date for filing of the Employer's federal income tax return, including extensions, for the taxable year that includes the last day of the Plan Year for which the contributions are made. The Custodian shall not be responsible for determining the amount of any Matching or Nonelective Contributions made under the Plan, nor shall the Custodian be responsible to recommend or compel any Employer contributions to a Participant's SIMPLE IRA. The disposition of any excess Matching or Nonelective Contributions made under the Plan will be in accordance with instructions from the Participant or the Participant's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

- 5.5 **Vesting Requirements** Except as specifically provided in Section 5.4, a Participant's interest in the balance of such participant's SIMPLE IRA under the Plan shall be 100% immediately vested and non-forfeitable at all times.

ARTICLE VI: Elective Deferral Rules

- 6.1 **Salary Reduction Agreement** An Eligible Employee may elect to have Elective Deferrals made under the Plan through either single-sum or continuing contributions, or both, pursuant to a Salary Reduction Agreement. By entering into a Salary Reduction Agreement, the Employee agrees to a reduction in his or her Compensation in the amount designated and the Employer agrees to contribute and allocate an equivalent amount to the Participant's SIMPLE IRA under the Plan. An employee who is an Eligible Employee for a particular calendar year must be permitted to make or modify a Salary Reduction Agreement during the 60-day Election Period for the calendar year. Such a Salary Reduction Agreement, or modification thereof, shall be effective as soon as practical after receipt by the Employer (or, if later, the date specified by the Eligible Employee in the Salary Reduction Agreement) but not earlier than the first pay period beginning in the calendar year. In the case of an Employee who becomes an Eligible Employee other than at the beginning of the calendar year for any of the reasons stated in Section 2.8 of the Plan, the Eligible Employee must be permitted to make or modify a Salary Reduction Agreement during the 60-day Election Period that begins on the day the plan notice is provided to the Eligible Employee and that includes the day the employee becomes eligible or the day before. Such a Salary Reduction Agreement will become effective as soon as practical after receipt by the Employer (or, if later, the date specified by the Eligible Employee in the Salary Reduction Agreement). Any Salary Reduction Agreement may be modified prospectively during the Election Period. An Employee may terminate a Salary Reduction Agreement at any time during the Plan Year. Such termination shall be in writing and shall be effective as soon as practical after receipt of a written termination request by the Employer or, if later, the date specified by the Employee in the termination request. An Employee who terminates a Salary Reduction Agreement during the Plan Year may not resume Elective Deferrals until such time as is stated in Item 3A of the Adoption Agreement following such termination. An Employer may accept modifications to Salary Reduction Agreements in accordance with the provisions outlined in Item 3B of the Adoption Agreement.

- 6.2 **Transmission of Elective Deferrals** An Employer shall deposit such Elective Deferrals into the Participant's SIMPLE IRA under the Plan in a form and manner acceptable to the Custodian and as soon as such contributions can be reasonably segregated from the Employer's general assets, but no later than the close of the 30-day period following the last day of the month in which the amounts were withheld from the Employee's Compensation.

ARTICLE VII: Investment of Contributions and Assets

7.1 Investment of Contributions and Assets

(a) Direction by Participant

All contributions to the Participant's SIMPLE IRA under the Plan and assets in such SIMPLE IRA shall be invested in accordance

with specific instructions given by the Participant (or the person designated by such Participant on a signed form acceptable to and filed with the Custodian to make investment decisions on behalf of the Participant (the "Authorized Agent")) (or, following the death of the Participant, his or her beneficiary, executor or administrator) to the Custodian in a form and manner acceptable to the Custodian. The Custodian reserves the right to refuse to accept or hold any specific asset.

(b) Effect of Direction

The Custodian and its agents may conclusively rely upon and shall be protected in acting upon any direction from the Investment Professional or the Participant (or the Participant's Authorized Agent or, following the death of the Participant, his or her beneficiary, executor or administrator) believed by it to be genuine, and, so long as it acts in good faith, in taking or omitting to take any other action. The Custodian shall have no duty to question the directions of the Investment Professional or the Participant (or the Participant's Authorized Agent) (or, following the death of the Participant, his or her beneficiary, executor or administrator), regarding the investment of the assets in the Participant's SIMPLE IRA or to advise such persons regarding the purchase, retention or sale of such investments, nor shall the Custodian or the Sponsoring Organization, or any of their affiliates, be liable for any loss that results from the exercise of control (whether by his or her action or inaction) over the Participant's SIMPLE IRA by the Participant (or the Participant's Authorized Agent or, following the death of the Participant, his or her beneficiary, executor or administrator).

ARTICLE VIII: Distributions, Rollovers, and Transfers

8.1 Distributions The Participant may elect, in such form and in such manner as is acceptable to the Custodian, to receive a distribution of any part or all of the assets in his or her SIMPLE IRA under the Plan at any time. The Employer may not restrict Participant distributions, even if the distributions may be subject to an excise tax.

8.2 Rollovers and Transfers A Participant may transfer all or part of the assets in his or her SIMPLE IRA under the Plan to another SIMPLE IRA under another SIMPLE Plan on a tax-free basis. A Participant may transfer all or part of the assets in his or her SIMPLE IRA under another SIMPLE Plan to his or her SIMPLE IRA Plan under this SIMPLE Plan on a tax-free basis. A Participant shall not roll over all or part of the assets in a non-SIMPLE IRA to his or her SIMPLE IRA under the Plan. In addition, a Participant may roll over all or part of the assets in his or her SIMPLE IRA under the Plan to any other eligible retirement plan, on a tax-free basis after a two-year period has expired since Employer contributions were first deposited into the Participant's SIMPLE IRA. Any rollover or transfer must be requested in a form and manner acceptable to the Custodian and must comply with the requirements under Sections 408 and 408A of the Code.

ARTICLE IX: Substitution, Resignation, or Removal of Custodian

9.1 Substitution of Custodian The Sponsoring Organization may at any time appoint as substitute for the Custodian named in the Adoption Agreement another entity, or person(s) that satisfies the requirements of Section 408(a) of the Code, provided that the Sponsoring Organization shall notify the Employer in writing at least 30 days in advance of the effective date of any such appointment.

9.2 Resignation or Removal of Custodian The Custodian may resign at any time, upon at least 30 days' written notice to the Employer. The Custodian may be removed by the Employer at any time, upon 30 days' written notice to the Custodian. Upon resignation of the Custodian, the Sponsoring Organization may, but shall not be required to, appoint a successor custodian. Upon removal of the Custodian, the Employer shall appoint a successor custodian, but in that event the Plan shall be considered an individually designed plan for purposes of Section 10.2 and the Employer may no longer rely on the opinion letter received from the IRS in connection with the Prototype Plan. Upon receipt by the Custodian of written acceptance of appointment by a successor custodian, and notice by the Custodian to the Participants, the Custodian shall transfer and pay over to such successor the assets held in the Participants' SIMPLE IRAs under the Plan, to such successor custodian. The Custodian is authorized to reserve from each Participant's SIMPLE IRA such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Plan, or on or against the Custodian or the Sponsoring Organization, with any balance of such reserve remaining after the payment of all

such items to be paid over to the successor custodian. The Custodian shall not be liable for the acts or omissions of any successor to it. If, after the Custodian's resignation or removal, no successor custodian is appointed within thirty (30) days, the Plan shall be deemed terminated. The assets shall remain in each Participant's SIMPLE IRA until such time as the Participant requests a distribution, rollover or transfer.

ARTICLE X: Amendment and Termination

10.1 Sponsoring Organization's Right to Amend The Sponsoring Organization may amend any part of the prototype form of this Plan or the Adoption Agreement in any respect at any time (including retroactive amendments), so that they may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to the Plan or the Adoption Agreement as the Sponsoring Organization deems advisable. Any such amendment shall be effected by delivering a written notice of such amendment to the Employer at the Employer's last known address as shown in the records of the Custodian.

10.2 Employer's Right to Amend The Employer may from time to time modify or amend this Plan in whole or in part, by delivering to the Custodian a written copy of such amendment executed by the Employer; provided, however that any such amendment other than a change of the Employer's prior election of an optional provision permitted in the Adoption Agreement will constitute substitution by the Employer of an individually designed plan for the approved Prototype Plan, upon which event the Custodian named in the Adoption Agreement will resign pursuant to Section 9.2 above and the Employer may no longer rely on the opinion letter received from the IRS in connection with the Prototype Plan. An Employer may effect a change of any optional provision previously elected by the Employer in the Adoption Agreement by filing with the Custodian an amended Adoption Agreement executed by the Employer only. All such amendments shall comply with the law and any applicable regulations thereunder, including any amendments of optional provisions previously elected by the Employer. All such amendments to the Plan can become effective only at the beginning of a calendar year and shall not conflict with the terms of the Summary Description for that Plan Year.

10.3 Termination of Plan The Employer may terminate the Plan at any time by delivering to the Custodian a written notice, in a manner and form acceptable to the Custodian, signed by or on behalf of the Employer and specifying the date on which the Plan shall terminate.

ARTICLE XI: Miscellaneous

11.1 Administration and Enforcement The Plan shall be administered by the Employer, who shall be responsible for the operation of the Plan in accordance with its terms. From time to time the Employer shall furnish to the Custodian a written instrument in a form acceptable to the Custodian, specifying the person or persons authorized to give instructions and directions on behalf of the Employer under the Plan, and the Custodian shall be conclusively entitled to rely on the identity of such person or persons as disclosed in the most recent such instrument. The Employer shall have discretionary authority to determine all questions arising out of the administration, interpretation and application of the Plan, which determinations shall be conclusive and binding on all persons. In the event that any contract or arrangement which is entered into pursuant to the Plan conflicts in any manner with the provisions of the Plan, the provisions of the Plan will govern. Should any provision or provisions of this Plan be deemed to be invalid, such invalidity shall not affect the remaining provisions of the Plan.

11.2 Fees and Expenses of Administration As consideration for its administrative services to the Plan and for performing its duties hereunder, the Custodian shall be entitled to reasonable fees, and to reimbursement of all reasonable expenses, including legal expenses, incurred in the rendering of such services and the performance of such duties, in accordance with any schedule of fees in effect at that time, as the Custodian may determine from time to time.

11.3 Reporting and Employee Notification

(a) Reports of the Custodian

Each Plan Year the Custodian shall provide to the Employer a Summary Description. Not later than 31 days after the close of each Plan Year the Custodian shall also furnish to each Participant an account statement with respect to his or her SIMPLE IRA under the Plan for such Plan Year. In addition, the Custodian is required to file an annual report with the IRS.

(b) Employee Notification

Immediately before the Election Period, the Employer shall provide a plan notice to each Eligible Employee to notify such individual of his or her opportunity to make or modify an Elective Deferral under the Plan. Such plan notice shall include a copy of the Summary Description described in Section 11.3(a) above, and shall specify the contribution allocation formula elected by the Employer as specified in Item 4 of the Adoption Agreement. (Section 6693(c)(1) of the Code provides that if an employer fails to provide one or more notices, such employer may be subject to a penalty of \$50 per day for each day that the failure to provide notice occurs.)

11.4 Directions, Notices and Disclosure Any direction, notice or other communication provided to the Employer or the Custodian by another party which is stipulated to be in written form under the provisions of this Plan may also be provided in any medium which is permitted under applicable law or regulation, with the consent of the Custodian. Any written communication or disclosure to Participants required under the provisions of this Plan may be provided in any other medium (electronic, telephone or otherwise) that is permitted under applicable law or regulation.

11.5 Inalienability of Benefits The benefits provided hereunder shall not be subject to alienation, pledge, use as security for a loan, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized; provided, however, that the rule just stated shall not apply in the case of an instrument received pursuant to divorce, legal separation, tax levy, or separate maintenance payments.

11.6 Limitation of Duties and Liabilities The Custodian shall not be responsible in any way for the collection of contributions provided for under the Plan, the purpose or propriety of any distribution made pursuant to Article VIII or any other action or non action taken pursuant to the request of the Investment Professional, the Employer or a Participant; the validity or effect of the Plan and Adoption Agreement; or the examination of the Plan. The Investment Professional, the Employer or successor of the Employer shall at all times fully indemnify and save harmless the Custodian, and its successors and assigns from any liability arising from distributions so made or actions so taken or not taken, and from any and all liability whatsoever which may arise in connection with the Plan and the Adoption Agreement, except liability arising from the gross negligence or willful misconduct of the Custodian.

11.7 Delegation of Agents The Custodian may delegate to one or more corporations affiliated with the Custodian the performance of record keeping and other ministerial services in connection with the Plan.

11.8 Governing Law This Plan and the accompanying Adoption Agreement shall be construed, administered and enforced in accordance with the laws of the Commonwealth of Massachusetts, except to the extent those laws are pre-empted by ERISA.

11.9 When Effective The terms and conditions of this Plan shall not become binding until acceptance of the Adoption Agreement by or on behalf of the Custodian, as evidenced by a written notice to the Employer.

Premiere Select®

SIMPLE IRA Plan Summary Description

The Savings Incentive Match Plan for Employees (SIMPLE) is a retirement plan designed primarily for small business owners.

A SIMPLE IRA Plan may be adopted by employers who do not maintain another employer-sponsored retirement plan and who employ 100 or fewer employees who received at least \$5,000 in Compensation from the employer for the preceding calendar year (the "Employer").

The following provisions of the Premiere Select SIMPLE IRA Plan (hereinafter referred to as the "Plan") of the following company are effective for the Plan Year indicated. The purpose of the Plan is to enable Eligible Employees to save for retirement.

Company Name	Plan Year YYYY

1. Plan Information

Employer Information

The name and address of the Employer offering the Plan is:

Employer Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country
Employer Contact		Daytime Phone	

Custodian Information

Upon acceptance of the Adoption Agreement, the name and address of the Plan's Custodian is:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109

2. Eligibility Requirements

You are eligible to participate in the Plan upon the later of the Plan's Effective Date or your date of hire, unless your Employer elects different eligibility requirements for the Plan as specified below:

You are eligible to participate in the Plan if you are reasonably expected to receive at least the amount below in compensation from your Employer for the current calendar year.

Amount	Not to exceed \$5,000.
\$	

AND

You have received at least the amount below in compensation from your Employer.

The number of years
must be 0, 1 or 2.

Amount	Not to exceed \$5,000.
\$	

during any

Years

prior calendar years.

3. Contributions

You must establish a separate IRA for the purpose of receiving contributions under the Premiere Select SIMPLE IRA Plan.

Employee Elective Deferrals

As an Eligible Employee under the Plan, you may elect to defer part of your compensation to the Plan each year instead of receiving it in cash. The amount of your compensation you elect to defer (hereinafter referred to as "Elective Deferrals") must generally be expressed as a percentage of your compensation up to a maximum of \$11,500 for 2012 as indexed to reflect cost of living adjustments. The percentage of your compensation you elect to contribute to the Plan will be withheld from each payroll or, if you elect, in a single sum, before taxes are computed and contributed by your Employer to a SIMPLE IRA set up by you, or on your behalf. Your Elective Deferrals are not includable as taxable wages on IRS Form W-2. These amounts are subject to FICA taxes. The decision to defer part of your compensation to the Plan is entirely voluntary.

If you are age 50 or older by the end of the tax year, you may also be able to make additional catch-up Elective Deferrals. The catch-up limit is \$2,500 for 2012.

You may make or change your Elective Deferral election at any time during the 60-day period before the beginning of each Plan Year by delivering a completed Salary Reduction Agreement to your Employer. For the Plan Year in which you first satisfy the eligibility requirements described in Section 2, or for a Plan that is first effective after the beginning of a calendar year, you may make your Elective Deferral election at any time during the 60-day period that begins on the day you receive Notice of the Plan, and includes the date you become eligible to participate in the Plan or the day before.

You may terminate your Elective Deferral election at any time during the Plan Year. If you terminate your Elective Deferral election during the Plan Year, you may resume Elective Deferrals on the first day of the next month following such termination, unless your Employer elects to limit the ability to resume Elective Deferrals as specified below:

- ☐ You may not resume Elective Deferrals until the first day of the next (insert Month, Quarter or Plan Year) by delivering another Salary Reduction Agreement to your Employer.

Month MM

Quarter

Plan Year YYYY

You are not required to make Elective Deferrals to the Plan. However, if your Employer has elected to make a matching contribution, you will not receive the Employer Matching Contributions unless you elect to make Elective Deferrals.

Contributions which exceed the maximum permissible amount per year (i.e., amounts in excess of the annual SIMPLE contribution limit, including catch-up contributions) are considered "Excess Elective Deferrals." Excess Elective Deferrals are includable in your gross income in the calendar year of the deferral. Any income on Excess Elective Deferrals is includable in your gross income in the year the excess is withdrawn from your SIMPLE IRA. You should withdraw Excess Elective Deferrals and any allocable income by April 15 following the year to which the Excess Elective Deferrals relate. Excess Elective Deferrals which are not withdrawn by April 15 following the year to which the Excess Elective Deferrals relate will be subject to the annual IRA contribution limits and thus may be subject to a 6% excise tax for each year they remain in your SIMPLE IRA.

If you work for another employer and are making Elective Deferrals to another employer-sponsored retirement plan, there is a limit on the aggregate amount of Elective Deferrals you may make each year. This is known as your IRC Section 402(g) limit. The IRC Section 402(g) limit is \$17,000 for 2012. Any catch-up contributions by individuals age 50 or older are not taken into account in determining whether the IRC Section 402(g) limit has been reached.

Note: Additional guidance regarding excess or erroneous contributions to SIMPLE IRAs is needed from the IRS. As a result, some modifications to the provisions contained herein may be required in order to comply with the regulatory requirements under IRC Section 408(p).

Employer Contributions

Each year, your Employer may make contributions to your SIMPLE IRA. If you are age 50 or older by the end of the tax year, you may also be eligible to receive matching contributions on your catch-up contributions. Catch-up contributions may be eligible to be matched only if your Employer elects the matching contribution option, not if your Employer is making a Non-elective Contribution in lieu of a matching contribution. If your Employer elects to make Non-elective Contributions to the Plan below, you will be notified of the election within a reasonable time prior to the Plan's 60-day election period. Unless your Employer elects below and notifies you that your Employer has elected Non-elective Contributions for the plan year, your Employer will make a dollar-for-dollar match of your Elective Deferrals each year, up to 3% (unless your Employer inserts a lesser percentage below, as elected on the Premiere Select SIMPLE IRA Adoption Agreement) of your compensation, or \$11,500 for 2012 (\$14,000 if you are age 50 or older), whichever is less.

Percentage
.0%

If you do not make Elective Deferrals to the Plan, your Employer will not make a matching contribution on your behalf.

- ☐ Your Employer will make a Non-elective Contribution equal to 2% of your compensation. (The maximum compensation which can be taken into account in determining your Employer's Non-elective Contribution amount is \$250,000 for 2012.¹ As a result, the maximum Non-elective Contribution an employee can receive is \$5,000 for 2012.) Your Employer will make this Non-elective Contribution regardless of whether you elect to make Elective Deferrals to your SIMPLE IRA provided you are eligible to participate in the Plan.

¹This amount will be adjusted to reflect any cost of living increase announced by the IRS.

4. Distributions

Distributions from your SIMPLE IRA are subject to ordinary federal income taxes, and may be subject to state income taxes, for the year in which you receive them.

Distributions before you reach age 59½ are generally subject to a 10% early withdrawal penalty in addition to ordinary income taxes. However, any distribution made before you reach age 59½ that is subject to a 10% early withdrawal penalty, which is made within two years from the date you first received contributions in your SIMPLE IRA under the SIMPLE IRA Plan maintained by your employer, will be subject to a 25% early withdrawal penalty.

You must begin receiving required minimum distributions from your SIMPLE IRA by April 1 following the year you turn age 70½. Subsequent minimum Distributions must be made thereafter by each December 31.

To request a distribution(s) from your Premiere Select SIMPLE IRA, complete the appropriate Premiere Select IRA distribution request form. If you have any questions regarding your distribution options or need assistance completing the necessary forms, call your investment representative.

IRS regulations require the custodian of your SIMPLE IRA to withhold federal income tax at the rate of 10% from your SIMPLE IRA distribution(s) unless you elect NOT to have withholding apply by indicating this on your distribution request. This election will remain in effect on periodic distributions taken from your SIMPLE IRA until revoked by you. You can revoke this election at any time by sending a written request to your investment representative.

If you elect to have withholding apply, either by indicating that you want to have withholding apply, by not indicating that you do not want withholding applied when you request your distribution(s), or by not providing a U.S. residential address, federal income tax will be withheld from your SIMPLE IRA distribution(s) at the rate of 10%. Even if you choose to have federal income tax withheld, you are still responsible for the full payment of federal income tax, any state or local taxes, and any penalties which may apply to your distribution(s). Whether or not you elect to have withholding apply, you may be responsible for payment of estimated taxes. You may also incur penalties under the IRS estimated tax rules if your estimated tax payments are not sufficient.

5. Rollovers, Transfers and Conversions

You may roll over or transfer all or part of your SIMPLE IRA to another SIMPLE IRA. Rollovers from one SIMPLE IRA to another SIMPLE IRA must generally comply with the rollover rules applicable to IRAs. Rollovers from one SIMPLE IRA to another SIMPLE IRA must be completed no later than the 60th day after the day you receive the distribution from your SIMPLE IRA. You may not roll over assets from a SIMPLE IRA to another SIMPLE IRA more than once in any 12-month period.

You may not roll over, transfer or convert assets from your SIMPLE IRA to another IRA (other than a SIMPLE IRA or eligible retirement plan) until two years have passed from the time you first received contributions in your SIMPLE IRA under the SIMPLE IRA Plan maintained by your employer. After the two-year period, rollovers from a SIMPLE IRA to another IRA are subject to the same rollover rules applicable to IRAs.

After the two-year period, you may convert assets in your SIMPLE IRA to a Roth IRA, subject to AGI limits and provided the amount is otherwise eligible to be rolled over. You will be subject to income tax on any taxable amount converted to a Roth IRA. You may elect to recharacterize any amount (including any attributable

earnings) converted from a SIMPLE IRA to a Roth IRA subject to the recharacterization rules for IRAs.

To transfer all or part of your Premiere Select SIMPLE IRA to another financial institution, complete the SIMPLE IRA Transfer of Assets Form for the institution you wish to transfer to.

To transfer a SIMPLE IRA from another financial institution to a Premiere Select SIMPLE IRA, complete the NFS Customer Account Transfer Form. Check with that institution to learn about any additional requirements they may have.

To convert all or part of your Premiere Select SIMPLE IRA to another financial institution, complete the Conversion paperwork for the institution you wish to convert your assets to.

To convert all or part of your Premiere Select SIMPLE IRA to a Premiere Select Roth IRA, complete the Premiere Select IRA Application and the Premiere Select Roth IRA Conversion Form.

To request a rollover of all or part of your Premiere Select SIMPLE IRA, complete the Premiere Select IRA Distribution Request Form.

6. Miscellaneous

The financial institution where you establish your SIMPLE IRA will provide a Disclosure Statement to you, which will explain in non-technical terms certain features of your SIMPLE IRA, including:

- A. The statutory requirements that relate to the SIMPLE IRA;
- B. The tax consequences that follow the exercise of various options and what those options are;
- C. Participation eligibility rules and rules on deductibility and non-deductibility of retirement savings;
- D. The circumstances and procedures under which you may revoke your SIMPLE IRA, including the name, address and telephone number of the person designated to receive notification of revocation;
- E. Explanations of when penalties may be assessed against you because of specified prohibited or penalized activities concerning your SIMPLE IRA;
- F. Certain financial information concerning your SIMPLE IRA.

The financial institution where you establish your SIMPLE IRA will also provide annual statements to you reporting certain information concerning your SIMPLE IRA, including the value of your SIMPLE IRA.

As consideration for its administrative services to the Premiere Select SIMPLE IRA Plan and for performing its duties thereunder, the Custodian of your Premiere Select SIMPLE IRA Plan is entitled to reasonable fees in accordance with the Premiere Select SIMPLE IRA Plan Fee Schedule as may be in effect from time to time. Any such fees may, unless paid by the Employer, be deducted from each participant's SIMPLE IRA and may change from time to time as provided for in the Premiere Select SIMPLE IRA Custodial Agreement.

This document is the Summary Description of the Plan and it contains a summary of certain features of the Plan and is not intended to interpret or change any of the provisions of the Premiere Select SIMPLE IRA Plan Agreement.

In all cases, the Premiere Select SIMPLE IRA Plan Agreement will govern. The terms appearing in this Summary Description shall be defined as in the Premiere Select SIMPLE IRA Plan Agreement, unless a different meaning is clearly required by the context. A copy of the complete Premiere Select SIMPLE IRA Plan Agreement can be obtained from your Employer. If you have questions on this Summary Description you should contact your Employer.

SIMPLE IRA Plan Notice to Eligible Employees

Our company offers a SIMPLE IRA Plan as a retirement benefit, and you are eligible to participate in the Plan by electing to make salary reduction contributions.

Note to Employer: You can provide copies of this participant notice to eligible employees or create and provide copies of a customized participant notice.

One of the features of a SIMPLE IRA Plan is that the Plan is funded by both employee and company contributions.

Year YYY

☐ 1. A matching contribution equal to your salary reduction contributions up to a limit of 3% of your compensation for the year.

Percentage
.0%

☐ 3. A non-elective contribution equal to 2% of your compensation for the year (\$250,000 for 2012)¹ if you are an employee who makes at least in compensation for the year.

Amount
\$

2. How to Enroll

Employer should designate a place or individual and insert a date that is no less than 60 days after notice is given.

Place or Individual Name

Date

Name	Title

For questions or assistance, call your investment representative.

Premiere Select® SIMPLE IRA Plan Contribution Transmittal Form

NAME OF EMPLOYER	CONTACT PERSON
PHONE NUMBER	DATE mm/dd/yyyy

Instructions

This Contribution Transmittal Form is for you to use when remitting contributions to the Premiere Select SIMPLE IRA Plan. Since this is the only copy of the form you will receive, please be sure to make copies of this form prior to completing it for the first time. By following the instructions below, you will help assure that the contributions you are sending will be allocated correctly.

- 1** Provide the amount of the salary deferral contribution for each employee in column 3.
- 2** Provide the year for which the salary deferral contribution is being made in column 4. (**P**—prior year, **C**—current year)
- 3** Provide the amount of the employer contribution for each employee in column 5.
- 4** Provide the year for which the employer contribution is being made in column 6. (**P**—prior year, **C**—current year)
- 5** Provide each employee's total contributions in column 7.

6 Total the amount of salary deferral contributions (column 3) and employer contributions (column 5) at the bottom of the respective columns.

7 Make the check payable to NFS for the total amount being contributed as indicated at the bottom of column 7.

8 Mail the check and completed Contribution Transmittal Form to your investment representative.

Please note: Failure to properly designate a contribution year will result in that amount being deposited as a current year contribution. Failure to properly designate a contribution type or failure to allocate a check correctly may result in the entire check being returned to the employer.

[illegible]

SIMPLE IRA Plan

Employee Guide



Helping you save for retirement

Your employer knows how important it is to plan for retirement, and they want to help you save toward this goal. They have elected to offer you the Premiere Select® SIMPLE IRA Plan ("Plan"). In addition to the contributions they make on your behalf, this plan allows you to contribute a portion of your own salary on a tax-deferred basis—permitting you to build your retirement savings while reducing your current taxable income.

And, you get the benefit of your investment professional's experience to assist you with setting up your account.



Take charge.

The Premiere Select® SIMPLE IRA Plan makes it easy for you to save for retirement, and helps you take charge of your financial future. With this Plan, you can:

- Contribute a percentage of your compensation each year for retirement through automatic deductions from your paycheck.
- Reduce your current federal (and, in most cases, state) tax bill through pretax contributions.
- Accumulate tax-deferred earnings until you withdraw your money.
- Receive employer contributions.
- Become immediately vested in all contributions as soon as you and your employer make them, meaning that you “own” the contributions as soon as they are made.

Additionally, you may be eligible to receive a tax credit based on your annual compensation.

It's easy and it's affordable.

The Premiere Select SIMPLE IRA Plan is one convenient and cost-effective way for you to build your retirement savings with the help of your employer.

If you're like most people, you may find it hard to save on a regular basis. A SIMPLE IRA makes saving easy because it's automatic. You decide how much to contribute. The money is then deducted from your paycheck and contributed directly to your account.

You don't have to contribute a lot of money every pay period to potentially build a retirement nest egg over time. That's because the money invested in your SIMPLE IRA compounds on a tax-deferred basis; instead of paying taxes each year on any investment earnings, the money is automatically reinvested. As any tax-deferred investment earnings accumulate, they may generate additional earnings that can compound over time. You won't pay taxes on any investment earnings until you begin to withdraw your money at retirement—at a time when you could be in a lower tax bracket.

Reduce taxes

With the Premiere Select SIMPLE IRA Plan, you can reduce your current income taxes.

The amount you contribute to your SIMPLE IRA is deducted from your salary before most federal (and, in many cases, state) income taxes are calculated. As shown in the table below, this helps reduce your current federal taxable income. In effect, the federal government allows you to invest more money for your retirement.

Contributing to your SIMPLE IRA Plan usually leaves you with more take-home pay than if you had invested the same amount in a taxable savings account.

SAVING ON YOUR OWN IN A TAXABLE SAVINGS ACCOUNT	
If you made	\$30,000
And paid federal income taxes of 25%	-\$7,500
And saved \$100 a month	-\$1,200 (per year)
You would take home	\$21,300

SAVINGS THROUGH A SIMPLE IRA PLAN ¹	
If you made	\$30,000
And contributed \$100 a month to a SIMPLE IRA	-\$1,200
Your taxable income would be	\$28,800 (per year)
Your federal income tax at 25% would be	-\$7,200
You would take home	\$21,600
Increase in take-home pay by contributing to a SIMPLE IRA Plan	\$300

¹This hypothetical example is for illustrative purposes only. Contributions to, and earnings on, a SIMPLE IRA will be taxed when withdrawn at the tax rates, and according to the tax regulations, in effect at the time of withdrawal.

Simple solutions.

Here's how to put the Premiere Select SIMPLE IRA to work for you.

MAKING CONTRIBUTIONS

- You can elect to make salary-deferral contributions to your Premiere Select SIMPLE IRA Plan. Simply specify the percentage of your compensation (or a specific dollar amount, if your employer so allows) to be contributed to the Plan. Your employer will deduct the amount you have specified from your pay, before taxes are withheld, and invest your contributions in your SIMPLE IRA. It's that easy.
- If you want to change the amount of your contribution, ask your employer for details on how often you may do so. This information is also provided in the Plan's Summary Description, which your employer will provide to you.
- You can stop contributing to your SIMPLE IRA at any time. Ask your employer for instructions and any restrictions on resuming your contributions.
- Initially, all contributions will be invested according to the investment instructions you provide on your Premiere Select SIMPLE IRA Plan application.
- Your investment professional can provide assistance if you decide to make any changes to your investment selections.
- Monthly statements of your account activity will be sent to both you and your investment professional.

HOW MUCH CAN YOU CONTRIBUTE?

The annual maximum that you may contribute to a SIMPLE IRA is:

\$11,500 for 2012

CATCH-UP CONTRIBUTIONS

SIMPLE IRA owners age 50 or older (as of December 31 of the tax year) may be eligible to make an annual "catch-up contribution" in addition to their annual contributions.

The catch-up contribution limit is as follows:

\$2,500 for 2012

An array of investment choices.

The Premiere Select SIMPLE IRA Plan offers you a wide variety of investment choices.

BROKERAGE ACCOUNT

A SIMPLE IRA brokerage account gives you flexibility in deciding where to invest your contributions. It allows you to structure your portfolio to help meet your financial planning needs, offering you access to both individual securities and a vast array of mutual funds.

For further information on these investment options, please consult with your investment professional.



Accessing your retirement savings.

The Premiere Select SIMPLE IRA Plan is designed as a long-term retirement savings vehicle.

There are also certain IRS rules that govern retirement plans, including the following early withdrawal penalties:

- If you are under age 59½ and you withdraw money within the first two years of the date your employer makes the initial contribution to your SIMPLE IRA, your distribution generally will be subject to a 25% early withdrawal penalty.²
- If you are under age 59½ and you withdraw money after the first two years of the date your employer makes the initial contribution to your SIMPLE IRA, your distribution may be subject to a 10% early withdrawal penalty.²

You are generally required to begin distributing money from your SIMPLE IRA no later than April 1 of the year following the year in which you reach age 70½, and distributions must occur by December 31 each year thereafter.

²SIMPLE IRA assets are eligible to be converted to a Roth IRA after the two-year period has expired. Assets converted to a Roth IRA are taxable in the year of the conversion.

TAKE CHARGE BY FOLLOWING THREE EASY STEPS

Once you have reviewed the benefits of saving for retirement through the Premiere Select SIMPLE IRA Plan, here are the steps you need to follow to get started:

1 DECIDE HOW MUCH TO CONTRIBUTE

Choose a percentage of your compensation (or a specific dollar amount if your employer so allows) that you wish to contribute to the Plan each year.

2 SELECT YOUR INVESTMENTS

Choose an appropriate strategy for your retirement investing. Your investment professional will provide copies of prospectuses for the mutual fund investments you wish to consider.

3 COMPLETE THE NECESSARY FORMS

Complete the Premiere Select SIMPLE IRA Plan application and the Salary Reduction Agreement, and give both documents to your employer. Read the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement and the Summary Description for your Plan.

GET STARTED TODAY

With the support of your employer and the investment professional selected for your Premiere Select SIMPLE IRA Plan, you'll take an important step toward greater long-term financial security.



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

Premiere Select is a registered service mark of FMR LLC.

Premiere Select Retirement Solutions are provided by National Financial Services LLC, Member NYSE, SIPC.

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

Portions © 2005–2012 FMR LLC. All rights reserved. Used by permission.

447388.6.0

1.720452.112

1111

4. SUITABILITY**Financial Position****► Annual Income***From all sources*

- ☐ Under \$25,000
- ☐ \$25,000 - \$50,000
- ☐ \$50,001 - \$100,000
- ☐ Over \$100,000

\$ _____

► Estimated Net Worth*Excluding primary residence*

- ☐ Under \$50,000
- ☐ \$50,000 - \$100,000
- ☐ \$100,001 - \$500,000
- ☐ Over \$500,000

\$ _____

► Investable/Liquid Assets*Including cash and securities*

- ☐ Under \$50,000
- ☐ \$50,000 - \$100,000
- ☐ \$100,001 - \$500,000
- ☐ Over \$500,000

\$ _____

► Federal Tax Bracket

- ☐ 0% - 15%
- ☐ 25% to 27½%
- ☐ Over 27½%

Account Funding Source

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

☐ Other: _____**► Annual Expenses***Recurring*

- ☐ Under \$50,000
- ☐ \$50,000 - \$100,000
- ☐ \$100,001 - \$250,000
- ☐ \$250,001 - \$500,000
- ☐ Over \$500,000

\$ _____

► Special Expenses*Future and non-recurring*

- ☐ Under \$50,000
- ☐ \$50,000 - \$100,000
- ☐ \$100,001 - \$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.

- ___ Preservation of capital
- ___ Income
- ___ Capital appreciation
- ___ Speculation
- ___ Trading profits
- ___ Other: _____

► Risk Tolerance

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

► General Investment Knowledge

- ☐ Limited ☐ Good ☐ Extensive

► Investment Time Horizon

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

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	Number of Years	Transactions per Year		
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Short Term	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Alternative Investments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Margin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Foreign Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Foreign Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 – 5	<input type="checkbox"/> 6 – 15	<input type="checkbox"/> Over 15	

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 _____%	Other _____%
Bonds _____%	Options _____%	Security Futures _____%	Foreign Currency _____%	Total % _____%
Short-Term _____%	Limited Partnerships _____%	Annuities _____%	Foreign Security _____%	

5. ACCOUNT CHARACTERISTICS**Dividend, Interest, Capital Gains**

Choose 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.
- ☐ 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.
- ☐ 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; pay dividends and interest from all eligible securities in cash; credit the core account investment vehicle.

I agree to the terms and conditions of the Equity Dividend Reinvestment Service provided in the attached Customer Agreement.

Core Account Investment Vehicle *Consult your Broker/Dealer for a list of available investment vehicles.*

Indicating no choice will be considered your authorization for your Broker/Dealer to use its default option as the core account investment vehicle. 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. Please 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.

CORE ACCOUNT INVESTMENT VEHICLE NAME

CORE ACCOUNT INVESTMENT VEHICLE SYMBOL

Optional Features *You must qualify to add these features to your account. Additional applications will be required.*

Indicate any features in this section that you would like to request. **Consult your Broker/Dealer for availability and eligibility, and to obtain the appropriate additional application(s) to apply for the features(s) you want.**

Account Features

- ☐ Options
- ☐ Fee-Based Account (including Premiere Select IRA for Managed Accounts)

Indicate type below.

ACCOUNT TYPE

6. SIMPLE IRA BENEFICIARY DESIGNATION

Share percentages must total 100% for primary and 100% for contingent. Use percentages only, not dollar amounts.

- If you wish to designate your estate as your beneficiary, please indicate "Estate" in the Primary Beneficiaries section.
- If beneficiary is a trust, provide trust name, names of all trustees, and date trust was established.
- 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.
- 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.

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 descendants. 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. *If you make any Per Stirpes designation, provide name of executor or other contact.* If you do not provide a name or if the contact named is unavailable or unable to act, the contact will default to your executor. If you need to update the contact name in the future, you can do so by submitting either a Letter of Instruction or a Premiere Select IRA Beneficiary Designation Form completed in its entirety.

CONTACT/EXECUTOR NAME

Attach additional sheet if necessary, which must include your name, account number, your signature, and must be dated.

PRIMARY Beneficiaries

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

CONTINGENT Beneficiaries

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

NAME OF BENEFICIARY <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	
<input type="checkbox"/> SOCIAL SECURITY NO. <input type="checkbox"/> TAXPAYER ID NO. DATE OF BIRTH/TRUST mm/dd/yyyy	
COUNTRY OF CITIZENSHIP/ORGANIZATION	% SHARE
NAMES OF TRUSTEES <i>if applicable</i>	<input type="checkbox"/> Per Stirpes

If more than one person is named and no share percentages are indicated, payment shall be made to my primary beneficiary(ies) who survive me in equal shares. Any fractional shares that cannot be divided equally among multiple beneficiaries are allocated to the first beneficiary listed. If a percentage is indicated and a primary beneficiary(ies) does not survive me, unless I have checked the Per Stirpes box, the percentage of that beneficiary's(ies) designated share shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of my death, I hereby specify that the balance is to be distributed to my contingent beneficiary(ies) listed above. I understand that payment to my contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies).

7. SIGNATURES

I hereby adopt the Premiere Select SIMPLE IRA, appointing Fidelity Management Trust Company ("FMTC"), or any successor thereof, as Custodian. I agree to the appointment of National Financial Services LLC ("NFS") as the sole carrying Broker/Dealer to perform administrative services, and I designate _____ as my Broker/Dealer. Establishment of my Premiere Select SIMPLE IRA will be evidenced by a Letter of Acceptance sent by or on behalf of FMTC. **I understand that the beneficiary of my Premiere Select SIMPLE IRA established with this Application will be my surviving spouse or, if none exists, my estate, until a completed Beneficiary Designation Form is received and accepted by NFS.** I understand that my Premiere Select SIMPLE IRA will be subject to the fees more fully described in the Customer Agreement. I have reviewed these fees, as provided by my Broker/Dealer, and represent that these fees are reasonable for the services provided. I understand that upon issuer's request, in accordance with applicable rules and regulations, NFS will disclose my name to issuers of securities if securities are held in my account, so that I can receive important information, unless I do not consent to disclosure; and I will notify my Broker/Dealer in writing if I do not consent. (Note: You may not object to disclosure for certain securities registered under the Investment Company Act of 1940.) I am at least 18 years of age and of full legal age in the state in which I reside. If I have not checked the box for Affiliations, I represent and warrant that I am not affiliated with or employed by a stock exchange or a broker/dealer or I am not a control person or affiliate or 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. I understand that telephone calls to my Broker/Dealer and NFS may be monitored or recorded, and I consent to such monitoring or recording. I certify under penalties of perjury that: (1) I am a U.S. person (including a U.S. resident alien) and (2) the Taxpayer Identification Number (or Social Security Number) provided above is correct (or I am waiting for one to be issued to me). I hereby direct NFS to take direction from my employer to remove excess or erroneous SIMPLE contributions from my Premiere Select SIMPLE IRA. I hereby agree to indemnify and hold harmless FMTC, NFS, their agents, affiliates and successors from any actions arising from NFS acting upon such direction from my employer.

I represent that I have received and read the Customer Agreement, the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement, of which this Application is a part, governing this account and agree to be bound by such Agreements as are currently in effect and as may be amended from time to time. These Agreements shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

I understand that it is my responsibility to read the prospectus or disclosure document, as applicable, for any mutual fund or bank sweep product into which I purchase or exchange. I have received and read the applicable prospectus or disclosure document for the mutual fund or bank sweep product in which I am investing -- including, but not limited to, any money market mutual fund or bank sweep product that I chose for my core account investment vehicle -- and I agree to the terms and conditions of the prospectus or disclosure document, as applicable.

If I choose a bank sweep product for my core account investment vehicle, I represent that I am: (1) a natural person or (2) if I am a fiduciary, including trustee, custodian, agent, administrator or executor, each of the beneficial owners of the account is a natural person.

Indicating no choice will be my authorization for my Broker/Dealer to use its default option as the core account investment vehicle and I shall hold my Broker/Dealer and NFS harmless for any consequences as a result of such authorization. If the sweep vehicle is a mutual fund, my Broker/Dealer has provided the prospectus for that fund or if it is a bank sweep product, my Broker/Dealer has provided the disclosure document describing that product in detail. I 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 that my Broker/Dealer may not have considered these differences when deciding to make a core account investment vehicle available to me.

If I am a U.S. person (which includes U.S. resident aliens), I hereby certify under the penalties of perjury that the taxpayer identification number I have provided is correct. If, after I open my account, my status changes to a non-U.S. person, I understand I am required to notify the Custodian of such change and that I should also submit an IRS Form W-8. If I am not a U.S. person, I am submitting the applicable IRS Form W-8 with this application (or separately sending it) to certify my foreign status and, if applicable, to claim tax treaty benefits.

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

Signature and Date are required.

X

Signature of Simple IRA Owner/Authorized Individual

Date

Print Name

For Branch Use Only

Account accepted in accordance with firm policies.

REGISTERED REP. NO./NAME (Print)

SIGNATURE

DATE mm/dd/yyyy

OFFICE MANAGER/PRINCIPAL NAME & ID NO. (Print)

SIGNATURE

DATE mm/dd/yyyy

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

Customer Agreement

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

In consideration of You and NFS opening one or more brokerage accounts as part of my Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, 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 Fidelity Management Trust Company ("FMTC"), Custodian/Trustee of my retirement account, 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. (Please 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 **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. The IRA Custodian 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. An Investment in any money market mutual fund is not guaranteed by the FDIC or any other governmental agency. Although money market mutual funds seek to preserve the value of my investment at \$1.00 per share, I understand that it is possible to lose money by investing in such fund. I understand that investing in a tax-exempt security is inappropriate for a retirement account.

8. I understand that my account includes a core account investment vehicle that is used for settling transactions and holding credit balances. Amounts credited to the core account investment vehicle will be invested in the core account investment vehicle that is indicated on my retirement account application(s). I understand that if I do not select a core account investment vehicle, my Broker/Dealer may, in its sole discretion, invest my cash/credit balances in my Broker/Dealer's default option. Different core account investment vehicles 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 investment vehicle, my Broker/Dealer may not consider these differences when selecting a default core account investment vehicle for me.

9. I understand that if I choose a bank sweep product as my core account investment vehicle, cash balances in my account will be automatically swept into an interest-bearing deposit account at one or more federally insured banking institutions selected by my Broker/Dealer (the "Bank(s)"). My cash balances held at each Bank will be eligible for FDIC insurance coverage up to \$250,000 (principal plus accrued interest) per depositor per insurable capacity, in accordance with applicable FDIC rules. All deposits (for example, deposits I may make at a Bank outside of the bank sweep product plus the bank sweep cash balance) held by an individual in the same right and legal capacity at the same Bank are insured up to \$250,000. Special rules apply to FDIC insurance of trust deposits. 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.

Information on account protection is set forth below.

10. 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 1-202-371-8300.

11. **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 Standard Time (EST) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify You on or before 9:00 p.m. EST 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) which is margin eligible (as defined by NFS) and listed on the New York Stock Exchange or the American Stock Exchange, or traded on the National Association of Securities Dealers Automated Quotation System (NASDAQ). 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 which 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.

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 (See below for more information on your core account investment vehicle.). 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. EST 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. EST at least one business day prior to the dividend record date. Such notice will not affect any obligations 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.

12. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. 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.

13. 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.

14. 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.

15. 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. Please 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.

16. 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, 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.

17. 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.

18. **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 has reasonable grounds to believe the Document(s) has/have been altered.**

19. **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.**

20. **I understand that sufficient funds must be in my account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You may deem necessary.**

21. I have received and read the appropriate prospectus or disclosure document for the core account investment vehicle designated in the attached retirement account application(s). I understand that my account statement details all activity in the core account investment vehicle. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand that if I chose a money market mutual fund as my core account investment vehicle, 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 investment vehicle, 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 investment vehicle. 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 investment vehicle 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 investment vehicle designated in my retirement account becomes unavailable due to circumstances beyond the control of my Broker/Dealer, my Broker/Dealer may select an alternative core account investment vehicle 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 investment vehicle.

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 investment vehicle 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 investment vehicle, including but not limited to any changes in the rate of return offered by the alternative core account investment vehicle.

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 understand there is a \$35 NFS Annual Maintenance Fee that may be paid separately if consented to by NFS or collected from my retirement account balance. I understand a \$75 NFS Liquidation/Termination Fee will be collected directly from my retirement account balance when I liquidate or terminate my retirement account. NFS may change the fee schedule from time to time.**

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 investment vehicle (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. I understand that all debit items, including without limitation, checks, securities account purchases, and electronic funds transfers, will be accumulated daily, and that NFS will promptly pay each on my behalf to the extent that sufficient funds can be provided from amounts contributed by me or on my behalf and available that day, or from proceeds of redemption of fund shares or other assets in my accounts, or withdrawal of funds from my bank sweep, which NFS is authorized to redeem or withdraw to pay such items. I will maintain sufficient assets in my account to satisfy all obligations as they become due.

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

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

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.

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

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 accounts 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. The attached pages of the Trust document are true copies of the valid legal document currently in effect.

- 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. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account), and to trade securities on margin or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Trust. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

- 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 confir-

mations 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®

SIMPLE IRA Plan Salary Reduction Agreement

Use this form to direct your employer to defer part of your compensation to your company's SIMPLE IRA Plan, or to change your existing Salary Reduction Agreement. See Section 3 of the Premiere Select SIMPLE IRA Plan Summary Description to determine when changes may be made to an existing Salary Reduction Agreement. Refer to the Summary Description in its entirety for details on all of your Premiere Select SIMPLE IRA Plan's provisions. Retain a copy of this form for your records. Type on screen or print out and fill in using CAPITAL letters and black ink.

Note to Employer: You can provide copies of this sample Salary Reduction Agreement to your eligible employees or you can create and provide copies of your own customized Salary Reduction Agreement.

1. Employee Information

Name First, M.I., Last			Social Security Number		
Street Address					
City	State/Province	Zip/Postal Code	Employer Name		

2. Salary Reduction Election

Subject to the requirements of the SIMPLE IRA Plan of the above-named employer, you authorize the percentage OR dollar amount listed below to be withheld from your pay each pay period and contributed to your SIMPLE IRA as a salary reduction contribution.

Insert percentage. ▶

Percentage
.0%

 OR Insert single-sum amount. ▶

Amount
\$.

 Which equals this percentage of your current salary. ▶

Percentage
.0%

3. Maximum Salary Reduction

You understand that the total amount of your salary reduction contributions in any calendar year cannot exceed \$11,500 for 2012.

Employees age 50 or older, may be able to make an additional catch-up elective deferral contribution to their SIMPLE IRA. Employees should consult their employer for more information about this additional catch-up contribution.

4. Date Salary Reduction Begins

You understand that your salary reduction contributions will start as soon as permitted under the SIMPLE IRA Plan and as soon as administratively feasible. Or if you want the salary reduction contributions to begin later, fill in the date you want them to begin.

This date must be on or after the date you sign this Agreement.

Date MM DD YYYY
.

5. Duration of Election

By signing below, you:

- Acknowledge you have read the Premiere Select SIMPLE IRA Plan Summary Description to determine if the changes you are requesting can be made to an existing Salary Reduction Agreement.

- Understand this Salary Reduction Agreement replaces any earlier agreement and will remain in effect as long as you remain an Eligible Employee under the SIMPLE IRA Plan, you provide your

employer with a request to end your salary reduction contributions or you provide a new Salary Reduction Agreement as permitted under your employer's SIMPLE IRA Plan.

Print Employee Name First, M.I., Last	
Employee Signature	Date MM - DD - YYYY
SIGN ▶	▶

For questions or assistance, call your investment representative.

The Premiere Select SIMPLE Individual Retirement Account Custodial Agreement

The participant whose name appears on the accompanying Application is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under Sections 408(a) and 408(p) 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 participant the Disclosure Statement required under Regulations Section 1.408-6. The participant and the Custodian make the following Agreement:

Article I

The Custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the Custodian.

Article II

The participant'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 participant'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 participant's entire interest in the Custodial Account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant 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 participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in 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 participant'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 participant 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 participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

- (b) If the participant 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 participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant'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 participant's death.
- 4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant'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 participant'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 participant reaches age 70½, is the participant'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 participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant'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 participant's (or, if applicable, the participant 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 participant's death (or the year the participant 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 participant 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 IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

- 1. The participant agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
- 2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
- 3. The Custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

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 sections 408(a) and 408(p) 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 participant 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 to receive contributions under a SIMPLE IRA plan described in Section 408(p) of the Code.
- (b) "Agreement" means the Premiere Select SIMPLE IRA Custodial Agreement and Disclosure Statement, as 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 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 and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) "Applicable Limit" shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may contribute up to: \$7,000 for 2002; \$8,000 for 2003; \$9,000 for 2004; and \$10,000 for 2005 and beyond. This limit may be adjusted from time to time, in multiples of \$500, by the Secretary of the Treasury in accordance with Section 408(p)(2)(E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may exceed the aforementioned limits by the following amounts: \$500 for 2002; \$1,000 for 2003; \$1,500 for 2004; \$2,000 for 2005; and \$2,500 for 2006 and beyond. The additional limit may also be adjusted from time to time, in multiples of \$500, for increases in the cost of living.
- (e) "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 Shares or Other 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).
- (f) "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 VIII, Section 8 of this Agreement, or (ii) pursuant to the provisions of Article VIII, Section 8 of this Agreement.
- (g) "Broker" or "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, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934 that clears securities transactions through National Financial Services LLC, 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.
- (h) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (i) "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.
- (j) "Conversion Amount" shall mean all or any part of a distribution from the Account deposited in a Roth IRA.
- (k) "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.
- (l) "Depositor" or "Participant" means the person named in the Account Application.
- (m) "Election Period" shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the

day plan notice is provided to each Eligible Employee, if later. In the case of an employee who becomes an Eligible Employee other than at the beginning of the calendar year because i) the Employer has not elected a prior year compensation requirement in the Adoption Agreement, ii) the employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer or iii) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the Employee becomes eligible or the day before that date.

- (n) "Employer" means the sole proprietorship, partnership, corporation or other entity named in the Account Application, or any successor or predecessor to it, or any other Employer that contributed to a SIMPLE plan on behalf of the Depositor.
- (o) "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.
- (p) "Money Market Shares" shall mean any Funding Vehicles which are issued by a money market mutual fund.
- (q) "Plan Year" shall mean the calendar year.
- (r) "SIMPLE" shall mean a Savings Incentive Match Plan for Employees, as defined in Section 408(p) of the Code, under which salary reduction contributions, Employer matching contributions, and Employer nonelective contributions may be made.

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) 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) 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).

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 SIMPLE IRA Plan 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. Investment of 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) *General.* All contributions (including transfers of assets) to the Account shall be invested in accordance with the Depositor's written instructions in the Application or as the Depositor, the Depositor's Authorized Agent, or the Depositor's Employer directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor or the Depositor's Authorized Agent (or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, 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 or offering circular, for any Funding Vehicles in which the Depositor (or the Depositor's Authorized Agent, or Beneficiary) or the Depositor's Employer, 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. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the Internal Revenue Service, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Custodian shall not be obligated to invest any contributions to the Custodial Account which the Custodian has been advised will be transferred without cost or penalty to the Depositor to another SIMPLE IRA (or, if the two-year (2-year) period beginning on the date contributions were first made to a Depositor's SIMPLE IRA Employer (the "two-year period") has elapsed, to another IRA), unless such Funding Vehicles are Money Market Shares designated by the Custodian.
- (b) *Initial Contribution.* The Custodian will invest all contributions promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution to his 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 shall be deemed to have received a copy of the Disclosure Statement which accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian of the Account, 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 an 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 (or the Depositor's Authorized Agent, the Beneficiary) or the Depositor's Employer. Pending receipt of such instructions any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions of the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, (ii) be invested in Money Market Shares, or (iii) be returned to the Depositor or the Depositor's Employer, 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 cash 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 Depositor's Custodial Account.
- (d) *Minimum Investment.* Any other provision herein to the contrary notwithstanding, the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer 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) or the Depositor's Employer, 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) or the Depositor's Employer, 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, shall not be liable for any loss which results from the Depositor's (or the Depositor's Authorized Agent, or following the death of the Depositor, the Beneficiary) or Depositor's Employer'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) or the Depositor's Employer or Broker with respect to assets in the Account.

4. Types of Contributions.

Only SIMPLE contributions shall be made to a SIMPLE IRA, and, with the exception of Rollover Contributions which are more fully described below, such contributions are limited to the following:

- (a) *Salary Reduction Contributions.* Each Depositor who is an eligible employee under the Employer's SIMPLE IRA Plan must be permitted to make salary reduction contributions if he or she so elects. A salary reduction contribution is a contribution, generally expressed as a percentage of compensation, that an employee elects to have contributed to his or her SIMPLE IRA

instead of receiving that amount in cash. The Employer may permit the Depositor to express the amount of his or her salary reduction contribution as a specific dollar amount. Salary reduction contributions cannot exceed the Applicable Limit per Plan Year. The Depositor may cease salary reduction contributions at any time by notifying the Employer. Salary reduction contributions include catch up contributions pursuant to Section 414(v) of the Code for Depositors age 50 or older.

- (b) *Catch Up Contributions.* Eligible Employees who have attained age 50 before the close of the Plan Year are eligible to make catch up contributions to the Account in accordance with, and subject to the limitations of Section 414(v) of the Code. Catch up contributions are not taken into account for purposes of determining the limits under Section 402(g), 408(p) or 415 of the Code.
- (c) *Employer Matching Contributions.* An Employer is generally required to make a matching contribution on behalf of each eligible employee in an amount equal to the Depositor's salary reduction contributions, up to 3% of the Depositor's compensation for the applicable Plan Year. The Employer can elect to reduce this matching contribution to no less than 1%, provided notification is provided by the Employer of the Employer's intention to reduce this limit within a reasonable period of time before the Election Period for that Plan Year, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the Plan Year for which the election is effective. The maximum Employer Matching contribution that can be made is the Applicable Limit. The Custodian shall not be responsible for determining the amount of any matching contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess matching contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it. In addition to the matching contributions described herein, if you, as Depositor, are 50 years of age or older your Employer must generally make a matching contribution in an amount equal to any catch up contributions you make up to the limits described herein.
- (d) *Employer Nonelective Contributions.* Instead of making a matching contribution, an Employer may make a nonelective contribution equal to 2% of each eligible employee's compensation, without regard to whether the employee was making salary reduction contributions for the applicable calendar year. The compensation that is taken into account for this 2% nonelective contribution is limited to \$200,000, as may be adjusted by the IRS for cost of living increases in accordance with Section 401(a)(17) of the Code. Eligible employees must be notified by the Employer that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period. The Custodian shall not be responsible for determining the amount of any nonelective contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess nonelective contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

5. Timing of Contributions.

An Employer matching or nonelective contribution is deemed to have been made on the last day of the preceding taxable year if the contribution is made by the deadline for filing the Employer's income tax return (including extensions) for the taxable year that includes the last day of the Plan Year for which the contributions are made, or such later date as may be determined by the Department of the Treasury or the IRS. Salary reduction contributions are made prospectively on a calendar year basis, and must be contributed to a Depositor's Account, in a form and manner acceptable to the Custodian, as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 30 days following the last day of the month in which amounts were withheld from the Employee's compensation. 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 imposed on account of any contribution.

6. Rollover Contributions.

The Custodian will accept for the Custodial Account all rollover contributions from SIMPLE IRAs which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other rollover contribution from another SIMPLE IRA. The Depositor (or the Depositor's Authorized Agent) shall designate 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 Section 408(d)(3) of the Code. 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. In the case of a distribution from a SIMPLE IRA, such distribution qualifies as a rollover contribution provided it is deposited timely to another SIMPLE IRA (or, if the “two-year period” has elapsed, to another IRA or an employer sponsored plan that accepts such rollovers) and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution.

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 Depositor may designate a Beneficiary as follows:

- (a) *General.* A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by designation executed by the Depositor in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of the Depositor 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 primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies) in equal shares. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of your 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 and contingent Beneficiary(ies), as applicable. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to such person or persons (including a trust or estate) designated by such Beneficiary as his or her successor Beneficiary in a form and manner acceptable to, and filed with the Custodian; provided, however, that such designation must be received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of such Beneficiary, and provided further that the latest such designation shall control. If no proper designation has been made by such Beneficiary, in accordance with the preceding sentence, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. 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 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 is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor until the death of the Depositor'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 as directed by the trustee(s) of such Spousal Trust, and (ii) no person shall have the power to assign any part of the Account to any person or entity other than the Spousal Trust. To the extent permitted by Section 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 his or her Beneficiary may be treated as his or her "designated beneficiary" for purposes of the distribution requirements of that Code section. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) *Judicial Determination.* Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 19.
- (e) *No Duty.* The Custodian shall not have any duty to question the directions of a Depositor (the Authorized Agent, or the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 401(a)(9), Section 408(a)(6), Section 2056(b)(7) or Section 2056A of the Code and related regulations.

9. Payroll Deduction.

A Depositor must elect to have salary reduction contributions to his or her Custodial Account made through payroll deduction in a form and manner acceptable to the Custodian. In order to establish payroll deduction, the Depositor must authorize his or her Employer to deduct a fixed percentage (or a fixed dollar amount, if permitted by the Employer) from a pay period's salary up to a total amount of the Applicable Limit per year, as indexed by the Internal Revenue Service to reflect increases in the cost of living, or as may otherwise be reduced by limits imposed under Section 402(g) of the Code. The Custodian shall continue to receive for the Depositor's Account salary reduction 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 in another SIMPLE 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 under this Agreement. The Custodian will not be responsible for any losses the Depositor 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. Assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or custodian of another SIMPLE IRA (or, if the two-year period beginning on the date the Depositor first received contributions under the SIMPLE IRA plan maintained by the Depositor's employer ("the two-year period") has elapsed, to another IRA) established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian.

The Depositor (or following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer is in compliance with the terms and conditions of the instrument governing the SIMPLE IRA or IRA, as the case may be, of the transferor and transferee trustee or custodian, the Code, and any related rules, regulations, and guidance issued by the Internal Revenue Service, including Code Sections 401(a)(9) and 408(a)(6).

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 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 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 24 below. 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, you may convert any or all distributions from the Account for which the two-year period has elapsed beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your employer, which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Section 401(a)(9) of the Code 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 each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed conversion amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3) and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

13. Recharacterization of Converted Amounts.

Amounts converted to 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 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. 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 rules, regulations, and guidance issued by the Internal Revenue Service. A contribution that constitutes a recharacterization of a prior conversion amount must be made by the deadline for filing the Depositor's income tax return for the year the conversion contribution 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 (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) at the Depositor's (or the Depositor's Authorized Agent's, or the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

15. Instructions, Notices and Communications.

All instructions, notices, and communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to 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, and 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, and communication shall be effective until the Custodian's actual receipt thereof.

16. Effect of Instructions, Notices and Communications.

- (a) *General.* The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) *Incomplete or Unclear Instructions.* Under this Agreement, the Depositor (or following the death of the Depositor, the Beneficiary) hereby appoints the Broker as his or her agent to instruct the Custodian to effect transactions, or to provide information with regard to such matters, on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) relating to the Custodial Account in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be. 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 Depositor's Authorized Agent) or a Depositor's Employer relating to a Depositor's Custodial Account or to otherwise advise the Depositor (or Depositor's Authorized Agent) or the Depositor's Employer 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 advisor with regard to their specific situation. The Custodian shall submit required reports to the Internal Revenue Service, to the Depositor's Employer, and to the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return, report or notice 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 calendar year. Unless the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) *Tax Withholding.* Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. 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 within the Custodial Account.

18. Spendthrift Provision.

Subject to Section 11 above, the interest of a Depositor (or following the death of the Depositor, the Beneficiary) in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor or by operation of law; nor shall the interest of a Depositor 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 legal action or proceeding or defense shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and Depositor (or following the death of the Depositor, the Custodian and 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 court order or levy, the Custodian shall do so in accordance with such order or levy and Section 11 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. Fees and Expenses.

- (a) *General.* The fees of the Custodian for performing its duties hereunder shall be in such amount as 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) by separate check. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the IRS, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Depositor may request in a form and manner acceptable to the Custodian that certain assets in the Depositor's Custodial Account be transferred without cost or penalty to the Depositor to another SIMPLE IRA designated by the Depositor (or, if the "two-year period" has elapsed, to another IRA designated by the Depositor) maintained for the Depositor's benefit, pursuant to the procedures described in the summary description delivered to the Depositor by the Depositor's Employer.

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, or the Beneficiary) 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. 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) 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 (or the Depositor's 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 direction 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 (or the Depositor's Authorized Agent, 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 (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 direction (or that of the Depositor's Employer, Broker, Authorized Agent, or, after the death of the Depositor, the Beneficiary). The Depositor (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 (or the Depositor's Authorized Agent, or, after 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 (or following the death of the Depositor, the Beneficiary's) or the Depositor's (or following the death of the Depositor, the Beneficiary's) Broker's investment 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 (or, after 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.

22. 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.

23. 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) if he or she fails to object thereto by notice, written or otherwise, received by 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 the 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. 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 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.

25. Termination of the Custodial Account.

The Depositor 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 SIMPLE IRA (within the meaning of Section 408(p) of the Code) or if the "two-year period" has elapsed, to another IRA designated by the Depositor, 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 intention to terminate the Custodial Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then 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 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).

The Premiere Select SIMPLE 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, as amended (the “Code”) and should be reviewed in conjunction with both the Custodial Agreement and the Application for your [Premiere Select] Savings Incentive Match Plan for Employees Individual Retirement Account (“SIMPLE IRA”). This SIMPLE IRA is a Custodial Account (the “Account”) created to provide for the Depositor’s retirement.

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/Account Owner for whose benefit the Account is originally established. Following the death of the Depositor, the Beneficiary(ies) must establish an Inherited IRA, the terms and conditions of which are governed by the Premiere Select IRA Custodial Agreement and Disclosure Statement.

You should seek competent tax or legal advice with respect to any and all matters pertaining to this Account, as such matters may result in adverse tax consequences and/or penalties. Neither the Custodian, the Company nor any affiliate or agent thereof provides tax or legal advice.

Right to Revoke

If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this SIMPLE IRA, 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 establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance of your SIMPLE IRA by or on behalf of the Custodian of your SIMPLE 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
P.O. 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 your SIMPLE IRA, please call your Investment Professional.

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 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 Codes Section 469, except that you should disregard Code Section 135,137,911.

ACCOUNT INFORMATION

Description of Account.

Your SIMPLE IRA is a Custodial Account created for your exclusive benefit to receive contributions under your Employer’s Savings Incentive Match Plan for Employees plan described in Section 408(p) of the Code (a “SIMPLE Plan”). Your SIMPLE IRA may also qualify as a “Transfer SIMPLE IRA” in which assets previously contributed under a SIMPLE Plan other than a Premiere Select SIMPLE Plan can be held. Your interest in the account is immediately 100% vested and nonforfeitable.

Designation of Beneficiary.

You should designate a Beneficiary(ies) to receive the balance of your SIMPLE IRA upon your death. A Beneficiary(ies) must be designated on your SIMPLE IRA Application, or in another form and manner acceptable to the Custodian. Upon your death, the assets remaining in your SIMPLE IRA will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian in accordance with the provisions of the Premiere Select IRA Custodial Agreement. 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, the distribution options and the tax treatment of such distributions may be more restrictive. Please refer to Article VIII of your Custodial Agreement (“Designation of Beneficiary”) for more information.

Role of Your Broker.

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

Investment of Account.

The assets in your Account will be invested in accordance with directions communicated from you (or your Authorized Agent, or, after your death, the Beneficiary) or your Broker directly, or through your Employer. You should read any publicly available information (e.g., prospectuses, annual reports) 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 your Authorized Agent), or if the instructions received are, in the opinion of the Custodian, unclear, or may result in an erroneous transaction you (or your Authorized Agent) or your Employer may be requested to provide investment instructions or other instructions. In the absence of such instructions or information, all or part of your contribution may 1) be returned to you, 2) be invested in Money Market Shares, which strive to maintain a stable \$1 per share balance, 3) be returned to your Employer, or 4) remain uninvested pending instructions or information from you (or your Authorized Agent). No part of your SIMPLE IRA 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 Funding Vehicles or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected. 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.

Eligibility.

Employees and self-employed individuals who satisfy the eligibility requirements under the Employer’s SIMPLE Plan are eligible to have contributions under such plan made to a SIMPLE IRA. All employees of the Employer who received at least \$5,000 in compensation from the Employer during any two (2) preceding calendar years and who are reasonably expected to receive at least \$5,000 in compensation for the current year must be eligible to participate in the Employer’s SIMPLE Plan for the calendar year. An Employer may impose less restrictive requirements for participation, but may not impose any additional requirements for participation in the SIMPLE Plan. Employees and self-employed individuals who participate in a SIMPLE Plan by making salary reduction contributions or by receiving an Employer matching or nonelective contribution are still eligible to contribute to a Traditional IRA or a Roth IRA, but for purposes of making a deductible IRA contribution, will be considered an active participant in an employer sponsored retirement plan.

Contributions.

General. Only contributions made pursuant to a SIMPLE Plan (other than rollover contributions described below) can be made to a SIMPLE IRA, and the SIMPLE IRA cannot accept any other type of contributions. Contributions (other than rollover contributions described below) must be made in “cash” and not in “kind.” Therefore, securities or other assets already owned cannot be contributed to a SIMPLE IRA but must be converted to cash and then contributed. No part of your contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund.

Types of Contributions:

Salary Reduction Contributions. If you are eligible to participate in your Employer’s SIMPLE Plan you are permitted to make salary reduction contributions if you elect to do so by entering into a salary reduction agreement with your Employer. A salary reduction contribution is generally expressed as a percentage of compensation or a specific dollar amount that you elect to have contributed to your SIMPLE IRA instead of receiving that amount in cash. Salary reduction contributions cannot exceed the maximum amount

allowed under current law. You can stop salary reduction contributions at any time during the year by notifying your Employer. You must generally wait until the Election Period, as described below, to resume or modify a salary reduction agreement, but your Employer will notify you of other times when you may resume or modify a salary reduction agreement.

Catch-Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you are eligible to make a “catch-up” contribution to your Premiere Select SIMPLE IRA in addition to your salary reduction contributions. Catch up contributions are subject to the annual contribution limits explained below. 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.

Annual SIMPLE IRA Salary Reduction and Catch-up Contribution Limits

The maximum annual contribution limits for SIMPLE IRA contributions for the following tax years are:

Tax Years	Annual SIMPLE IRA Contribution Limit	Annual SIMPLE IRA Catch-Up Contribution for Participants at Least Age 50	Maximum Annual SIMPLE IRA Contribution Limit for Participants at Least Age 50 (including Catch-Up)
2004	\$9,000	\$1,500	\$10,500
2005	\$10,000	\$2,000	\$12,000
2006	\$10,000	\$2,500	\$12,500
2007	\$10,500	\$2,500	\$13,000
2008	\$10,500*	\$2,500**	\$13,000

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

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

Employer Matching Contributions. If you are eligible to participate in your Employer’s SIMPLE Plan your Employer is generally required to make a matching contribution on your behalf in an amount equal to your salary reduction contributions, up to 3% of your compensation, for the applicable calendar year. The Employer can elect to reduce this matching contribution to no less than 1% of your compensation, provided the Employer notifies you of this reduced limit within a reasonable period of time before the Election Period for the Plan Year the reduction is effective, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the year for which the election is effective. The maximum Employer matching contribution cannot exceed the maximum amount allowed under current law as adjusted by the Internal Revenue Service for increases in the cost of living.

Employer Nonelective Contributions. If you are eligible to participate in your Employer’s SIMPLE Plan your Employer may make a nonelective contribution equal to 2% of your compensation, without regard to whether you elected to make salary reduction contributions for the applicable calendar year. This contribution would be made instead of any matching contribution by your Employer. Your Employer must notify you that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period for the applicable Plan Year.

Rollover Contributions. You may roll over contributions from other SIMPLE IRAs which consist of cash, and the Custodian may, but shall not be obligated to, accept all or any part of any other rollover contribution from a SIMPLE IRA to your Premiere Select SIMPLE IRA. You must designate each proposed rollover contribution as such to the Custodian, and such contribution must qualify as a rollover contribution within the meaning of Section 408(d)(3) of the Code. After the Two-Year Period, you may roll over distributions from your Account to another SIMPLE IRA, IRA, other than a SIMPLE IRA, or to certain employer sponsored retirement plans that accept such rollovers. You should seek competent tax advice regarding all rollover contributions.

Timing of Contributions. Salary reduction contributions are made prospectively on a calendar year basis. Your Employer must deposit your salary reduction contributions to your SIMPLE IRA as soon as they can reasonably be segregated from the Employer’s general assets, but in no event later than 30 days following the last day of the month that your salary reduction contributions would otherwise have been paid to you in cash. Your Employer’s matching or nonelective contributions must be deposited to your SIMPLE IRA by your Employer’s income tax filing deadline including extensions for the year for which the contributions are being made. So long as you are still employed and are receiving Compensation from your Employer, you can continue to participate in your Employer’s SIMPLE Plan beyond age 70½ if you continue to meet the eligibility requirements under the SIMPLE Plan.

Excess Contributions. Contributions (including an improper rollover or a salary reduction contribution) to your SIMPLE IRA which exceed the maximum allowable per tax year are considered excess contributions. An excise tax of 6% of the excess amount will be incurred for each calendar year in which the excess contribution remains in your SIMPLE IRA. You may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, from the SIMPLE IRA by providing a request to the Custodian in a form and manner acceptable to the Custodian on or before the due date, including extensions, for filing your federal income tax return for the year in which you made the excess contribution. Alternatively, your Employer may correct excess or erroneous contributions made on your behalf by providing the Custodian a request in a form and manner acceptable to the Custodian requesting that the Custodian return the excess or erroneous contribution. Such request shall be deemed to be your instruction to the Custodian to correct the excess or erroneous contribution by withdrawing the excess or erroneous contribution and its earnings from your SIMPLE IRA.

The amount of the excess contribution withdrawn will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings on such excess contribution which are withdrawn will be taxed as ordinary income to you for the year in which the distribution was made. In addition, income earned on such excess contribution may be subject to a 10% premature distribution penalty. This non-deductible penalty may be increased to 25% if the distribution occurs within a two-year period beginning on the date that you first received contributions in your SIMPLE IRA under the SIMPLE Plan maintained by your Employer (the “two-year period”). Excess contributions attributable to salary reduction contributions are includible in your gross income in the calendar year of deferral. If you withdraw the excess contribution attributable to salary reduction contributions on or before April 15 following the calendar year to which the contribution relates, the allocable income is not subject to the 10% premature distribution penalty.

The 6% penalty tax will be imposed on excess contributions for each year the excess contribution remains in the SIMPLE IRA. It is your responsibility to see that excess contributions are corrected in a timely and proper manner.

Note: The IRS has not released the rules regarding excess or erroneous contributions to SIMPLE IRAs. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under Section 408(p) of the Code. You are encouraged to seek competent tax advice from your tax advisor or tax lawyer before correcting excess or erroneous contributions.

Tax credit for IRA contributions. You may be able to receive a tax credit for your contribution to your SIMPLE IRA. The maximum annual contribution amount eligible for the credit is \$2,000. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below. The limits below are for contributions made for the 2008 tax year. The AGI limits which determine eligibility to receive the tax credit will be subject to cost of living adjustments (COLA).

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers (AGI)	Credit Rate	Maximum Credit
\$0-\$32,000	\$0-\$24,000	\$0-\$16,000	50%	\$1,000
\$32,001-\$34,500	\$24,001-\$25,875	\$16,001-\$17,250	20%	\$400
\$34,501-\$53,000	\$25,876-\$39,750	\$17,251-\$26,500	10%	\$200
Over \$53,000	Over \$39,750	Over \$26,500	0%	\$0

Distributions.

General. Distributions from the SIMPLE IRA will be made only upon your request (or with prior consent of the Custodian, the request of your 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. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from your Account will be included in your gross income for federal income tax purposes for the year in which the distribution is made. If permitted by the Custodian, you may be eligible to request that certain distributions be made through the telephone redemption, SIMPLE IRA checkwriting service, or in another form or manner acceptable to the Custodian.

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

- * **Premature Distributions.** Distributions from your SIMPLE IRA made before you reach age 59½ will be subject to a 10% non-deductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another SIMPLE IRA (or, after the “two-year period”, a Traditional IRA) that is eligible to receive such rollover, or the distribution is made on account of your death or disability. Exceptions to

the 10% early withdrawal penalty may also be available to SIMPLE IRA owners if certain requirements are satisfied including if the distribution is: part of a series of substantially equal periodic payments made not less frequently than annually over your life or life expectancy, or the joint life expectancies of you and your Beneficiary,

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

To the extent a premature penalty applies to any distribution taken from your SIMPLE IRA, this non-deductible penalty tax will be increased to 25% if the distribution occurs within “the two-year period” described above. The Custodian is permitted to rely on its own records in determining whether a distribution from your SIMPLE IRA is subject to the 25% penalty applicable to a distribution. If you established your Premiere Select SIMPLE IRA with a rollover or transfer from another SIMPLE IRA, the Custodian may, but is not required to, confirm the date contributions were first deposited to your SIMPLE IRA from a previous account statement or other information the Custodian may deem necessary to confirm the date contributions were first made to your SIMPLE IRA. You should consult with your tax advisor to see if an exception to this penalty applies before requesting any distribution prior to age 59½.

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 Sections 408(a)(6) 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 70½. 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 (“Distributions From Your Account”) 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 entity beneficiaries. 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.

Rollover Treatment. Distributions from your SIMPLE IRA representing all or any part of the assets in your SIMPLE IRA are also eligible for rollover treatment to another SIMPLE IRA. You may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into another SIMPLE IRA, and maintain the tax-deferred status of these assets. Provided “the two-year period” has elapsed, you may also roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into an IRA or individual retirement annuity, or another employer sponsored plan that accepts such rollovers and maintain the tax-deferred status of these assets. A 60-day rollover can be made from a SIMPLE IRA only 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 a SIMPLE IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the “once-every-twelve-months” rule mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you should speak to a competent tax advisor before initiating a rollover.

Conversion of Distributions From the Account. After the expiration of the two-year period beginning on the date you first received contributions under the SIMPLE IRA plan maintained by your employer you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA (“Conversion Amount(s)”), if your AGI (single or joint) is \$100,000 or less for a taxable year. Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. If you have reached age 70½ you must satisfy your minimum required distribution with respect to your SIMPLE IRA prior to making a conversion contribution for such year. Any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable

regulations for the year of the conversion cannot be converted to a Roth IRA. For taxable years beginning before January 1, 2005, you are required to include the amount of your minimum required distribution in your AGI when determining if your AGI is \$100,000 or less. 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.

Recharacterization of Converted Amounts.

You may elect, in a form and manner acceptable to the Custodian, to transfer (“recharacterize”) via a trustee-to-trustee transfer, any amounts converted to a Roth IRA to be held in the Account under this Agreement. Recharacterizations must be completed by your deadline (generally April 15) including extensions for filing your federal income tax return for the year for which the conversion contribution to the Roth IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to your SIMPLE IRA. The amount(s) that is recharacterized is treated as having been originally contributed to your SIMPLE IRA on the same date and for the same taxable year that the amount was contributed to your Roth IRA.

For tax years beginning on or after January 1, 2000, 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 you complete a recharacterization back to the original IRA. Beginning January 1, 2000, and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a “failed conversion.” You should consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

MISCELLANEOUS

Use of a Designated Financial Institution.

You are free to establish your SIMPLE IRA with the custodian or trustee of your choice, unless the Custodian permits and your Employer chooses a designated financial institution for the SIMPLE Plan and requires all SIMPLE contributions to be made to SIMPLE IRAs with a particular financial institution. In order for your Employer to use a designated financial institution, the Employer and that particular financial institution must agree that the financial institution will be a designated financial institution. In doing so, the financial institution must also agree that your SIMPLE IRA contributions will be transferred to another SIMPLE IRA (or, after “the two-year period,” to any other IRA) without cost or penalty to you, including liquidation fees, transaction fees, commissions, and sales charges. If the Custodian has agreed to be a designated financial institution for an Employer’s SIMPLE plan, each participant in the Employer’s plan will be given written procedures for requesting transfers without costs or penalties.

Other Considerations With Regard to Your 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 IRA 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 Section 408(d)(6) of the Code is received and accepted by the Custodian. The Custodian may in its discretion require other direction from you and the recipient of any portion of your SIMPLE IRA.

Fees and Expenses.

Fees and other expenses of maintaining and terminating your Premiere Select SIMPLE IRA Account are described in the Account Application or in another form acceptable to the Custodian and which accompanies this Agreement and may be changed from time to time, as provided in the Custodial Agreement. Your Broker may charge fees in addition to those fees described in the Premiere Select SIMPLE IRA Statement of Fees 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 to deduct such fees from your SIMPLE IRA. The SIMPLE IRA Custodian is not a party to any additional fees that may be charged by your Broker. You should consult your Broker with any questions you may have with regard to any fees that may be charged by your Broker.

Prohibited Transactions.

If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange or leasing of any property between you and your SIMPLE IRA) occurs during the existence of your SIMPLE IRA, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. This “distribution” will be subject to ordinary income tax to the extent taxable and, if you were under age 59½ at the time, this distribution may be subject to the 10% penalty tax on premature distributions. If you have not participated in the SIMPLE Plan for the “two-year period” at the time of this deemed distribution, this penalty tax will be increased to 25%.

If you or a Beneficiary use or pledge all or any part of your SIMPLE IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as ordinary income to the extent taxable and subject to the 10% penalty during the year in which you make such a pledge. If the “two-year period” beginning on the date that contributions were first deposited to your SIMPLE IRA has not elapsed at the time of this deemed distribution, this penalty tax will be increased to 25%.

Other Tax Considerations No Special Tax Treatment.

No distribution to you or to 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 such distribution as ordinary income. There are no special averaging rules applicable to distributions from your account.

Gift Tax.

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

Tax Withholding.

Federal income tax will be withheld from distributions you receive from a SIMPLE IRA unless you elect not to have tax withheld. However, if SIMPLE 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 not a U.S. citizen or U.S. person (including a resident alien individual). This tax will also be mandatory if you do not provide 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 a rate of 10% unless a higher rate is elected by you or if non-resident alien withholding applies. In addition, state income taxes may be withheld from your SIMPLE IRA distributions, if applicable depending on the state of residence indicated in your legal address of record for your SIMPLE IRA.

Reporting for Tax Purposes.

Contributions to your SIMPLE IRA cannot be deducted by you on your federal tax Form 1040 or 1040A for the taxable year contributed unless you are self-employed and are making such contributions in connection with a SIMPLE Plan that you sponsor as an Employer. Other reporting will be required by you in the event that special taxes or penalties are due. You must also file Treasury Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE IRA. You must report contributions and distributions on such forms as the IRS may require.

IRS Approval.

The form of your Savings Incentive Match Plan for Employees Individual Retirement Account is the model government form provided by the IRS known as Form 5305-SA. For more information on SIMPLE IRAs, refer to IRS Publication 590, Individual Retirement Arrangements (IRAs) or IRS Publication 560, Retirement Plans for the Self-Employed as transactions done incorrectly may result in adverse tax consequences.

**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.”

Internal Revenue Service

Department of the Treasury

Prototype SIMPLE IRA Plan 003

FFN: 50918740000-003 Case: 200200921 EIN: 04-2033129

Letter Serial No: K910891b

Washington, DC 20224

D

FIDELITY MANAGEMENT & RESEARCH CO

82 DEVONSHIRE STREET

BOSTON, MA 02109

Contact Person:

Ms. Arrington 50-00197

Telephone Number:

(202) 283-8811

In Reference to:

T:EP:RA:T3

Date:

10/15/2002

Dear Applicant:

In our opinion, the amendment to the form of your Savings Incentive Match Plan for Employees of Small Employers (SIMPLE IRA Plan) does not adversely affect its acceptability under section 408(p) of the Internal Revenue Code. This SIMPLE IRA Plan is approved for use only in conjunction with one or more SIMPLE Individual Retirement Arrangements (SIMPLE IRAs), each of which meets the requirements of Code section 408(p) and has received a favorable opinion letter, or is a model SIMPLE IRA (Form 5305-S or 5305-SA).

An employer that adopts this approved prototype will be considered to have a SIMPLE IRA Plan that satisfies the requirements of Code section 408(p) provided that the terms of the plan are followed and that it is used in conjunction with one or more approved SIMPLE IRAs. Please provide a copy of this letter to each adopting employer.

Code section 408(1)(2) requires an employer that adopts a SIMPLE IRA Plan to provide to employees certain information about the SIMPLE IRA Plan.

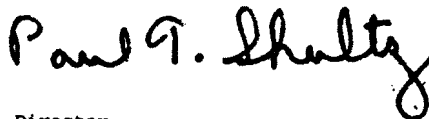
Your prototype may have to be amended to include or revise provisions to comply with future changes in the law or regulations.

If you, the sponsoring organization, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsoring organization. Individual participants and/or adopting employers with questions concerning the plan should contact the sponsoring organization. The sponsoring organization must provide its address and telephone number for inquiries by individual participants and adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the File Folder Number (FFN) shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us in writing if you modify or discontinue sponsorship of this prototype plan.

Sincerely yours,



Director

Employee Plans Rulings & Agreements

ACCOUNT NUMBER

Optional Feature – E-Notification

Complete this form if you want to initiate enrollment in this optional feature

Paper delivery of account statements, trade confirmations, and other eligible letters can be suppressed and a reminder delivered to you electronically when they are ready to be viewed online. Submitting this form indicates your interest in this optional feature. A follow-up e-mail will be sent to you with instructions on how to complete the enrollment process on-line. Once you are enrolled, you will receive electronic notification each time these documents are available on-line, and you will no longer receive paper documents via U.S. mail.

To indicate interest in the feature, please sign and date below and submit this form with your account application to your investment representative.

The primary account holder's e-mail address, provided on your account application, will be used for this feature.

X

ACCOUNT HOLDER SIGNATURE

DATE *mm/dd/yyyy*

ACCOUNT HOLDER NAME (PLEASE PRINT)