

Adoption Agreement

Use this Adoption Agreement to adopt or amend your SIMPLE IRA Plan. The enclosed Plan Agreement and any elections you make in this Adoption Agreement shall constitute your SIMPLE IRA Plan. To establish your SIMPLE IRA Plan, complete and sign this Adoption Agreement.

For help completing this Adoption Agreement, call the ADP SIMPLE IRA help desk at 1-800-664-5446.

Complete all sections.

You and each of your Eligible Employees must establish a Fidelity Advisor – SIMPLE IRA to accept SIMPLE IRA contributions under this Plan. In the event a section that indicates an elective feature of the Plan is left blank and you elect “adopts” in Section 6, the default provision for your Plan, if any, will be as indicated in each respective Section of this Adoption Agreement. In the event a Section that indicates an elective feature of the Plan is left blank and you elect “amends” in Section 6, the default provision for your Plan will be the provision that appears on the most recent Adoption Agreement on file with the Custodian.

1. Employer Information

Name of Employer <i>i.e., Company Name</i>			
Business Address			Suite
City		State	Zip Code/Postal Code
Daytime Phone	TIN	Plan Effective Date <i>MM DD YYYY</i>	

Note: Plan Notice must be provided to each Eligible Employee on or before the Plan Effective Date.

If this is the first year for which you are adopting any SIMPLE 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 plan is adopted, this requirement does not apply if the Employer adopts the SIMPLE Plan as soon as administratively feasible after the business is established. If the Employer (or any predecessor Employer) previously terminated a SIMPLE plan and is adopting a new SIMPLE Plan, the Plan Effective Date must be January 1 of the applicable year.

2. Eligibility Requirements

Note: Although union employees and nonresident alien employees are to be counted for purposes of the 100-Employee Limit, such employees are excluded from participation in the SIMPLE IRA Plan.

All Employees will immediately be able to participate under your Plan unless you limit eligibility by completing both section (i) and (ii) in Item B below.

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

- 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.
- OR**
- 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/or 2(B)(ii) below, the default will be \$5,000 in compensation for two prior calendar years and the current year.
- (i) **Current Compensation.** Employees who are reasonably expected to receive at least \$_____ in Compensation (*not to exceed \$5,000*) for the calendar year;
- AND**
- (ii) **Prior Compensation.** Employees who have received at least \$_____ in Compensation (*not to exceed \$5,000*) during any _____ (*insert "0," "1" or "2"*) prior calendar years (may not be required to be consecutive).

3. Employee Elective Deferrals

Complete both Sections (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 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. An Employer can elect (by indicating in Section (A) below) when such Elective Deferrals can resume and (in Section (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.
- 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.
- Quarterly, on the first day of the next quarter.
- Only during the Election Period.

4. Employer Matching and Nonelective Contributions

All Employers MUST designate how the required Employer Matching Contributions or Nonelective Contributions to the Plan will be made by completing either Section (A) or (B) below.

Unless a lesser percentage is indicated in A or B below, you will be required to make Matching Contributions (for each employee making Elective Deferrals) on a dollar-for-dollar basis of 3% of an Employee's Compensation (not to exceed the Applicable Limit).

- A. Employer Matching Contributions.** 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
. %

Note: With respect to Matching Contributions, if the Employer elects to reduce the 3% Matching Contributions 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.

OR

- B. Nonelective 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 \$200,000 for 2002) for each Eligible Employee, regardless of whether the Eligible Employee elects to make Elective Deferrals to the Plan.

5. Selection of a Designated Financial Institution

The Employer hereby selects Fidelity Management Trust Company ("FMTC") as the Designated Financial Institution ("DFI") of this SIMPLE IRA Plan. All Eligible Employees will be required to establish a SIMPLE IRA with Fidelity Investments Institutional Operations Company, Inc. ("FIIOC"), as agent for FMTC, to receive contributions made to this Plan. Employee Enrollment Kits will include information regarding an Employee's right to transfer his or her SIMPLE IRA contributions to a SIMPLE IRA at another financial institution without "cost or penalty."

6. Employer Signature

By signing below, the Employer named below hereby:

Check one, and
insert date if applicable.

adopts

OR

amends

Effective Date MM DD YYYY			

the SIMPLE IRA Plan under Section 408(p) of the Internal Revenue Code, the terms of which shall be governed by the Fidelity Advisor – SIMPLE IRA Plan Presented by ADP and Fidelity Investments 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, neither Fidelity Distributors Corporation nor any mutual fund in which this SIMPLE IRA Plan may invest its assets is a bank, and mutual fund shares are not backed or guaranteed by any bank or insured by the Federal Deposit Insurance Corporation ("FDIC"). The Employer hereby authorizes FMTC (or its agents or successors) to accept direction with respect to this Plan from the contact person named and authorized below and ADP, as indicated in Section 7 below.

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.**

Name of Employer i.e., Company Name	
Print Name of Person Authorized to Sign on Behalf of Company	
Signature of Authorized Person	Date MM DD YYYY
SIGN ▶	▶

Fidelity Management and 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 the Plan.

You may contact Fidelity Management and Research Company with respect to this Plan at:

Fidelity Management and Research Company
Attention: ADP SIMPLE IRA Plan
82 Devonshire St.
Boston, MA 02109

7. ADP

ADP Broker-Dealer, Inc.
37693
1 ADP Boulevard
Roseland, NJ 07068

Section below to be completed by ADP:

Plan Number
8
Employer Master Account Number

ADP hereby accepts its appointment as agent for the Employer designated above for such purposes as more fully described in the Fidelity Advisor – SIMPLE IRA Plan Presented by ADP and Fidelity Investments Plan Agreement.

Authorized ADP Signature	Title	Date MM DD YYYY
SIGN ▶		▶

Please keep a copy of this form for your records.

The Fidelity Advisor – SIMPLE IRA Plan Presented by ADP and Fidelity Investments 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.