

Adoption Agreement

Use this Adoption Agreement to adopt or amend the Fidelity SIMPLE-IRA Plan. The Fidelity SIMPLE-IRA Plan Agreement and any elections you make in this Adoption Agreement shall constitute your Fidelity SIMPLE-IRA Plan. You and each of your Eligible Employees must also establish a SIMPLE-IRA to accept SIMPLE contributions under this Plan. For help completing this Adoption Agreement, call us at **1-800-544-5373**. To establish your Fidelity SIMPLE-IRA Plan, please complete this Adoption Agreement and return it with the Company Profile Form in the enclosed envelope, or mail them to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0038.

In the event a section that indicates an elective feature of the Plan is left blank, the default provision for your Plan will be as indicated in each respective section of this Adoption Agreement.

1 EMPLOYER INFORMATION

Name of Employer (i.e., Company Name) _____

Mailing Address _____

City _____ State _____ ZIP _____

Name of Contact Person _____
(_____)

Daytime Telephone _____

Tax Identification Number _____

Plan Effective Date (mm/dd/yyyy) _____

Note: Plan Notice (including the Summary Description) 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-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 Plan as soon as administratively feasible after the business is established. If the Employer (or any predecessor Employer) terminated a SIMPLE 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 Plan Effective Date shall be the prototype sponsor's first business day of the applicable calendar year or the date Plan Notice is provided to each Eligible Employee, if later.

2 ELIGIBILITY REQUIREMENTS

If you are establishing a new plan, all Employees will be able to participate under your Plan immediately unless you limit eligibility by completing both Sections 2(B)(i) and (ii) below.

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.

The Employer shall permit all Employees who meet the following eligibility requirements to participate under the Fidelity 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 B is elected, and you do not complete Sections 2(B)(i) and (ii) below, the defaults 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 3(A) and 3(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 specific dollar amount of his or her Compensation, which will result in the deferral of not 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 Section 3(A) below when such salary reduction contributions can resume, and in Section 3(B) below when modifications to a Salary Reduction Agreement can occur.

A. Indicate here when salary reduction contributions can resume.

Note: If you are establishing a new Plan and no option is checked, Employees can resume Elective Deferrals the first day of the next month. 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. Indicate here when modifications to a Salary Reduction Agreement can occur.

Note: If you are establishing a new Plan and no option is checked, Employees can modify a Salary Reduction Agreement effective monthly, on the first day of the next month. 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.

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FOLD AT PERFORATION AND DETACH

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 Section 4(A) or 4(B) below.

Unless a lesser percentage is indicated in Section 4(A) 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.

- A. Employer Matching Contributions:** For each Plan Year and subject to the terms of Section 4.3 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 not more than 3% of the Employee's Compensation, or the Applicable Limit: _____%.

Note: With respect to Matching Contributions, if the Employer elects to reduce the 3% Matching Contribution limit in 4(A) 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. 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 \$245,000 for 2011 and \$250,000 for 2012) for each Eligible Employee, regardless of whether the Eligible Employee elects to make Elective Deferrals to the Plan.

Please refer to Section 2.2 of the Plan Agreement for the definition of "Applicable Limit."

5 SIGNATURE

By signing below, the Employer named below hereby (check one):

Adopts

OR

Amends

Amendment Effective Date: _____
(mm/dd/yyyy)

Note: Amendments that impact 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.

By signing below, the Employer named below hereby adopts the Fidelity SIMPLE-IRA Plan under Section 408(p) of the Internal Revenue Code, the terms of which shall be governed by the Fidelity 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 in each 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 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 above.

Name of Employer (i.e., Company Name)

Name of Person Authorized to Sign on Behalf of Company (Please Print)

SIGNATURE OF AUTHORIZED PERSON

DATE

X

(Please keep a copy of this form and the Company Profile Form for your records.)

The Fidelity SIMPLE-IRA Plan Agreement and Adoption Agreement have been approved 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, or its agent will inform you of all amendments made to the Plan, or if it ever discontinues or abandons the Plan. You may contact Fidelity Investments with respect to this Plan at 1-800-544-5373.

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