

NOTICE TO PERSON EXECUTING THIS DURABLE POWER OF ATTORNEY FORM:

A Durable Power of Attorney is an important legal document. By signing this Durable Power of Attorney form, you are authorizing another person, the "Attorney-in-Fact," to act for you, the "Principal." Before you sign this Durable Power of Attorney, you should know these important facts:

- Upon receipt by Fidelity of this completed and signed document, your Attorney-in-Fact may act only on your 529 College Investing Plan account(s).
- This document provides your agent the powers to manage, dispose of, sell, and convey 529 College Investing Plan property.
- Your agent may have the right to receive reasonable payment from you for services provided under this Durable Power of Attorney unless you provide otherwise.
- The powers you give your agent with this form will continue to exist for the life of the 529 College Investing Plan account(s) unless you otherwise terminate the Durable Power of Attorney. The powers you give your agent in this Durable Power of Attorney will continue to exist even if you become incompetent and can no longer make decisions respecting the management of the 529 College Investing Plan account. The powers given end upon adequate notice to Fidelity of revocation of the powers or your death.
- You can amend or change this Durable Power of Attorney only by executing and submitting to Fidelity a new written Durable Power of Attorney. You have the right to revoke or terminate this Durable Power of Attorney at any time, so long as you are competent, by submitting a written letter of instruction to Fidelity.
- This Durable Power of Attorney must be signed, dated, and must be acknowledged before a notary public. Residents of certain states may be required to take additional steps. Please ensure you have complied with the requirements of your particular state.
- When effective, this Durable Power of Attorney will give your agent the right to deal with the assets in the 529 College Investing Plan account(s) listed on the next page of this form that you now have or assets you might acquire in the future. This Durable Power of Attorney is important to you. If you do not understand this Durable Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.
- You are responsible for ensuring compliance with all of your state's execution requirements. Fidelity assumes no responsibility to verify the correct execution of this document.

GOVERNMENT ID (FOREIGN CITIZENS ONLY) Identification document must have a reference number and photo. Please attach a photocopy.

Place of birth _____
City State/Province Country

Immigration status: Permanent resident Non-permanent resident Non-resident

Check which type of document you are providing: U.S. driver's license INS permanent resident alien card

Passport with U.S. visa Employment Authorization Document (EAD)

Passport without U.S. visa*

Foreign national identity document*

*Bank name required

*Account number required

*Bank address required

*Phone number required

Document number and country of issuance _____ (Number
from the document checked above)

Employer _____ Occupation _____

Employer Address _____
Street City State Zip

Powers that you give to your Attorney-in-Fact

I grant the following powers to my Attorney-in-Fact to:

- Inquire in, trade, buy, sell, exchange or otherwise acquire or dispose of Portfolios, for and at the risk of the Account(s) on your books identified on this form. Fact kit contains complete details.
- Withdraw cash from my Account(s), regardless of the tax consequences of such a distribution. Such disbursements may be made to me or to any third party, including the Attorney-in-Fact.
- Initiate beneficiary changes or other transfers of assets between and among the Account(s).
- Instruct Fidelity to distribute or transfer to me, to the Attorney-in-Fact, or to a successor custodian or trustee any and all cash held in my Account(s) regardless of the tax consequences of any such distribution or transfer.
- Receive statements in any form.
- Establish, modify, amend, revoke, or terminate any Account listed on this form maintained or to be maintained for my benefit, in whole or part.
- Exercise tax elections available to me under federal, state, local, or foreign tax law related to existing Fidelity managed 529 Plan Accounts or Fidelity managed 529 Plan Account(s) my Attorney-in-Fact may open, to the extent permitted by the applicable taxing authority.
- Change my mailing or legal address.

1b. The Attorney-in-Fact may trade in and view your Account(s) at Fidelity.com. Check the following if you wish to have copies of your trade confirmations or periodic account statements sent to your Attorney-in-Fact by mail.

Duplicate confirmations Duplicate statements **Check here if you would like to replace all existing Attorney-in-Fact(s) on the Fidelity managed 529 Plan Account(s) identified above with the authorized agent indicated in section 1a.**

1c. To allow your Attorney-in-Fact to designate a Successor Participant on your Fidelity managed 529 Plan Accounts, you must **initial** one of the following options, otherwise, your Attorney-in-Fact will not have the authority to designate a Successor Participant:

____ **Successor Participant Designations**

to designate a Successor Participant, or change existing Successor Participant designations, in accordance with the procedures outlined in the applicable Account agreement(s) governing my 529 Plan Accounts managed by Fidelity with the exception of not allowing Successor Participant designations in the name of the Attorney-in-Fact.

____ **Successor Participant Designations including power to designate the Attorney-in-Fact as my Successor Participant**

to designate a Successor Participant, or change existing a Successor Participant designations, in accordance with the procedures outlined in the applicable Account agreement(s) governing my 529 Plan Accounts managed by Fidelity including the power to designate the Attorney-in-Fact as the Successor Participant on my Fidelity managed 529 Plan Account(s).

Terms and Conditions Applicable to All Participants

If I have appointed two or more Attorneys-in-Fact, I hereby authorize each of them to act alone (severally) and without the consent of any other Attorney-in-Fact, with respect to each power granted above. In addition, I acknowledge that Fidelity has the right to restrict my Fidelity managed 529 Plan Accounts from further activity in the event my Attorneys-in-Fact enter conflicting or inconsistent instructions. I understand that my Fidelity managed 529 Plan Accounts may remain restricted until written instructions are received from me, the Principal, or until joint written instructions are submitted by all of my Attorneys-in-Fact, or until receipt of a court order instructing Fidelity how to proceed.

Fidelity is authorized and empowered to follow the instructions of my Attorney-in-Fact with respect to all of the powers set forth above and all additional optional powers initialed by me on this form with respect to the 529 Plan Accounts managed by Fidelity, provided such instructions and transactions are permissible under the terms of my applicable 529 Plan Account agreement(s) managed by Fidelity; and I hereby ratify and confirm any and all transactions, trades, or dealings effected in and for Fidelity managed 529 Plan Account(s) by my Attorney-in-Fact, and agree to indemnify Fidelity, its affiliates, successors, assigns, control persons, officers, directors, agents and employees, and hold them free and harmless from any and all losses, liabilities, claims, and costs (including reasonable attorney fees) by reason of any such transaction, trade, or dealing; or by reason of any other matter or thing done by Fidelity, its affiliates, successors, assigns, control persons, officers, directors, agents and employees, in and for Fidelity managed 529 Plan Account(s) pursuant to instructions received from my Attorney-in-Fact. I understand that Fidelity has no duty to and will not supervise or monitor any acts of my Attorney-in-Fact on Fidelity managed 529 Plan Account(s).

1 CUSTOMER AUTHORIZATION continued

This POA, authorization, and indemnity is in addition to (and in no way limits or restricts) any and all rights which Fidelity may have under any other agreement or agreements between Fidelity and me, and shall inure and continue in favor of Fidelity, its successors (by merger, consolidation, or otherwise) and assigns.

This POA, authorization, and indemnity shall not be affected by my subsequent disability, incompetence or incapacity, or by any lapse of time. Fidelity, its affiliates, successors and assigns, shall be indemnified in relying upon this POA, until Fidelity receives written notice of revocation, signed by me; or, in the event of the termination by my death. The receipt of notice of revocation or termination shall in no way affect the validity of this POA as to my liability or my Attorney-in-Fact's liability under the indemnity herein contained, with reference to any transaction initiated by my Attorney-in-Fact, prior to the actual receipt by Fidelity of notice of such revocation or termination.

To induce any transfer agent or other third party (collectively, "Third Parties") to act, I hereby agree that any Third Parties receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to Third Parties, unless and until actual notice of such revocation or termination shall have been received by such Third Parties, and I, for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such Third Parties from and against any and all claims that may arise against such Third Parties by reason of such Third Parties having relied on this POA.

I have read carefully the Notice to Person Executing this Power of Attorney form and the provisions of this POA and understand that it authorizes my Attorney-in-Fact to exercise all rights and powers set forth and all rights and powers indicated and initialed above with respect to my Fidelity managed 529 Plan Accounts, and I understand that anything my Attorney-in-Fact may do in the exercise of such rights and powers is fully binding upon me. I understand that this document may permit my Attorney-in-Fact to receive compensation for services performed and that Fidelity will not be responsible for this compensation or for monitoring the acts of the Attorney-in-Fact in this or any other regard.

The laws of the Commonwealth of Massachusetts shall apply to this document, except with respect to their conflict of laws provisions.

I understand that Fidelity has not provided any advice that this POA satisfies the requirements under the laws of the state in which I reside, and if there is anything about this POA that I do not understand, I should consult with my own attorney for an explanation.

NOTE: If the Participant's (Account Owner's) state of residence changes after executing this POA, the Account Owner should consult with his or her attorney to determine if re-execution of the form is required.

This is an important legal document. Before executing this Durable Power of Attorney know these important facts:

1. This Durable Power of Attorney becomes effective upon your signature of this form.
2. Since this is a Durable Power of Attorney, your Attorney-in-Fact's authority will continue notwithstanding your subsequent mental disability or incapacity.
3. You have the right to revoke or terminate this Durable Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of written notice by Fidelity from you.
4. If you have initialed in section 1c of this Durable Power of Attorney Form, you have given your agent and Attorney-in-Fact the authority to choose who will administer the assets in your Account(s) at your death.
5. If there is anything about this Durable Power of Attorney you do not understand, you should consult with your own attorney. Fidelity does not provide legal advice.

2 SIGNATURE OF PARTICIPANT

SIGNATURE OF PARTICIPANT	DATE
<input type="text" value="X"/>	<input type="text"/>

Signature of Witnesses (check your state's requirements to determine if, and how many, witnesses are necessary):

WITNESS	DATE
<input type="text" value="X"/>	<input type="text"/>

WITNESS	DATE
<input type="text" value="X"/>	<input type="text"/>

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of _____, in the County of _____

Subscribed and sworn to before me by the above-named Participant who is personally known to me or who has produced (type of identification) _____ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on (date) / / .

NOTARY PUBLIC	DATE
<input type="text"/>	<input type="text"/>

SEAL
<input type="text"/>

My Commission Expires / / .

3 AFFIDAVIT AND INDEMNIFICATION

I, the above-named Attorney-in-Fact, being duly sworn, depose and state that this Durable Power of Attorney (POA) is in full force and effect, and to the best of my knowledge, I affirm and state that:

- 1. I am the Attorney-in-Fact named in this POA executed on / / by ("Participant") _____; and
- 2. The Participant is not deceased, and has not revoked, partially, or completely terminated, or suspended this POA; and
- 3. A petition to determine the incapacity or to appoint a guardian for the Participant is not pending; and
- 4. I agree not to exercise any powers granted to me by this POA if I know or have reason to know that it has been revoked, partially or completely terminated, suspended, or is no longer valid due to any reason whatsoever; including without limitation, death of the Participant or revocation by operation of law; and
- 5. I agree not to give, transmit, convey, or issue any instructions concerning the above referenced account(s) that I know, or believe are in non-compliance with, or in violation of this POA; and
- 6. For the purpose of inducing Fidelity to act upon my instructions, I do fully indemnify and hold harmless Fidelity and their affiliates, successors, assigns, control persons, officers, directors, agents, and employees from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys' fees) resulting from transactions made in accordance with my instructions; and
- 7. This POA will remain in full force and effect until such time as written notification of termination or significant alteration is received by Fidelity at: Fidelity Investments, PO Box 770001, Cincinnati, OH 45277-0002.

I also agree that any information given on this Affidavit and Indemnification is subject to verification. **I agree to be bound by all terms and conditions set forth in the customer agreements relating to Participant's Account(s) (including, if applicable, the Fact Kit(s), Customer Agreement and Participation Agreement.** This affidavit and POA shall be governed by Massachusetts law, except with respect to their conflict of laws provisions.

This account is governed by a pre-dispute arbitration clause which is located on the last page of the Customer Agreement. I acknowledge receipt of the pre-dispute arbitration clause.

Signed under the pains and penalties of perjury.

ATTORNEY-IN-FACT'S SIGNATURE DATE

NOTARIZATION OF ATTORNEY-IN-FACT'S SIGNATURE

State of _____, in the County of _____

Subscribed and sworn to before me by the above-named Attorney-in-Fact who is personally known to me or who has produced (type of identification) _____ as identification, that the foregoing statements were true and accurate and made of his/her

own free act and deed, on (date) / / .

NOTARY PUBLIC DATE

SEAL

My Commission Expires / / .



PO Box 770001, Cincinnati OH 45277-0002
Fidelity Brokerage Services LLC, Member NYSE, SIPC.