

MASTER MUTUAL FUND CUSTODIAL SERVICES AGREEMENT

Dated as of: November 16, 2012

Between

Each of the Mutual Fund Trusts

Listed on Appendix "A" Attached Hereto

and

Fidelity Capital Structure Corp.

In respect of the Corporate Funds (as defined)

Listed on Appendix "B" Attached Hereto

and

State Street Trust Company Canada (the "Custodian")

and

State Street Bank and Trust Company

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APPENDICES

- Appendix “A” - List of Mutual Fund Trusts
- Appendix “B” - List of Corporate Funds of Fidelity Capital Structure Corp.
- Appendix “C” - List of Domestic Subcustodians, Foreign Subcustodians, Special Subcustodians and Eligible Foreign Depositories
- Appendix “D” - List of Transfer Agent Accounts and Foreign Exchange Accounts
- Appendix “E” - Procedures Relating to Custodian’s Security Interest

MASTER CUSTODIAL SERVICES AGREEMENT

AGREEMENT made as of the 16th day of November, 2012 between Fidelity Investments Canada ULC (“Fidelity”) as trustee of each of the mutual fund trusts (the “Mutual Fund Trusts”) listed on Appendix “A” hereto, as the same may be amended from time to time, Fidelity Capital Structure Corp., in respect of each of the classes and/or series of its shares that constitute separate mutual funds (the “Corporate Funds”) listed on Appendix “B” hereto, as the same may be amended from time to time (each of the Mutual Fund Trusts and the Corporate Funds that constitute part of Fidelity Capital Structure Corp. being individually a “Fund” and collectively the “Funds”), State Street Trust Company Canada (the “Custodian”) and State Street Bank and Trust Company (solely for purposes of Section 5.03).

For greater certainty and notwithstanding the date of this Agreement, this Agreement shall only become effective in respect of each Fund as of the date designated as the effective date for such Fund as shown opposite each Fund’s name on Appendix “A” or Appendix “B”, as the case may be.

W I T N E S S E S

WHEREAS, each Fund is or may be organized with one or more series of units or classes or series of shares, as the case may be, which represent an interest in a separate portfolio of cash, securities and other assets (all such existing and additional series and classes which represent separate portfolios now or hereafter listed on Appendix “A” and Appendix “B” being hereinafter referred to individually, as a “Portfolio,” and collectively, as the “Portfolios”);

WHEREAS, each Fund and Fidelity Capital Structure Corp. desire to appoint the Custodian as custodian on behalf of each of their respective Portfolios in accordance with the provisions of National Instrument 81-102 (“NI 81-102”) and under the terms and conditions set forth in this Agreement, and the Custodian has agreed so to act as custodian;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

APPOINTMENT OF SERVICE PROVIDERS

Section 1.01 Appointment of Custodian. On behalf of each of its Portfolios, each Fund and Fidelity Capital Structure Corp. hereby employs and appoints the Custodian as a custodian, subject to the terms and provisions of this Agreement. Each Fund shall deliver to the Custodian, or shall cause to be delivered to the Custodian, cash, securities and other assets owned by each of its Portfolios from time to time during the term of this Agreement and shall specify to which of its Portfolios such cash, securities and other assets are to be specifically allocated. All rights and obligations imposed in this agreement on a Corporate Fund that constitutes part of Fidelity Capital Structure Corp. listed on Appendix “B” hereto, shall be a right or obligation of Fidelity Capital Structure Corp. with respect to such class or series of shares. Similarly, all rights and obligations imposed in this agreement on the Custodian in respect of a Corporate Fund shall be a right or obligation of the Custodian to Fidelity Capital Structure Corp. with respect of such class or series of shares.

Section 1.02 Appointment of Agents. The Custodian may in its discretion appoint agents from time to time in order to carry out its operations as custodian hereunder, provided that the employment of such agents shall not reduce the Custodian's obligations or liabilities hereunder and provided further that NI 81-102 does not require the services performed by such agents to be performed by the Custodian. The Custodian shall provide reasonable prior written notice to Fidelity and Fidelity Capital Structure Corp. with respect to each appointment of an agent to provide one or more of the following services under this Agreement: the exercise of rights offerings, tender offers or similar corporate events; the collection of stock dividends, rights or other items of like nature; the collection of amounts due and payable to a Fund, including attending to all matters necessary to effect such collections; the delivery of proxy or other communications relating to the securities of a Fund; and the payment of bills or other disbursements on behalf of a Fund. Any such agent may enter into contracts directly with Fidelity and/or Fidelity Capital Structure Corp. to provide other services in connection with one or more Funds and shall not be considered to be acting as the agent of the Custodian in carrying out the terms of any such agreement.

Section 1.03 Delegation to Affiliates. Subject to applicable law, and in addition to the appointment of agents in accordance Section 1.02 above, the Custodian is permitted to delegate the performance of any services under this Agreement to an affiliate of the Custodian in accordance with this Section 1.03. The delegation of all or any part of the Custodian's obligations set out in this Agreement will not relieve the Custodian from any obligation or liability under this Agreement. The Custodian will remain responsible for the performance of all or any part of its obligations set out in this Agreement performed by any affiliate to the same extent as if such obligations were performed by the Custodian. The Custodian shall provide or make available to Fidelity and the Funds any publicly available information, and such other information in its possession or available to the Custodian as the Custodian, in its discretion, determines can be provided to Fidelity and the Funds, about any such affiliate as may be requested by Fidelity or the Funds for audit and risk management purposes.

Section 1.04 Custodian Deemed to include Affiliates. All references to the Custodian in this Agreement shall be deemed to also include any affiliates who perform services under this Agreement pursuant to Section 1.03, except with respect to matters for which the Custodian must itself be responsible under applicable law, including NI 81-102.

Section 1.05 Staffing. Fidelity, Fidelity Capital Structure Corp. and the Custodian acknowledge and agree that the success of their relationship under this Agreement will be based in large part upon the provision of continuously consistent service levels by the Custodian and its employees, affiliates and agents. Any material changes to the service model the Custodian had proposed in its response to Fidelity's Request for Proposal dated March 5, 2012 and subsequently proposed in a meeting between the Custodian and Fidelity on June 12, 2012 will require the Custodian to provide advance notice of same to Fidelity. The Custodian agrees that it will endeavour to minimize changes in staff assigned to deliver services under this Agreement and, where changes are required for any reason the Custodian will, to the extent practicable, ensure the consistency of such services.

ARTICLE 2
POWERS AND DUTIES OF CUSTODIAN

As custodian, the Custodian shall have and perform the powers and duties set forth in this Article 2. Pursuant to and in accordance with Article 4 hereof, the Custodian may appoint one or more Subcustodians (as hereinafter defined) to exercise the powers and perform the duties of the Custodian set forth in this Article 2 and references to the Custodian in this Article 2 shall include any Subcustodian so appointed.

Section 2.01 Safekeeping. The Custodian shall keep safely all cash, securities and other assets of each Fund's Portfolios delivered to the Custodian and, on behalf of such Portfolios, the Custodian shall, from time to time, accept delivery of cash, securities and other assets for safekeeping.

Section 2.02 Manner of Holding Securities.

(a) The Custodian shall at all times hold securities of each Fund's Portfolios either: (i) by physical possession of the share certificates or other instruments representing such securities in registered or bearer form; or (ii) in book-entry form by a Securities System (as hereinafter defined) in accordance with the provisions of Section 2.23 below.

(b) The Custodian shall at all times hold registered securities of each Portfolio in the name of the Portfolio or the Custodian or its nominee unless specifically directed by Proper Instructions (as hereinafter defined) to hold such registered securities in so-called street name; provided that, in any event, all such securities and other assets shall be held in an account of the Custodian containing only assets of the Portfolio, or only assets held by the Custodian as a fiduciary or custodian for customers; and provided further, that the account number or other designation in the records of the Custodian shall indicate at all times that the beneficial ownership of such securities and other assets held in such account is vested in the Portfolio.

(c) Notwithstanding the provisions of the foregoing paragraphs of this Section 2.02, the Custodian is hereby authorized to maintain the securities of certain Funds (the "Underlying Funds") owned by one or more of the Funds (each a "Fund of Funds Portfolio" and collectively the "Fund of Funds Portfolios") in book-entry form directly with the transfer agent or a designated sub-transfer agent of each such Underlying Fund (an "Underlying Fund Transfer Agent"), subject to and in accordance with the following provisions:

- (i) Such Underlying Fund Securities shall be maintained in separate custodian accounts for each Fund of Funds Portfolio in the Custodian's name of nominee, as the custodian for such Fund of Funds Portfolio.
- (ii) The Custodian will implement appropriate control procedures (the "Fund of Funds Portfolio Control Procedures") to ensure that the Underlying Fund Transfer Agent's records of each Fund of Funds Portfolio holdings of Underlying Fund Securities are properly reconciled with the Custodian's records.

Section 2.03 Receipt on Purchases of Securities. Upon receipt of Proper Instructions, the Custodian shall pay for and receive securities purchased for the account of a Portfolio, provided that payment shall be made by the Custodian only upon receipt of the securities by: (a) the Custodian; (b) a clearing corporation; (c) a Securities System; or (d) Eligible Foreign Depository. Notwithstanding the foregoing, upon receipt of Proper Instructions: (i) in the case of a repurchase agreement, the Custodian may release funds to a Securities System prior to the receipt of advice from the Securities System that the securities underlying such repurchase agreement have been transferred by book-entry into the Account (as hereinafter defined) maintained with such Securities System by the Custodian, provided that the Custodian's instructions to the Securities System require that the Securities System may make payment of such funds to the other party to the repurchase agreement only upon transfer by book-entry of the securities underlying the repurchase agreement into the Account; (ii) in the case of time deposits, call account deposits, currency deposits, and other deposits, foreign exchange transactions, futures contracts or options, pursuant to Sections 2.09, 2.10, 2.12 and 2.13 hereof, the Custodian may make payment therefor before receipt of an advice or confirmation evidencing said deposit or entry into such transaction; (iii) in the case of the purchase of securities, the settlement of which occurs outside of Canada, the Custodian may make payment therefor and receive delivery of such securities in accordance with local custom and practice generally accepted by Institutional Clients (as hereinafter defined) in the country in which the settlement occurs, but in all events subject to the standard of care set forth in Article 5 hereof; (iv) in the case of the purchase of securities in which, in accordance with standard industry custom and practice generally accepted by Institutional Clients with respect to such securities, the receipt of such securities and the payment therefor take place in different countries, the Custodian may receive delivery of such securities and make payment therefor in accordance with standard industry custom and practice for such securities generally accepted by Institutional Clients, but in all events subject to the standard of care set forth in Article 5 hereof; and (v) in the case of the purchase of Underlying Fund Securities for a Fund of Funds Portfolio, the Custodian shall pay for and receive such Underlying Fund Securities purchased for the account of a Portfolio, provided that, (A) the Custodian shall only send instructions to purchase such securities to the Underlying Fund Transfer Agent in accordance with the Fund of Funds Portfolio Control Procedures ("Fund of Funds Portfolio Purchase Instructions") upon receipt of instructions from Fidelity's custody operations and (B) the Custodian shall release funds to the Underlying Fund Transfer Agent only after receiving confirmation from such Underlying Fund Transfer Agent that it has received the Fund of Funds Portfolio Purchase Instructions. For purposes of this Agreement, an "Institutional Client" shall mean a major commercial bank, corporation, insurance company, pension fund or substantially similar institution, which, as a substantial part of its business operations, purchases or sells securities and makes use of custodial services.

Section 2.04 Exchanges of Securities. Upon receipt of Proper Instructions, the Custodian shall exchange securities held by it for the account of a Portfolio for other securities in connection with any reorganization, recapitalization, split-up of shares, change of par value, conversion or other event relating to the securities or the issuer of such securities, and shall deposit any such securities in accordance with the terms of any reorganization or protective plan. The Custodian shall, without receiving Proper Instructions: surrender securities in temporary form for definitive securities; surrender securities for transfer into the name of the Custodian, a

Portfolio or a nominee of either of them, as permitted by Section 2.02(b); and surrender securities for a different number of certificates or instruments representing the same number of shares or same principal amount of indebtedness, provided that the securities to be issued will be delivered to the Custodian or a nominee of the Custodian.

Section 2.05 Delivery on Sales of Securities. Upon receipt of Proper Instructions, the Custodian shall make delivery of securities which have been sold for the account of a Portfolio, but only against payment therefor in the form of: (a) cash, certified cheque, bank cashier's cheque, bank credit, or bank wire transfer; (b) credit to the account of the Custodian with a clearing corporation; or (c) credit to the Account of the Custodian with a Securities System or Eligible Foreign Depository, in accordance with the provisions of Section 2.23 hereof. Notwithstanding the foregoing, upon the receipt of Proper Instructions: (i) in the case of the sale of securities, the settlement of which occurs outside of Canada, such securities shall be delivered and paid for in accordance with local custom and practice generally accepted by Institutional Clients in the country in which the settlement occurs, but in all events subject to the standard of care set forth in Article 5 hereof; (ii) in the case of the sale of securities in which, in accordance with standard industry custom and practice generally accepted by Institutional Clients with respect to such securities, the delivery of such securities and receipt of payment therefor take place in different countries, the Custodian may deliver such securities and receive payment therefor in accordance with standard industry custom and practice for such securities generally accepted by Institutional Clients, but in all events subject to the standard of care set forth in Article 5 hereof; (iii) in the case of securities held in physical form, such securities shall be delivered and paid for in accordance with "street delivery custom" to a broker or its clearing agent, against delivery to the Custodian of a receipt for such securities, provided that the Custodian shall have taken reasonable steps to ensure prompt collection of the payment for, or the return of, such securities by the broker or its clearing agent (consistent with the discharge of its standard of care to the Fund), and provided further that the Custodian shall not be responsible for the selection of or the failure or inability to perform of such broker or its clearing agent; and (iv) in the case of the sale of Underlying Fund Securities of a Fund of Funds Portfolio, the Custodian shall release such Underlying Fund Securities, provided that, the Custodian shall only send instructions to sell securities to an Underlying Fund Transfer Agent in accordance with the Fund of Funds Portfolio Control Procedures (the "Fund of Funds Portfolio Sell Instructions") upon receipt of Fund of Funds Portfolio Sell Instructions from Fidelity's custody operations.

Section 2.06 Depository Receipts. Upon receipt of Proper Instructions, the Custodian shall surrender securities to the depository used for such securities by an issuer of American Depository Receipts, Global Depository Receipts or International Depository Receipts (hereinafter referred to, collectively, as "ADRs"), against a written receipt therefor adequately describing such securities and written evidence satisfactory to the Custodian that the depository has acknowledged receipt of instructions to issue ADRs with respect to such securities in the name of the Custodian or a nominee of the Custodian, for delivery to the Custodian at such place as the Custodian may from time to time designate. Upon receipt of Proper Instructions, the Custodian shall surrender ADRs to the issuer thereof, against a written receipt therefor adequately describing the ADRs surrendered and written evidence satisfactory to the Custodian

that the issuer of the ADRs has acknowledged receipt of instructions to cause its depository to deliver the securities underlying such ADRs to the Custodian.

Section 2.07 Exercise of Rights; Tender Offers. Upon receipt of Proper Instructions, the Custodian shall: (a) deliver warrants, puts, calls, rights or similar securities to the issuer or trustee thereof, or to the agent of such issuer or trustee, for the purpose of exercise or sale, provided that the new securities, cash or other assets, if any, acquired as a result of such actions are to be delivered to the Custodian; and (b) deposit securities upon invitations for tenders thereof, provided that the consideration for such securities is to be paid or delivered to the Custodian, or the tendered securities are to be returned to the Custodian. Notwithstanding any provision of this Agreement to the contrary, the Custodian shall take all necessary action, unless otherwise directed to the contrary in Proper Instructions, to comply with the terms of all mandatory or compulsory exchanges, calls, tenders, redemptions, or similar rights of security ownership, and shall promptly notify each applicable Fund of such action in writing by facsimile transmission or in such other manner as such Fund and the Custodian may agree in writing.

Section 2.08 Stock Dividends, Rights, Etc. The Custodian shall receive and collect all stock dividends, rights and other items of like nature and, upon receipt of Proper Instructions, take action with respect to the same as directed in such Proper Instructions.

Section 2.09 Exchange-Traded Options and Futures Contracts. Upon receipt of Proper Instructions and further to the provisions of any agreement between any registered broker or dealer and a Fund on behalf of any applicable Portfolio relating to the purchase or sale of any exchange-traded option, futures contract or option on futures contract, the Custodian, as directed by such Proper Instructions, shall: (a) receive and retain confirmations or other documents, if any, evidencing the purchase, writing or sale of an option, futures contract or option on a futures contract by the applicable Portfolio; (b) pledge or deposit and maintain in a segregated account or, pursuant to Proper Instructions, deposit as margin in an account with the dealer or broker (a "Dealer's Margin Account") any securities (either physically or by book-entry in a Securities System), cash or other assets in compliance with applicable securities laws; and (c) accept deliver back of such assets from a segregated collateral account or a Dealer's Margin Account. Each Fund, on behalf of its applicable Portfolios, and the broker or dealer shall be solely responsible for the sufficiency of the assets held in any Dealer's Margin Account in compliance with any applicable agreement, shall ensure that any agreement by which assets of a Portfolio are deposited as margin shall require the person holding such assets to ensure that its books and records reflect that the Portfolio is the beneficial owner of such assets and shall be responsible for ensuring that any option, futures or option on a futures transaction is performed in accordance with the terms of any applicable contract.

Section 2.10 Over-the-Counter Derivatives. The Custodian or other securities intermediary, a Fund on behalf of any applicable Portfolio and a counterparty may enter into agreements from time to time relating to the collateral held in connection with the purchase, entering into or sale of any forward or other over-the-counter derivative transaction (a "Collateral Control Agreement") and the Custodian shall act in accordance with all Proper Instructions in connection with any such Collateral Control Agreement.

Section 2.11 Borrowing. Upon receipt of Proper Instructions, the Custodian shall deliver securities of a Portfolio to lenders or their agents, or otherwise establish a segregated account as agreed to by the applicable Fund on behalf of such Portfolio and the Custodian, as collateral for borrowings effected by such Portfolio, provided that such borrowed money is payable by the lender (a) to or upon the Custodian's order, as the custodian for such Portfolio, and (b) concurrently with delivery of such securities.

Section 2.12 Interest Bearing Deposits. Upon receipt of Proper Instructions directing the Custodian to purchase interest bearing fixed term and call deposits (hereinafter referred to collectively, as "Interest Bearing Deposits") for the account of a Portfolio, the Custodian shall purchase such Interest Bearing Deposits in the name of the Portfolio with such banks or trust companies (including the Custodian, any Subcustodian or any subsidiary or affiliate of the Custodian or Subcustodian,) (each hereinafter referred to as a "Banking Institution") and in such amounts as the applicable Fund may direct pursuant to Proper Instructions. Interest Bearing Deposits held through the Custodian are held with the Custodian's affiliate, State Street Bank and Trust Company – Canada Branch and the responsibilities of the Custodian to each Fund of such Interest Bearing Deposits shall be that of a Canadian branch of a non-Canadian bank for a similar deposit. Such Interest Bearing Deposits may be denominated in Canadian Dollars or other currencies, as the applicable Fund on behalf of its Portfolio may determine and direct pursuant to Proper Instructions. The Custodian shall include in its records with respect to the assets of each Portfolio appropriate notation as to the amount and currency of each such Interest Bearing Deposit, the accepting Banking Institution and all other appropriate details, and shall retain such forms of advice or receipt evidencing such account, if any, as may be forwarded to the Custodian by the Banking Institution. With respect to Interest Bearing Deposits other than those accepted on the Custodian's books, (a) the Custodian shall be responsible for the collection of income as set forth in Section 2.15 and the transmission of cash and instructions to and from such accounts; and (b) the Custodian shall have no duty with respect to the selection of the Banking Institution or, so long as the Custodian acts in accordance with Proper Instructions, for the failure of such Banking Institution to pay upon demand. Upon receipt of Proper Instructions, the Custodian shall take such reasonable actions as the applicable Fund deems necessary or appropriate to cause each such Interest Bearing Deposit Account to be insured to the maximum extent possible by all applicable deposit insurers including, without limitation, the Federal Deposit Insurance Corporation.

Section 2.13 Foreign Exchange Transactions

(a) Upon receipt of Proper Instructions, the Custodian shall settle foreign exchange contracts or options to purchase and sell foreign currencies for spot and future delivery on behalf of and for the account of a Portfolio with such currency brokers or Banking Institutions as the applicable Fund may determine and direct pursuant to Proper Instructions. The Custodian shall be responsible for the transmission of cash and instructions to and from the currency broker or Banking Institution with which the contract or option is made, the safekeeping of all certificates and other documents and agreements evidencing or relating to such foreign exchange transactions and the maintenance of proper records as set forth in Section 2.26. The Custodian shall have no duty with respect to the selection of the currency brokers or Banking Institutions

with which a Fund deals on behalf of its Portfolios or, so long as the Custodian acts in accordance with Proper Instructions, for the failure of such brokers or Banking Institutions to comply with the terms of any contract or option.

(b) Payments. Notwithstanding anything to the contrary contained herein, upon receipt of Proper Instructions the Custodian may, in connection with a foreign exchange contract, make free outgoing payments of cash in the form of Canadian Dollars or foreign currency prior to receipt of confirmation of such foreign exchange contract or confirmation that the countervalue currency completing such contract has been delivered or received.

Section 2.14 Securities Loans. Upon receipt of Proper Instructions, the Custodian or, pursuant to any instruction received from the Funds pursuant to any agreement the Funds may have with a Special Subcustodian, any Special Subcustodian shall, in connection with loans of securities by a Portfolio, deliver securities of such Portfolio in accordance with NI 81-102 or any exemptive relief granted to any Fund or Portfolio in connection with any loan of securities by a Portfolio; provided that, in cases of loans of securities secured by cash collateral, the Custodian's or Subcustodian's instructions to the Securities System shall require that the Securities System deliver the securities of the Portfolio to the borrower thereof in accordance with NI 81-102 or any such exemptive relief.

Section 2.15 Collections. The Custodian shall, and shall cause any Subcustodian to: (a) collect amounts due and payable to each Fund with respect to portfolio securities and other assets of each of such Fund's Portfolios; (b) promptly credit to the account of each applicable Portfolio all income and other payments relating to portfolio securities and other assets held by the Custodian hereunder upon Custodian's receipt of such income or payments or as otherwise agreed in writing by the Custodian and the applicable Fund; (c) promptly endorse and deliver any instruments required to effect such collections; (d) promptly execute ownership and other certificates and affidavits for all federal, provincial and foreign tax purposes in connection with receipt of income, capital gains or other payments with respect to portfolio securities and other assets of each applicable Portfolio, or in connection with the purchase, sale or transfer of such securities or other assets; and (e) promptly file any certificates or other affidavits for the refund or reclaim of foreign taxes paid, and promptly notify each applicable Fund of any changes to law, interpretative rulings or procedures regarding such reclaims, and otherwise use all available measures customarily used to minimize the imposition of foreign taxes at source, and promptly inform each applicable Fund of alternative means of minimizing such taxes of which the Custodian shall become aware (or with the exercise of the standard of care required of the Custodian hereunder should have become aware); provided, however, that with respect to portfolio securities registered in so-called street name, the Custodian shall use its best efforts to collect amounts due and payable to each Fund with respect to its Portfolios. The Custodian shall promptly notify each applicable Fund in writing by facsimile transmission or in such other manner as each such Fund and the Custodian may agree in writing if any amount payable with respect to portfolio securities or other assets of the Portfolios of such Fund(s) is not received by the Custodian when due. The Custodian shall not be responsible for the collection of amounts due and payable with respect to portfolio securities or other assets that are in default.

Section 2.16 Distributions and Redemptions. The Custodian shall promptly release funds or securities: (a) upon receipt of Proper Instructions, to one or more Distribution Accounts designated by the applicable Fund or Funds in such Proper Instructions; or (b) upon receipt of Special Instructions, as otherwise directed by the applicable Fund or Funds, for the purpose of the payment of distributions to securityholders of each applicable Portfolio, and payment to securityholders who have requested repurchase or redemption of their securities of the Portfolio(s) (collectively, the “Fund Securities”). For purposes of this Agreement, a “Distribution Account” shall mean an account established at a Banking Institution designated by the applicable Fund on behalf of one or more of its Portfolios in Special Instructions.

Section 2.17 Proceeds from Fund Securities Sold. The Custodian shall receive funds representing cash payments received for Fund Securities issued or sold from time to time by the Funds, and shall promptly credit such funds to the account(s) of the applicable Portfolio(s). The Custodian shall promptly notify each applicable Fund of the Custodian’s receipt of cash in payment for Fund Securities issued by such Fund by facsimile transmission or in such other manner as the Fund and the Custodian may agree in writing. Upon receipt of Proper Instructions, the Custodian shall: (a) deliver all funds received by the Custodian in payment for Fund Securities in payment for such investments as may be set forth in such Proper Instructions and at a time agreed upon between the Custodian and the applicable Fund; and (b) make funds available to the applicable Fund as of specified times agreed upon from time to time by the applicable Fund and the Custodian, in the amount of cheques received in payment for Fund Securities which are deposited to the accounts of each applicable Portfolio.

Section 2.18 Proxies, Notices, Etc. The Custodian shall deliver to each applicable Fund, in the most expeditious manner practicable, all forms of proxies, all notices of meetings, and any other notices or announcements affecting or relating to securities owned by one or more of the applicable Fund’s Portfolios that are received by the Custodian, any Subcustodian, or any nominee of either of them (or with the exercise of reasonable care that the Custodian, any Subcustodian, or any nominee of either of them should have become aware), and, upon receipt of Proper Instructions, the Custodian shall execute and deliver, or cause such Subcustodian or nominee to execute and deliver, such proxies or other authorizations as may be required. The Custodian recognizes that this requirement applies to all securities and that each Fund’s investments in non-Canadian securities may entail proxies and notices, which, for the avoidance of doubt, are explicitly covered hereunder. In the event that a Fund invests in non-Canadian securities in a market in which the Custodian does not offer proxy voting services, the Custodian shall promptly notify such Fund. Except as directed pursuant to Proper Instructions, neither the Custodian nor any Subcustodian or nominee shall vote upon any such securities, or execute any proxy to vote thereon, or give any consent or take any other action with respect thereto. In the event that the Custodian is unable to vote upon any such securities in accordance with Proper Instructions for any reason including, but not limited to, the failure of the applicable Fund to deliver any necessary powers of attorney or other documentation, the Custodian shall promptly notify (subject to market practices and rules) the applicable Fund.

Section 2.19 Bills and Other Disbursements. Upon receipt of Proper Instructions, the Custodian shall pay or cause to be paid, all bills, statements, or other obligations of each Portfolio.

Section 2.20 Nondiscretionary Functions. The Custodian shall attend to all nondiscretionary details in connection with the sale, exchange, substitution, purchase, transfer or other dealings with securities or other assets of each Portfolio held by the Custodian, except as otherwise directed from time to time pursuant to Proper Instructions.

Section 2.21 Bank Accounts.

(a) Accounts with the Custodian and any Subcustodians. The Custodian shall open and operate a bank account or accounts (hereinafter referred to collectively, as “Bank Accounts”) on the books of the Custodian or any Subcustodian provided that such account(s) shall be in the name of the Custodian or a nominee of the Custodian, for the account of a Portfolio, and shall be subject only to the draft or order of the Custodian; provided however, that such Bank Accounts in countries other than Canada may be held in an account of the Custodian containing only assets held by the Custodian as a fiduciary or custodian for customers; and provided further, that the records of the Custodian shall indicate at all times that the beneficial ownership of the securities and other assets held in such account is vested in the applicable Portfolio. Such Bank Accounts may be denominated in either Canadian Dollars or other currencies. Currently, deposits in Canada are accepted on the books of the Custodian’s affiliate, State Street Bank and Trust Company –Canada Branch and the responsibilities of the Custodian to each Fund for such deposits shall be that of a Canadian branch of a non-Canadian bank for a similar deposit. The responsibilities of the Custodian to each applicable Fund for deposits accepted on any Subcustodian’s books shall be governed by the provisions of Section 5.02.

(b) Accounts With Other Banking Institutions. The Custodian may open and operate Bank Accounts on behalf of a Portfolio, in the name of the Custodian or a nominee of the Custodian, at a Banking Institution other than the Custodian or any Subcustodian, provided that such account(s) shall be in the name of the Custodian or a nominee of the Custodian, for the account of a Portfolio, and shall be subject only to the draft or order of the Custodian; provided however, that such Bank Accounts may be held in an account of the Custodian containing only assets held by the Custodian as a fiduciary or custodian for customers; and provided further, that the records of the Custodian shall indicate at all times that the beneficial ownership of the securities and other assets are held in such account is vested in the Portfolio. Such Bank Accounts may be denominated in either Canadian Dollars or other currencies. Provided that the Custodian has met its standard of care as outlined in Section 5.01(a), the Custodian shall not be responsible for the selection of the Banking Institution and for the failure of such Banking Institution to pay according to the terms of the deposit.

(c) Transfer Agent and Foreign Exchange Settlement Accounts. The Custodian maintains certain Bank Accounts at the Custodian on behalf of the Funds (the “Transfer Agent Accounts”) to facilitate the efficient transfer of cash to and from (i) the Bank Accounts established and maintained at the Custodian and (ii) bank accounts established and maintained at Banking Institutions other than the Custodian or any Subcustodian. The Custodian also

maintains certain Bank Accounts at the Custodian on behalf of the Funds (the “Foreign Exchange Accounts”) to facilitate the settlement of foreign currency transactions on a net basis, for immediate further allocation to those Funds participating in each foreign currency transaction. Each of the Funds and Custodian agree that the Custodian shall provide the Transfer Agent Accounts and the Foreign Exchange Accounts established and maintained by such Custodian with the same treatment as other Bank Accounts established and maintained pursuant to this Agreement, and any and all applicable representations, warranties, covenants, conditions, agreement, rights, obligations or duties of the Funds or the Custodian with respect to such Transfer Agent Accounts and Foreign Exchange Accounts shall be governed by the corresponding provisions of this Agreement. The Custodian shall also specify in the records it maintains with respect to the Funds and their Bank Accounts and any other records maintained or required to be maintained by this Agreement or regulatory requirements applicable to the Custodian, its relationship as Custodian pursuant to which the Transfer Agent Accounts and the Foreign Exchange Accounts are maintained in order to comply with any applicable rules, regulations, or other requirements of the Federal Deposit Insurance Corporation. The Custodian agrees that such records shall be conclusive evidence of the individual and not joint interest of each Fund in any amounts then credited to the Transfer Agent Accounts or the Foreign Exchange Accounts. Each of the Transfer Agent Accounts and Foreign Exchange Accounts designated by the Funds is set forth on Appendix “D” to this Agreement, as the same may be amended from time to time in accordance with the terms of this Agreement.

Section 2.22 Deposit Insurance. Upon receipt of Proper Instructions, the Custodian shall take such reasonable actions as the applicable Fund deems necessary or appropriate to cause each deposit account established by the Custodian pursuant to this Section 2.23 to be insured to the maximum extent possible by all applicable deposit insurers including, without limitation, the Federal Deposit Insurance Corporation.

Section 2.23 Deposit of Fund Assets in Securities Systems and Eligible Foreign Depositories. The Custodian may deposit and/or maintain Canadian and/or U.S. securities owned by a Portfolio in: The Canadian Depository For Securities (“CDS”) and other depositories or clearing agencies, including without limitation: (a) The Depository Trust Company; (b) the Participants Trust Company; (c) any book-entry system as provided in (i) Subpart O of U.S. Treasury Circular No. 300, 31 CFR 306.115, (ii) Subpart B of U.S. Treasury Circular Public Debt Series No. 27-76, 31 CFR 350.2, (iii) the book-entry regulations of U.S. federal agencies substantially in the form of 31 CFR 306.115; or (d) any other clearing agency registered with the Securities and Exchange Commission (“SEC”) under Section 17A of the Securities Exchange Act of 1934 (or as may otherwise be authorized by the Securities and Exchange Commission to serve in the capacity of depository or clearing agent for the securities or other assets of investment companies) which acts as a securities depository and the use of which each applicable Fund has previously approved by Special Instructions (as hereinafter defined) (each of the foregoing, including CDS, being referred to in this Agreement as a “Securities System”). Use of a Securities System shall be in accordance with NI 81-102, and subject to the following provisions:

(1) The Custodian may deposit and/or maintain securities held hereunder in a Securities System, provided that such securities are represented in an account (“Account”) of the Custodian in the Securities System which Account shall not contain any assets of the Custodian other than assets held as a fiduciary, custodian, or otherwise for customers and shall be so designated on the books and records of the Securities System.

(2) The Securities System shall be obligated to comply with the Custodian’s directions with respect to the securities held in such Account and shall not be entitled to a lien against the assets in such Account for extensions of credit to the Custodian other than for payment of the purchase price of such assets.

(3) Each Fund hereby designates the Custodian as the party in whose name any securities deposited by the Custodian in the Account are to be designated in the books and records of the Securities System.

(4) The books and records of the Custodian shall at all times identify that beneficial ownership of the securities which are maintained in a Securities System securities is vested in the applicable Portfolio.

(5) The Custodian shall pay for securities purchased for the account of a Portfolio only upon (i) receipt of advice from the Securities System that such securities have been transferred to the Account of the Custodian, and (ii) the making of an entry on the records of the Custodian to reflect such payment and transfer for the account of such Portfolio. The Custodian shall transfer securities sold for the account of a Portfolio only upon (i) receipt of advice from the Securities System that payment for such securities has been transferred to the Account of the Custodian, and (ii) the making of an entry on the records of the Custodian to reflect such transfer and payment for the account of such Portfolio. The Custodian shall at all times maintain suitable documentation, such as confirmations, position statements and other records, stored in an easily accessible format, commensurate with industry and regulatory standards, that shall identify transfers of securities from the Securities System for the account of such Portfolio. The Custodian shall deliver to each applicable Fund on the next succeeding Business Day daily transaction reports which shall include each day’s transactions in the Securities System for the account of each applicable Portfolio. Such transaction reports shall be delivered to each applicable Fund or any agent designated by such Fund pursuant to Proper Instructions, by computer or in such other manner as such Fund and the Custodian may agree in writing.

(6) The Custodian shall, if requested by a Fund pursuant to Proper Instructions, provide such Fund with all reports obtained by the Custodian or any Subcustodian with respect to a Securities System’s accounting system, internal accounting control and procedures for safeguarding securities deposited in the Securities System.

(7) Upon receipt of Special Instructions, the Custodian shall terminate the use of any Securities System (except CDS and the U.S. federal book-entry system) on behalf of any Portfolio as promptly as practicable and shall take all actions reasonably practicable to safeguard the securities of any Portfolio maintained with such Securities System.

(8) The Custodian may deposit and/or maintain securities of non-Canadian and non-U.S. issuers (“Foreign Assets”) owned by a Portfolio in a securities depository located outside Canada or the United States of America (an “Eligible Foreign Depository”) and listed on Appendix “C”, as may be amended from time to time, if the depositing or maintaining of assets of a Portfolio with such securities depository is permitted under applicable securities laws, including NI 81-102. Use of an Eligible Foreign Depository shall be in accordance with applicable securities laws, rules and regulations.

(9) The Custodian or any Subcustodian may deposit and/or maintain Foreign Assets held hereunder in an Eligible Foreign Depository, provided that such Foreign Assets are represented in an Account of the Custodian or Subcustodian in the Eligible Foreign Depository which Account shall not contain any assets of the Custodian or Subcustodian other than assets held as a fiduciary, custodian, or otherwise for customers and shall be so designated on the books and records of the Eligible Foreign Depository unless the Fund by Special Instructions permits another manner of holding, representing and/or designating a Fund’s Foreign Assets.

(10) The Custodian shall, in accordance with the standard of care set forth in Section 5.01(a) hereof, be responsible for: (A) providing the Fund or its designee, on behalf of its applicable Portfolio(s), an analysis (in form and substance reasonably satisfactory to the Fund) of the custody risks associated with maintaining Foreign Assets with the Eligible Foreign Depository; (B) establishing a system to monitor the custody risks associated with maintaining Foreign Assets with the Eligible Foreign Depository; (C) monitoring the custody risks associated with maintaining Foreign Assets with the Eligible Foreign Depository on a continuing basis; and (D) promptly notifying the Fund of any material change in the custody risks associated with maintaining Foreign Assets with the Eligible Foreign Depository.

(11) The Eligible Foreign Depository shall be obligated to comply with the Custodian’s or Subcustodian’s directions with respect to the Foreign Assets held in such Account, provided that the Foreign Assets held in such Account shall not be subject to any right, charge, security interest, lien or claim of any kind in favour of the Custodian or Subcustodian (or either of their respective creditors), except a claim for reasonable payment for their safe custody or administration.

(12) Each Fund hereby designates the Custodian or each Subcustodian as the party in whose name any Foreign Assets deposited by the Custodian or the Subcustodian in the Account are to be registered or recorded, provided, however, that the Custodian may register or record Foreign Assets of a Fund in the name of the Fund or other nominee for the Fund upon the Custodian’s provision of written notice to the Fund of such proposed registration or recordation at least 5 Business Days prior to such registration or recordation.

(13) The books and records of the Custodian shall at all times identify those Foreign Assets belonging to each Portfolio which are maintained in an Eligible Foreign Depository.

(14) The Custodian shall pay for Foreign Assets purchased for the account of a Portfolio only upon (w) receipt of advice from the Eligible Foreign Depository that such Foreign Assets have been transferred to the Account of the Custodian or Subcustodian, and (x) the

making of an entry on the records of the Custodian to reflect such payment and transfer for the account of such Portfolio, provided however, if required under the laws of the jurisdiction in which the Eligible Foreign Depository is located or pursuant to the rules of an Eligible Foreign Depository, the Custodian may receive delivery of such securities and make payment therefor in accordance with such applicable laws or rules of the Eligible Foreign Depository, but in all events subject to the standard of care set forth in Section 5.01(a) hereof. The Custodian or Subcustodian shall transfer Foreign Assets sold for the account of a Portfolio only upon (y) receipt of advice from the Eligible Foreign Depository that payment for such Foreign Assets has been transferred to the Account of the Custodian or Subcustodian, and (z) the making of an entry on the records of the Custodian to reflect such transfer and payment for the account of such Portfolio, provided however, if required under the laws of the jurisdiction in which the Eligible Foreign Depository is located or pursuant to the rules of an Eligible Foreign Depository, the Custodian may make payment therefor and receive delivery of such securities in accordance with such applicable laws or rules of the Eligible Foreign Depository, but in all events subject to the standard of care set forth in Section 5.01(a) hereof. Copies of all advices from the Eligible Securities Depository (or other suitable documentation commensurate with industry and regulatory standards) relating to transfers of Foreign Assets for the account of a Portfolio shall identify such Portfolio or the Custodian or Subcustodian who is holding the assets of such Portfolio and shall be maintained for such Portfolio by the Custodian. The Custodian shall deliver to each applicable Fund no later than the next succeeding Business Day, or at such other time or times as such Fund and the Custodian may agree in writing, daily transaction reports which shall include each day's transactions in the Eligible Foreign Depository for the account of each applicable Portfolio. Such transaction reports shall be delivered to each applicable Fund or any agent designated by such Fund pursuant to Proper Instructions, by electronic device or system (including without limitation, computers) or in such other manner as such Fund and the Custodian may agree in writing.

(15) The Custodian shall, if requested by a Fund or its designee pursuant to Proper Instructions, provide such Fund with all reports obtained by the Custodian or any Subcustodian with respect to an Eligible Foreign Depository's accounting system, internal accounting controls, and procedures for safeguarding Foreign Assets deposited in the Eligible Foreign Depository.

(16) The Custodian shall terminate the use of any Eligible Foreign Depository on behalf of any Portfolio as soon as reasonably practicable and shall take all actions reasonably practicable to safeguard the Foreign Assets of any Portfolio maintained with such Eligible Foreign Depository: (A) upon receipt of Special Instructions; or (B), in the absence of the receipt of Special Instructions, if the custody arrangement with the Eligible Foreign Depository at any time ceases to satisfy the requirements of applicable securities laws, including NI 81-102, shall provide the Funds or their respective designees, on behalf of the Portfolios, with written notification of any termination of the Custodian's use of an Eligible Foreign Depository at least 90 Business Days prior to the effective date of the proposed termination, unless the Funds in their discretion permit a shorter notification period.

(17) Each Eligible Foreign Depository through which the Custodian maintains Foreign Assets of the applicable Portfolio(s) and the countries where they may hold Foreign Assets of the

applicable Portfolio(s) shall be listed on Appendix “C” attached hereto, as the same may be amended from time to time in accordance with the provisions of Section 9.06(c) hereof.

Section 2.24 Other Transfers. Upon receipt of Special Instructions, the Custodian shall make such other dispositions of securities, funds or other property of a Portfolio in a manner or for purposes other than as expressly set forth in this Agreement, provided that the Special Instructions relating to such disposition shall include a statement of the purpose for which the delivery is to be made, the amount of funds and/or securities to be delivered, and the name of the person or persons to whom delivery is to be made, and shall otherwise comply with the provisions of Sections 3.01 and 3.03 hereof.

Section 2.25 Establishment of Segregated Account. Upon receipt of Proper Instructions, the Custodian shall establish and maintain on its books a segregated account or accounts for and on behalf of a Portfolio, into which account or accounts may be transferred cash and/or securities or other assets of such Portfolio, including securities maintained by the Custodian in a Securities System pursuant to Section 2.23(a) hereof or an Eligible Foreign Depository pursuant to Section 2.23(b) hereof, said account or accounts to be maintained: (a) for the purposes set forth in Sections 2.09, 2.10 and 2.11 hereof; (b) for the purposes of compliance by the Portfolio with NI 81-102 or any subsequent regulatory requirement relating to the maintenance of segregated accounts by mutual funds; or (c) for such other purposes as set forth, from time to time, in Special Instructions.

Section 2.26 Custodian’s Books and Records. The Custodian shall provide any assistance reasonably requested by a Fund in the preparation of reports to such Fund’s securityholders and others, audits of accounts, and other ministerial matters of like nature. The Custodian shall maintain complete and accurate records with respect to securities and other assets held for the accounts of each Portfolio as required of custodians of mutual funds by the rules and regulations of the Canadian securities administrators (“CSA”) applicable to mutual funds governed under NI 81-102, including: (a) journals or other records of original entry containing a detailed and itemized daily record of all receipts and deliveries of securities (including certificate and transaction identification numbers, if any), and all receipts and disbursements of cash; (b) ledgers or other records reflecting (i) securities in transfer, (ii) securities in physical possession, (iii) securities borrowed, loaned or collateralizing obligations of each Portfolio, (iv) monies borrowed and monies loaned (together with a record of the collateral therefor and substitutions of such collateral), (v) dividends and interest received, (vi) the amount of tax withheld by any person in respect of any collection made by the Custodian or any Subcustodian, and (vii) the amount of reclaims or refunds for foreign taxes paid; and (c) cancelled cheques and bank records related thereto. The Custodian shall keep such other books and records of each Fund as such Fund shall reasonably request. All such books and records maintained by the Custodian shall be maintained in a form acceptable to the applicable Fund and in compliance with all CSA rules and regulations applicable to custodians of mutual funds. All books and records maintained by the Custodian pursuant to this Agreement shall at all times be the property of each applicable Fund and shall be available during normal business hours for inspection and use by such Fund and its agents, including, without limitation, its auditors. Notwithstanding the preceding sentence, no Fund shall take any actions or cause the

Custodian to take any actions which would cause, either directly or indirectly, the Custodian to violate any applicable laws, regulations or orders. The Custodian shall provide monthly statements of account within 5 Business Days after the end of each month, a report setting forth all transactions in securities and all monies received or paid on behalf of Accounts under this Agreement, as well as a list of all securities transactions that remain unsettled at that time. In addition, the Custodian shall deliver to each Fund a debit or credit advice, as the case may be, with respect to each transaction in securities on the Business Day following the day on which such transactions took place. In addition, the Custodian shall furnish the Fund with a statement with respect to each Securities Transaction or any other action with respect to the Portfolio Securities on the Business Day following the day on which Securities Transaction or other action took place.

Section 2.27 Opinion of Fund's Auditors. The Custodian shall take all reasonable action as a Fund may request to obtain from year to year favourable opinions from such Fund's auditors with respect to the Custodian's activities hereunder in connection with the preparation of the Fund's reports to the CSA and with respect to any other requirements of the CSA.

Section 2.28 Reports by Auditors. At the request of a Fund, the Custodian shall deliver to such Fund a written report prepared by the Custodian's auditors with respect to the services provided by the Custodian under this Agreement, including, without limitation, the Custodian's accounting system, internal accounting controls and procedures for safeguarding cash, securities and other assets, including cash, securities and other assets deposited and/or maintained in a Securities System or with a Subcustodian. Such report shall be of sufficient scope and in sufficient detail as may reasonably be required by any Fund and as may reasonably be obtained by the Custodian.

Section 2.29 Overdraft Facility. In the event that the Custodian is directed by Proper Instructions to make any payment or transfer of funds on behalf of a Portfolio for which there would be, at the close of business on the date of such payment or transfer, insufficient funds held by the Custodian on behalf of such Portfolio, the Custodian may, in its discretion, provide an overdraft (an "Overdraft") to the applicable Fund on behalf of such Portfolio, in an amount sufficient to allow the completion of such payment. In the event of an overdraft to a Transfer Agent Account, upon request by the Custodian, the Funds shall promptly identify which Funds or which of their Portfolios are responsible for such overdraft in such Transfer Agent Accounts. Any Overdraft provided hereunder: (a) shall be payable on the next Business Day, unless otherwise agreed by the applicable Fund and the Custodian; and (b) shall accrue interest from the date of the Overdraft to the date of payment in full by the applicable Fund on behalf of the applicable Portfolio at a rate agreed upon in writing, from time to time, by the Custodian and the applicable Fund. The Custodian and each Fund acknowledge that the purpose of such Overdraft is for a purpose permitted under NI 81-102. The Custodian shall promptly notify each applicable Fund in writing (an "Overdraft Notice") of any Overdraft by facsimile transmission or in such other manner as such Fund and the Custodian may agree in writing. At the request of the Custodian and subject to compliance with NI 81-102, each applicable Fund, on behalf of one or more of its Portfolios, shall pledge, assigns and grant to the Custodian a security interest in certain specified securities of the applicable Portfolio, as security for Overdrafts provided to such

Portfolio, under the terms and conditions set forth in Appendix “E” attached hereto. Notwithstanding anything herein to the contrary, except to the extent expressly provided for in Appendix “E”, the Custodian hereby waives and agrees that it shall not claim, assert or enforce a lien, encumbrance or security interest in any of the assets of any Portfolio.

Section 2.30 Insurance Requirements.

(a) The Custodian shall at its own expense, procure and maintain such forms of insurance covering its properties, assets and business in such amounts and against such losses and claims as are generally maintained for comparable businesses and properties and in any event not less than the following minimums: (i) employers liability insurance in an amount not less than \$1,000,000 per occurrence, (ii) commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, (iii) umbrella or excess liability insurance providing coverages in excess of the coverage listed in (ii) above in an amount not less than \$5,000,000 per occurrence, (iv) a fidelity bond in an amount not less than \$10,000,000 per loss, and (v) electronic and computer crime insurance in an amount not less than \$10,000,000 per loss, provided however that the term “Custodian” in this Section 2.30 shall not include a Sub custodian or an Eligible Securities Depository. Nothing in this Section 2.30 shall be deemed to limit the Custodian’s liability to the types or coverage amounts specified above or to limit any coverage under any of Custodian’s insurance policies.

(b) Concurrent with the execution of this Agreement and, upon the request of a Fund, on each anniversary thereafter, Custodian shall provide a “certificate of insurance” to each Fund that evidences that policies, bonds or similar agreements providing the types and amounts of coverage specified in paragraph (a) of this section 2.30 have been entered into and are in full force and effect.

Section 2.31 Provision of Information. At the request of a Fund, the Custodian shall promptly provide to such Fund all information relating to such Fund’s, or any of its Portfolio’s, cash, securities, and other assets which may be reasonably requested by such Fund in order to determine the amount to be paid to the Custodian under Article 6 hereof. Such information shall be delivered to such Fund at such time(s) and in such form(s) specified by such Fund.

Section 2.32 Compliance and Internal Control Reports. The Custodian shall promptly notify each Fund of each determination of significant deficiencies, material weaknesses or inadequacies in the internal accounting controls of the Custodian. In addition, in order to assist the Fund in complying with its obligations under applicable laws and regulations, the Custodian shall promptly provide to each Fund such periodic reports and reasonable documentation relating to the services provided by the Custodian to the Fund as the Fund may request from time to time, including, but not limited to, certifications regarding compliance with procedures for safekeeping, recordkeeping and reporting of the Fund’s assets and transactions pursuant to this Agreement.

Section 2.33 Local Regulatory Matters. The Custodian shall assist each Fund in complying with regulations and market practices of jurisdictions other than Canada applicable to Foreign Assets as the Fund may reasonably request from time to time. Such assistance may

include, but not be limited to, soliciting information and guidance from depositories, exchanges and regulators; obtaining legal opinions at the expense of the relevant Fund or Funds but only after such Fund or Funds have been notified and agree in writing to the amount of such expenses; acting as a Fund's representative (if required by local law) in making filings; and providing such other assistance with respect to its Foreign Assets as the Fund may reasonably request. Based on what the Custodian considers to be reasonably reliable sources of information, including its Foreign Subcustodians, Custodian shall inform each Fund as to the Custodian's understanding of the Fund's rights, duties and obligations under regulations and market practices of jurisdictions other than Canada in connection with actions taken by the Fund or the Custodian, including, but not limited to, corporate actions involving the Fund's securities.

Section 2.34 Systems. The Custodian shall provide reasonable prior notice to Fidelity of any material changes to its computer systems that are known to employees of the Custodian that are directly involved in the administration of the Funds where such computer system changes have a direct impact on the provision of services to the Funds by the Custodian.

ARTICLE 3
PROPER INSTRUCTIONS, SPECIAL INSTRUCTIONS
AND RELATED MATTERS

Section 3.01 Proper Instructions and Special Instructions.

(a) Proper Instructions. As used herein, the term "Proper Instructions" shall mean: (i) a written (including, without limitation, facsimile transmission) request, direction, instruction or certification signed or initialled by or on behalf of the applicable Fund by one or more Authorized Persons (as hereinafter defined); (ii) a telephonic or other oral communication by one or more Authorized Persons; (iii) a communication effected directly between an electro-mechanical or electronic device or system (including, without limitation, computers) by or on behalf of the applicable Fund by one or more Authorized Persons; or (iv) through any system as may be agreed to by the parties; provided, however, that communications of the types described in clauses (ii) and (iii) above purporting to be given by an Authorized Person shall be considered Proper Instructions only if the Custodian reasonably believes such communications to have been given by an Authorized Person with respect to the transaction involved. Proper Instructions in the form of oral communications shall be confirmed by the applicable Fund by in writing in the manner set forth in clause (i) above, but the lack of such confirmation shall in no way affect any action taken by the Custodian in reliance upon such oral instructions prior to the Custodian's receipt of such confirmation. Each Fund and the Custodian are hereby authorized to record any and all telephonic or other oral instructions communicated to the Custodian and to use such recording as evidence in any judicial proceeding. Proper Instructions may relate to specific transactions or to types or classes of transactions, and may be in the form of standing instructions.

(b) Special Instructions. As used herein, the term "Special Instructions" shall mean Proper Instructions countersigned or confirmed in writing by: (A) the Fund Treasurer of the applicable Fund's trustee or any other person designated by the Fund Treasurer in writing in the case of a Mutual Fund Trust, and (B) an officer of Fidelity Capital Structure Corp. in the case of

the applicable Corporate Fund, as the case may be, which countersignature or confirmation shall be (i) included on the same instrument containing the Proper Instructions or on a separate instrument relating thereto, and (ii) delivered by hand, by facsimile transmission, or in such other manner as the applicable Fund and the Custodian agree in writing.

(c) Address for Proper Instructions and Special Instructions. Proper Instructions and Special Instructions shall be delivered to the Custodian at the address and/or telephone or facsimile number agreed upon from time to time by the Custodian and the applicable Fund.

Section 3.02 Authorized Persons. Concurrently with the execution of this Agreement and from time to time thereafter, as appropriate, each Mutual Fund Trust, or Fidelity Capital Structure Corp., in the case of a Corporate Fund, as the case may be, shall deliver to the Custodian, duly certified as appropriate by the Fund Treasurer of such Fund's trustee, or an officer of Fidelity Capital Structure Corp., as the case may be, a certificate setting forth: (a) the names, titles, signatures and scope of authority of all persons authorized to give Proper Instructions or any other notice, request, direction, instruction, certificate or instrument on behalf of such Fund (collectively, the "Authorized Persons" and individually, an "Authorized Person"); and (b) the names, titles and signatures of those persons authorized to issue Special Instructions. Such certificate may be accepted and relied upon by the Custodian as conclusive evidence of the facts set forth therein and shall be considered to be in full force and effect until delivery to the Custodian of a similar certificate to the contrary. Upon delivery of a certificate which deletes the name(s) of a person previously authorized by a Fund to give Proper Instructions or to issue Special Instructions, such persons shall no longer be considered an Authorized Person or authorized to issue Special Instructions for that Fund.

Section 3.03 Persons Having Access to Assets of the Portfolios. Notwithstanding anything to the contrary contained in this Agreement, no Authorized Person, an appointee of the trustee or the manager of the Funds, an appointee of Fidelity or Fidelity Capital Structure Corp., or any of their respective officers, employees or agents shall have physical access to the assets of any Portfolio of that Fund by the Custodian nor shall the Custodian deliver any assets of a Portfolio for delivery to an account of such person; provided, however, that nothing in this Section 3.03 shall prohibit (a) any Authorized Person from giving Proper Instructions, or any person authorized to issue Special Instructions from issuing Special Instructions, so long as such action does not result in delivery of or access to assets of any Portfolio prohibited by this Section 3.03; or (b) each Fund's auditors from examining or reviewing the assets of the Portfolios of the Fund held by the Custodian. Each Fund shall deliver to the Custodian a written certificate identifying such Authorized Persons of such Fund.

Section 3.04 Actions of Custodian Based on Proper Instructions and Special Instructions. So long as and to the extent that the Custodian acts in accordance with (a) Proper Instructions or Special Instructions, as the case may be, and (b) the terms of this Agreement, the Custodian shall not be responsible for the title, validity or genuineness of any property, or evidence of title thereof, received by it or delivered by it pursuant to this Agreement.

Section 3.05 Errors, Omissions in Instructions. Any Proper Instructions or Special Instructions shall, as against a Fund, Fidelity and/or Fidelity Capital Structure Corp. and in

favour of the Custodian and or an agent, be conclusively deemed to be Proper Instructions or Special Instructions, as the case may be, for the purposes of this Agreement notwithstanding any error in the transmission thereof or that such Proper Instructions or Special Instructions may not be genuine, if believed by the Custodian acting in good faith, to be genuine. Provided however that the Custodian may in its discretion decline to act upon any such instructions:

- (i) that are insufficient or incomplete; or
- (ii) that are not received by the Custodian in sufficient time to give effect to such Proper Instructions or Special Instructions; or
- (iii) where the Custodian has reasonable grounds for concluding that the same have not been accurately transmitted or are not genuine.

If the Custodian declines to give effect to any Proper Instructions or Special Instructions for any reason set out in the preceding sentence, they shall notify the party purporting to give the Proper Instructions or Special Instruction forthwith after they so decline.

Section 3.06 No Duty. The Custodian shall be under no duty or obligation to question any Proper Instruction or Special Instruction, as the case may be, to review any cash, securities or other assets it holds for a Portfolio, to make any suggestions with respect to the investment and reinvestment of assets of a Portfolio, or to evaluate or question the performance of any Authorized Person. The Custodian shall not have any duty or responsibility under any agreement to which it is not an express party to notwithstanding that express or implied reference is made to such agreement herein. The Custodian shall be fully protected in acting in accordance with Proper Instructions or Special Instructions or for failing to act in the absence of Proper Instructions or Special Instructions.

Section 3.07 Delivery of Proper Instructions or Special Instructions. Any Proper Instruction or Special Instruction delivered personally, transmitted by facsimile or other electronic means of written communication or telephonic or oral instructions given during normal business hours shall be deemed to have been given and received on the date and time of delivery (provided that such day is a Business Day and, if not, on the next following Business Day); and any such communication received after normal business hours shall be deemed to have been given and received at the opening of business on the first Business Day following the day of delivery.

ARTICLE 4 SUBCUSTODIANS

The Custodian may, from time to time, in accordance with the relevant provisions of this Article 4, appoint one or more Domestic Subcustodians, Foreign Subcustodians, and Special Subcustodians (that may be affiliates of the Custodian) to act on behalf of a Portfolio, provided such appointments are permitted under NI 81-102 and the agreements with such parties comply with the requirements of NI 81-102. For purposes of this Agreement, all duly appointed

Domestic Subcustodians, Foreign Subcustodians, and Special Subcustodians are hereinafter referred to collectively, as “Subcustodians”.

Section 4.01 Domestic Subcustodians. The Custodian may, at any time and from time to time, appoint any entity meeting the requirements of NI 81-102 or such other requirements as the CSA may establish, or exempted from such requirements by the CSA, to act on behalf of one or more Portfolios as a subcustodian for purposes of holding cash, securities and other assets of such Portfolios and performing other functions of the Custodian within Canada (a “Domestic Subcustodian”); provided, that, the Custodian shall notify each applicable Fund in writing of the identity and qualifications of any proposed Domestic Subcustodian at least thirty (30) days prior to appointment of such Domestic Subcustodian, and such Fund may, in its sole discretion, by written notice to the Custodian executed by an Authorized Person disapprove of the appointment of such Domestic Subcustodian. If, following notice by the Custodian to each applicable Fund regarding appointment of a Domestic Subcustodian and the expiration of thirty (30) days after the date of such notice, such Fund shall have failed to notify the Custodian of its disapproval thereof, the Custodian may, in its discretion, appoint such proposed Domestic Subcustodian as its subcustodian. The Custodian and the Funds hereby consent to the appointment of Domestic Subcustodians initially as designated in Appendix “C” hereto and subsequently, subject to the right to object to the appointment as stated above, to such Domestic Subcustodians as are notified by the Custodian to Fidelity and Fidelity Capital Structure Corp. in writing or electronically, as described above, from time to time.

Section 4.02 Foreign Subcustodians. The Custodian may, at any time and from time to time, appoint any entity meeting the requirements of NI 81-102 or such other requirements as the CSA may establish, or exempted from such requirements by the CSA, to act as a subcustodian for purposes of holding cash, securities and other assets of one or more Portfolios and performing other functions of the Custodian in countries other than Canada if such appointment is appropriate to facilitate portfolio transactions outside Canada (a “Foreign Subcustodian”). The Custodian and the Funds hereby consent to the appointment of the Foreign Subcustodians initially as designated in Appendix “C” hereto and agree to consent to the appointment of each subsequent Foreign Subcustodian in accordance with the requirements of NI 81-102. Each Fund shall be responsible for informing the Custodian sufficiently in advance of a proposed investment by one of its Portfolios which is to be held in a country in which no Foreign Subcustodian is authorized to act, in order that there shall be sufficient time for the Custodian to effect the appropriate arrangements with a proposed foreign subcustodian, including obtaining approval as provided in this Section 4.02.

Section 4.03 Special Subcustodians. Upon receipt of Special Instructions and evidence that such entity meets the requirements of NI 81-102 and such other requirements of the CSA as may relate to the eligibility of subcustodians, the Custodian shall, on behalf of one or more Portfolios, appoint one or more entities designated in such Special Instructions (provided they meet the requirements imposed by NI 81-102 or such other requirements as the CSA may establish or are otherwise exempted from such requirements by the CSA) to act as a subcustodian for purposes of: (i) effecting third-party repurchase transactions with banks, brokers, dealers or other entities through the use of a common custodian or subcustodian;

(ii) establishing a joint trading account for the applicable Portfolio(s) and other mutual funds or open-end management investment companies for which one or more affiliates of Fidelity Investments Canada ULC serve as investment adviser, through which such Portfolios and such other mutual funds or investment companies shall collectively participate in certain repurchase transactions or investments in other short-term cash equivalent instruments; (iii) providing depository and clearing agency services with respect to certain variable rate demand note securities; (iv) permitting the Funds to participate in any securities lending program offered by the Special Subcustodian; and (v) effecting any other transactions designated by each applicable Fund in Special Instructions. Each such designated subcustodian is hereinafter referred to as a “Special Subcustodian”. Each such duly appointed Special Subcustodian shall be listed on Appendix “C” attached hereto, as it may be amended from time to time in accordance with the provisions of Section 9.06(c) hereof. The Custodian and the Fund hereby consent to the appointment of any Special Subcustodian duly appointed in accordance with this Section 4.03. In connection with the appointment of any Special Subcustodian, the Custodian shall enter into a subcustodian agreement with the Special Subcustodian in form and substance approved by each applicable Fund, provided that such agreement shall in all events comply with the provisions of NI 81-102 and the terms and provisions of this Agreement. The Custodian shall not amend any subcustodian agreement entered into with a Special Subcustodian, or agree to change or permit any changes thereunder, or waive any rights under such agreement, except upon prior approval pursuant to Special Instructions.

Section 4.04 Termination of a Subcustodian. The Custodian shall (i) cause each Domestic Subcustodian and Foreign Subcustodian to, and (ii) use its best efforts to cause each Special Subcustodian to, perform all of its obligations in accordance with the terms and conditions of the subcustodian agreement between the Custodian and such Subcustodian. In the event that the Custodian is unable to cause such Subcustodian to fully perform its obligations thereunder, the Custodian shall forthwith, upon the receipt of Special Instructions, terminate such Subcustodian with respect to each applicable Fund and, if necessary or desirable, appoint a replacement Subcustodian in accordance with the provisions of Section 4.01 or Section 4.02, as the case may be. In addition to the foregoing, the Custodian (A) may, at any time in its discretion, upon written notification to each applicable Fund, terminate any Domestic Subcustodian or Foreign Subcustodian, and (B) shall, upon receipt of Special Instructions, terminate any Subcustodian with respect to each applicable Fund, in accordance with the termination provisions under the applicable subcustodian agreement.

Section 4.05 Periodic Review. The Custodian shall review on a periodic basis, not less frequently than annually, all custodial and subcustodial arrangements to ensure that such arrangements comply with the guidelines and provisions of Part 6 of NI 81-102, to make reasonable enquiries as to whether its subcustodians are permitted subcustodians under NI 81-102, and agrees to make or cause to be made any changes as may be necessary to ensure that this Agreement and all subcustodian contracts are in compliance with Part 6 of NI 81-102 and that subcustodians are qualified subcustodians under NI 81-102.

Section 4.06 Annual Advice. The Custodian shall not more than 60 days following the end of each financial year of a Fund as set out in Appendix “A” hereto or in the case of a class or

series of shares of the Fidelity Capital Structure Corp no more than 60 days following the financial year end of the Corporation as set out in Appendix “B” hereto, advise Fidelity and Fidelity Capital Structure Corp. in writing of the names and addresses of all subcustodians of the Fund, whether the Agreement and subcustody contracts of subcustodians appointed by the Custodian comply with Part 6 of NI 81-102 and to the best of the knowledge and belief of the Custodian, the subcustodian appointed by the Custodian comply with the requirements of Section 6.2 and 6.3 of NI 81-102. Each Fund shall advise the Custodian within sixty days of the execution of this Agreement or the relevant amendment hereto pursuant to which it becomes bound by this Agreement of the financial year end of such Fund and shall thereafter notify the Custodian upon any change in the financial year end of the Fund. The Custodian acknowledges and agrees that copies of such reports shall be filed by Fidelity or Fidelity Capital Structure Corp. with Canadian securities regulatory authorities from time to time.

Section 4.07 Certification Regarding Foreign Subcustodians. Upon request of a Fund, the Custodian shall deliver to such Fund a certificate stating: (i) the identity of each Foreign Subcustodian then acting on behalf of the Custodian for such Fund and its Portfolios; (ii) the countries in which and the securities depositories and clearing agents through which each such Foreign Subcustodian is then holding cash, securities and other assets of any Portfolio of such Fund; and (iii) such other information as may be requested by such Fund to ensure compliance with NI 81-102.

ARTICLE 5 STANDARD OF CARE; INDEMNIFICATION

Section 5.01 Standard of Care.

(a) General Standard of Care. In carrying out all of its duties and obligations under this Agreement, the Custodian shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances (or at least the same degree of care it exercises with respect to its own property of a similar kind, if that is a higher degree of care) and shall be liable to each Fund for all loss, damage and expense suffered or incurred by such Fund or its Portfolios resulting from the failure of the Custodian to exercise such standard of care.

(b) Actions Prohibited by Applicable Law, Etc. In no event shall the Custodian incur liability hereunder if the Custodian or any Subcustodian or Securities System or Eligible Foreign Depository, or any subcustodian, securities depository or securities system utilized by any such Subcustodian, or any nominee of the Custodian or any Subcustodian (individually, a “Person”) is prevented, forbidden or delayed from performing, or omits to perform, any act or thing which this Agreement provides shall be performed or omitted to be performed, by reason of: (i) any provision of any present or future law or regulation or order of Canada, or any province or territory thereof, or of any foreign country, or political subdivision thereof or of any court of competent jurisdiction; or (ii) any act of God or war or other similar circumstance beyond the control of the Custodian, unless, in each case, such delay or nonperformance is caused by (A) the negligence, fraud, wilful default, misfeasance, misconduct of, or, in the case of the Custodian or a Subcustodian, breach of the standard of care set forth in Section 5.01(a) by, the applicable

Person, or (B) a malfunction or failure of equipment operated or utilized by the applicable Person other than a malfunction or failure beyond such Person's control and which could not reasonably be anticipated and/or prevented by such Person.

(c) Mitigation by Custodian. Upon the occurrence of any event which causes or may cause any loss, damage or expense to any Fund or Portfolio (i) the Custodian shall cause any applicable Domestic Subcustodian or Foreign Subcustodian to, and (ii) the Custodian shall use its best efforts to cause any applicable Special Subcustodian to, in each case use all commercially reasonable efforts and take all reasonable steps under the circumstances to mitigate the effects of such event and to avoid continuing harm to the Funds and the Portfolios.

(d) Advice of Counsel. The Custodian shall be entitled to receive and act upon advice of counsel on all matters. The Custodian shall be without liability for any action reasonably taken or omitted in good faith pursuant to the advice of (i) counsel for the applicable Fund or Funds, or (ii) at the expense of the Custodian, such other counsel as the applicable Fund(s) and the Custodian may agree upon; provided, however, with respect to the performance of any action or omission of any action upon such advice, the Custodian shall be required to conform to the standard of care set forth in Section 5.01(a).

(e) Expenses of the Funds. In addition to the liability of the Custodian under this Article 5, the Custodian shall be liable to each applicable Fund for all reasonable costs and expenses incurred by such Fund in connection with any claim by such Fund against the Custodian arising from the obligations of the Custodian hereunder, including, without limitation, all reasonable legal fees and expenses incurred by such Fund in asserting any such claim, and all expenses incurred by such Fund in connection with any investigations, lawsuits or proceedings relating to such claim; provided, that such Fund has recovered from the Custodian for such claim.

(f) Liability for Past Records. The Custodian shall have no liability in respect of any loss, damage or expense suffered by a Fund, insofar as such loss, damage or expense arises from the performance of the Custodian's duties hereunder by reason of the Custodian's reliance upon records that were maintained for such Fund by entities other than the Custodian prior to the Custodian's appointment as custodian for such Fund.

Section 5.02 Liability of Custodian for Actions of Other Persons.

(a) Subcustodians. The Custodian shall be liable for the actions or omissions of any Domestic Subcustodian, any Foreign Subcustodian, its nominee or of any other agent appointed by the Custodian, in each case, to the same extent as if such action or omission were performed by the Custodian itself. In the event of any loss, damage or expense suffered or incurred by a Fund caused by or resulting from the actions or omissions of any Domestic Subcustodian, any Foreign Subcustodian, its nominee or of any other agent appointed by the Custodian, for which the Custodian would otherwise be liable, the Custodian shall promptly reimburse such Fund in the amount of any such loss, damage or expense.

(b) Special Subcustodians. Notwithstanding the provisions of Section 5.01 to the contrary and except as otherwise provided in any subcustodian or custodian agreement to which the Custodian, a Fund and any Special Subcustodian are parties, the Custodian shall not be liable to a Fund for any loss, damage or expense suffered or incurred by such Fund or any of its Portfolios resulting from the actions or omissions of a Special Subcustodian, unless such loss, damage or expense is caused by, or results from, the negligence, fraud, wilful default, misfeasance or misconduct of, or breach of the standard of care set forth in Section 5.01(a) by, the Custodian; provided, however, that in the event of any such loss, damage or expense, the Custodian shall take all reasonable steps to enforce such rights as it may have against any Special Subcustodian to protect the interests of the Funds and the Portfolios.

(c) Securities Systems and Eligible Foreign Depositories. Notwithstanding the provisions of Section 5.01 to the contrary, the Custodian shall not be liable to a Fund for any loss, damage or expense suffered or incurred by such Fund or any of its Portfolios resulting from the use by the Custodian of a Securities System or Eligible Foreign Depository, unless such loss, damage or expense is caused by, or results from, the negligence, fraud, wilful default, misfeasance or misconduct of, or breach of the standard of care set forth in Section 5.01(a) by, the Custodian; provided, however, that in the event of any such loss, damage or expense, the Custodian shall take all reasonable steps to enforce such rights as it may have against the Securities System or Eligible Foreign Depository to protect the interests of the Funds and the Portfolios.

(d) Reimbursement of Expenses. Each Fund agrees to reimburse the Custodian for all reasonable out-of-pocket expenses incurred by the Custodian on behalf of such Fund in connection with the fulfillment of its obligations under this Section 5.02; provided, however, that such reimbursement shall not apply to expenses occasioned by or resulting from the negligence, fraud, wilful default, misfeasance, misconduct of, or breach of the standard of care set forth in Section 5.01(a) by the Custodian.

Section 5.03 Indemnification.

(a) Indemnification Obligations.

(i) By the Funds. Subject to the limitations set forth in this Agreement, each Fund severally and not jointly agrees to indemnify and hold harmless the Custodian, State Street Bank and Trust Company and their respective nominees from all loss, damage and expense (including reasonable legal fees and expenses) suffered or incurred by the Custodian or its nominee caused by or arising from actions taken by the Custodian on behalf of such Fund in the performance of its duties and obligations under this Agreement or for the actions of Special Subcustodians; provided, however, that such indemnity shall not apply to loss, damage and expense occasioned by or resulting from the negligence, fraud, wilful default, misfeasance or misconduct of, or breach of the standard of care set forth in Section 5.01(a) by, the Custodian or its nominee, which term shall not include a Special Subcustodian. A Fund shall not incur the cost of any

portion of liability insurance that insures the Custodian for a liability, except to the extent that the Custodian may be indemnified for that liability pursuant to this Section. In addition, each Fund agrees severally and not jointly to indemnify any Person against any liability incurred by reason of taxes assessed to such Person resulting from the fact that securities and other property of such Fund's Portfolios are registered in the name of such Person; provided, however, that in no event shall such indemnification be applicable to income, franchise or similar taxes which may be imposed or assessed against such Person.

- (ii) By the Custodian and State Street Bank and Trust Company. The Custodian and State Street Bank and Trust Company shall jointly and severally indemnify and hold harmless the Funds, the manager of the Funds, Fidelity and Fidelity Capital Structure Corp. and agree to be jointly and severally liable in respect of all loss, damage or expense arising out of any negligence, fraud, wilful default, misfeasance or misconduct of, or breach of the standard of care set forth in Section 5.01(a) by the Custodian or its agent or nominee (which term shall not include a Special Subcustodian). Fidelity agrees to hold in trust the benefits of such indemnity for any indemnified party that is not a party to this Agreement.

(b) Notice of Litigation, Right to Prosecute, Etc. No Fund nor the Custodian nor State Street Bank and Trust Company (each, an "Indemnifying Party") shall be liable for indemnification under this Section 5.03 unless a Person shall have promptly notified such party in writing of the commencement of any litigation or proceeding brought against such Person in respect of which indemnity may be sought under this Section 5.03. With respect to claims in such litigation or proceedings for which indemnity may be sought and subject to applicable law and the ruling of any court of competent jurisdiction, such Indemnifying Party shall be entitled to participate in any such litigation or proceeding and, after written notice from such Indemnifying Party to any Person, such Indemnifying Party may assume the defence of such litigation or proceeding with counsel of its choice at its own expense in respect of that portion of the litigation for which such Indemnifying Party may be subject to an indemnification obligation; provided, however, a Person shall be entitled to participate in (but not control) at its own cost and expense, the defence of any such litigation or proceeding if such Indemnifying Party has not acknowledged in writing its obligation to indemnify the Person with respect to such litigation or proceeding. If such Indemnifying Party is not permitted to participate or control such litigation or proceeding under applicable law or by a ruling of a court of competent jurisdiction, such Person shall reasonably prosecute such litigation or proceeding. A Person shall not consent to the entry of any judgment or enter into any settlement in any such litigation or proceeding without providing each applicable Indemnifying Party with adequate notice of any such settlement or judgment, and without each such Indemnifying Party's prior written consent. All Persons shall submit written evidence to each applicable Indemnifying Party with respect to any cost or expense for which they are seeking indemnification in such form and detail as such Indemnifying Party may reasonably request.

Section 5.04 Funds Not Liable for Liabilities of Other Funds. Notwithstanding any other provision of this Agreement, the Custodian's recourse against any Fund with respect to any indebtedness, obligations or liabilities of such Fund, shall be limited solely to the Portfolio Assets of such Fund and not to the Portfolio Assets of any other Fund.

Section 5.05 Fund's Right to Proceed. Notwithstanding anything to the contrary contained herein, each Fund shall have, at its election upon reasonable notice to the Custodian, the right to enforce, to the extent permitted by any applicable agreement and applicable law, the Custodian's rights against any Subcustodian, Securities System or Eligible Foreign Depository, or other Person for loss, damage or expense caused such Fund by such Subcustodian, Securities System, Eligible Foreign Depository, or other Person, and shall be entitled to enforce the rights of the Custodian with respect to any claim against such Subcustodian, Securities System, Eligible Foreign Depository, or other Person, which the Custodian may have as a consequence of any such loss, damage or expense, if and to the extent that such Fund has not been made whole for any such loss or damage. If the Custodian makes such Fund whole for any such loss or damage, the Custodian shall retain the ability to enforce its rights directly against such Subcustodian, Securities System or Eligible Foreign Depository, or other Person. Upon such Fund's election to enforce any rights of the Custodian under this Section 5.05, such Fund shall reasonably prosecute all actions and proceedings directly relating to the rights of the Custodian in respect of the loss, damage or expense incurred by such Fund; provided that, so long as such Fund has acknowledged in writing its obligation to indemnify the Custodian under Section 5.03 hereof with respect to such claim, such Fund shall retain the right to settle, compromise and/or terminate any action or proceeding in respect of the loss, damage or expense incurred by such Fund without the Custodian's consent and provided further, that if such Fund has not made an acknowledgement of its obligation to indemnify, such Fund shall not settle, compromise or terminate any such action or proceeding without the written consent of the Custodian, which consent shall not be unreasonably withheld or delayed. The Custodian agrees to cooperate with each Fund and take all actions reasonably requested by such Fund in connection with such Fund's enforcement of any rights of the Custodian. Each Fund agrees to reimburse the Custodian for all reasonable out-of-pocket expenses incurred by the Custodian on behalf of such Fund in connection with the fulfillment of its obligations under this Section 5.05; provided, however, that such reimbursement shall not apply to expenses occasioned by or resulting from the negligence, fraud, wilful default, misfeasance or misconduct of, or breach of the standard of care set forth in Section 5.01(a) by, the Custodian.

ARTICLE 6 COMPENSATION

On behalf of each of its Portfolios, each Fund shall compensate the Custodian in an amount, and at such times, as may be agreed upon in writing, from time to time, by the Custodian and such Fund.

No Fund shall be liable to pay any fees to the Custodian or its Subcustodians for the transfer of beneficial ownership of assets of a Portfolio other than for safekeeping and administrative services in connection with acting as custodian or subcustodian.

ARTICLE 7
TERMINATION

Section 7.01 Termination of Agreement as to One or More Funds. With respect to each Fund, this Agreement shall continue in full force and effect until the first to occur of: (a) termination by the Custodian by an instrument in writing delivered or mailed to such Fund, such termination to take effect not sooner than one hundred and eighty (180) days after the date of such delivery; (b) termination by such Fund by an instrument in writing delivered or mailed to the Custodian, such termination to take effect not sooner than thirty (30) days after the date of such delivery; (c) termination by such Fund by written notice delivered to the Custodian, based upon such Fund's determination that there is a reasonable basis to conclude that the Custodian is insolvent or that the financial condition of the Custodian is deteriorating in any material respect, in which case termination shall take effect upon the Custodian's receipt of such notice or at such later time as such Fund shall designate; (d) immediately by such Fund or the Custodian if all of the assets of such Fund, in the case of the Fund, or the operating assets of the Custodian required to carry out its duties and obligations hereunder, in the case of the Custodian, shall become liable to seizure or confiscation by any public or governmental authority; or (e) immediately without notice if the Custodian has ceased to be qualified to act as a custodian of the Fund under the provisions of applicable law. In the event of termination pursuant to this Section 7.01 by any Fund (a "Terminating Fund"), each Terminating Fund shall make payment of all accrued fees and unreimbursed expenses with respect to such Terminating Fund within a reasonable time following termination and delivery of a statement to the Terminating Fund setting forth such fees and expenses. Each Terminating Fund shall identify in any notice of termination a successor custodian or custodians to which the cash, securities and other assets of its Portfolios shall, upon termination of this Agreement with respect to such Terminating Fund, be delivered. In the event that no written order designating a successor custodian and no Proper Instructions shall have been delivered to the Custodian on or before the date when such termination shall become effective, the Custodian shall have the right to deliver the Portfolio Assets then held by it hereunder (a) into a court of competent jurisdiction; (b) as may be directed by such court of competent jurisdiction; or (c) in the case of the Portfolio Assets of the Mutual Fund Trusts, to Fidelity, and in the case of the Portfolio Assets of the Corporate Funds, to Fidelity Capital Structure Corp. In the event that securities and other assets of such Terminating Fund's Portfolios remain in the possession of the Custodian after the date of termination of this Agreement with respect to such Terminating Fund owing to failure of the Terminating Fund to appoint a successor custodian, the Custodian shall be entitled to compensation for its services in accordance with the fee schedule most recently in effect, for such period as the Custodian retains possession of such securities and other assets, and the provisions of this Agreement relating to the duties and obligations of the Custodian and the Terminating Fund shall remain in full force and effect. In the event of the appointment of a successor custodian, it is agreed that the cash, securities and other property owned by a Terminating Fund and held by the Custodian, any Subcustodian or nominee shall be delivered to the successor custodian; and the Custodian agrees to cooperate with such Terminating Fund in the execution of documents and performance of other actions necessary or desirable in order to substitute the successor custodian for the Custodian under this Agreement, including without limitation: (y) the Custodian shall provide all such Fund information obtained by the Custodian that would assist the Terminating Fund in

transferring its Portfolios to a successor custodian; and (z) the Custodian shall take such further and other steps as may be necessary or advisable to effect a harmonious transfer to a successor custodian.

Section 7.02 Termination as to One or More Portfolios. This Agreement may be terminated as to one or more of a Fund's Portfolios (but less than all of its Portfolios) by delivery of an amended Appendix "A" or Appendix "B" deleting such Portfolios pursuant to Section 9.06(b) hereof, in which case termination as to such deleted Portfolios shall take effect thirty (30) days after the date of such delivery. The execution and delivery of an amended Appendix "A" or Appendix "B" which deletes one or more Portfolios shall constitute a termination of this Agreement only with respect to such deleted Portfolio(s), shall be governed by the preceding provisions of Section 7.01 as to the identification of a successor custodian and the delivery of cash, securities and other assets of the Portfolio(s) so deleted, and shall not affect the obligations of the Custodian and any Fund hereunder with respect to the other Portfolios set forth in Appendix "A" and Appendix "B", as amended from time to time.

ARTICLE 8 DEFINED TERMS

The following terms are defined in the following sections:

<u>Term</u>	<u>Section</u>
Account	2.23(1)
ADRs	2.06
Authorized Person(s)	3.02
Bank Accounts	2.21(a)
Banking Institution	2.12
Business Day	Appendix "E"
CDS	2.23
Collateral Control Agreement	2.10
CSA	2.26
Dealer's Margin Account	2.09
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ARTICLE 9
MISCELLANEOUS

Section 9.01 Execution of Documents, Etc.

(a) Actions by each Fund. Upon request, each Fund shall execute and deliver to the Custodian such proxies, powers of attorney or other instruments as may be reasonable and necessary or desirable in connection with the performance by the Custodian or any Subcustodian of their respective obligations to such Fund under this Agreement or any applicable subcustodian agreement with respect to such Fund, provided that the exercise by the Custodian or any Subcustodian of any such rights shall in all events be in compliance with the terms of this Agreement.

(b) Actions by Custodian. Upon receipt of Proper Instructions, the Custodian shall execute and deliver to each applicable Fund or to such other parties as such Fund(s) may designate in such Proper Instructions, all such documents, instruments or agreements as may be reasonable and necessary or desirable in order to effectuate any of the transactions contemplated hereby.

Section 9.02 Representative Capacity; Nonrecourse Obligations. The obligations of this Agreement are not binding upon the trustee or the manager of the Funds, Fidelity, Fidelity Capital Structure Corp. or their respective directors, officers, employees or agents, or securityholders of any Fund individually, but are binding only upon the assets and property of each Fund's respective Portfolios. The Custodian agrees that no securityholder of any Fund or the trustee or the manager of the Funds, Fidelity or Fidelity Capital Structure Corp. or their respective directors, officers, employees or agents may be held personally liable or responsible for any obligations of any Fund arising out of this Agreement.

Section 9.03 Several Obligations of the Funds and the Portfolios. With respect to any obligations of a Fund on behalf of any of its Portfolios arising out of this Agreement, including, without limitation, the obligations arising under Sections 2.29, 5.03, 5.05 and Article 6 hereof, the Custodian shall look for payment or satisfaction of any obligation solely to the assets and property of the Portfolio to which such obligation relates as though each Fund had separately contracted with the Custodian by separate written instrument with respect to each of its Portfolios.

Section 9.04 Representations and Warranties.

(a) Representations and Warranties of Each Fund. Each Fund hereby severally and not jointly represents and warrants that each of the following shall be true, correct and complete with respect to each Fund at all times during the term of this Agreement: (i) the Fund is duly organized under the laws of Ontario or Alberta and is an open-end mutual fund; and (ii) the execution, delivery and performance of this Agreement are (w) within its power, (x) have been duly authorized by all necessary action, and (y) will not (A) contribute to or result in a breach of or default under or conflict with any existing law, order, regulation or ruling of any governmental or regulatory agency or authority, or (B) violate any provision of the Fund's declaration of trust, corporate articles or other organizational document or any amendment thereof or any provision of its most recent prospectus documents.

(b) Representations and Warranties of the Custodian. The Custodian hereby represents and warrants to each Fund that each of the following shall be true, correct and complete at all times during the term of this Agreement: (i) the Custodian is duly organized and validly existing under the laws of its jurisdiction of organization and qualifies to act as a custodian to open-end mutual funds under the provisions of NI 81-102; (ii) the execution, delivery and performance by the Custodian of this Agreement are (w) within its power, (x) have been duly authorized by all necessary action, and (y) will not (A) contribute to or result in a breach of or default under or conflict with any existing law, order, regulation or ruling of any governmental or regulatory agency or authority, or (B) violate any provision of the Custodian's corporate charter, or other organizational document, or bylaws, or any amendment thereof; and (iii) any services to be delegated by the Custodian to an agent appointed pursuant to Section 1.03 may be properly delegated by a custodian, and carried out by an agent, under the requirements of applicable law.

Section 9.05 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Fund, on the one hand, and the Custodian, on the other, with respect to the subject matter hereof and accordingly, supersedes as of the effective date of this Agreement any custodian agreement heretofore in effect between each Fund and the Custodian.

Section 9.06 Waivers and Amendments. No provision of this Agreement may be waived, amended or terminated except by a statement in writing signed by the party against which enforcement of such waiver, amendment or termination is sought; provided, however: (a) Appendix "A" and Appendix "B" listing the Portfolios of each Fund for which the Custodian serves as custodian may be amended from time to time to add one or more Funds or Portfolios for one or more Funds, by each applicable Fund's execution and delivery to the Custodian of an

amended Appendix "A" or Appendix "B", and the execution of such amended Appendix by the Custodian, in which case such amendment shall take effect immediately upon execution by the Custodian; (b) Appendix "A" or Appendix "B" may be amended from time to time to delete one or more Funds or Portfolios (but less than all of the Portfolios) of one or more of the Funds, by each applicable Fund's execution and delivery to the Custodian of an amended Appendix "A" or Appendix "B", in which case such amendment shall take effect thirty (30) days after such delivery, unless otherwise agreed by the Custodian and each applicable Fund in writing; (c) Appendix "C" listing Domestic Subcustodians, Foreign Subcustodians, Special Subcustodians and Eligible Foreign Depositories may be amended from time to time to add or delete one or more Domestic Subcustodians, Foreign Subcustodians, Special Subcustodians or Eligible Foreign Depositories for a Fund or Funds by each applicable Fund's execution and delivery to the Custodian of an amended Appendix "C", in which case such amendment shall take effect immediately upon execution by the Custodian; (d) Appendix "D" listing the Transfer Agent Accounts and Foreign Exchange Accounts for which the Custodian serves as custodian may be amended from time to time to add or delete one or more Bank Accounts, by each applicable Fund's or Portfolio's execution and delivery to the Custodian of an amended Appendix "D" and the execution of such amended Appendix by the Custodian, in which case such amendment shall take effect immediately upon execution by the Custodian; and (e) Appendix "E" setting forth the procedures relating to the Custodian's security interest with respect to each Fund may be amended only by an instrument in writing executed by each applicable Fund and the Custodian.

Section 9.07 Interpretation. In connection with the operation of this Agreement, the Custodian and any Fund may agree in writing from time to time on such provisions interpretative of or in addition to the provisions of this Agreement with respect to such Fund as may in their joint opinion be consistent with the general tenor of this Agreement. No interpretative or additional provisions made as provided in the preceding sentence shall be deemed to be an amendment of this Agreement or affect any other Fund.

Section 9.08 Captions. Headings contained in this Agreement, which are included as convenient references only, shall have no bearing upon the interpretation of the terms of the Agreement or the obligations of the parties hereto.

Section 9.09 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Ontario and the laws of Canada applicable therein without giving effect to principles of conflicts of law.

Section 9.10 Notices. Except in the case of Proper Instructions or Special Instructions, notices and other writings contemplated by this Agreement shall be delivered by hand or by facsimile transmission (provided that in the case of delivery by facsimile transmission, notice shall also be mailed postage prepaid) to the parties at the following addresses:

- (a) If to any Fund:

Fidelity Investments Canada ULC
483 Bay Street, Suite 300

Toronto, Ontario
M5G 2N7
Attn: Fund Treasurer
Telephone: (416) 307-5230
Facsimile: (416) 307-5535

(b) If to Fidelity Capital Structure Corp.:

407 2nd Street S.W.
Suite 1100
Calgary, Alberta
T2P 2Y3
Attn: Chief Executive Officer
Telephone: (403) 269-6827
Facsimile: (403) 269-6896

(c) If to the Custodian:

State Street Trust Company Canada c/o
State Street Bank and Trust Company
Lafayette Corporate Center
2 Avenue de Lafayette
Boston, MA 02111
U.S.A.
Attn : Gus Bonavita, Vice President
Telephone : (617) 662-3839
Facsimile: (617) 956-5674

or to such other address as a Fund or the Custodian may have designated in writing to the other. Any such notices or other writings (other than Proper Instructions or Special Instructions) delivered personally or transmitted by facsimile during normal business hours shall be deemed to have been given and received on the date and time of delivery (provided that such day is a Business Day and, if not, on the next following Business Day); and any such communication received after normal business hours shall be deemed to have been given and received at the opening of business on the first Business Day following the day of delivery.

Section 9.11 Assignment. This Agreement shall be binding on and shall inure to the benefit of each Fund severally and the Custodian and their respective successors and assigns, provided that, subject to the provisions of Section 7.01 hereof, neither the Custodian nor any Fund may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

Section 9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. With respect to each Fund, this Agreement shall become effective when one or more counterparts have been signed and delivered by such Fund and the Custodian.

Section 9.13 Consent to Recording. Each Fund and the Custodian hereby agree that each may electronically record all telephonic conversations between them and that any such recordings may be submitted in evidence in any proceedings relating to this Agreement.

Section 9.14 Confidentiality. The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. For greater certainty and without limiting the generality of the foregoing, only employees of departments that are being utilized by the Custodian to provide services to the Funds shall have access to information about the Funds, Fidelity and/or Fidelity Capital Structure Corp. This access will be on a "need to know" basis necessary to carry out their functions as may concern the Funds. The foregoing shall not be applicable to: (a) information that is required to be disclosed by judicial or administrative process or otherwise by applicable law or regulation (provided that the party intending to disclose information pursuant to any such requirement shall provide written notice to the other party as far in advance of making such disclosure as practicable, but only to the extent such notice is permissible), (b) information that is publicly available when disclosed (other than information that becomes publicly available through a breach of this Agreement), (c) information that is required to be disclosed to any regulatory body having jurisdiction over the Custodian or any Subcustodian, or (d) information that is required to be disclosed to any auditor of the parties hereto or to proxy voting vendors, in either case, provided that such auditors or proxy voting vendors are subject, by law or agreement, to duties of confidentiality at least as extensive as those set forth in this Agreement. In addition, the Custodian shall record all Fund accounts held by the Custodian as beneficial owners objecting to disclosure of identities and holdings for securities law purposes and, to the extent permitted by law and any rules thereunder, shall limit its disclosure with respect to the Funds pursuant to such provisions to the approximate total number of such beneficial owners. The Custodian shall promptly notify the applicable Fund any time any information concerning such Fund is disclosed by the Custodian or any Subcustodian to any third party if such disclosure is made in violation of the foregoing provisions of this Section 9.14. Any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by any bank examiner of the Custodian or any Subcustodian, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

Section 9.15 Survival of Obligations. The provisions of Sections 2.29, 3.04, 7.01, 9.01, 9.02, 9.03, 9.09, 9.14, Article 5, Article 6 hereof and any other rights or obligations incurred or accrued by any party hereto prior to termination of this Agreement shall survive any termination of this Agreement.

Section 9.16 Additional Services. If the Funds engage the Custodian to provide any custodial services in addition to the services described herein, the terms of this Agreement shall govern the provision of such services, unless otherwise agreed to by the parties in writing.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in its name and behalf on the day and year first above written.

FIDELITY INVESTMENTS CANADA ULC, in its capacity as trustee of each of the Mutual Funds Trusts Listed on Appendix "A" attached hereto, on behalf of each of their respective portfolios

FIDELITY CAPITAL STRUCTURE CORP.

By: "Robert Strickland"
Name: Robert Strickland
Title: President

By: "Gordon Thomson"
Name: Gordon Thomson
Title: CEO

STATE STREET TRUST COMPANY CANADA

STATE STREET BANK AND TRUST COMPANY (solely for purposes of Section 5.03)

By: "Descia Milinkovich"
Name: Descia Milinkovich
Title: Vice President

By: "Descia Milinkovich"
Name: Descia Milinkovich
Title: Vice President

By: "Stephen Korczak"
Name: Stephen Korczak
Title: Vice President

By: "Stephen Korczak"
Name: Stephen Korczak
Title: Vice President

APPENDIX “A”
dated as of November 9, 2023 to the
MASTER MUTUAL FUND CUSTODIAL SERVICES AGREEMENT
dated as of November 16, 2012

<u>LIST OF MUTUAL FUND TRUSTS</u>	<u>FINANCIAL YEAR-END</u>	<u>EFFECTIVE DATE</u>
Fidelity American Disciplined Equity® Fund	June 30 th	November 16, 2012
Fidelity American High Yield Currency Neutral Fund	June 30 th	November 30, 2012
Fidelity American High Yield Fund	June 30 th	November 16, 2012
Fidelity American Equity Fund	June 30 th	November 16, 2012
Fidelity AsiaStar® Fund	March 31 st	November 30, 2012
Fidelity Balanced Portfolio	June 30 th	November 30, 2012
Fidelity Canadian Asset Allocation Fund	June 30 th	November 30, 2012
Fidelity Canadian Balanced Fund	June 30 th	November 30, 2012
Fidelity Canadian Bond Fund	June 30 th	November 30, 2012
Fidelity Canadian Disciplined Equity® Fund	June 30 th	November 16, 2012
Fidelity Canadian Equity Multi-Asset Base Fund	June 30 th	November 30, 2012
Fidelity Canadian Growth Company Fund	June 30 th	November 16, 2012
Fidelity Canadian Large Cap Fund	June 30 th	November 16, 2012
Fidelity Canadian Money Market Fund	June 30 th	November 16, 2012
Fidelity Canadian Opportunities Fund	June 30 th	November 16, 2012
Fidelity Canadian Short Term Bond Fund	June 30 th	November 30, 2012
Fidelity China Fund	March 31 st	November 16, 2012
Fidelity ClearPath® 2005 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2010 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2015 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2020 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2025 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2030 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2035 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2040 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® 2045 Portfolio	June 30 th	November 30, 2012
Fidelity ClearPath® Income Portfolio	June 30 th	November 30, 2012

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
YEAR-END****EFFECTIVE
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Fidelity Concentrated Canadian Equity Multi-Asset Base Fund	June 30 th	November 30, 2012
Fidelity Concentrated Value Investment Trust	June 30 th	November 16, 2012
Fidelity Convertible Securities Multi-Asset Base Fund	June 30 th	November 30, 2012
Fidelity Corporate Bond Fund	June 30 th	November 30, 2012
Fidelity Dividend Fund	June 30 th	November 30, 2012
Fidelity Dividend Plus Fund	June 30 th	November 16, 2012
Fidelity Emerging Markets Debt Multi-Asset Base Fund	March 31 st	November 16, 2012
Fidelity Emerging Markets Equity Multi-Asset Base Fund	March 31 st	November 30, 2012
Fidelity Emerging Markets Fund	March 31 st	November 30, 2012
Fidelity Europe Fund	March 31 st	November 16, 2012
Fidelity Far East Fund	March 31 st	November 30, 2012
Fidelity Floating Rate High Income Multi-Asset Base Fund	June 30 th	November 16, 2012
Fidelity Global Asset Allocation Fund	March 31 st	November 30, 2012
Fidelity Global Balanced Portfolio	June 30 th	November 30, 2012
Fidelity Global Bond Currency Neutral Fund	March 31 st	November 30, 2012
Fidelity Global Bond Fund	March 31 st	November 30, 2012
Fidelity Global Consumer Industries Fund	March 31 st	November 30, 2012
Fidelity Global Disciplined Equity [®] Fund	March 31 st	November 30, 2012
Fidelity Global Dividend Fund	March 31 st	November 30, 2012
Fidelity Global Equity Investment Trust	June 30 th	November 30, 2012
Fidelity Global Financial Services Fund	March 31 st	November 16, 2012
Fidelity Global Fund	March 31 st	November 30, 2012
Fidelity Global Growth Portfolio	June 30 th	November 30, 2012
Fidelity Global Health Care Fund	March 31 st	November 30, 2012
Fidelity Global Income Portfolio	June 30 th	November 30, 2012
Fidelity Global Large Cap Fund	March 31 st	November 30, 2012
Fidelity Global Monthly Income Fund	March 31 st	November 30, 2012
Fidelity Global Natural Resources Fund	March 31 st	November 16, 2012
Fidelity Global Concentrated Equity Fund	March 31 st	November 30, 2012
Fidelity Global Real Estate Fund	March 31 st	November 16, 2012

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
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Fidelity Global Small Cap Fund	March 31 st	November 30, 2012
Fidelity Technology Innovators Fund	March 31 st	November 30, 2012
Fidelity Greater Canada Fund	June 30 th	November 16, 2012
Fidelity U.S. Focused Stock Fund	June 30 th	November 16, 2012
Fidelity Growth Portfolio	June 30 th	November 30, 2012
Fidelity High Income Commercial Real Estate Multi-Asset Base Fund	June 30 th	November 16, 2012
Fidelity Income Allocation Fund	June 30 th	November 30, 2012
Fidelity Income Portfolio	June 30 th	November 30, 2012
Fidelity International Disciplined Equity [®] Fund	March 31 st	November 30, 2012
Fidelity International Equity Investment Trust	June 30 th	November 30, 2012
Fidelity International Concentrated Equity Fund	March 31 st	November 16, 2012
Fidelity Japan Fund	March 31 st	November 16, 2012
Fidelity Frontier Emerging Markets Fund	March 31 st	November 16, 2012
Fidelity Monthly Income Fund	June 30 th	November 30, 2012
Fidelity NorthStar [®] Fund	March 31 st	November 30, 2012
Fidelity International Growth Fund	March 31 st	November 30, 2012
Fidelity Premium Fixed Income Private Pool	June 30 th	November 30, 2012
Fidelity Premium Money Market Private Pool	June 30 th	November 30, 2012
Fidelity Premium Tactical Fixed Income Private Pool	June 30 th	November 30, 2012
Fidelity Small Cap America Fund	June 30 th	November 16, 2012
Fidelity Special Situations Fund	June 30 th	November 16, 2012
Fidelity Tactical Fixed Income Fund	June 30 th	November 30, 2012
Fidelity Tactical Strategies Fund	March 31 st	November 30, 2012
Fidelity True North [®] Fund	June 30 th	November 16, 2012
Fidelity U.S. Dividend Currency Neutral Fund	June 30 th	November 30, 2012
Fidelity U.S. Dividend Fund	June 30 th	November 30, 2012
Fidelity U.S. Dividend Investment Trust	June 30 th	November 30, 2012
Fidelity U.S. Equity Investment Trust	June 30 th	November 30, 2012
Fidelity U.S. Money Market Fund	June 30 th	November 16, 2012

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
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Fidelity U.S. Monthly Income Fund	June 30 th	November 30, 2012
Fidelity U.S. Small/Mid-Cap Equity Multi-Asset Base Fund	June 30 th	November 16, 2012
Fidelity Global Dividend Investment Trust	March 31 st	January 22, 2013
Fidelity U.S. Dividend Registered Fund	June 30 th	January 22, 2013
Fidelity U.S. All Cap Fund	June 30 th	January 22, 2013
Fidelity Floating Rate High Income Fund	June 30 th	September 26, 2013
Fidelity U.S. Dividend Private Pool	June 30 th	September 26, 2013
Fidelity U.S. Growth and Income Private Pool	June 30 th	September 26, 2013
Fidelity Global High Yield Multi-Asset Base Fund	March 31 st	September 26, 2013
Fidelity U.S. Multi-Cap Multi-Asset Base Fund	June 30 th	September 26, 2013
Fidelity International Growth Multi-Asset Base Fund	March 31 st	September 26, 2013
Fidelity Canadian Focused Equity Multi-Asset Base Fund	March 31 st	May 15, 2014
Fidelity Tactical High Income Fund	March 31 st	May 15, 2014
Fidelity Tactical High Income Currency Neutral Fund	March 31 st	May 15, 2014
Fidelity NorthStar [®] Balanced Fund	March 31 st	May 15, 2014
Fidelity NorthStar [®] Balanced Currency Neutral Fund	March 31 st	May 15, 2014
Fidelity U.S. Monthly Income Currency Neutral Fund	March 31 st	May 15, 2014
Fidelity ClearPath [®] 2050 Portfolio	June 30 th	May 15, 2014
Fidelity ClearPath [®] 2055 Portfolio	June 30 th	May 15, 2014
Fidelity Floating Rate High Income Currency Neutral Fund	March 31 st	May 15, 2014
Fidelity Event Driven Opportunities Fund (merged into Fidelity Canadian Opportunities Fund)	June 30 th	October 29, 2014
Fidelity Conservative Income Private Pool	June 30 th	November 13, 2014
Fidelity U.S. Bond Multi-Asset Base Fund	June 30 th	November 13, 2014
Fidelity Global Intrinsic Value Investment Trust	March 31 st	April 20, 2015
Fidelity American Balanced Fund	March 31 st	April 20, 2015
Fidelity Conservative Income Fund	March 31 st	April 20, 2015
Fidelity Strategic Income Fund	March 31 st	April 20, 2015
Fidelity Dividend Multi-Asset Base Fund	June 30 th	October 16, 2015
Fidelity North American Equity Investment Trust	June 30 th	October 16, 2015
Fidelity Global Monthly Income Currency Neutral Fund	March 31 st	April 22, 2016

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
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Fidelity American Balanced Currency Neutral Fund	March 31 st	April 22, 2016
Fidelity Strategic Income Currency Neutral Fund	March 31 st	April 22, 2016
Fidelity Balanced Managed Risk Portfolio	June 30 th	October 28, 2016
Fidelity Conservative Managed Risk Portfolio	June 30 th	October 28, 2016
Fidelity Insights Investment Trust TM	March 31 st	January 3, 2017
Fidelity Canadian Short Term Fixed Income Multi-Asset Base Fund	June 30 th	January 3, 2017
Fidelity Multi-Sector Bond Fund	March 31 st	April 28, 2017
Fidelity Multi-Sector Bond Currency Neutral Fund	March 31 st	April 28, 2017
Fidelity Canadian Real Return Bond Index Multi-Asset Base Fund	June 30 th	April 28, 2017
Fidelity Global Bond Investment Trust	March 31 st	September 29, 2017
Fidelity Global Bond Currency Neutral Multi-Asset Base Fund	March 31 st	September 29, 2017
Fidelity Global Real Estate Multi-Asset Base Fund	March 31 st	September 29, 2017
Fidelity U.S. Money Market Investment Trust	June 30 th	September 29, 2017
Fidelity Global Credit Ex-U.S. Investment Trust	March 31 st	September 29, 2017
Fidelity Global Innovators [®] Investment Trust	March 31 st	October 13, 2017
Fidelity Global Concentrated Equity Currency Neutral Fund	March 31 st	October 13, 2017
Fidelity International Concentrated Equity Currency Neutral Fund	March 31 st	October 13, 2017
Fidelity Global Asset Allocation Private Pool	March 31 st	October 13, 2017
Fidelity Global Asset Allocation Currency Neutral Private Pool	March 31 st	October 13, 2017
Fidelity Investment Grade Total Bond Fund	March 31 st	January 8, 2018
Fidelity Investment Grade Total Bond Currency Neutral Fund	March 31 st	January 8, 2018
Fidelity ClearPath [®] 2060 Portfolio	June 30 th	April 3, 2018
Fidelity Founders Investment Trust TM	March 31 st	April 3, 2018
Fidelity Emerging Markets Local Currency Debt Multi-Asset Base Fund	March 31 st	April 3, 2018
Fidelity Canadian Money Market Investment Trust	June 30 th	May 31, 2018
Fidelity Global Growth and Value Investment Trust	March 31 st	May 31, 2018

<u>LIST OF MUTUAL FUND TRUSTS</u>	<u>FINANCIAL YEAR-END</u>	<u>EFFECTIVE DATE</u>
Fidelity Canadian High Dividend Index ETF Fund <i>(to be renamed Fidelity Canadian High Dividend ETF Fund effective on or about December 1, 2023)</i>	March 31 st	August 31, 2018
Fidelity U.S. High Dividend Index ETF Fund <i>(to be renamed Fidelity U.S. High Dividend ETF Fund effective on or about December 1, 2023)</i>	March 31 st	August 31, 2018
Fidelity U.S. High Dividend Currency Neutral Index ETF Fund <i>(to be renamed Fidelity U.S. High Dividend Currency Neutral ETF Fund effective on or about December 1, 2023)</i>	March 31 st	August 31, 2018
Fidelity U.S. Dividend for Rising Rates Index ETF Fund <i>(to be renamed Fidelity U.S. Dividend for Rising Rates ETF Fund effective on or about December 1, 2023)</i>	March 31 st	August 31, 2018
Fidelity U.S. Dividend for Rising Rates Currency Neutral Index ETF Fund <i>(to be renamed Fidelity U.S. Dividend for Rising Rates Currency Neutral ETF Fund effective on or about December 1, 2023)</i>	March 31 st	August 31, 2018
Fidelity International High Dividend Index ETF Fund <i>(to be renamed Fidelity International High Dividend ETF Fund effective on or about December 1, 2023)</i>	March 31 st	August 31, 2018
Fidelity Tactical Global Dividend ETF Fund	March 31 st	August 31, 2018
Fidelity Canadian Low Volatility Index ETF Fund <i>(to be renamed Fidelity Canadian Low Volatility ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity Canadian High Quality Index ETF Fund <i>(to be renamed Fidelity Canadian High Quality ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity U.S. Low Volatility Index ETF Fund <i>(to be renamed Fidelity U.S. Low Volatility ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity U.S. Low Volatility Currency Neutral Index ETF Fund <i>(to be renamed Fidelity U.S. Low Volatility Currency Neutral ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity U.S. High Quality Index ETF Fund <i>(to be renamed Fidelity U.S. High Quality ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity U.S. High Quality Currency Neutral Index ETF Fund <i>(to be renamed Fidelity U.S. High Quality Currency Neutral ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
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Fidelity International Low Volatility Index ETF Fund <i>(to be renamed Fidelity International Low Volatility ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity International High Quality Index ETF Fund <i>(to be renamed Fidelity International High Quality ETF Fund effective on or about December 1, 2023)</i>	March 31 st	January 3, 2019
Fidelity Women's Leadership Fund	June 30 th	May 17, 2019
Fidelity American Equity Systematic Currency Hedged Fund	June 30 th	May 17, 2019
Fidelity Small Cap America Systematic Currency Hedged Fund	June 30 th	May 17, 2019
Fidelity U.S. Dividend Systematic Currency Hedged Fund	June 30 th	May 17, 2019
Fidelity U.S. Focused Stock Systematic Currency Hedged Fund	June 30 th	May 17, 2019
Fidelity Women's Leadership Systematic Currency Hedged Fund	June 30 th	May 17, 2019
Fidelity Insights Systematic Currency Hedged Fund TM	March 31 st	May 17, 2019
Fidelity Sustainable World ETF Fund	March 31 st	May 17, 2019
Fidelity International Equity Multi-Asset Base Fund	March 31 st	May 17, 2019
Fidelity Systematic Canadian Bond Index ETF Fund	March 31 st	August 28, 2019
Fidelity Canadian Short Term Corporate Bond ETF Fund	March 31 st	August 28, 2019
Fidelity Global Core Plus Bond ETF Fund	March 31 st	August 28, 2019
Fidelity Floating Rate High Income Currency Neutral Multi-Asset Base Fund	June 30 th	October 9, 2019
Fidelity Global Credit Ex-U.S. Currency Neutral Multi-Asset Base Fund	March 31 st	October 9, 2019
Fidelity High Income Commercial Real Estate Currency Neutral Multi-Asset Base Fund	June 30 th	October 9, 2019
Fidelity Insights Currency Neutral Multi-Asset Base Fund TM	March 31 st	October 9, 2019
Fidelity International Equity Currency Neutral Investment Trust	June 30 th	October 9, 2019
Fidelity International Growth Currency Neutral Multi-Asset Base Fund	March 31 st	October 9, 2019
Fidelity U.S. Bond Currency Neutral Multi-Asset Base Fund	June 30 th	October 9, 2019
Fidelity Canadian Fundamental Equity Multi-Asset Base Fund	June 30 th	November 1, 2019
Fidelity Canadian Monthly High Income ETF Fund	March 31 st	January 7, 2020
Fidelity Global Monthly High Income ETF Fund	March 31 st	January 7, 2020

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
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DATE**

Fidelity U.S. Growth Opportunities Investment Trust	June 30 th	January 7, 2020
Fidelity Global Investment Grade Bond ETF Fund	March 31 st	May 25, 2020
Fidelity Canadian Government Long Bond Index Multi-Asset Base Fund	March 31 st	May 25, 2020
Fidelity Emerging Markets Equity Income Multi-Asset Base Fund	March 31 st	July 16, 2020
Fidelity Long-Term Leaders Fund	March 31 st	September 18, 2020
Fidelity Long-Term Leaders Currency Neutral Fund	March 31 st	September 18, 2020
Fidelity Canadian Core Equity Fund	June 30 th	October 2, 2020
Fidelity U.S. Core Equity Fund	June 30 th	October 2, 2020
Fidelity Global Value Long/Short Fund	June 30 th	October 5, 2020
Fidelity Long/Short Alternative Fund	June 30 th	October 5, 2020
Fidelity Market Neutral Alternative Fund	June 30 th	October 5, 2020
Fidelity All-in-One Balanced ETF Fund	March 31 st	January 12, 2021
Fidelity All-in-One Growth ETF Fund	March 31 st	January 12, 2021
Fidelity Multi-Asset Innovation Fund	March 31 st	January 12, 2021
Fidelity Multi-Sector Bond Hedged Multi-Asset Base Fund	March 31 st	January 12, 2021
Fidelity Climate Leadership Fund TM	June 30 th	April 30, 2021
Fidelity Climate Leadership Balanced Fund TM	June 30 th	April 30, 2021
Fidelity Climate Leadership Bond Fund TM	June 30 th	April 30, 2021
Fidelity Global Intrinsic Value Fund	March 31 st	April 30, 2021
Fidelity Asset Allocation Private Pool Trust	June 30 th	April 30, 2021
Fidelity Balanced Private Pool Trust	June 30 th	April 30, 2021
Fidelity Balanced Income Private Pool Trust	June 30 th	April 30, 2021
Fidelity Inflation-Focused Fund	March 31 st	September 13, 2021
Fidelity Advantage Bitcoin ETF Fund [®]	March 31 st	November 22, 2021
Fidelity All-in-One Equity ETF Fund	March 31 st	January 12, 2022
Fidelity All-in-One Conservative ETF Fund	March 31 st	January 12, 2022
Fidelity Tactical Credit Fund	March 31 st	January 12, 2022
Fidelity Global Developed Markets Sovereign Bond Index Hedged Multi-Asset Base Fund	March 31 st	January 12, 2022

LIST OF MUTUAL FUND TRUSTS**FINANCIAL
YEAR-END****EFFECTIVE
DATE**

Fidelity Global Inflation- Linked Bond Index Hedged Multi-Asset Base Fund	March 31 st	January 12, 2022
Fidelity Total Metaverse Index ETF Fund <i>(to be renamed Fidelity Total Metaverse ETF Fund effective on or about December 1, 2023)</i>	March 31 st	April 20, 2022
Fidelity Global Equity Portfolio	June 30 th	April 20, 2022
Fidelity Canadian Large Cap Multi-Asset Base Fund	June 30 th	August 4, 2022
Fidelity Dividend Plus Multi-Asset Base Fund	June 30 th	August 4, 2022
Fidelity Advantage Ether ETF Fund TM	March 31 st	August 25, 2022
Fidelity Global Small Cap Opportunities Fund	March 31 st	August 25, 2022
Fidelity ClearPath [®] 2065 Portfolio	June 30 th	January 12, 2023
Fidelity SmartHedge TM U.S. Equity Fund	June 30 th	January 12, 2023
Fidelity SmartHedge TM U.S. Equity Multi-Asset Base Fund	June 30 th	January 12, 2023
Fidelity Global Equity+ Fund	March 31 st	September 22, 2023

<u>LIST OF ETFs</u>	<u>FINANCIAL YEAR-END</u>	<u>EFFECTIVE DATE</u>
Fidelity Canadian High Dividend Index ETF <i>(to be renamed Fidelity Canadian High Dividend ETF effective on or about December 1, 2023)</i>	March 31 st	August 29, 2018
Fidelity U.S. Dividend for Rising Rates Index ETF <i>(to be renamed Fidelity U.S. Dividend for Rising Rates ETF effective on or about December 1, 2023)</i>	March 31 st	August 29, 2018
Fidelity U.S. Dividend for Rising Rates Currency Neutral Index ETF <i>(to be renamed Fidelity U.S. Dividend for Rising Rates Currency Neutral ETF effective on or about December 1, 2023)</i>	March 31 st	August 29, 2018
Fidelity U.S. High Dividend Index ETF <i>(to be renamed Fidelity U.S. High Dividend ETF effective on or about December 1, 2023)</i>	March 31 st	August 29, 2018
Fidelity U.S. High Dividend Currency Neutral Index ETF <i>(to be renamed Fidelity U.S. High Dividend Currency Neutral ETF effective on or about December 1, 2023)</i>	March 31 st	August 29, 2018
Fidelity International High Dividend Index ETF <i>(to be renamed Fidelity International High Dividend ETF effective on or about December 1, 2023)</i>	March 31 st	August 29, 2018
Fidelity Canadian Low Volatility Index ETF <i>(to be renamed Fidelity Canadian Low Volatility ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity U.S. Low Volatility Index ETF <i>(to be renamed Fidelity U.S. Low Volatility ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity U.S. Low Volatility Currency Neutral Index ETF <i>(to be renamed Fidelity U.S. Low Volatility Currency Neutral ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity International Low Volatility Index ETF <i>(to be renamed Fidelity International Low Volatility ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity Canadian High Quality Index ETF <i>(to be renamed Fidelity Canadian High Quality ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity U.S. High Quality Index ETF <i>(to be renamed Fidelity U.S. High Quality ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity U.S. High Quality Currency Neutral Index ETF <i>(to be renamed Fidelity U.S. High Quality Currency Neutral ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019

<u>LIST OF ETFs</u>	<u>FINANCIAL YEAR-END</u>	<u>EFFECTIVE DATE</u>
Fidelity International High Quality Index ETF <i>(to be renamed Fidelity International High Quality ETF effective on or about December 1, 2023)</i>	March 31 st	January 2, 2019
Fidelity Sustainable World ETF	March 31 st	May 17, 2019
Fidelity Systematic Canadian Bond Index ETF	March 31 st	August 28, 2019
Fidelity Canadian Short Term Corporate Bond ETF	March 31 st	August 28, 2019
Fidelity Global Core Plus Bond ETF	March 31 st	August 28, 2019
Fidelity Canadian Monthly High Income ETF	March 31 st	January 7, 2020
Fidelity Global Monthly High Income ETF	March 31 st	January 7, 2020
Fidelity Canadian Value Index ETF <i>(to be renamed Fidelity Canadian Value ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity U.S. Value Index ETF <i>(to be renamed Fidelity U.S. Value ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity U.S. Value Currency Neutral Index ETF <i>(to be renamed Fidelity U.S. Value Currency Neutral ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity International Value Index ETF <i>(to be renamed Fidelity International Value ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity Canadian Momentum Index ETF <i>(to be renamed Fidelity Canadian Momentum ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity U.S. Momentum Index ETF <i>(to be renamed Fidelity U.S. Momentum ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity U.S. Momentum Currency Neutral Index ETF <i>(to be renamed Fidelity U.S. Momentum Currency Neutral ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity International Momentum Index ETF <i>(to be renamed Fidelity International Momentum ETF effective on or about December 1, 2023)</i>	March 31 st	May 25, 2020
Fidelity Global Investment Grade Bond ETF	March 31 st	May 25, 2020
Fidelity All-in-One Balanced ETF	March 31 st	January 12, 2021
Fidelity All-in-One Growth ETF	March 31 st	January 12, 2021
Fidelity All-in-One Equity ETF	March 31 st	January 12, 2022
Fidelity All-in-One Conservative ETF	March 31 st	January 12, 2022

LIST OF ETFs

**FINANCIAL
YEAR-END**

**EFFECTIVE
DATE**

Fidelity Total Metaverse Index ETF *(to be renamed Fidelity Total Metaverse ETF effective on or about December 1, 2023)*

March 31st

April 18, 2022

Fidelity Global Innovators® ETF

March 31st

May 4, 2023

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IN WITNESS WHEREOF, this amended Appendix “A” is agreed to by the parties as of the date first written above.

FIDELITY INVESTMENTS CANADA ULC, in its capacity as trustee of each of the Mutual Funds Trusts and ETFs listed on this Appendix “A”, on behalf of each of their respective portfolios

STATE STREET TRUST COMPANY CANADA

By: “Amanda Thomas”
Name: Amanda Thomas
Title: Vice-President and Fund Treasurer

By: “Robert Baillie”
Name: Robert Baillie
Title: President and CEO

By: “Geoffrey Behm”
Name: Geoffrey Behm
Title: CFO and Managing Director

APPENDIX “B”
dated as of March 16, 2023
to the
MASTER MUTUAL FUND CUSTODIAL SERVICES AGREEMENT
dated as of November 16, 2012

FIDELITY CAPITAL STRUCTURE CORP.

<u>LIST OF THE CLASSES</u>	<u>EFFECTIVE DATE</u>
Fidelity American Disciplined Equity [®] Class	November 30, 2012
Fidelity American Disciplined Equity [®] Currency Neutral Class	November 30, 2012
Fidelity AsiaStar [®] Class	November 30, 2012
Fidelity Balanced Class Portfolio	November 30, 2012
Fidelity Canadian Asset Allocation Class	November 30, 2012
Fidelity Canadian Balanced Class	November 30, 2012
Fidelity Canadian Disciplined Equity [®] Class	November 30, 2012
Fidelity Canadian Growth Company Class	November 30, 2012
Fidelity Canadian Large Cap Class	November 30, 2012
Fidelity Canadian Opportunities Class	November 30, 2012
Fidelity Canadian Short Term Income Class	November 30, 2012
Fidelity China Class	November 30, 2012
Fidelity Corporate Bond Class	November 30, 2012
Fidelity Dividend Class	November 30, 2012
Fidelity Emerging Markets Class	November 30, 2012
Fidelity Europe Class	November 30, 2012
Fidelity Far East Class	November 30, 2012
Fidelity Global Balanced Class Portfolio	November 30, 2012
Fidelity Global Class	November 30, 2012
Fidelity Global Consumer Industries Class	November 30, 2012
Fidelity Global Disciplined Equity [®] Class	November 30, 2012
Fidelity Global Disciplined Equity [®] Currency Neutral Class	November 30, 2012

LIST OF THE CLASSES**EFFECTIVE
DATE**

Fidelity Global Dividend Class	November 30, 2012
Fidelity Global Financial Services Class	November 30, 2012
Fidelity Global Growth Class Portfolio	November 30, 2012
Fidelity Global Health Care Class	November 30, 2012
Fidelity Global Income Class Portfolio	November 30, 2012
Fidelity Global Large Cap Class	November 30, 2012
Fidelity Global Large Cap Currency Neutral Class	November 30, 2012
Fidelity Global Natural Resources Class	November 30, 2012
Fidelity Global Real Estate Class	November 30, 2012
Fidelity Global Technology Class	November 30, 2012
Fidelity Greater Canada Class	November 30, 2012
Fidelity U.S. Focused Stock Class	November 30, 2012
Fidelity Growth Class Portfolio	November 30, 2012
Fidelity Income Class Portfolio	November 30, 2012
Fidelity International Disciplined Equity [®] Class	November 30, 2012
Fidelity International Disciplined Equity [®] Currency Neutral Class	November 30, 2012
Fidelity Japan Class	November 30, 2012
Fidelity Monthly Income Class	November 30, 2012
Fidelity NorthStar [®] Class	November 30, 2012
Fidelity NorthStar [®] Currency Neutral Class	November 30, 2012
Fidelity Small Cap America Class	November 30, 2012
Fidelity Special Situations Class	November 30, 2012
Fidelity True North [®] Class	November 30, 2012
Fidelity Dividend Plus Class	January 22, 2013
Fidelity U.S. All Cap Class	January 22, 2013
Fidelity American Equity Class	December 20, 2013
Fidelity Global Concentrated Equity Class	December 20, 2013
Fidelity International Growth Class	December 20, 2013

LIST OF THE CLASSES**EFFECTIVE
DATE**

Fidelity American Equity Currency Neutral Class	May 15, 2014
Fidelity Small Cap America Currency Neutral Class	May 15, 2014
Fidelity U.S. All Cap Currency Neutral Class	May 15, 2014
Fidelity U.S. Focused Stock Currency Neutral Class	May 15, 2014
Fidelity Canadian Equity Private Pool	November 30, 2012
Fidelity Concentrated Canadian Equity Private Pool	November 30, 2012
Fidelity U.S. Equity Private Pool	November 30, 2012
Fidelity U.S. Equity Currency Neutral Private Pool	November 30, 2012
Fidelity International Equity Private Pool	November 30, 2012
Fidelity International Equity Currency Neutral Private Pool	November 30, 2012
Fidelity Global Equity Private Pool	November 30, 2012
Fidelity Global Equity Currency Neutral Private Pool	November 30, 2012
Fidelity Concentrated Value Private Pool	November 30, 2012
Fidelity Balanced Income Private Pool	November 30, 2012
Fidelity Balanced Income Currency Neutral Private Pool	November 30, 2012
Fidelity Balanced Private Pool	November 30, 2012
Fidelity Balanced Currency Neutral Private Pool	November 30, 2012
Fidelity Asset Allocation Private Pool	November 30, 2012
Fidelity Asset Allocation Currency Neutral Private Pool	November 30, 2012
Fidelity Premium Fixed Income Private Pool Class	November 30, 2012
Fidelity Global Intrinsic Value Class	April 20, 2015
Fidelity North American Equity Class	October 16, 2015

LIST OF THE CLASSES**EFFECTIVE
DATE**

Fidelity Global Intrinsic Value Currency Neutral Class	October 16, 2015
Fidelity Insights Class [®]	January 3, 2017
Fidelity Insights Currency Neutral Class [™]	January 3, 2017
Fidelity Global Innovators [®] Class	October 13, 2017
Fidelity Global Innovators [®] Currency Neutral Class	October 13, 2017
Fidelity Founders Class [®]	April 3, 2018
Fidelity Founders Currency Neutral Class [™]	April 3, 2018
Fidelity Global Growth and Value Class	May 31, 2018
Fidelity Global Growth and Value Currency Neutral Class	May 31, 2018
Fidelity CanAm Opportunities Class	January 3, 2019
Fidelity CanAm Opportunities Currency Neutral Class	January 3, 2019
Fidelity U.S. Growth Opportunities Class	January 7, 2020
Fidelity U.S. Growth Opportunities Systematic Currency Hedged Class	January 7, 2020
Fidelity Disruptors [™] Class	September 13, 2021
Fidelity Disruptive [™] Automation Class	September 13, 2021
Fidelity Global Equity Class Portfolio	April 20, 2022
Fidelity Global Growth Private Pool	March 16, 2023

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IN WITNESS WHEREOF, this amended Appendix "B" is agreed to by the parties as of the date first written above.

**FIDELITY CAPITAL STRUCTURE
CORP.**

**STATE STREET TRUST COMPANY
CANADA**

By: "Gordon Thomson"
Name: Gordon Thomson
Title: CEO

By: "Robert Baillie"
Name: Robert Baillie
Title: President and CEO

By: "Geoffrey Behm"
Name: Geoffrey Behm
Title: CFO and Managing Director

APPENDIX “C”
dated as of November 16, 2012
to the
MASTER MUTUAL FUND CUSTODIAL SERVICES AGREEMENT
dated as of November 16, 2012

Domestic and Foreign Sub-Custodians

Market	Sub-Custodian	Depository
Argentina	Citibank, N.A. Bartolome Mitre 530 1036 Buenos Aires, Argentina	Caja de Valores S.A.
Australia	The Hongkong and Shanghai Banking Corporation Ltd. HSBC Custody and Clearing Level 13, 580 George St. Sydney, NSW 2000, Australia Citigroup Pty. Limited Level 15, 120 Collins St. Melbourne, VIC 3000, Australia	Austraclear Limited
Austria	UniCredit Bank Austria AG Julius Tandler Platz 3 Vienna A-1090, Austria	Oesterreichische Kontrollbank AG (Wertpapiersammelbank Division)
Bahrain	HSBC Bank Middle East Ltd. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) 1 st Floor, Building No. 2505, Road No. 2832 Al Seef 428 Kingdom of Bahrain	Clearing, Settlement, and Depository System of the Bahrain Stock Exchange
Bangladesh	Standard Chartered Bank 18-20, Motijheel Commercial Area Dhaka 1000, Bangladesh	Central Depository Bangladesh Limited
Belgium	Deutsche Bank AG (operating through the Amsterdam branch with support from its Brussels branch) Herengracht 450 1017 CA Amsterdam, Netherlands	Euroclear Belgium National Bank of Belgium
Bermuda	HSBC Bank Bermuda Limited	Bermuda Securities Depository

Bosnia and Herzegovina (Federation of)	6 Front Street Hamilton, HM 11 Bermuda UniCredit Bank d.d. Zelenih beretki 24 71000 Sarajevo Federation of Bosnia and Herzegovina	Registar vrijednosnih papira u, Federaciji Bosne i Hercegovine d.d.
Brazil	Citibank, N.A. Ave. Paulista 1111 Cerqueira Cesar Sao Paulo, São Paulo, Brazil 01311	Companhia Brasileira de Liquidação e Custódia Sistema Especial de Liquidação e de Custódia Central de Custódia e de Liquidação Financeira de Titulos Privados
Bulgaria	ING Bank N.V. 49B Bulgaria Boulevard, floor 7 Sofia 1404, Bulgaria UniCredit Bulbank AD 6 Vitosha Boulevard, 2nd Floor Sofia 1000, Bulgaria	Central Depository AD Bulgarian National Bank
Chile	Banco Itaú Chile Enrique Foster 20, piso 5 Las Condes Santiago, Chile	Depósito Central de Valores S.A.
People's Republic of China	HSBC Bank (China) Company Limited, (Shanghai / Shenzhen) 33 Floor, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai, China 200120	China Securities Depository and Clearing Corporation Limited, Shanghai Branch China Securities Depository and Clearing Corporation Limited, Shenzhen Branch
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria Carrera 9A, No. 99-02 Bogotá, Colombia	Depósito Centralizado de Valores de Colombia S.A. Depósito Central de Valores
Croatia	Privredna banka Zagreb d.d. Kralja Drzislava 5 10000 Zagreb, Croatia Zagrebacka Banka d.d. Savska cesta 60	Sredisnje klirinsko depozitarno drustvo d.d.

	10000 Zagreb, Croatia	
Cyprus	BNP Paribas Securities Services, S.A. (operating through its Athens branch) 94 V. Sofias Avenue and 1 Kerasountos GR 115 28 Athens, Greece	Central Depository and Central Registry
Czech Republic	Československá obchodní banka, a.s. Radlická 333/150 150 57 Prague 5, Czech Republic	Středisko cenných papírů - Česká republika
	UniCredit Bank Czech Republic, a. s. Na Příkopě 858/20 113 80, Praha 1, Czech Republic	Czech National Bank
Denmark	Skandinaviska Enskilda Banken AB (publ) (operating through its Copenhagen branch) Bernstorffsgade 50 1577 Copenhagen, Denmark	VP Securities A/S
Ecuador	Banco de la Producción S.A. Valores PRODUBANCO Av. Amazonas N35-211 y Japon Quito, Ecuador	Depósito Centralizado de de Ecuador (DECEVALE)
Egypt	HSBC Bank Egypt S.A.E. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) 306 Corniche El Nil PO Box 124 Maadi Cairo, Egypt	Central Bank of Egypt Misr for Central Clearing, Depository and Registry S.A.E.
Estonia	AS SEB Pank Tornimäe 2 15010 Tallinn, Estonia	AS Eesti Väärtpaberikeskus
Finland	Skandinaviska Enskilda Banken AB (publ) (operating through its Helsinki branch) Sergels Torg 2 SE-106 40 Stockholm, Sweden	Euroclear Finland
France	Deutsche Bank A.G. (operating through its Amsterdam branch With support from its Paris branch) Herengracht 450 1017 CA Amsterdam, Netherlands	Euroclear France

Germany	Deutsche Bank AG Alfred-Herrhausen-Allee 16-24 Eschborn D-65760 Germany	Clearstream Banking AG, Frankfurt
Greece	BNP Paribas Securities Services, S.A. 94 V. Sofias Avenue and 1 Kerasountos GR 115 28 Athens, Greece	Kentriko Apothetirio Aksion (Apothetirio) Bank of Greece , System for Monitoring Transactions in Securities in Book-Entry Form
Hong Kong	Standard Chartered Bank (Hong Kong) Ltd. 15 th Floor Standard Chartered Tower 388 Kwun Tong Road Kwun Tong, Hong Kong	Hong Kong Securities Clearing Company Limited Central Moneymarkets Unit
Hungary	UniCredit Bank Hungary Zrt. 6th Floor Szabadság tér 5-6. H-1054 Budapest, Hungary	Központi Elszámolóház és Értéktár (Budapest) Zrt. (KELER)
Iceland	NBI hf. Usturstræti 11 155 Reykjavik, Iceland	Icelandic Securities Depository Limited
India	Deutsche Bank AG Kodak House 222 Dr. D.N. Road Fort Mumbai 400 001, India The Hongkong and Shanghai Banking Corporation Limited 2nd Floor, Plot No 139-140 B Western Express Highway Sahar Road Junction Vile Parle-E Mumbai-400 057, India	National Securities Depository Limited Reserve Bank of India Central Depository Services (India) Limited
Indonesia	Deutsche Bank AG Deutsche Bank Building, 4th floor Jl. Imam Bonjol, No. 80 Jakarta 10310, Indonesia	Bank Indonesia PT Kustodian Sentral Efek Indonesia

Ireland	Bank of Ireland New Century House IFSC Lower Mayor Street Dublin 1, Ireland	None
Israel	Bank Hapoalim B.M. Security Operations Department 50 Rothschild Boulevard 66883 Tel Aviv, Israel	Tel Aviv Stock Exchange Clearing House Ltd. (TASE Clearing House)
Italy	Deutsche Bank S.p.A., Milan Via Melchiorre Gioia 8, 6 th floor 20124 Milan, Italy	Monte Titoli S.p.A. 20123 Milan, Italy
Japan	Mizuho Corporate Bank, Ltd. 4-16-13, Tsukishima Chou-ku Tokyo 104-0052, Japan	Japan Securities Depository Center (JASDEC) Incorporated
	The Hongkong and Shanghai Banking Corporation Limited HSBC Building, 11-1 Nihonbashi 3-chome Chuo-ku Tokyo 103-0027, Japan	Bank of Japan
Jordan	HSBC Bank Middle East Ltd. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) 5th Circle Western Amman, Jordan	Securities Depository Center
Kazakhstan	SB HSBC Bank Kazakhstan JSC (as delegate of The Hongkong and Shanghai Banking Corporation Limited) 43 Dostyk Avenue, 050010 Almaty, Kazakhstan	Central Securities Depository
Kenya	Standard Chartered Bank Kenya Limited Stanbank House Moi Avenue P.O.Box 30003-00100 G.P.O Settlement Nairobi, Kenya	Central Bank of Kenya Central Depository and Corporation Limited

Republic of Korea	The Hongkong and Shanghai Banking Corporation Limited HSBC Building #25 1-Ka Bongrae-Dong, Chung-Ku Seoul, Korea Deutsche Bank AG 18th Fl., Young-Poong Building 33 Seorin-dong, Chongro-ku K.P.O. Box 512 110-752 Seoul, Korea	Korea Securities Depository
Kuwait	HSBC Bank Middle East Limited (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Kuwait City, Qibla Area Hamad Al-Saqr Street, Kharafi Tower, G/1/2 Floors Safat 13017, Kuwait	Kuwait Clearing Company
Latvia	AS SEB Banka Unicentrs, Kekavas pag. Riga raj, LV 1076 Latvia	Latvian Central Depository
Lebanon	HSBC Bank Middle East Ltd. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) P.O. Box 11-1380 Riad El Solh Beirut 1107 2080, Lebanon	Custodian and Clearing Center of Lebanon Financial Instruments for and the Middle East (Midclear) S.A.L. Banque du Liban
Lithuania	AB SEB Bankas Gedimino Avenue 12 LT-2600 Vilnius, Lithuania	Central Securities Depository of Lithuania
Malaysia	Standard Chartered Bank Malaysia Berhad Level 13a, Menara Standard Chartered 30 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia	Bursa Malaysia Depository Sdn. Bhd. Bank Negara Malaysia
Malta	The Hongkong and Shanghai Banking Corporation Limited 80 Mill Street Qormi, QRM 3101, Malta	Central Securities Depository of the Malta Stock Exchange

Mauritius	The Hongkong and Shanghai Banking Corporation Limited HSBC Center 18 Cybercity Ebene, Mauritius	Central Depository and Settlement Co. Ltd. Bank of Mauritius
Mexico	Banco Nacional de México S.A. Banamex, WWSS – 3er piso norte Act. Roberto Medellín no. 800 Col. Santa Fe Mexico, DF 01210	S.D. INDEVAL, S.A. de C.V.
Morocco	Citibank Maghreb Zenith Millenium Immeuble 1 Sidi Maarouf – BP 40 Casablanca 20190, Morocco	Maroclear
Netherlands	Deutsche Bank AG Herengracht 450 1017 CA Amsterdam, Netherlands	Euroclear Nederland
New Zealand	The Hongkong and Shanghai Banking Corporation Ltd. HSBC House Level 7, 1 Queen St. Auckland 1010, New Zealand	New Zealand Central Securities Depository Limited
Norway	Skandinaviska Enskilda Banken AB (publ) (operating through its Oslo branch) Sergels Torg 2 SE-106 40 Stockholm, Sweden	Verdipapirsentralen
Oman	HSBC Bank Middle East Ltd. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Bait Al Falaj Main Office Muscat, Oman	Muscat Clearing & Depository Co. S.A.O.C.
Pakistan	Deutsche Bank AG Avari Plaza # 242 & 243 Fatima Jinnah Road P.O. Box 4925 Karachi 75530, Pakistan	Central Depository Company of Pakistan Limited State Bank of Pakistan
Palestine	HSBC Bank Middle East Ltd. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Jaffa Street Ramallah, West Bank, Palestine	Clearing, Depository and Settlement system, a department of the Palestine Securities Exchange

Peru	Citibank del Perú, S.A. Av. Camino Real 456, Torre Real, 6 th Floor Lima 27, Peru	CAVALI S.A. Institución de Compensación y Liquidación de Valores
Philippines	Deutsche Bank AG Domestic Custody Services 23/F Tower One, Ayala Triangle Ayala Avenue, Makati City 1226 Philippines	Philippine Depository & Trust Corporation Registry of Scripless Securities of the Bureau of Treasury (ROSS)
Poland	Bank Handlowy w Warszawie S.A. ul. Senatorska 16 00-923 Warsaw 55 Poland	Krajowy Depozyt Papierów Wartościowych S.A. Rejestr Papierów Wartościowych
Portugal Gestora	Deutsche Bank AG (operating through its Amsterdam branch with support from its Lisbon branch) Herengracht 450 1017 CA Amsterdam, Netherlands	INTERBOLSA - Sociedade de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A.
	BNP Paribas Securities Services, S.A. 3 Rue D'Antin Paris, France	
Puerto Rico	Citibank, N.A. 500 Tanca Street San Juan, Puerto Rico 00901	Depository Trust Clearing Corporation Federal Reserve Bank
Qatar	HSBC Bank Middle East Ltd. (as delegate of The Hongkong and Shanghai Banking Corporation Limited) 3 rd floor, Ali Bin Ali Building Al Matar Street # 950, Bldg. 150 Ummoglina, Area 27 Doha, Qatar	Central Clearing and Registration, a department of the Qatar Exchange
Romania	ING Bank N.V. 11-13 Kissleff Blvd. Bucharest 1 Romania	S.C. Depozitarul Central S.A. National Bank of Romania

Russia	ING Bank (Eurasia) ZAO 36, Krasnoproletarskaya ulitsa Moscow, 127473, Russia	Vneshtorgbank, Bank for Foreign Trade of the Russian Federation National Depository Center
Serbia	UniCredit Bank Serbia JSC Omladinskih brigada 88 11070 New Belgrade, Serbia	Central Registrar, Depository and Clearinghouse
Singapore	Citibank N.A. 3 Temasek Avenue #16-00 Centennial Tower Singapore 039190	The Central Depository (Pte) Limited
	United Overseas Bank Limited 80 Raffles Place UOB Plaza Singapore 048624	Monetary Authority of Singapore
Slovak Republic	Ceskoslovenská obchodna banka, a.s. Michalska 18 814 99 Bratislava, Slovak Republic	Centralny depozitar cenných papierov SR, a.s.
	UniCredit Bank Slovakia a.s. Plynarensak 7/A, 814 16 Bratislava 1, Slovak Republic	
Slovenia	UniCredit Banka Slovenija d.d. Smartinska 140 SI-1000, Ljubljana, Slovenia	KDD - Centralna klirinsko depotna druzba d.d.
South Africa	Standard Bank of South Africa Limited 5 Simmonds Street, 1 st floor Johannesburg 2001 Republic of South Africa	Strate Limited
	Nedbank Limited Nedbank Securities & Custodial Services 33 Hoofd St. Braam Park Building IV Braamfontein, Johannesburg Republic of South Africa	
Spain	Deutsche Bank S.A.E. 72-74 Ronda General Mitre Barcelona, Spain	IBERCLEAR
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited 24 Sir Barton Jayatilaka Mawatha Colombo 1, Sri Lanka	Central Bank of Sri Lanka Central Depository System (Pvt) Limited

Sweden	Skandinaviska Enskilda Banken AB (publ) Sergels Torg 2 SE-106 40 Stockholm, Sweden	Euroclear Sweden
Switzerland	UBS AG Badenenstrasse 574 8098 Zurich, Switzerland Credit Suisse AG Uetlibergstr. 231 CH8070 Zurich, Switzerland	SIX SIS AG
Taiwan - R.O.C.	Deutsche Bank AG 296 Jen Ai Road, 6th Floor, Section 4 Cathay Life Building Taipei 105 Taiwan, Republic of China Standard Chartered Bank (Taiwan) Limited 168 Tun Hwa N Road Taipei, Taiwan R.O.C. 10549	Central Bank of China Taiwan Depository and Clearing Corporation
Thailand	Standard Chartered Bank (Thai) Public Company Limited Sathorn Nakorn Tower 100 North Sathorn Road Bangkok 10500, Thailand	Thailand Securities Depository Company Limited
Tunisia	Banque Internationale Arabe de Tunisie 70-72 Avenue Habib Bourguiba	Société Tunisienne Interprofessionnelle pour la Compensation et le Dépôt des Valeurs Mobilières (STICODEVAM)
Turkey	Citibank, A.S. Inkilap Mah. Yilmaz Plaza O. Faik Atakan Caddesi No. 3, 34768 Umraniye-Istanbul, Turkey	Central Registry Agency Central Bank of Turkey
Uganda	Standard Chartered Bank Uganda Limited 5 Speke Road P. O. Box 7111 Kampala, Uganda	Bank of Uganda

Ukraine	ING Bank Ukraine 30-A Spaska St. 04070 Kiev, Ukraine	All-Ukrainian Securities Depository National Bank of Ukraine
United Arab Emirates - ADX	HSBC Bank Middle East Limited (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Level 4, Precinct Building 4 Unit 5 Gate District P.O. Box 506553 Dubai, United Arab Emirates	Clearing, Settlement, Depository, and Registry Department of the Abu Dhabi Securities Exchange
United Arab Emirates - DFM	HSBC Bank Middle East Limited (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Level 4, Precinct Building 4, Unit 5 Gate District P.O. Box 506553 Dubai, United Arab Emirates	Clearing and Depository System, a department of the Dubai Financial Market
United Arab Emirates - DIFC	HSBC Bank Middle East Limited (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Level 4, Precinct Building 4 Unit 5, Gate District Dubai, United Arab Emirates	Central Securities Depository, owned and operated by the NASDAQ Dubai Limited
United Kingdom	State Street Bank and Trust Company, United Kingdom branch 525 Ferry Road Edinburgh EH5 2AW, Scotland	Euroclear UK & Ireland Limited
United States	State Street Bank and Trust Company 225 Franklin Street Boston, MA 02110, United States	Depository Trust Clearing Corporation Federal Reserve Bank
Uruguay	Banco Itaú Uruguay S.A. Zabala 1463 11000 Montevideo, Uruguay	Banco Central del Uruguay
Venezuela	Citibank, N.A. Avenida Casanova Centro Comercial El Recreo Torre Norte, piso 18 Caracas, Venezuela	Banco Central de Venezuela Caja Venezolana de Valores

Vietnam

HSBC Bank (Vietnam) Ltd.
The Metropolitan Building
235 Dong Khoi Street
District 1, Ho Chi Minh City
Vietnam

Vietnam Securities Depository

Euroclear

Euroclear Bank S.A./N.V.
1 Boulevard du Roi Albert II
B-1210 Brussels, Belgium

Clearstream

Clearstream Banking, S.A.
67, Boulevard Grand Duchy Charlotte
L-1010 Luxembourg

Special Sub-Custodians

Royal Bank of Canada
Global Securities Services
Financial Institutions
Suite 1500, North Tower
Royal Bank Plaza
200 Bay Street
Toronto, Ontario
M5J 2J5

The Bank of New York Mellon
One Wall Street
New York, NY 10286

APPENDIX “D”
dated as of November 16, 2012
to the
MASTER MUTUAL FUND CUSTODIAL SERVICES AGREEMENT
dated as of November 16, 2012

TRANSFER AGENT ACCOUNTS AND FOREIGN EXCHANGE ACCOUNTS

TRANSFER AGENT ACCOUNTS

<u>Bank Account Operating Name</u>	<u>Bank Account Number</u>
FIC CAPSTOCK (CAD)	24CSCAD01
FIC CAPSTOCK (USD)	23343023

FOREIGN EXCHANGE ACCOUNTS

<u>Bank Account Operating Name</u>	<u>Bank Account Number</u>
NOVA	2436

FIDELITY INVESTMENTS CANADA ULC, in its capacity as trustee of each of the Mutual Funds Trusts Listed on Appendix “A” to the Agreement, on behalf of each of their respective portfolios

FIDELITY CAPITAL STRUCTURE CORP.

By: “Robert Strickland”
Name: Robert Strickland
Title: President

By: “Gordon Thomson”
Name: Gordon Thomson
Title: CEO

**STATE STREET TRUST COMPANY
CANADA**

By: “Descia Milinkovich”
Name: Descia Milinkovich
Title: Vice President

By: “Stephen Korczak”
Name: Stephen Korczak
Title: Vice President

APPENDIX “E”
dated as of November 16, 2012
to the
MASTER MUTUAL FUND CUSTODIAL SERVICES AGREEMENT
dated as of November 16, 2012

PROCEDURES RELATING TO CUSTODIAN’S SECURITY INTEREST

As security for any Overdrafts (as defined in the Custodian Agreement) of any Portfolio, the applicable Fund, on behalf of such Portfolio, or Fidelity Capital Structure Corp., with respect to the particular Portfolio, shall pledge, assign and grant to the Custodian a security interest in Collateral (as hereinafter defined), under the terms, circumstances and conditions set forth in this Appendix “E”.

Section 1. Defined Terms. As used in this Appendix “E” the following terms shall have the following respective meanings:

(a) “Business Day” shall mean any day that is not a Saturday, a Sunday or a day on which the Custodian is closed for business.

(b) “Collateral” shall mean, with respect to any Portfolio, securities held by the Custodian on behalf of the Portfolio having a fair market value (as determined in accordance with the procedures set forth in the constating documents for the Portfolio’s Fund) equal to the aggregate of all Overdraft Obligations of such Portfolio: (i) identified in any Pledge Certificate executed on behalf of such Portfolio; or (ii) designated by the Custodian for such Portfolio pursuant to Section 3 of this Appendix “E”. Such securities shall consist of marketable securities held by the Custodian on behalf of such Portfolio or, if no such marketable securities are held by the Custodian on behalf of such Portfolio, such other securities designated by the applicable Fund in the applicable Pledge Certificate or by the Custodian pursuant to Section 3 of this Appendix “E”.

(c) “Overdraft Obligations” shall mean, with respect to any Portfolio, the amount of any outstanding Overdraft(s) provided by the Custodian to such Portfolio together with all accrued interest thereon.

(d) “Pledge Certificate” shall mean a Pledge Certificate in the form attached to this Appendix “E” as Schedule 1 executed by a duly authorized officer of the manager of the applicable Fund and delivered by such Fund to the Custodian by facsimile transmission or in such other manner as the applicable Fund and the Custodian may agree in writing.

(e) “Release Certificate” shall mean a Release Certificate in the form attached to this Appendix “E” as Schedule 2 executed by a duly authorized officer of the Custodian and delivered by the Custodian to the applicable Fund by facsimile transmission or in such other manner as such Fund and the Custodian may agree in writing.

(f) “Written Notice” shall mean a written notice executed by a duly authorized officer of the party delivering the notice and delivered by facsimile transmission or in such other manner as the applicable Fund and the Custodian shall agree in writing.

Section 2. Pledge of Collateral. To the extent that any Overdraft Obligations of a Portfolio are not satisfied by the close of business on the first Business Day following the Business Day on which the applicable Fund receives Written Notice requesting security for such Overdraft Obligation and stating the amount of such Overdraft Obligation, the applicable Fund, on behalf of such Portfolio, or Fidelity Capital Structure Corp., with respect to the particular Portfolio, shall pledge, assign and grant to the Custodian a first priority security interest, by delivering to the Custodian, a Pledge Certificate executed by such Fund on behalf of such Portfolio, or Fidelity Capital Structure Corp., with respect to the particular Portfolio, describing the applicable Collateral. Such Written Notice may, in the discretion of the Custodian, be included within or accompany the Overdraft Notice relating to the applicable Overdraft Obligations.

Section 3. Failure to Pledge Collateral. In the event that the applicable Fund shall fail: (a) to pay, on behalf of the applicable Portfolio, the Overdraft Obligation described in such Written Notice; (b) to deliver to the Custodian a Pledge Certificate pursuant to Section 2; or (c) to identify substitute securities pursuant to Section 6 upon the sale or maturity of any securities identified as Collateral, the Custodian may, by Written Notice to the applicable Fund specify Collateral which shall secure the applicable Overdraft Obligation. Such Fund, on behalf of any applicable Portfolio, hereby pledges, assigns and grants to the Custodian a first priority security interest in any and all Collateral specified in such Written Notice; provided that such pledge, assignment and grant of security shall be effective only upon receipt by the applicable Fund of such Written Notice.

Section 4. Delivery of Additional Collateral. If at any time the Custodian shall notify a Fund by Written Notice that the fair market value of the Collateral securing any Overdraft Obligation of one of such Fund’s Portfolios is less than the amount of such Overdraft Obligation, such Fund, on behalf of the applicable Portfolio, shall deliver to the Custodian, within one (1) Business Day following the Fund’s receipt of such Written Notice, an additional Pledge Certificate describing additional Collateral. If such Fund shall fail to deliver such additional Pledge Certificate, the Custodian may specify Collateral which shall secure the unsecured amount of the applicable Overdraft Obligation in accordance with Section 3 of this Appendix E.

Section 5. Release of Collateral. Upon payment by a Fund, on behalf of one of its Portfolios, of any Overdraft Obligation secured by the pledge of Collateral, the Custodian shall promptly deliver to such Fund a Release Certificate pursuant to which the Custodian shall release Collateral from the pledge of security under the applicable Pledge Certificate or Written Notice pursuant to Section 3 having a fair market value equal to the amount paid by such Fund on account of such Overdraft Obligation. In addition, if at any time a Fund shall notify the Custodian by Written Notice that such Fund desires that specified Collateral be released and: (a) that the fair market value of the Collateral securing any Overdraft Obligation shall exceed the amount of such Overdraft Obligation; or (b) that the Fund has delivered a Pledge Certificate substituting Collateral for such Overdraft Obligation, the Custodian shall deliver to such Fund,

within one (1) Business Day following the Custodian's receipt of such Written Notice, a Release Certificate relating to the Collateral specified in such Written Notice.

Section 6. Substitution of Collateral. A Fund may substitute securities for any securities identified as Collateral by delivery to the Custodian of a Pledge Certificate executed by such Fund on behalf of the applicable Portfolio, indicating the securities pledged as Collateral.

Section 7. Security for Individual Portfolios' Overdraft Obligations. The pledge of Collateral by a Fund on behalf of any of its individual Portfolios shall secure only the Overdraft Obligations of such Portfolio. In no event shall the pledge of Collateral by one of a Fund's Portfolios be deemed or considered to be security for the Overdraft Obligations of any other Portfolio of such Fund or of any other Fund.

Section 8. Custodian's Remedies. Upon (a) a Fund's failure to pay any Overdraft Obligation of an applicable Portfolio within thirty (30) days after receipt by such Fund of a Written Notice demanding security therefor, and (b) one (1) Business Day's prior Written Notice to such Fund, the Custodian may elect to enforce its security interest in the Collateral securing such Overdraft Obligation, by taking title to (at the then prevailing fair market value), or selling in a commercially reasonable manner, so much of the Collateral as shall be required to pay such Overdraft Obligation in full. Notwithstanding the provisions of any applicable law, including, without limitation, the Personal Property Security Act (Ontario), the remedy set forth in the preceding sentence shall be the only right or remedy to which the Custodian is entitled with respect to the pledge and security interest granted pursuant to any Pledge Certificate or Section 3. Without limiting the foregoing, the Custodian hereby waives and relinquishes all contractual and common law rights of set off to which it may now or hereafter be or become entitled with respect to any obligations of any Fund to the Custodian arising under this Appendix "E" to the Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Appendix to be executed in its name and behalf on the day and year first above written.

**FIDELITY INVESTMENTS CANADA
ULC**, in its capacity as trustee of each of
the Mutual Funds Trusts Listed on
Appendix "A" Attached Hereto, on Behalf
of each of Their Respective Portfolios

**FIDELITY CAPITAL STRUCTURE
CORP.**

By: "Robert Strickland"
Name: Robert Strickland
Title: President

By: "Gordon Thomson"
Name: Gordon Thomson
Title: CEO

**STATE STREET TRUST COMPANY
CANADA**

By: "Descia Milinkovich"
Name: Descia Milinkovich
Title: Vice President

By: "Stephen Korczak"
Name: Stephen Korczak
Title: Vice President

SCHEDULE 1

TO

APPENDIX "E"

PLEDGE CERTIFICATE

This Pledge Certificate is delivered pursuant to the Master Custodial Services Agreement dated as of November 16, 2012 (the "Agreement"), among, among others, the mutual funds listed in Appendix "A" to the Agreement, Fidelity Capital Structure Corp. and State Street Trust Company Canada (the "Custodian"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement. Pursuant to [Section 2 or Section 4] of Appendix "E" attached to the Agreement, [the Fund, on behalf of _____] [Fidelity Capital Structure Corp. with respect to _____] (the "Portfolio"), hereby pledges, assigns and grants to the Custodian a first priority security interest in the securities listed on Exhibit "A" attached to this Pledge Certificate (collectively, the "Pledged Securities"). Upon delivery of this Pledge Certificate, the Pledged Securities shall constitute Collateral, and shall secure all Overdraft Obligations of the Portfolio described in that certain Written Notice dated _____, 20__, delivered by the Custodian to the [Fund / Fidelity Capital Structure Corp.]. The pledge, assignment and grant of security in the Pledged Securities hereunder shall be subject in all respect to the terms and conditions of the Agreement, including, without limitation, Sections 7 and 8 of Appendix "E" attached thereto.

IN WITNESS WHEREOF, the Fund has caused this Pledge Certificate to be executed in its name, on behalf of the Portfolio this _____ day of 20__.

FIDELITY INVESTMENTS CANADA ULC,
in its capacity as trustee of [FUND],
on Behalf of [Portfolio]

By: _____
Name:
Title:

FIDELITY CAPITAL STRUCTURE CORP.
With respect to the Portfolio of []

By: _____
Name:
Title:

EXHIBIT "A"
TO
PLEDGE CERTIFICATE

<u>Issuer</u>	Type of <u>Security</u>	Certificate/CUSIP <u>Numbers</u>	Number of <u>Shares</u>
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**SCHEDULE 2
TO
APPENDIX "E"**

RELEASE CERTIFICATE

This Release Certificate is delivered pursuant to the Master Custodial Services Agreement dated as of November 16, 2012 (the "Agreement"), among, among others, the mutual funds listed in Appendix "A", Fidelity Capital Structure Corp. and State Street Trust Company Canada (the "Custodian"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement. Pursuant to Section 5 of Appendix "E" attached to the Agreement, the Custodian hereby releases the securities listed on Exhibit "A" attached to this Release Certificate from the pledge and security interest under the [Pledge Certificate dated _____, 20__ or the Written Notice delivered pursuant to Section 3 of Appendix "E" dated _____, 20__].

IN WITNESS WHEREOF, the Custodian has caused this Release Certificate to be executed in its name and on its behalf this _____ day of 20__.

STATE STREET TRUST COMPANY CANADA

By: _____
Name:
Title: