

Successor Designated Beneficiary—ABLE Account

Use this form to designate a Successor Designated Beneficiary for your ABLE account. Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, make a copy of the relevant page.

Helpful to Know

- Complete a *Successor Designated Beneficiary* form for each ABLE account.
- In the event of the death of the current Designated Beneficiary, the Successor Designated Beneficiary will replace the current Designated Beneficiary on the ABLE account.
- Before completing this form, carefully review the *Successor Designated Beneficiary Agreement* ("Agreement") provided to you when you opened the account. The Agreement governs this form.
- This form will replace any previous Successor Designated Beneficiary you have added to the account.
- Your Successor Designated Beneficiary must be 18 years of age or older and a U.S. citizen or resident alien. If the Successor Designated Beneficiary is a minor or does not have or wish to exercise legal capacity, another Person with Signature Authority ("PSA") must be named for the ABLE account.
- Your Successor Designated Beneficiary must comply with the eligibility requirements set forth in Internal Revenue Code Section 529A (IRC Section 529A) for an ABLE account and must complete a separate Attainable Account Application to open and establish an account.
- Consult your personal tax and estate planning professional if you have questions about how the Agreement may apply to your specific situation.
- The ABLE Act and regulations provide that upon the Designated Beneficiary's death, the remaining balance in an ABLE account must be distributed to any state that files a claim for the amount of the total medical assistance paid for the Designated Beneficiary under the state's Medicaid plan after the establishment of the ABLE account. See "*Medicaid Recapture*" in the *Attainable Savings Plan Disclosure Document* for more information.

1. Account Information

Fidelity Account Number	Person with Signature Authority (PSA) Name <i>If applicable</i>
Designated Beneficiary Name	

2. Successor Designated Beneficiary

The person identified below is hereby named the Successor Designated Beneficiary to receive the assets remaining in the account listed in Section 1 upon the death of the Designated Beneficiary:

Enter full first and last name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

First Name	Middle Name	Last Name
Date of Birth MM DD YYYY	Social Security or Taxpayer ID Number	Relationship to Account Owner

Form continues on next page. ►►

3. Signature and Date *Designated Beneficiary or another Person with Signature Authority (PSA) must sign and date.*

In the section below, "Fidelity," "us," and "we" refer to Fidelity Brokerage Services LLC; National Financial Services LLC; Fidelity Service Company, Inc.; Fidelity Management Trust Company; Fidelity Distributors Company LLC, and their affiliates; and their respective employees, agents, representatives, shareholders, successors, and assigns as the context may require; "MEFA" refers to the Massachusetts Educational Financing Authority and its affiliates and employees, agents, representatives, officers, and directors; and "you" refers to the undersigned.

By signing below, you:

- Hereby designate the person named above as Successor Designated Beneficiary to receive the assets remaining in the account listed in Section 1 upon the death of the Designated Beneficiary listed on this form.
- Certify that you have received and read a copy of the Agreement.
- Agree to be bound to the terms and conditions set forth in the Agreement, of which this form is a part, as it may be amended from time to time.
- Understand that the designation made herein, and any future changes to the designation, will be effective only when accepted by Fidelity Brokerage Services LLC ("Fidelity") in accordance with the terms of the Agreement. When accepted by Fidelity, the designation in this form will replace any earlier designation you have made.
- Hereby consent to the Agreement and to the Successor Designated Beneficiary you have designated on this form.
- Understand that the ABL Act and regulations provide that upon the Designated Beneficiary's death, the remaining balance in an ABL account must be distributed to any state that files a claim for the amount of the total medical assistance paid for the Designated Beneficiary under the state's Medicaid plan after the establishment of the ABL account.
- Acknowledge that upon the death of the Designated Beneficiary, compliance with the "Medicaid Recapture—Account Asset Transfer Requirements" outlined in the Attainable Savings Plan Disclosure Document will be required in order to transfer or access Attainable Account assets for purposes other than outstanding Qualified Disability Expenses for the Designated Beneficiary or the funeral or burial expenses for the Designated Beneficiary.
- Understand that the Agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflict-of-law provisions and except as superseded by federal law. The Agreement shall be effective for the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. Fidelity may transfer your account to its successors and assigns, and the Agreement and this form shall be binding upon your heirs, executors, administrators, successors, and assigns.
- Certify that all information you provided is correct to the best of your knowledge.
- Agree to indemnify and hold Fidelity and MEFA harmless from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys' fees) that are in any way connected with your instructions and any inaccurate certification or information provided hereunder. You further agree that the indemnifications in this paragraph are in addition to, and do not limit, any rights that Fidelity may have under any other agreement with you.
- Acknowledge that Fidelity and MEFA will not be liable for any loss, expenses, or cost arising out of your instructions, provided that Fidelity institutes reasonable procedures to prevent unauthorized transactions.
- Agree to act in compliance with all applicable laws and regulations.
- Acknowledge that Fidelity may verify all information provided in connection with this form and account, and may obtain credit or other financial responsibility reports with respect to any authorized individuals; and you have the express consent of all individuals who may be the subject of these reports. If requested in writing, Fidelity will provide the name and address of the credit reporting agency used.
- Affirm that in the event the Designated Beneficiary is a minor or does not have the capacity to execute this document, neither the Designated Beneficiary nor a court of competent jurisdiction, has partially or totally revoked, suspended, or terminated the authority delegated to you to act on behalf of the Designated Beneficiary.

PRINT DESIGNATED BENEFICIARY/OTHER PSA NAME

DESIGNATED BENEFICIARY/OTHER PSA SIGNATURE

DATE MM DD YYYY

SIGN

X

X

Did you sign the form? Send the ENTIRE form to Fidelity Investments.
Questions? Go to [Fidelity.com/ABLE](https://www.fidelity.com/ABLE) or call 844-458-2253.

Regular mail
Fidelity Investments
PO Box 770001
Cincinnati, OH 45277-0002

Overnight mail
Fidelity Investments
100 Crosby Parkway KC1K
Covington, KY 41015

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 1038342.1.0 (11/22)