26 - 11/10/26

Monica I. Mezzapelle
STATE TREASURER

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STATE TREASURY
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October 21, 2026

Her Excellency, Governor Kelley A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the State Treasurer, as Trustee of the New Hampshire Higher Education Savings Plan Trust (the "Trust"), to amend the following document relating to the New Hampshire College Tuition Savings Plan (the "Savings Plan") to become effective November 10, 2026, subject to approval of the Governor and Executive Council:

> Amended and Restated Investment Management Agreement (the "IMA") dated April 28, 2003, between the State Treasurer, as Trustee, and Fidelity Management and Research, LLC d/b/a Fidelity FMR Co. (the "Investment Manager"), as amended.

There is no financial impact to the State. All compensation paid to the Program Administrator and all administrative costs incurred by the Trust are funded by means of an administrative assessment collected directly from the investment portfolios of participants in the Savings Plan.

EXPLANATION

Statutory Background – The New Hampshire College Tuition Savings Plan was established in 1997 pursuant to RSA 195-H, which authorized the creation of a State-sponsored college tuition savings plan qualified under Section 529 of the Internal Revenue Code (the "Program"). The Program currently consists of two savings plans: 1) the UNIQUE College Investing Plan ("UNIQUE") – a retail plan offered directly to the public, and; 2) the Fidelity Advisor 529 Plan ("FA529") – available only through third-party investment advisors that are able to offer these accounts to their own clients.

RSA 195-H also created the 13-member New Hampshire College Tuition Savings Plan Advisory Commission (the "Advisory Commission") and authorized the creation of the New Hampshire Higher Education Savings Plan Trust (the "Trust"), established in 1998, in order to carry out and promote the State's purposes for the Program, with the State Treasurer serving as Trustee. The

Trust currently has over one million participant accounts with $37.3 billion in participant-invested assets under management, making the State's Program the fourth-largest 529 plan in the nation.

RSA 6:38 established the New Hampshire Excellence in Higher Education Endowment Trust Fund (the "Fund") to provide postsecondary education scholarships for financially-qualified New Hampshire residents attending participating New Hampshire colleges. Fund revenues are derived from an administrative assessment applied to the market value of each participant account. Since inception, the Fund has distributed over $250 million in scholarship aid for the benefit of New Hampshire students. The Fund also provides reimbursement to the State for administrative costs incurred on behalf of the Trust, the State Treasury, and the Advisory Commission.

Fidelity Service Contracts – In 1998 the State Treasurer, as Trustee, with the advice and consent of the Advisory Commission and the approval of the Governor and Executive Council, contracted with Fidelity to provide investment, recordkeeping, regulatory compliance, and administrative services as a result of a rigorous Request for Proposal process. The two resulting service contracts (the Investment Management Agreement and the Management and Administrative Services Agreement) have been amended from time to time and are in effect through December 31, 2028. Amendments to these agreements have been made in order to remain compliant with Section 529 of the federal tax code and investment disclosure requirements, and strengthen the competitiveness of the Savings Plan in the national marketplace by reducing investment fees, adding investment options, enhancing technology and services, and reducing participant barriers such as account maintenance costs and contribution minimums, all with the overall goal of promoting education savings, particularly among middle and lower income families.

Requested Action – The Investment Manager is proposing to reduce investment management fees on select age-based and static investment options within the UNIQUE and FA529 Plans. The active age-based portfolios for both plans will have a 10 basis points reduction on average, and the active Aggressive and Moderate Growth portfolios will have an average of six (6) basis points reduction for both plans. The UNIQUE Plan blend-age-based portfolios will have an average reduction of four (4) basis points across the glide-path. The proposed fee reductions are expected to improve the overall competitiveness of the New Hampshire plan in the marketplace, ultimately benefiting the participants of the New Hampshire 529 College Tuition Savings Plan.

Respectfully Submitted,

/s/ Monica I. Mezzapelle
State Treasurer and Trustee

Attachments:

Executed Amended and Restated Investment Management Agreement (the "IMA") dated April 28, 2003, between the State Treasurer, as Trustee, and Fidelity Management and Research, LLC d/b/a Fidelity FMR Co. (the "Investment Manager"), as amended.

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AMENDED AND RESTATED INVESTMENT MANAGEMENT AGREEMENT

AGREEMENT effective as of the 28th day of April 2003 and amended and restated on October 4, 2011, February 8, 2012, August 1, 2013, October 15, 2014, October 5, 2016, June 7, 2017, September 30, 2017, April 20, 2018, January 2, 2019, June 5, 2019, September 1, 2019, March 15, 2020, February 8, 2021, December 31, 2021, June 15, 2022, August 1, 2024, October 1, 2025, and November 10, 2026 by and between Fidelity Management & Research Company LLC., a Delaware limited liability company, as successor by merger to FMR Co., Inc., a Massachusetts corporation, d/b/a Fidelity FMR Co. ("FMR"), (such surviving entity hereinafter "FMR" or "Investment Manager"), an investment adviser registered under the Investment Advisers Act of 1940, with its principal offices at 245 Summer Street, Boston, Massachusetts and the Treasurer of the State of New Hampshire, acting as Trustee of the New Hampshire Higher Education Savings Plan Trust (the "Trustee"), with its principal offices at the Treasury Department, 25 Capitol Street, Concord, New Hampshire 03301.

WITNESSETH THAT:

WHEREAS, the State of New Hampshire ("the State") has adopted legislation (the "Authorizing Legislation") enabling the State to establish and maintain the New Hampshire College Tuition Savings Plan, a college savings plan designed to constitute a "qualified tuition program" under Section 529 of the United States Internal Revenue Code of 1986, as amended from time to time (the "Plan") and to provide for the administration and operation of the Plan;

WHEREAS, the State has established the New Hampshire Higher Education Savings Plan Trust (the "Trust"), with the Treasurer of the State of New Hampshire as Trustee, under the laws of the State of New Hampshire as a vehicle to establish the Plan and to allow participants to establish accounts with the Trust (the "Accounts") and to save assets to fund the costs of qualified higher education expenses;

WHEREAS, the Plan allows contributions to be made to the Trust by participants who have executed a Participation Agreement with the Trust, and the Plan provides for the administration and investment of such contributions;

WHEREAS, the Trust is divided into investment pools (the "Pools") which are and will be invested under different investment strategies in accordance with the investment guidelines (the "Guidelines") set forth in Schedule A attached hereto, as revised from time to time in accordance with this Agreement;

WHEREAS, the Trust authorizes the Trustee, upon approval of the New Hampshire College Tuition Savings Plan Advisory Commission, to enter into one or more contracts, subject to Governor and Executive Council approval, to obtain administrative, marketing and management services for the Plan, including for investment of the assets of the Trust;

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WHEREAS, the Trust has entered into a Restated Management and Administrative Services Agreement (the "Restated MAS Agreement") by and among the Trustee acting on behalf of the Trust and FMR, a Massachusetts corporation, Fidelity Brokerage Services LLC and FMR under which the Fidelity entities provide services, including investment management services, in order to meet the administrative and investment obligations of the Trust;

WHEREAS, the Trustee wishes to enter into this Restated Investment Management Agreement (the "Agreement") for the purpose of restating the prior agreement under which the Trustee retained FMR as investment manager to manage the assets of the Trust (the "Investment Manager"), and to incorporate changes to the Agreement as the Trustee and FMR agree.

WHEREAS, the New Hampshire College Tuition Savings Plan Advisory Commission ("Advisory Commission") approved the Trustee to enter into this Agreement for the purpose of restating the prior agreement under which the Trust retained FMR as Investment Manager, and to incorporate changes to the Agreement as the Trust and FMR agree.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Trustee and FMR do enter into this Agreement, which replaces and supersedes the prior agreement and all amendments thereto, and hereby agree as follows:

I. APPOINTMENT OF THE INVESTMENT MANAGER

Subject to the terms and conditions of this Agreement, the Trustee hereby appoints FMR as Investment Manager to manage, pursuant to the guidelines referred to in Section VI hereof, such of the assets as are in the Accounts from time to time, and FMR agrees to serve as Investment Manager. FMR shall develop, implement and operate the Plan at the Trustee's direction. The assets of the Trust shall be preserved, invested and expended by FMR pursuant to and for the purposes of the Trust.

II. REPRESENTATIONS AND WARRANTIES

2.1 The Trustee hereby represents and warrants as follows:

(a) the Trust is a trust duly organized, validly existing and in good standing under the laws of the State of New Hampshire;

(b) the Trustee has the full legal right, power and authority to execute and deliver the Agreement and to consummate the transactions contemplated thereby;

(c) the execution and delivery of the Agreement has been duly and validly approved by the Commission (as such term is defined in the Restated MAS

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Agreement) and the Trustee in accordance with all applicable state laws including the Authorizing Legislation;

(d) with the exception of Governor and Executive Council approval, no consents or approvals of any agency or instrumentality of the State of New Hampshire or of any third party are necessary in connection with the execution and delivery by the Trustee of the Agreement and the consummation of the transactions contemplated hereby; and

(e) to the best of the Trustee's knowledge, the execution and delivery of the Agreement and performance of the Restated Agreement will not conflict with or constitute on the part of the Trustee a breach or default under any agreement or other instrument to which the Trustee is a party or any existing law, administrative regulation, court order or consent decree to which the Trustee is subject.

2.2 FMR hereby represents and warrants as follows:

(a) FMR is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction under whose laws it is organized;

(b) FMR has the full legal right, power and authority to execute and deliver the Agreements and to consummate the transactions contemplated thereby;

(c) FMR has obtained all necessary corporate actions approving the execution and delivery of the Agreement;

(d) no consents or approvals of or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any third party are necessary in connection with the execution and delivery by FMR of the Agreement and the consummation of the transactions contemplated hereby; and

(e) to the best of the FMR's knowledge, the execution and delivery of the Agreement and performance of the Agreement will not conflict with or constitute on the part of FMR a breach or default under any agreement or other instrument to which any of FMR is a party or any existing law, administrative regulation, court order or consent decree to which FMR is subject.

2.3 FMR represents and warrants that it is an investment adviser registered as such with the U.S. Securities and Exchange Commission and shall make all necessary notice and other filings with the various states to the extent required to conduct such business, including the State. FMR represents and warrants that its directors, officers, employees, and other individuals or entities dealing with the money and/or securities of the Trust are and shall continue to be at all times covered by blanket fidelity bond or similar coverage in an amount not less than that required currently by rule 17g-(1) of the Investment Company Act of 1940 or related provisions as may be promulgated from time

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to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company. FMR represents and warrants that it is covered by an errors and omissions insurance policy in an amount not less than $10 million and that it will continue to maintain such coverage or similar coverage during the term of this Agreement.

III. POWERS AND DUTIES OF THE INVESTMENT MANAGER

FMR shall manage the Trust assets in accordance with the provisions of the Declaration of Trust, the Restated MAS Agreement and this Agreement, and to that end FMR shall have full power and authority to:

3.1 issue orders for or make purchases or sales of securities including both individual securities and shares of mutual funds advised by affiliates, subsidiaries or divisions of Fidelity Management & Research Co. or funds held out with the Fidelity name ("Fidelity Investments mutual funds" or "Fidelity Funds") or other property or part interest therein for the Account directly to or with a broker, dealer, or other person;

3.2 invest daily cash balances;

3.3 exercise or abstain from exercising any option, privilege, or right attaching to any asset in the Account;

3.4 vote on behalf of the Trustee all proxies with respect to non-mutual fund holdings of the Trust;

3.5 determine or confirm, as the case may be, consistent with the procedures and policies adopted by the Investment Manager, the value of any securities holdings or other assets of the Pools, including (but not limited to) providing recommendations for fair valuations and maintaining records and written backup information with respect to such valuation determinations; and

3.6 perform any or all acts reasonably necessary to carry out the duties described in this Agreement.

IV. COMPENSATION

For the performance of its duties hereunder, the Trustee shall pay FMR in accordance with the fee provisions set forth in Schedule B hereto. During the term of this Agreement and any subsequent extension, the payment by the Trustee, on behalf of the Trust, of such compensation as provided herein shall represent full and adequate compensation to FMR for its obligations under this Agreement and the Restated MAS Agreement. The Trustee's payment obligations under this Agreement shall be limited recourse obligations payable solely from the assets of the applicable Pool of the Trust.

V. DUTIES OF THE TRUSTEE

The Trustee shall:

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5.1 provide FMR with such information pertaining to the Trust as the Investment Manager may reasonably request;

5.2 compensate FMR for its services under this Agreement as set forth in Schedule B attached hereto; and

5.3 provide FMR with true and correct copies of the Declaration of Trust, and any and all amendments thereto. FMR agrees to hold such copies confidential and, except as otherwise required by law, not to deliver said copies to any other party, without the prior written consent of the Trustee.

5.4 approve the Guidelines attached as Schedule A hereto as revised from time to time in accordance with this Agreement.

VI. INVESTMENT OBJECTIVES - GUIDELINES

The current Guidelines are approved by the Trustee on behalf of the Trust and are set forth in Schedule A attached hereto. FMR shall make its investment decisions consistent with such Guidelines, but otherwise shall have sole and exclusive authority and discretion to manage and control the assets of the Account. FMR shall manage the Pools in accordance with the Guidelines and have responsibility for underlying fund selection with respect to each Pool. Changes in Guidelines may be made from time to time and shall be made only with the express written consent of the Trustee, who shall make due allowance for the time which FMR shall have to come into compliance with such changed Guidelines.

VII. PERFORMANCE OF DUTIES - STANDARD OF CARE

FMR shall be obligated to perform its duties under this Agreement:

7.1 by diversifying, consistent with the Guidelines outstanding from time to time under Section VI, the investments of the Trust assets, unless under the circumstances it is clearly prudent not to do so; and

7.2 in accordance with the documents and instruments governing the Trust; provided, however, that the duties of FMR shall be governed exclusively by this Agreement and the Restated MAS Agreement to the extent that the provisions of any such plan documents are inconsistent with this Agreement and the Restated MAS Agreement.

VIII. INDEMNIFICATION

FMR shall defend, indemnify and hold harmless the State, its officers and employees, including the Trustee, the Trust and the Commission, from and against any and all losses suffered by the State, its officers and employees, including the Trustee, the Trust and the Commission, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, including the Trustee, the Trust and the

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Commission, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) either (i) the acts or omissions of FMR or its agents, subcontractors or subconsultants, relating to the qualification of the Plan under section 529 of the Code; or (ii) the negligence, gross negligence, reckless disregard or willful misconduct of FMR or its agents, subcontractors or subconsultants in the performance of the Services required hereunder, except in both cases to the extent such liability or damage is caused by the negligence, gross negligence, reckless disregard or willful misconduct by the State, its officers or employees, including the Trustee, the Trust, and the Commission. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

IX. APPOINTMENT OF AGENTS

FMR may at any time in its discretion appoint (and may at any time remove) one or more parties as agent to perform services in connection with FMR's duties under this Agreement. Such agents may only be subsidiaries, affiliates or divisions of FMR LLC or FMR, and may include but not be limited to the use of Fidelity Brokerage Services LLC, Fidelity Distributors Company LLC, formerly known as Fidelity Investments Institutional Services Company, Inc., and their affiliates to provide brokerage and custodial services. However, FMR may at any time in its discretion appoint one or more unaffiliated custodians or sub-custodians with respect to the Pools to facilitate the orderly transition of assets within the Trust. The Investment Manager shall use its best efforts to seek to execute Trust transactions at prices which are reasonable in relation to the benefits received. Selected brokers or dealers may also provide brokerage and research services (as those terms are defined in Section 28(e) of the Securities and Exchange Act of 1934) to the Trust and/or the other accounts over which FMR or its affiliates exercise investment discretion. The Investment Manager is authorized to pay such broker or dealer a commission for executing a Pool transaction for the Trust which is excess of the amount of commission another broker or dealer would have charged for effecting that transaction if FMR determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage and research services provided by such broker or dealer. The agents and nominees of FMR will be required to exercise the same degree of care in performing each such service without exception as FMR would be obligated to exercise if it were performing the same itself. The appointment of any such agent shall not relieve FMR of any of its liabilities or responsibilities hereunder.

X. TERMINATION

This Agreement shall take effect on the date first stated above, provided it has then been approved by the Advisory Commission and the Governor and Executive Council (the "Effective Date"). This Agreement shall continue in effect until the date on which the Restated MAS Agreement is terminated in accordance with the terms of the Restated MAS Agreement. It is the intent of the Trustee and FMR that this Agreement and the Restated MAS Agreement are inextricably related and that the termination or

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expiration of one of these contracts shall result in the termination or expiration of both of them. Except as provided in section 7.4 of the Restated MAS Agreement, if this Agreement is terminated during any period of time for which FMR has or has not been compensated, the fee due to FMR for such period shall be prorated to the date of termination.

XI. MISCELLANEOUS

11.1 In the performance of this Agreement, FMR is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither FMR nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

11.2 In connection with the performance of the investment management services required hereunder, FMR shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligation or duty upon FMR, including but not limited to civil rights and equal opportunity laws. During the term of this Agreement, FMR shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

11.3 FMR shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Trustee.

11.4 On or after the effective date of this Agreement, all Data (defined below) developed, produced or obtained by FMR shall be the property of the State, and shall be returned to the State in a mutually agreeable electronic format that can be used by any successor program manager upon termination of this Agreement for any reason. All Data shall be kept confidential and not disclosed by FMR or any agent, subcontractor or subconsultant, or other person or entity that obtains Data in conjunction with the performance of this Agreement without the prior written consent of the Trustee, except as otherwise required by law or this Agreement. As used in this Agreement, the word "Data" shall mean all information developed or obtained by reason of this Agreement, including but not limited to studies, reports, files, drawings, analyses, and designs specifically for the purposes of providing services under this Agreement and, all marketing materials of any kind, all trademarks, servicemarks and tradenames developed for the Plan, copyrighted materials, computer printouts, dedicated telephone numbers, notes, letters, customer lists, memoranda, papers and documents, whether finished or unfinished and all Data of any kind relating to Accounts maintained with the Trust or the Plan. The Trustee acknowledges that this Agreement does not involve the acquisition by the Trustee of any computer programs or other internal administrative systems developed by FMR and used to enable FMR to provide the Services required hereunder. All trademarks, servicemarks and trade names owned by FMR, any data relating to FMR customers except as such data relates to Accounts maintained with the Trust or the Plan,

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and any proprietary administrative, computer or technical programs or systems developed and used by FMR to enable FMR to provide the Services required hereunder is and shall remain the property of FMR. This provision shall survive the termination of this Agreement.

11.5 No failure by the Trustee or the Trust to enforce any provisions hereof after any breach or failure to perform shall be deemed a waiver of its rights with regard to such event, or any subsequent breach or failure to perform. No such failure to enforce any provision hereof be deemed a waiver of the right of the Trustee or the Trust to enforce each and all of the provisions hereof upon any further or other default on the part of FMR.

11.6 This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

11.7 The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

11.8 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

11.9 Nothing in this Agreement shall be construed to require FMR to do anything that would, in its reasonable judgment, contravene any requirements of applicable law or regulation.

11.10 During and for a reasonable time after the term of this Agreement, FMR shall permit the Trustee or its agents (including but not limited to independent public accountants or consultants of any kind selected by the Trustee) at all reasonable times during business hours to inspect, at the expense of the Trust, the Data (defined above) created and maintained pursuant to this Agreement for reasonable audit and inspection by the Trustee.

11.11 This Agreement may be amended, waived or modified only by an instrument in writing signed by the parties hereto and such amendment, waiver or modification will only become effective after such review and approval by the Governor and Executive Council of the State of New Hampshire required under then applicable state law.

11.12 The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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11.13 The Trustee acknowledges that FMR has provided to it Part II of FMR's Form ADV or the equivalent thereof.

XII. NOTICES

Any notice, instruction, request, consent, demand or other communication required or contemplated by this Agreement to be in writing, shall be given or made or communicated by United States certified or first-class mail (or by FAX following immediately by United States certified or first-class mail), addressed as follows:

If to the Trust:	New Hampshire College Tuition Savings Plan State Treasurer State of New Hampshire 25 Capitol Street, State House Annex, Room 121 Concord, New Hampshire 03301
If to FMR:	Fidelity Investments 88 Black Falcon Avenue, Suite 167 V4C Boston, Massachusetts 02210 Attention: Mary A. Connors

provided that each party shall, by written notice, promptly inform the other party of any change of address.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FIDELITY MANAGEMENT & RESEARCH COMPANY LLC

By: Signed by: Michael Shulman 109155FBA42B46A...
Michael Shulman
Assistant Treasurer

THE TREASURER OF THE STATE OF NEW HAMPSHIRE
acting as Trustee of THE NEW HAMPSHIRE HIGHER EDUCATION SAVINGS PLAN TRUST

By: [redacted]
Monica I. Mezzapelle
New Hampshire State Treasurer
As Trustee

Approval by Attorney General (Form, Substance and Execution)

By: Jackson Place, ~~Assistant~~ Attorney ~~General~~

On: October 19, 2026

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SCHEDULE A

Investment Management Guidelines for
New Hampshire Higher Education Savings Plan Trust

The Trustee hereby establishes investment guidelines dated November 16, 2006, as amended and revised on October 4, 2011, February 8, 2012, August 1, 2013, September 30, 2017, April 20, 2018, January 2, 2019, June 5, 2019, September 1, 2019, March 15, 2020, February 8, 2021, December 31, 2021, June 15, 2022, August 1, 2024, October 1, 2025, and November 10, 2026.

The Trust is composed of a number of investment pools dedicated exclusively to the management of the assets contributed by donors for ultimate direction to qualified higher education expenses.

One grouped set of pools (the "Retail and Employee Pools" or “Retail and Employee Portfolios”) is and will be primarily marketed directly to the public by Fidelity Brokerage Services LLC. This set of pools may also be marketed in the future, at such time as the Trustee and Fidelity Brokerage Services LLC may mutually agree, by Fidelity Brokerage Services LLC to employees through their place of employment.

A second grouped set of pools (the "Advisor Pools" or “Advisor Portfolios”) is and will be marketed to the public through financial intermediaries not part of the Fidelity Investments group of companies. This set of pools is also marketed by financial intermediaries to employees through their place of employment.

The Retail and Employee Pools and the Advisor Pools shall each contain four types of pools. The first type of pool ("changing allocation pools") shall be designed to accommodate beneficiaries of similar ages. The second type of pool ("static allocation pools") shall be designed to accommodate beneficiaries without regard to age. The third type of pool (“individual fund pools”) shall be designed to invest in a single underlying mutual fund and accommodate beneficiaries without regard to age. The fourth type of pool (“stable value pools”) shall be designed to invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks and accommodate beneficiaries without regard to age.

The Trustee may offer additional types of pools in the Trust. Upon mutual agreement of the Trustee and Investment Manager, the Trust may offer a fifth type of pool (“sustainability pool”), which shall be designed to invest in a combination of actively-managed and/or index Fidelity mutual funds that invest in companies that meet certain sustainability criteria and accommodate beneficiaries without regard to age.

The pools shall have the following characteristics:

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I.A. INVESTMENT OBJECTIVES FOR RETAIL AND EMPLOYEE POOLS

The Retail and Employee Pools shall have three series of changing allocation pools, two series of static allocation pools, one series of individual fund pools, and one series of a stable value pool available for investment.

The first series of changing allocation pools invests primarily in actively-managed mutual funds. The investment objective of each changing allocation pool shall be capital appreciation with reasonable safety of principal, consistent with the ages of the beneficiaries. For younger beneficiaries the Investment Manager shall place a greater emphasis on capital appreciation. For older beneficiaries, the Investment Manager shall place a greater emphasis on preservation of capital.

The second series of changing allocation pools invests primarily in index mutual funds. The investment objective of each changing allocation pool shall be capital appreciation with reasonable safety of principal, consistent with the ages of the beneficiaries. For younger beneficiaries the Investment Manager shall place a greater emphasis on capital appreciation. For older beneficiaries, the Investment Manager shall place a greater emphasis on preservation of capital.

The third series of changing allocation pools invests in a combination of actively-managed and index mutual funds. The investment objective of each changing allocation pool shall be capital appreciation with reasonable safety of principal, consistent with the ages of the beneficiaries. For younger beneficiaries the Investment Manager shall place a greater emphasis on capital appreciation. For older beneficiaries, the Investment Manager shall place a greater emphasis on preservation of capital.

The first series of static allocation pools invests primarily in actively-managed mutual funds. Of this series, there shall be three types of static allocation pools. The first type shall maintain a neutral mix over time of 100% of its assets in equity mutual funds. The investment objective of this static allocation pool shall be growth of capital over the long term by allocating its assets among equity mutual funds and commodities-related mutual funds. The second type shall maintain a neutral mix over time of approximately 70% of assets in equity mutual funds and 30% of assets in bond mutual funds. The investment objective of the second type of static allocation pool shall be to maximize total return over the long term by allocating its assets among equity, commodity-related, and bond mutual funds. The third type shall be invested approximately 45% in bond mutual funds and 55% in short-term bond mutual funds at all times. The primary investment objective of the third type of this form of static al1ocation pool is preservation of capital by allocating its assets among bond and short-term mutual funds. Income is a secondary objective.

The second series of static allocation pools invests primarily in index mutual funds. Of this series, there shall be three types of static allocation pools. The first type shall maintain a neutral mix over time of 100% of its assets in equity mutual funds. The investment objective of this static allocation pool shall be growth of capital over the long

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term by allocating its assets among equity mutual funds and commodities-related mutual funds. The second type shall maintain a neutral mix over time of approximately 70% of assets in equity mutual funds and 30% of assets in bond mutual funds. The investment objective of the second type of this form of static allocation pool shall be to maximize total return over the long term by allocating its assets among equity, commodity-related, and bond mutual funds. The third type shall be invested approximately 45% in bond mutual funds and 55% in short-term bond mutual funds at all times. The primary investment objective of the third type of this form of static al1ocation pool is preservation of capital by allocating its assets among bond and short mutual funds. Income is a secondary objective.

The individual fund pools shall each invest in a single underlying index-based mutual fund or non-index based money market mutual fund. The investment objective of each such pool shall be the same as the investment objective of the mutual fund in which it invests. The individual fund pools that invest in index mutual funds shall invest as follows: Fidelity Index 500 Fund; Fidelity Total Market Index Fund; Fidelity Global ex US Index Fund; Fidelity Intermediate Treasury Bond Index Fund, or any successor funds thereof. Additional pools of this type may be formed at any time by action of the Advisory Commission.

The stable value pool shall invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks. The investment objective of such a stable value pool, subject to certain restrictions, shall be the preservation of principal while providing a steady, positive rate of return.

Upon mutual agreement of the Trustee and Investment Manager, the Trust may offer a sustainability pool, which shall invest in a combination of index and actively-managed mutual funds. The pool shall actively allocate around a neutral mix of approximately 70% of assets in sustainable equity mutual funds and 30% of assets in sustainable bond mutual funds. The investment objective of such a sustainability pool is to seek maximum total return over the long term by allocating assets among equity and bond mutual funds.

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I.B. INVESTMENT OBJECTIVES FOR ADVISOR POOLS

The Advisor Pools shall have one series of changing allocation pools, one series of static allocation pools, one series of individual fund pools, and one series of a stable value pool available for investment.

The changing allocation pools invest primarily in actively-managed mutual funds. The investment objective of each changing allocation pool shall be capital appreciation with reasonable safety of principal, consistent with the ages of the beneficiaries. For younger beneficiaries the Investment Manager shall place a greater emphasis on capital

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appreciation. For older beneficiaries, the Investment Manager shall place a greater emphasis on preservation of capital.

The static allocation pools invest primarily in actively-managed mutual funds. There shall be two types of static allocation pools. The first type shall maintain a neutral mix over time of 100% of its assets in equity mutual funds. The investment objective of the first type of static allocation pool shall be growth of capital over the long term by allocating its assets among equity mutual funds and commodities-related mutual funds. The second type shall maintain a neutral mix over time of approximately 70% of assets in equity mutual funds and 30% of assets in bond mutual funds. The investment objective of the second type of static allocation pool shall be to maximize total return over the long term by allocating its assets among equity, commodity-related, and bond mutual funds.

The individual fund pools shall primarily invest in actively-managed mutual funds or a non-index money market mutual fund. These pools shall be invested each in a single underlying mutual fund at all times. The investment objective of each pool is the same as the investment objective of the single mutual fund in which it invests, or any successor fund thereof, as stated in the then current prospectus for the mutual fund. There shall be seventeen pools of this third type, and the mutual funds in which they shall invest are as follows: Fidelity Advisor Diversified International fund, Fidelity Advisor Dividend Growth Fund, Fidelity Advisor Asset 60% Fund, Fidelity Advisor Equity-Growth Fund, Fidelity Advisor Equity-Income Fund, Fidelity Advisor Global Strategies Fund, Fidelity Advisor Growth Opportunities Fund, Fidelity Advisor New Insights Fund, Fidelity Advisor Small Cap Fund, Fidelity Advisor Strategic Dividend & Income Fund, Fidelity Advisor Stock Selector Mid Cap Fund, Fidelity Advisor Value Strategies Fund, Fidelity Advisor High Income Fund, Fidelity Advisor Inflation-Protected Bond Index Fund, Fidelity Advisor Limited Term Bond Fund, Fidelity Advisor Strategic Income Fund, and Fidelity Advisor Total Bond Fund. Additional individual fund pools may be formed at any time by action of the Advisory Commission.

The stable value pool shall invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks. The investment objective of such a stable value pool, subject to certain restrictions, shall be the preservation of principal while providing a steady, positive rate of return.

Upon mutual agreement of the Trustee and Investment Manager, the Trust may offer a sustainability pool, which shall invest in a combination of index and actively-managed mutual funds. The pool shall actively allocate around a neutral mix of approximately 70% of assets in sustainable equity mutual funds and 30% of assets in sustainable bond mutual funds. The investment objective of such a sustainability pool is to seek maximum total return over the long term by allocating assets among equity and bond mutual funds.

II. INVESTMENT PHILOSOPHY

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The Trust's investment philosophy seeks to take advantage of the opportunities available through investing in separate Pools of mutual funds geared to the Investment Objectives set forth above. The Investment Manager shall set the allocation of each (i) changing allocation, static allocation, individual fund, and sustainability pool's (if the Trustee and Investment Manager mutually agree to offer a sustainability pool) assets in a Pool of Fidelity Investments mutual funds or in a single Fidelity Investments mutual fund consistent with the objectives of that pool, and (ii) stable value pool's assets in a pool of individual securities or Fidelity Investments mutual funds and investment contracts issued by third-party insurance companies or banks consistent with the investment objective of that pool.

III. POOL GUIDELINES

A. Universe

The available universe of mutual funds is as follows: (1) for the changing allocation pools, the available universe shall include a broad list of Fidelity Investments Series mutual funds, (2) for the static allocation pools, the available universe shall include a broad list of Fidelity Investments Series mutual funds, (3) for the individual fund pools, the available universe shall include a broad list of Fidelity Investments retail mutual funds, (4) for a stable value pool, the available universe shall include individual securities or Fidelity Investments mutual funds and investment contracts issued by third-party insurance companies or banks, and (5) for a sustainability pool (if the Trustee and Investment Manager mutually agree to offer a sustainability pool), the available universe shall include a broad list of Fidelity Investments retail mutual funds. For each pool type, the available mutual fund universe will have investment objectives and policies running across several market categories and capitalization tiers.

In addition, to the extent that any pool receives securities or other distributions from any mutual fund as result of a redemption of such fund's shares, the Investment Manager shall have the authority to manage and/or dispose of any such securities on behalf of the pools. The Investment Manager may, at its discretion, establish one or more transition accounts on behalf of the Trust to facilitate the management of any such assets, and may employ the services of one or more affiliated or unaffiliated custodians to facilitate the transition of such assets.

B. Investment Restrictions

The pools will not make any investments other than those set forth in Section III.A.

C. Changes in Pool Guidelines

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In consultation with the Investment Manager, the Trustee may make changes from time to time in the investment guidelines set forth in A. and B. above if investment conditions indicate that such changes would be beneficial and accomplish the purposes of the Trust. Any approved changes to the investment guidelines shall be implemented by the Investment Manager as soon as reasonably practicable following such approval.

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SCHEDULE B

1. Fee Schedule for Retail Pools

The fee schedule for Retail Pools sold directly to the public is as follows:

Program Manager Fee

(a) For pools that primarily invest in actively-managed mutual funds, the Trustee shall pay to the Investment Manager a fee accrued and computed daily against the assets in all Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.05% from January 1, 2012 through the end of the First Renewal Term, which shall include the Initial Term, and any subsequent Renewal periods, as defined in §7.2 and §7.3 of the Restated Management and Administrative Services Agreement, as amended from time to time.

(b) For pools that primarily invest in index mutual funds, the Trustee shall pay to the Investment Manager a fee accrued and computed daily against the assets in all Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.02% from January 1, 2012 through the end of the First Renewal Term, which shall include the Initial Term, and any subsequent Renewal periods, as defined in §7.2 and §7.3 of the Restated Management and Administrative Services Agreement, as amended from time to time.

(c) For pools that invest in a combination of actively-managed and index mutual funds (including the sustainability pool shall the Trustee and Investment Manager mutually agree to offer such a pool in the Trust), the Trustee shall pay to the Investment Manager a fee accrued and computed daily against the assets in all Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.03% through the end of the First Renewal Term, which shall include the Initial Term, and any subsequent Renewal periods, as defined in in §7.2 and §7.3 of the Restated Management and Administrative Services Agreement, as amended from time to time.

(d) For pools that invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the Trustee shall pay to the Investment Manager a fee accrued and computed daily against the assets in all Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.07% through the end of the First Renewal Term, which shall include the Initial Term, and any subsequent Renewal periods, as defined in in §7.2 and §7.3 of the Restated Management and Administrative Services Agreement, as amended from time to time.

For pools that invest in a stable value separately-managed account that invests in

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individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, there shall be a contractual fee, which is subject to vary, accrued and computed daily and payable monthly against the assets in such a pool assessed by the third-party insurance companies or banks ("Wrap Fee"). The Wrap Fee rate, as of the effective date of this Agreement, is 0.15% - 0.16% and is based on the terms of the contractual arrangement between the Investment Manager, on behalf of the Trust as policyholder, and the third-party insurance companies or banks ("Wrap Contracts"). The Wrap Fee is a variable rate and subject to change over time without notice. The Wrap Fee will be disclosed in the then-current Plan Fact Kit effective as of the date the Trustee and Investment Manager mutually agree to offer a stable value pool in the Plan and if necessary, in a supplement to the then-current Fact Kit to reflect any subsequent Wrap Fee rate changes. The Trustee shall pay to the Investment Manager the Wrap Fee to compensate the third-party insurance companies or banks as set forth in the Wrap Contracts. The payment of the Wrap Fee to the Investment Manager does not result in any additional compensation to the Investment Manager. Payment shall be made immediately following the end of each calendar month.

Portfolio Management Fee

For (1) changing allocation and static allocation pools that invest primarily in actively-managed mutual funds ("Fidelity Funds Portfolios"), the Trustee shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate as set forth in the Portfolio Management Fee table detailed below of the assets in all Accounts invested in such pools; (2) changing allocation and static allocation pools that invest primarily in index mutual funds ("Fidelity Index Portfolios"), the Trustee shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate as set forth in the Portfolio Management Fee table detailed below of the assets in all Accounts invested in such Portfolios, (3) changing allocation pools that invest in a combination of actively-managed and index mutual funds ("Fidelity Blend Portfolios"), the Trustee shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate as set forth in the Portfolio Management Fee table detailed below of the assets in all Account invested in such pools, and (4) a stable value separately-managed account pool that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the Trustee shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate of 0.30% against the assets in all Accounts of such pool. Payment shall be made immediately following the end of each calendar month.

The Investment Manager will collect all fees from the assets of the Trust. Fees shall be payable solely out of the assets in the applicable pools.

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Portfolio Management Fee Table
January 2, 2027

Fidelity Funds Portfolios	**Portfolio 2045***	**Portfolio 2042***	**Portfolio 2039***	**Portfolio 2036***	**Portfolio 2033***	**Portfolio 2030***	**Portfolio 2027***	**College Portfolio**	**Aggressive Growth Portfolio**	**Moderate Growth Portfolio**	**Conservative Portfolio**
Portfolio Management Fee (bps)	53	51	49	47	45	42	39	38	72	61	30
Fidelity Index Portfolios	**Portfolio 2045**	**Portfolio 2042**	**Portfolio 2039**	**Portfolio 2036**	**Portfolio 2033**	**Portfolio 2030**	**Portfolio 2027**	**College Portfolio**	**Aggressive Growth Portfolio**	**Moderate Growth Portfolio**	**Conservative Portfolio**
Portfolio Management Fee (bps)	5	5	5	5	5	5	5	5	4	4	4
Fidelity Blend Portfolios	**Portfolio 2045***	**Portfolio 2042***	**Portfolio 2039***	**Portfolio 2036***	**Portfolio 2033***	**Portfolio 2030***	**Portfolio 2027***	**College Portfolio**			
Portfolio Management Fee(bps)	41	40	39	37	34	31	27	26			

* The Portfolio Management Fee for the changing allocation Fidelity Fund Portfolios and the changing allocation Fidelity Blend Portfolios will be reduced annually. The amount of such reductions over time for each such changing allocation Portfolio is reflected in the Portfolio Management Fee Rolldown Schedule detailed below and in a Fact Kit supplement distributed no later than January of each calendar year. Any Portfolio Management Fee adjustments will take effect on the first day of each calendar year and remain constant through the last day of the applicable calendar year. These fee reductions will occur annually until each Portfolio's asset allocation aligns and merges with the College Portfolio.

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Portfolio Management Fee Rolldown Schedule*
(Fidelity Funds Portfolios & Fidelity Blend Portfolios)
January 2, 2027

Portfolio Year**	Years to College	Fidelity Funds Portfolios (bp)	Fidelity Blend Portfolios (bp)
	20	55	41
	19	54	41
2045	18	53	41
	17	53	40
	16	52	40
2042	15	51	40
	14	51	39
	13	50	39
2039	12	49	39
	11	49	38
	10	48	38
2036	9	47	37
	8	47	36
	7	46	35
2033	6	45	34
	5	45	33
	4	43	32
2030	3	42	31
	2	41	30
	1	39	29
2027	0	39	27
College Portfolio	---	38	26

*The Portfolio Management Fee Rolldown Schedule reflects the annual expense reduction for the changing allocation Fidelity Fund Portfolios and the changing allocation Fidelity Blend Portfolios. These fee reductions will occur annually until each Portfolio's asset allocation aligns and merges with the College Portfolio and will be reflected in a Fact Kit supplement distributed no later than January of each calendar year. Any Portfolio Management Fee adjustments will take effect on the first day of each calendar year and remain constant through the last day of the applicable calendar year.

**Portfolio Year represents each changing allocation Fidelity Funds Portfolio and Fidelity Blend Portfolio and the approximate year range between each such Portfolio until the oldest Portfolio reaches the year that it merges with the College Portfolio.

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The Investment Manager agrees and acknowledges that no assets of the Trust shall be invested in any mutual fund if a sales load would be imposed on that investment.

The Trustee agrees and acknowledges that in addition to the charges described above, each of the mutual funds that are chosen by the Investment Manager also has investment management fees and other expenses.

2. Fee Schedule for Advisor Pools

(i) Program Manager Fee

For Accounts in the Fidelity Advisor 529 Plan, the Trustee shall pay to the Investment Manager fees in the following amounts:

(a) With respect to all Accounts, except those where the Participant is, at the time of the establishment of the Account, a resident of Massachusetts or Delaware that (i) invest a changing allocation pool, static allocation pool, individual fund pool, or a sustainability pool (shall the Trustee and Investment Manager mutually agree to offer such a pool in the Trust) a fee accrued and computed daily against the assets in all such Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.10% and (ii) invest in a stable value separately-managed account pool that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, a fee accrued and computed daily against the assets in all such Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.07% through the end of the First Renewal Term, which shall include the Initial Term, and any subsequent Renewal periods, as defined in §7.2 and §7.3 of the Restated Management and Administrative Services Agreement, as amended from time to time.

Notwithstanding the foregoing, this fee shall be reduced in certain circumstances, as follows: if and to the extent that the Trustee at any time waives the corresponding fee charged to Participants under the Participation Agreement for investment in a pool that invests in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the fee to FMR shall be reduced in an equal amount. The Trustee shall not make any such fee waiver without the prior consent of FMR, which consent shall not be unreasonably withheld.

With respect to all Accounts that invest in a stable value separately-managed account that invests in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, there shall be a contractual fee, which is subject to vary, accrued and computed daily and payable monthly against the assets in such a pool, assessed by the third-party insurance companies or banks (“Wrap Fee”). The Wrap Fee rate, as of the effective date of this Agreement, is 0.15% - 0.16% and is based on the terms of the contractual arrangement between the Investment Manager, on behalf of the Trust as policyholder, and the third-party insurance companies or banks (“Wrap Contracts”). The Wrap Fee is a

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variable rate and subject to change over time without notice. The Wrap Fee will be disclosed in the then-current Plan Offering Statement effective as of the date the Trustee and Investment Manager mutually agree to offer a stable value pool in the Plan and if necessary, in a supplement to the then-current Offering Statement to reflect any subsequent Wrap Fee rate changes. The Trustee shall pay to the Investment Manager the Wrap Fee to compensate the third-party insurance companies or banks as set forth in the Wrap Contracts. The payment of the Wrap Fee to the Investment Manager does not result in any additional compensation to the Investment Manager. Payment shall be made immediately following the end of each calendar month

(b) With respect to all Accounts where the Participant is, at the time of the establishment of the Account, a resident of Massachusetts or Delaware that (i) invest in a changing allocation pool, static allocation pool, individual fund pool, or sustainability pool (shall the Trustee and Investment Manager mutually agree to offer such a pool in the Trust), a fee accrued and computed daily and payable monthly at an annual rate of 0.20% of the assets in such Accounts and (ii) invest in a stable value separately-managed account pool that invests in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, a fee accrued and computed daily against the assets in all such Accounts so sold and maintained with the Trust and payable monthly at an annual rate of 0.08%. Such payment shall be made immediately following the end of each calendar month. The parties understand and agree that the purpose of this higher compensation is to enable Fidelity to make payments to section 529 program sponsors in Massachusetts and Delaware. Fidelity shall pay to section 529 program sponsors in Massachusetts and Delaware an amount equal to that set forth in the qualified tuition plan agreements Fidelity has with such sponsors. If in the future Fidelity ceases making payments to one or both of those sponsors, it shall notify the Trustee of this fact and Fidelity's compensation under this Agreement shall be reduced in an equal amount.

Notwithstanding the foregoing, this fee shall be reduced in certain circumstances, as follows: if and to the extent that the Trustee at any time waives the corresponding fee charged to Participants under the Participation Agreement for investment in a pool that invests in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the fee to FMR shall be reduced in an equal amount. The Trustee shall not make any such fee waiver without the prior consent of FMR, which consent shall not be unreasonably withheld.

With respect to all Accounts that invest in a stable value separately-managed account that invests in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, there shall be a contractual fee, which is subject to vary, accrued and computed daily and payable monthly against the assets in such Portfolios assessed by the third-party insurance companies or banks (“Wrap Fee”). The Wrap Fee rate, as of the effective date of this Agreement, is 0.15% - 0.16% and is based on the terms of the contractual arrangement between the Investment Manager, on behalf of the Trust as policyholder ,

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and the third-party insurance companies or banks ("Wrap Contracts"). The Wrap Fee is a variable rate and subject to change over time without notice. The Wrap Fee will be disclosed in the then-current Plan Offering Statement effective as of the date the Trustee and Investment Manager mutually agree to offer a stable value pool in the Plan and if necessary, in a supplement to the then-current Offering Statement to reflect any subsequent Wrap Fee rate changes. The Trustee shall pay to the Investment Manager the Wrap Fee to compensate the third-party insurance companies or banks as set forth in the Wrap Contracts. The payment of the Wrap Fee to the Investment Manager does not result in any additional compensation to the Investment Manager. Payment shall be made immediately following the end of each calendar month

(ii) Portfolio Management Fee

For changing allocation and static allocation pools, the Trustee shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate as set forth in the Portfolio Management Fee table detailed below of the assets in all Accounts invested in such Portfolios. For a stable value separately-managed account pool that invests in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the Trustee shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate of 0.30% against the assets in all Accounts of such pool. Payment shall be made immediately following the end of each calendar month.

The Investment Manager will collect all fees from the assets of the Trust. Fees shall be payable solely out of the assets in the applicable pools.

Portfolio Management Fee Table
January 2, 2027

Fidelity Advisor 529 Portfolios	Portfolio 2045*	Portfolio 2042*	Portfolio 2039*	Portfolio 2037*	Portfolio 2034*	Portfolio 20231*	Portfolio 2028*	College Portfolio	Aggressive Growth Portfolio	Moderate Growth Portfolio
Portfolio Manage-ment Fee (bps)	53	51	50	48	46	43	39	38	73	64

* The Portfolio Management Fee for the changing allocation Portfolios will be reduced annually. The amount of such reductions over time for each such changing allocation Portfolio is reflected in the Portfolio Management Fee Rolldown Schedule detailed below and in an Offering Statement supplement distributed no later than January of each calendar year. These fee reductions will occur annually until each Portfolio's asset allocation aligns and merges with the College Portfolio. Any Portfolio Management Fee adjustments

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will take effect on the first day of each calendar year and remain constant through the last day of the applicable calendar year.

Portfolio Management Fee Rolldown Schedule*
(Changing Allocation Portfolios)
January 2, 2027

Portfolio Year**		Years to College		Fidelity Advisor 529 Portfolios (bp)
		20		55
		19		54
2045		18		53
		17		53
		16		52
2042		15		51
		14		51
		13		50
2039		12		49
		11		49
2037		10		48
		9		47
		8		47
2034		7		46
		6		45
		5		45
2031		4		43
		3		42
		2		41
2028		1		39
		0		39
College Portfolio		---		38

* The Portfolio Management Fee Rolldown Schedule reflects the annual expense reduction for the changing allocation Portfolios. These fee reductions will occur annually until each Portfolio's asset allocation aligns and merges with the College Portfolio and will be reflected in an Offering Statement supplement distributed no later than January of each calendar year. Any Portfolio Management Fee adjustments will take effect on the first day of each calendar year and remain constant through the last day of the applicable calendar year.

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**Portfolio Year represents each changing allocation Portfolio and the approximate year range between each such Portfolio until the oldest Portfolio reaches the year that it merges with the College Portfolio.

The Investment Manager agrees and acknowledges that no assets of the Trust shall be invested in any mutual fund if a sales load would be imposed on that investment.

The Trustee agrees and acknowledges that in addition to the charges described in the prior provisions of this paragraph, each of the mutual funds that are chosen by the Investment Manager also has investment management fees and other expenses.

(iii) With respect to all Accounts, but subject to the following sentence, a fee assessed annually of $20 per Account. This $20 annual charge shall be waived and not imposed for any year in which: (a) the Account or a Related Account (defined below) is subject to an election by the Participant to make automatic monthly additional contributions by electronic funds transfers; or (ii) the total asset value of the Account and Related Accounts equals or exceeds $25,000. The $20 annual charge also may be waived at the Adviser's discretion. For purposes of this provision, the term "Related Account" means any Account that is established for the same designated beneficiary.

(iv)(a) With respect to sales of Class A Units, Accounts shall be charged, payable immediately, a front-end sales charge as follows:

(1) To the extent that the dollars used to purchase Class A Units the following schedule shall apply:

Purchase Amounts	As a % of Offering Price
Up to $49,999	3.50%
$50,000 - $99,999	3.00%
$100,000 - $249,999	2.50%
$250,000 - $499,999	1.75%
$500,000 - $999,999	1.50%
$1,000,000 or more	0.00%

(2) To the extent that the dollars used to purchase Class A Units are allocated to a pool that invests in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, no front-end sales charge shall be payable; however, if such a Class A Unit is purchased and subsequently exchanged for a Class A Unit in another pool available for investment exchange in the Trust, then at the time of the exchange, there shall become immediately payable an amount equal to the amount that would have become immediately payable had such type of Class A Unit been purchased initially.

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(3) With respect to all Class A Units outstanding, an additional fee accrued and computed daily and payable monthly at an annual rate of 0.25%, except that for Class A Units invested in a pool that invests in a single underlying bond fund, the annual rate shall be 0.15% instead of 0.25%. Notwithstanding the foregoing, the fee computed daily at the 0.25% annual rate shall be reduced in certain circumstances, as follows: if and to the extent that the Trustee at any time waives the corresponding fee charged to Participants under the Participation Agreement for investment in a pool that invests in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the fee to FMR shall be reduced in an equal amount. The Trustee shall not make any such fee waiver without the prior consent of FMR, which consent shall not be unreasonably withheld.

(4) With respect to purchases of Class A Units of $1,000,000 or more that qualify for a full load waiver, a contingent deferred sales charge of 1.00% (based on the lesser of the original cost of the Units or the value of the Units at the time of redemption) will be assessed on Units that do not remain in a Pool for a period of at least one uninterrupted year. The contingent deferred sales charge will not apply to any amount attributable to investment gains, to redemptions used to pay for a Beneficiary's qualified higher education expenses, or to redemptions due to a Beneficiary's death, disability, or receipt of a scholarship.

(5) The front-end sales charge will not apply to purchases of Class A Units for (a) purchases by any employee of a firm, and any member of the immediate family of such person, if such firm has in effect a Selling Agreement for the Fidelity Advisor 529 Plan with Fidelity Investments Institutional Services Company, Inc.; (b) purchases with "Fidelity 529 Dollars" generated from the Fidelity Investments College Rewards credit card; (c) purchases through a trust institution or bank department for a managed account that is charged an asset based fee (but Accounts managed by third parties do not qualify for this waiver); and (d) purchases of $10.00 or less.

(v) (a)(1)) With respect to Class C Units outstanding: (a) an additional fee accrued and computed daily and payable monthly at an annual rate of 1.00%, and (b) with respect to all such Class C Units redeemed, a contingent deferred sales charge at a rate of 1.00% of any amount withdrawn during the first year. The contingent deferred sales charge will not apply to any amount attributable to investment gains, to redemptions used to pay for a Beneficiary's qualified higher education expenses, or to redemptions due to a Beneficiary's death, disability, or receipt of a scholarship. Also, the contingent deferred sales load will not apply to any such Class C Units purchased by exchanging other Class C Units. In such cases, the contingent deferred sales load applicable to the originally purchased category of Class C Units shall continue to apply instead. Notwithstanding the foregoing, the fee computed daily at the 1.00% annual rate with respect to pools that invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment

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contracts issued by third-party insurance companies or banks shall be reduced in certain circumstances, as follows: if and to the extent that the Trustee at any time waives the corresponding fee charged to Participants under the Participation Agreement, the fee to FMR shall be reduced in an equal amount. The Trustee shall not make any such fee waiver without the prior consent of FMR, which consent shall not be unreasonably withheld.

(2) Class C Units purchased in Accounts on or after June 8, 2017, will automatically convert to Class A units five (5) years from the date of the original purchase of such Class C Units. Any Class C Units purchased prior to June 8, 2017 and held in an Account for a period of five (5) years from the date of the original purchase will automatically convert to Class A Units beginning on or about October 9, 2017. All conversions will be made on the basis of the relative net asset values of the two classes, without imposition of any sales load, fee or other charge.

(vi) With respect to Class D Units outstanding, an additional fee accrued and computed daily and payable monthly at an annual rate of 0.50%.

(vii) With respect to Class P Units outstanding, an additional fee accrued and computed daily and payable monthly at an annual rate of 0.75%. Notwithstanding the foregoing, the fee computed daily at the 0.75% annual rate with respect to pools that invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks shall be reduced in certain circumstances, as follows: if and to the extent that the Trustee at any time waives the corresponding fee charged to Participants under the Participation Agreement, the fee to FMR shall be reduced in an equal amount. The Trustee shall not make any such fee waiver without the prior consent of FMR, which consent shall not be unreasonably withheld.

(viii) An Institutional Class of Units ("Class I Units") will be available for sale to Participants (a) who purchase Units through a broker dealer, registered investment adviser, trust institution, or a bank department that has elected to make available such Class I Units to their clients, (b) who participate in the Plan's Workplace Program and purchase Units through a broker dealer, registered investment advisor, trust institution, or a bank department that has elected to make available for purchase such Class I Units to their clients, and (c) whose Account is no longer associated with a financial intermediary and whose Units were exchanged by Fidelity from a Class of Units of a Portfolio currently held in such Account to Class I Units of the same Portfolio. Class I Units are not subject to front-end sales charges, contingent deferred sales charges, or distribution fees. Please check with your advisor to determine if Class I Units are available for sale through your advisor's firm.

Notwithstanding the foregoing description of the fee structure, the Trustee may from time to time adopt reductions in sales loads for Participants as specified in the

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applicable offering document, and to the extent that such reductions result in reduced charges to Participants the fees payable to FMR shall automatically decrease by the same amounts.

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FIDELITY MANAGEMENT & RESEARCH COMPANY LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 22, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **242875**

Certificate Number: **0008041326**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2026.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 4EA874B2-7637-8F41-8024-1326E051FD92

CERTIFICATE OF AUTHORITY
Fidelity Management & Research Company LLC.
(the "Company")

In connection with the Amended and Restated
Investment Management Agreement
by and between
the Treasurer of the State of New Hampshire
and
Fidelity Management and Research Company LLC
(the "Agreement")

I, Lisa D. Krieser, Assistant Secretary of Fidelity Management & Research Company LLC (the "Company"), do hereby certify that Michael Shulman is the duly elected, appointed and qualified Assistant Treasurer of the Company, is acting as such officer of the Company at the time of the signing of the Agreement, is duly authorized to sign the Agreement on behalf of the Company, and is empowered to bind the Company to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, I have signed this Certificate as of the date indicated below.

Date: 10/14/2026

Signed by:
Lisa D. Krieser
D0378B522CB04FB...

Lisa D. Krieser
Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY): 10/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: Cert Requests FMR LLC PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: FMRcertrequests@lockton.com
INSURED 1374622 FMR Co., Inc. d/b/a Fidelity FMR Co. 88 Black Falcon First Floor, East Side, Suite 167, Mailzone V7E Boston MA 02210	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Liberty Mutual Fire Insurance Company — 23035 INSURER B: --- SEE ATTACHMENT --- INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 24173428 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TB2-631-510772-046	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ Excluded $ 2,000,000 $ 25,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	See Attached	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day advance notice of cancellation (10 days non-pay) applies in favor of the certificate holder.

CERTIFICATE HOLDER

24173428
The State of New Hampshire
Monica Mezzapelle, State Treasurer
NH College Tuition Savings
Plan Advisory Commission
25 Capital Street, Room 121
Concord, NH 03301

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment Code: D585707 Master ID: 1374622, Certificate ID: 24173428



Full Listing of Workers Compensation Policies for FMR LLC:

Policy #	Eff. Date	Exp. Date	Issuing Company	NAIC#	States
WA5-63D-510772-016	01/01/2026	01/01/2027	LM Insurance Corporation	33600	All Other States
WC5-631-510772-026	01/01/2026	01/01/2027	LM Insurance Corporation	33600	MN & WI



The State of New HampshireMonica
Mezzapelle, State TreasurerNH College
Tuition Savings
Plan Advisory Commission25 Capital
Street, Room 121
Concord,NH03301

Dear FMR Co., Inc. certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 24173428.

- Email: FMRCertRequests@Lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies