



Agreement Terms

The Accountholder named below ("Accountholder") has entered into a written agreement (the "Advisory Agreement") with the Adviser to provide certain services with respect to the Account identified below (the "Account"). The Accountholder requests that MFS Heritage Trust Company as Trustee or Custodian of the Account (the "MHTC"), pay to the Adviser directly from the Account by redeeming a number of shares sufficient to yield the Adviser's fees (the "Fees") to which the Adviser and the Accountholder have agreed in the Advisory Agreement. The MHTC agrees to make such payment on the following terms and conditions, to which all parties of this Service Fee Agreement ("Agreement") agree:

- (1) The Accountholder hereby directs MHTC to pay the Fees by redeeming a number of shares sufficient to yield the Fees directly from the Account upon MHTC's receipt of these instructions. The Accountholder assumes full and sole responsibility for monitoring, evaluating, and negotiating the Fee. The Accountholder represents that the Advisory Agreement is in full force and effect.
- (2) The Accountholder and the Adviser represent that the Advisory Agreement provides that the Account is solely liable for the payment of the Fees and that the Accountholder will not pay the Fees directly at any time. The Accountholder has reviewed this with Counsel and both represent and warrant to MHTC and MFS Fund Distributors, Inc. ("MFD") that the payment of the Fees to the Adviser is not a reportable event for any tax purposes, and therefore, no additional tax reporting is required.
- (3) Neither MHTC nor MFD, nor any affiliate of either, shall have any responsibility or liability with respect to the Fees, other than to pay them in a timely manner by redeeming a number of shares sufficient to yield the Fees from the Account in accordance with these instructions and any subsequent written notice of modification or termination of the Advisory Agreement received in a timely fashion by MHTC or MFD. Because MHTC hereby agrees to pay the Fees, subject to all terms contained in this Agreement, the obligation to pay such Fees shall be deemed to be an obligation of the Account incurred by MHTC for purposes of the IRA Trust Agreement or 403(b) Custodial Agreement.
- (4) Neither MHTC nor MFD, nor any affiliate of either, have made any representations or shall have responsibility or liability for the tax treatment or consequences of the payment of Fees from the Account.
- (5) Neither MHTC nor MFD, nor any affiliate of either, recommends or endorses the Adviser or these services offered by the Adviser, nor do they in any way participate in such services or the selection or retention of the Adviser.
- (6) The Accountholder and the Adviser, in order to induce MHTC, MFD, and the affiliates (including parent or subsidiary corporations) of each and each of their directors, employees, officers, and agents (the "Indemnitees") to redeem the number of shares sufficient to yield the Fees directly from the Account and pay them to the Adviser hereby agree to indemnify each such Indemnitee and hold each of them harmless from and against any loss, liability, cost or expense (including, without limitation, counsel fees and expenses in connection with the contest or settlement of any claim) that any one of them might incur or sustain, or discover that they have incurred or sustained, by reason of any claim or claims which may be made against any of them as a result of the performance of their obligations described above. This provision shall survive termination of this Agreement for any reason.
- (7) This Agreement shall be governed by the laws of the State of New Hampshire, except to the extent it may be preempted by federal law.

Each party shall indicate its Agreement with the terms and conditions of this Agreement by executing in the space provided. Once this Agreement is properly executed by all of the parties, it shall be effective as of the date it is executed by the Accountholder.

Accountholder/Shareholder Instructions



This agreement must be executed each time a redemption is requested for an MFS IRA Account or MFS 403(b) Account.

Check one: MFS IRA Account MFS 403(b) Custodial Account

Accountholder _____ Social Security Number _____ / _____ / _____

In accordance with the above Agreement, please redeem \$ _____ from
(Fund Name and Account Number) _____

And make check payable to:

Advisor Company Name _____

Adviser's Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Daytime Phone # (_____) _____ - _____

Agreed to:

Advisor Firm

By: _____
Signature of Authorized Person at Advisor's Firm

_____/_____/_____
Date

Accountholder Signature

_____/_____/_____
Date

MFS Heritage Trust Company

By: _____
Eric G. Burns, President



*The signature(s) must be guaranteed by an eligible bank, broker, dealer, credit union, national securities exchange registered securities association, clearing agency, or savings association. Signature guarantees shall be accepted in accordance with policies established by MFSC. Notarization by a Notary Public is not acceptable in lieu of a signature guarantee provided by one of the eligible guarantor institutions listed above

If you have any questions about this form, please contact the MFS Retirement Plans Service Department at 1-800-637-1255 between 8:00 a.m. and 8:00 p.m. Eastern time.

MAIL COMPLETED FORM TO:

Regular Mail
MFS Service Center, Inc.
P.O. Box 55824
Boston, MA 02205-5824

Overnight Mail
MFS Service Center, Inc.
500 Boylston St.
Boston, MA 02116-3741