MFS® INVESTMENT MANAGEMENT

CHOOSE WHAT FITS.®

MFS® SIMPLE IRA

MFS® SIMPLE IRA Plan

Everything you need to open an account

EMPLOYEE RESOURCE GUIDE

Instructions

1. Complete the MFS® SIMPLE IRA application.

2. Make all checks payable to MFS Heritage Trust Company.

For SIMPLE IRA Transfers

Send the transfer form along with your application to MFS®.

For Rollovers

If you are rolling over assets from another SIMPLE IRA within 60 days, check the "Rollover check attached" box in Section 3 of the application and send the application with your check to MFS.

Be sure to keep the MFS SIMPLE IRA Disclosure Statement, Form 5305-S SIMPLE Individual Retirement Trust Account, and a copy of your application for your records.

The mailing addresses for all forms and checks are

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

Overnight mail:
MFS Service Center, Inc
c/o Boston Financial Data Services
30 Dan Road
Canton, MA 02021-2809

If you have any questions, please contact us at 1-800-637-1255.

A1

MFS® SIMPLE IRA Application

1. Investor Information Please print clearly in capital letters.

FIRST NAME MI LAST NAME

MAILING ADDRESS

CITY STATE ZIP CODE -

SOCIAL SECURITY NUMBER - -

MONTH DAY YEAR
(DATE OF BIRTH — REQUIRED)

RESIDENTIAL ADDRESS (REQUIRED IF DIFFERENT FROM MAILING ADDRESS)

CITY STATE ZIP CODE -

☐ I AM A MINOR (Parent or Guardian must sign this form.)

2. Employer Information Please print clearly in capital letters.

COMPANY NAME

MAILING ADDRESS

CITY STATE ZIP CODE -

DAYTIME PHONE NUMBER CONTACT NAME

☐ YES ☐ NO
EXISTING PLAN AT MFS?

EXISTING PLAN NUMBER

A2

3. Fund Choice

Please see the MFS Family of Funds® page located at the back of this resource guide for MFS fund numbers. Minimum purchase is $25 per fund. The enclosed contributions are for tax year _____ .

☐ Rollover check attached (within 60 days of your receipt from another SIMPLE IRA.)

FUND NUMBER	PERCENTAGE		SALARY REDUCTION ($)	EMPLOYER CONTRIBUTION ($)
	%	OR	$, .	$, .
	%	OR	$, .	$, .
	%	OR	$, .	$, .
	%	OR	$, .	$, .
	%	OR	$, .	$, .

A $25 trustee fee will be assessed annually. The fee will be waived for accounts with a balance that exceeds $50,000 on the day such fee is assessed.

4. Dealer Information FOR DEALER USE ONLY (This section must be completed.)

We authorize MFS Service Center, Inc. (MFSC) to act as our agent in connection with transactions under this authorization form and agree to notify the distributor of any purchase made under the Letter of Intent (LOI) or Right of Accumulation (ROA). We guarantee the investors' signatures and certify that we have verified the identity of the investors.

REGISTERED REPRESENTATIVE'S FIRST NAME | MI | LAST NAME

FIRM NAME | FIRM NUMBER

BRANCH STREET ADDRESS | BRANCH NUMBER | REGISTERED REPRESENTATIVE NUMBER

CITY | STATE | ZIP CODE -

REGISTERED REPRESENTATIVE'S PHONE NUMBER | REGISTERED REPRESENTATIVE'S E-MAIL ADDRESS

_____ AUTHORIZED SIGNER OF BROKER/DEALER FIRM (REQUIRED)

_____ DATE

If you are aware of additional accounts that may qualify for linking under MFS' ROA policy, please notify us.

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5. Beneficiary Information

A. Beneficiary Designation Default: If you wish to elect that your beneficiary designation will be the beneficiary designation default that is provided in the MFS Individual Retirement Account Trust Agreement, check the box below. (The default is that the beneficiary shall be the individual's surviving spouse, or if none, his or her surviving children per stirpes, or if none, the individual's estate.)

☐ **Check here to choose the Beneficiary Designation Default**

B. Other Beneficiary Designation: Please check the box and provide the information regarding your designated beneficiaries below.

☐ **My beneficiary designation is listed below and/or attached**

If you have additional primary or secondary beneficiaries, attach a separate list and indicate percentage.

Primary Beneficiary

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE % | ☐ SPOUSE | ☐ OTHER | MONTH DAY YEAR (DATE OF BIRTH/TRUST) | SOCIAL SECURITY NUMBER

Primary Beneficiary

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE % | ☐ SPOUSE | ☐ OTHER | MONTH DAY YEAR (DATE OF BIRTH/TRUST) | SOCIAL SECURITY NUMBER

Secondary Beneficiary (if the primary beneficiary(ies) should fail to survive me)

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE % | ☐ SPOUSE | ☐ OTHER | MONTH DAY YEAR (DATE OF BIRTH/TRUST) | SOCIAL SECURITY NUMBER

6. Trustee Acceptance

MFS® Heritage Trust Company℠ shall serve as Trustee under this FORM 5305-S SIMPLE Individual Retirement Trust Account only: (1) for the MFS Family of Funds, (2) in accordance with the terms and conditions of the Trust Agreement, and (3) provided that the required forms are properly completed and received by MFSC. The Trustee's acceptance of your SIMPLE IRA will be acknowledged by written confirmation from MFS of your initial purchase. This confirmation will reference your account "MFS Heritage Trust Company as Trustee for [your name] SIMPLE IRA."

7. Investor Signature

I hereby establish an MFS SIMPLE IRA Trust, appoint MFS Heritage Trust Company as Trustee, and: (1) acknowledge that I have received and read the current prospectus(es) for the funds chosen in Section 3 and the appropriate MFS SIMPLE IRA Disclosure Statement and Form 5305-S SIMPLE Individual Retirement Trust Account and (2) certify that, under penalty of perjury, my Social Security number shown above is correct. I understand that MFSC may use information provided on this application to verify the identity of investors. In the event that MFSC, on behalf of the fund, is unable to verify the identity of investors, MFSC and the fund reserve the right to take additional steps, up to and including closing the account, if required by applicable law.

A3

Important information about procedures for opening a new account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In the event that MFSC, on behalf of the fund, is unable to verify the identity of investors, MFSC and the fund reserve the right to take additional steps, up to and including closing the account, if required by applicable law.

INVESTOR'S SIGNATURE
(Or signature of parent or guardian, if investor is a minor)

DATE

SIGNATURE OF SPOUSE
(Only required in community property states, when designated beneficiary is not your spouse)

DATE

WITNESS TO SIGNATURE*
*Testamentary dispositions required to be witnessed in some jurisdictions

DATE

B1

MFS® SIMPLE IRA Transfer Form

1. Investor Information Please print clearly in capital letters.

FIRST NAME

MI

LAST NAME

SOCIAL SECURITY NUMBER (required)

REGISTERED REPRESENTATIVE'S LAST NAME

REGISTERED REPRESENTATIVE'S PHONE NUMBER

2. Type of SIMPLE IRA Transfer

Complete 'A' for a transfer to your new MFS SIMPLE IRA. Complete 'B' only if you are transferring contributions being made to your SIMPLE IRA at your designated financial institution (DFI).

A. Transfer from a SIMPLE IRA currently invested or deposited in:

☐ MFS funds (enter fund numbers)

(Please see the MFS Family of Funds® listing at the back of this book for fund numbers.)

☐ CDs

NAME OF INSTITUTION

DATE OF MATURITY*

(Paperwork should be received no more than two weeks prior to CD maturity date.)

☐ Non-MFS investment

NAME OF INSTITUTION

ACCOUNT NUMBER

CONTACT NAME (IF ANY)

NAME OF RESIGNING TRUSTEE/CUSTODIAN

PHONE NUMBER

MAILING ADDRESS OF RESIGNING TRUSTEE/CUSTODIAN

CITY

STATE

ZIP CODE

B. I will be transferring contributions on a periodic basis from the designated financial institution (DFI).

☐ **To DFI:** Please transfer to my MFS SIMPLE IRA, on a periodic basis, the contributions made to the account described above in accordance with IRC Sec. 403(p)(7).

3. Transmittal Instructions

Important: Contact the trustee or custodian for their requirements before completing this section.
To resigning custodian/trustee:

☐ **Transfer in kind.** I am requesting a transfer of shares from a brokerage firm or bank SIMPLE IRA presently invested in the MFS fund(s) as indicated in Section 2.

☐ I also wish to transfer my non-MFS Money Market SIMPLE IRA from the above firm to MFS.
To resigning custodian: If this box is checked, please liquidate any non-MFS money market shares and send to the MFS address below.

☐ **Liquidate** ☐ **all** or

☐ **part** ($_____) of the account described in Section 2 to my MFS IRA.

☐ **immediately** or ☐ **at maturity.**

Send assets as follows:

☐ **Mail check.** Make check payable to MFS Heritage Trust Company Trustee for _____ SIMPLE IRA
(NAME, MFS REFERENCE NUMBER)

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

Overnight mail:
MFS Service Center, Inc.
c/o Boston Financial Data Services
30 Dan Road
Canton, MA 02021-2809

☐ **Wire funds.** Wire funds to:

State Street Bank and Trust Co.
Boston, MA 02101
ABA #011000028
Credit MFS DDA Number 99034795

For further credit to IRA for _____

4. Investment Instructions Check one.

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☐ Open a new account (Complete and attach **Form A**, upon which you may indicate your investment instructions, leaving the fields below blank.)

☐ Invest in my existing MFS IRA(s) as follows (also indicate any additional MFS fund choices in the boxes below):

FUND NUMBER	PERCENTAGE	FUND NUMBER	PERCENTAGE
	%		%
	%		%
	%		%

Percentage must equal 100%.

5. Authorization to Transfer

Important: Contact the Trustee or Custodian of the IRA you are transferring to see if a signature guarantee or other documentation is required to proceed. Space is provided below for a signature guarantee, if required.

Please transfer my SIMPLE Individual Retirement Account (IRA) as described in Section 2, in accordance with the above instructions, to my MFS SIMPLE IRA.

Investor signature _____ Date _____

Signature guaranteed by:

Name of firm _____

Signature of authorized person _____

6. Trustee Acceptance (for MFS use only)

MFS Heritage Trust Company is willing to accept the assets described above and credit them to the MFS Fund Distributors, Inc. SIMPLE Individual Retirement Trust Account for which it is trustee. MFS Heritage Trust Company agrees to the redemption and transfer from fiduciary to fiduciary as authorized above.

Authorized MFS signature _____ Date _____
On behalf of MFS Heritage Trust Company

Form **5305-S**
(Rev. March 2002)
Department of the Treasury
Internal Revenue Service

SIMPLE Individual Retirement Trust Account

(Under section 408(p) of the Internal Revenue Code)

Do not file with the Internal Revenue Service

Name of participant	Date of birth of participant	**Social security number**

Address of participant	Check if transfer SIMPLE IRA . ▶ ☐ Check if amendment . . . . ▶ ☐

Name of trustee	Address or principal place of business of trustee
MFS® Heritage Trust Company℠	**c/o MFSC, P.O. Box 55824, Boston, MA 02205-5824**

The participant named above is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The trustee named above has given the participant the disclosure statement required by Regulations section 1.408-6.

The participant and the trustee make the following agreement:

Article I

The trustee will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the trustee will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the trustee.

Article II

The participant's interest in the balance in the trust account is nonforfeitable.

Article III

1. No part of the trust account funds may be invested in life insurance contracts, nor may the assets of the trust account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the trust account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the trust account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

2. The participant's entire interest in the trust account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the trustee, to have the balance in the trust account distributed in:

(a) A single sum or

(b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.

3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the participant dies on or after the required beginning date and:

(i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

(b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.

4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform

lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

1. The participant agrees to provide the trustee with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.

2. The trustee agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.

3. The trustee also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations.

Note: The following space (Articles VIII through Article XIII) has been used for additional provisions.

Article VIII

1. Communications to Trustee. All notices, requests, directions, instructions and other communications to or from the Trustee shall be made by such method as the Trustee may from time to time prescribe or permit which methods include in writing, telephonically or electronically, to the extent such method is in accordance with applicable law. The Trustee shall be entitled to rely on any such communication believed by it to be genuine or properly given and shall have no duty of inquiry with respect to any of the matters stated therein or the consequences to the Participant or Beneficiary thereof, and shall be fully protected in acting or omitting to take any action in reliance upon any such communication.

2. Voting. MFS Fund Shares held in the SIMPLE IRA Account shall be voted by, or in accordance with the instructions of, the Participant or Beneficiary. The Trustee shall deliver, or cause to be delivered, to the Participant or to the Beneficiary if the Beneficiary is then receiving benefits under Article IV, all notices, financial statements, prospectuses, contracts, proxies and proxy materials relating to the MFS Fund Shares in the SIMPLE IRA Account. The Trustee shall vote MFS Fund Shares held in the SIMPLE IRA Account in accordance with proper voting instructions from the Participant or Beneficiary. Absent such instructions the Trustee is hereby directed to and shall vote such MFS Fund Shares for or against any proposition in the same proportion as all MFS Fund Shares of the relevant MFS Fund for which instructions have been received.

3. Powers of Trustee. Subject to Article IX, and except as otherwise limited under the terms of this Agreement, the Trustee shall have the power and authority in the administration of the SIMPLE IRA Account to do all acts, to execute and deliver all instruments and to exercise for the sole benefit of the Participant and his Beneficiary any and all powers which would be lawful were it in its own right the actual owner of the property held, including by way of illustration, but not in limitation of the powers conferred by law, the following:

(a) To sell or exchange any part of the assets of the SIMPLE IRA Account;

(b) To register any asset held by the Trustee in its own name, or in nominee or bearer form that will pass by delivery;

(c) To consent to or participate in dissolutions, reorganization, mergers, sales, transfers or other changes in securities held by the Trustee, and in such connection to delegate the Trustee's powers and to pay assessments, subscriptions, and other charges;

(d) To make distributions from the SIMPLE IRA Account in cash or in kind pursuant to the provisions of the Agreement; and

(e) To invest and reinvest all or a part of the contributions made to the SIMPLE IRA Account and dividends, capital gain distributions or any other income thereon in MFS Fund Shares (including fractional shares carried to the third decimal place) and to retain such Shares without any duty of further diversification.

4. Compensation and Expenses. The Trustee shall receive such compensation for its services hereunder as may be agreed upon from time to time by the Trustee and the Participant, or by the Trustee and the Beneficiary of the Participant if the Beneficiary is then receiving benefits under Article IV. The Application contains a statement of the Trustee's compensation. MFS Fund Distributors, Inc. is hereby delegated the power to agree to such compensation on behalf of the Participant or Beneficiary, provided that after at least 30 days' notice to the Participant or Beneficiary of any increase in compensation, no objection shall have been made thereto. Any compensation of the Trustee, and any expenses, liabilities or other charges incurred by the Trustee in the administration of the SIMPLE IRA Account, shall be paid from the SIMPLE IRA Account unless paid by the Participant. In addition, the Trustee may, upon such terms and conditions (including without limitation receipt of such documentation) as the Trustee deems necessary, agree to pay directly from the SIMPLE IRA Account certain advisory or other similar fees at the direction of the Participant or Beneficiary, or his or her designee.

5. Resignation and Removal. The Trustee may resign at any time upon notice to MFS Fund Distributors, Inc. and may be removed by MFS Fund Distributors, Inc. at any time upon notice to the Trustee. Any such notice of resignation or removal shall take effect on the date specified therein, which shall not be less than 30 days after the delivery thereof, unless such notice shall be waived by the party entitled to the notice. Upon such resignation or removal, MFS Fund Distributors, Inc. shall appoint a successor trustee, which successor shall be a "bank" (as defined in Code Section 408(n)) or such other person who has demonstrated to the satisfaction of the Commissioner of Internal Revenue that he will administer the trust in a manner consistent with the law. In the event that MFS Fund Distributors, Inc. exercises this power, the Participant or Beneficiary, if such Beneficiary is then receiving benefits under Article IV, shall be deemed to have consented to such change of Trustee if no objection is received by MFS Fund Distributors, Inc. within 30 days after the Participant or Beneficiary receives notice of the change. If within 30 days after the Trustee's resignation or removal MFS Fund Distributors, Inc. has not appointed a successor trustee that has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for appointment of a successor trustee. Upon receipt by the Trustee of acceptance of appointment by the successor trustee, the Trustee shall transfer and pay over to such successor the assets of the SIMPLE IRA Account and all records pertaining thereto. The Trustee is authorized, however, to reserve such sum of money as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the SIMPLE IRA Account or on or against the Trustee. Any balance remaining after payment of such items shall be paid over to the successor trustee. The successor trustee shall thereafter be deemed to be the Trustee under this Agreement.

6. Failure to Consent. If the Participant or Beneficiary does not consent to an appointment of a successor trustee, a change in the Trustee's compensation, or an amendment to this Agreement made or agreed to by MFS Fund Distributors, Inc., this Agreement shall be deemed amended by the Participant or Beneficiary, with the result that MFS Fund Distributors, Inc. shall cease to be the sponsor of this Agreement. Further, the Trustee shall notify the Participant or Beneficiary as soon as possible following such objection of its resignation as trustee of this SIMPLE IRA Account as of the thirtieth day following the date of such notice. If within thirty (30) days from the date of such notice the Participant or Beneficiary fails to appoint a new trustee or take other appropriate action with respect to the SIMPLE IRA Account, the Participant or Beneficiary directs the Trustee to distribute all assets held under the SIMPLE IRA Account in a lump sum as soon as administratively reasonable after the close of said thirty day period.

Article IX

1. Cash Contributions. The Trustee shall apply each cash contribution to the IRA Account to the purchase of MFS Fund Shares (including fractional shares carried to the third decimal place) in accordance with the Participant's instructions.

2. Contributions in Property. The Trustee shall liquidate contributions of rollover amounts to the IRA Account that are in property other than cash, provided that if such property consists of or includes MFS Fund Shares the Trustee will, if so instructed by the Participant, hold such assets in the IRA Account. The Trustee shall invest the proceeds from such liquidation, after deduction for all expenses and charges, including fees of the Trustee, incurred in effecting such liquidation, in accordance with the provisions of Paragraph 1 of this Article IX.

3. Dividends and Other Payments. Dividends, capital gain distributions and any other cash payments attributable to MFS Fund Shares held in the SIMPLE IRA Account shall be invested in the same shares to which such payments are attributable unless the Participant otherwise directs. If dividend or capital gain distributions are payable in MFS Fund Shares or cash, at the option of the holder, the Trustee shall elect payment in full and fractional shares.

4. Change in Investment. The Participant may direct the Trustee at any time and from time to time: (i) to exchange the MFS Fund Shares held in the SIMPLE IRA Account for other MFS Fund Shares in accordance with the then current prospectuses relating to such shares; and (ii) to liquidate any investments then held in the SIMPLE IRA Account and invest the net proceeds in any form of investment permitted under this Article IX.

Article X

1. Amendment. This Agreement may be amended by the Trustee and by the Participant, or by the Trustee and the Beneficiary of the Participant if such Beneficiary is then receiving benefits under Article IV. In addition, the Participant hereby delegates to MFS Fund Distributors, Inc. the power to amend this Agreement on behalf of the Participant or Beneficiary. MFS Fund Distributors, Inc. shall notify the Participant or Beneficiary of any such amendment. The Participant or Beneficiary shall be deemed to have consented to any such amendment if he or she fails to object thereto within 30 calendar days from the date such notice is sent.

2. Termination. This Agreement shall terminate upon the complete distribution of the assets held in the SIMPLE IRA Account or in the event that a determination is made by the Internal Revenue Service that the SIMPLE IRA Account does not qualify as an individual retirement account within the meaning of Code Section 408(a). In the event the SIMPLE IRA Account is terminated, the balance in the SIMPLE IRA Account shall be distributed to the Participant or to the Beneficiary, as the case may be.

Article XI

1. Annual Accounting. The Trustee and/or its nominee shall send to the Participant, or to the Beneficiary if such Beneficiary is then receiving benefits under Article IV, at least once during each calendar year, a report concerning the status of a Participant's SIMPLE IRA Account including statements of all transactions in the SIMPLE IRA Account during the preceding calendar year, and statements showing the value of each asset held in the IRA Account as of December 31 of such preceding year. The Participant or Beneficiary should notify the Trustee of any exception or objection to the annual accounting within 60 days after it is so sent.

2. Notice. Unless different communication methods provided under Section 1 of Article VIII shall at any time apply, the annual accounting referred to in paragraph 1 immediately above and all other notices from the Trustee hereunder shall be mailed to the Participants address appearing on the Application or to such other address as the Participant, or the Participant's Beneficiary if such Beneficiary is then receiving benefits under Article IV, has notified the Trustee for this purpose.

3. Filing of Returns and Reports. The Trustee shall file such returns or reports with respect to the SIMPLE IRA Account as are required to be filed by it under the Code and regulations thereunder, including reports required under Code Section 408(i), or by the Department of Labor or the Department of Treasury, and the Participant or Beneficiary shall provide the Trustee with such information as it may require to file such reports.

Article XII

As used herein:

(a) "Beneficiary" shall mean the person or persons currently designated by the Participant (including individuals, trusts, estates, partnerships, corporations, associations, charitable or educational organizations or other similar entities), or by his Beneficiary if such Beneficiary is then receiving benefits in accordance with the minimum distribution requirements of Code Section 408(a)(6), as the Beneficiary or Beneficiaries on the form provided for this purpose by the Trustee or, if no such Beneficiary has been designated or is alive at the time of distribution, the executor or other legal representative of the Participant (or his Beneficiary). The initial Beneficiary shall be the person or persons designated as such on the Application. Where there is more than one Beneficiary designated, distributions from the SIMPLE IRA Account shall be made pro rata among those Beneficiaries who are alive at the time of the distribution, unless specified otherwise in the designation form.

(b) "MFS Fund Shares" means shares of any regulated investment company or companies within the meaning of Code Section 851(a) as may be designated by MFS Fund Distributors, Inc.

Masculine words will be read and construed in the feminine where required by the context.

Article XIII

Notwithstanding any provision in the document to the contrary, to the extent permitted by federal law, the Trustee shall comply with any order or levy for payment of child support obligations issued by any United States federal or state court, regardless of the state of issuance.

Article XIV

Notwithstanding any other provision in this Agreement, if the Participant has entered into any Spectrum or Select contract(s) relating to this SIMPLE IRA Account, the provisions of said contract(s) shall continue to apply to this SIMPLE IRA Account to the extent applicable. This SIMPLE IRA Account is established with the intent that it qualify as an "individual retirement account" under Code Section 408(a), and the provisions hereof shall be construed in accordance with such intent. To the extent not superseded by federal law, this Agreement shall be governed by the laws of the state of New Hampshire generally with respect to the duties, rights, and responsibilities of the Trustee, but shall be governed by the laws of the Commonwealth of Massachusetts with respect to matters relating to or arising out of any payment(s) made or to be made from the SIMPLE IRA Account.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-S is a model trust account agreement that meets the requirements of sections 408(a) and 408(p) and has been pre-approved by the IRS. A SIMPLE individual retirement account (SIMPLE IRA) is established after the form is fully executed by both the individual (participant) and the trustee. This account must be created in the United States for the exclusive benefit of the participant and his or her beneficiaries.

Do not file Form 5305-S with the IRS. Instead, keep it with your records.

For more information on SIMPLE IRAs, including the required disclosures the trustee must give the participant, see **Pub. 590,** Individual Retirement Arrangements (IRAs).

Definitions

Participant. The participant is the person who establishes the trust account.

Trustee. The trustee must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as trustee.

Transfer SIMPLE IRA

This SIMPLE IRA is a “transfer SIMPLE IRA” if it is not the original recipient of contributions under any SIMPLE IRA plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

Specific Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the participant reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the participant and trustee to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the trustee, trustee’s fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the participant, etc. Attach additional pages if necessary.

MFS® SIMPLE IRA Disclosure Statement

The following information is being provided to you by MFS® Heritage Trust Company℠ (the "Trustee") in accordance with the requirements of the Internal Revenue Code of 1986 and regulations thereunder, as amended (the "Code"). This statement should be read in conjunction with the MFS SIMPLE IRA agreement and application (collectively, the "Agreement") and the prospectus for each investment option you have selected. The provisions of the Agreement and prospectus(es) must prevail over this statement in any instance where this statement is incomplete or unclear.

This statement summarizes the requirements for establishing an MFS SIMPLE IRA and provisions of federal tax law applicable to SIMPLE IRAs. The state tax treatment of your IRA may be different; state tax information should be available from your state taxing authority or your own tax advisor.

Right to Revoke

You may revoke your SIMPLE IRA for any reason within seven calendar days after the date you sign the application by mailing or delivering a written request that your SIMPLE IRA be revoked to:

MFS Service Center, Inc.
Attention: SIMPLE Individual Retirement Account
P.O. Box 55824
Boston, MA 02205-5824

If you revoke your SIMPLE IRA, the entire amount of your contribution, without adjustment for items such as administrative expenses, fees, interest, or fluctuation in market value, will be returned to you. If you have any questions concerning this revocation procedure you may phone MFS at **1-800-637-1255**.

Introduction to SIMPLE Plans

The Small Business Job Protection Act of 1996 created a retirement plan called the Savings Incentive Match Plan for Employees of Small Employers (SIMPLE plans). Your employer has chosen to establish a SIMPLE plan, which will require each plan participant to establish a SIMPLE Individual Retirement Account ("SIMPLE IRA") into which plan contributions will be deposited. Internal Revenue Service regulations require that you be given this disclosure statement to ensure that you are apprised of the pertinent statutory rules governing a SIMPLE IRA and the federal tax consequences of establishing such an account.

SIMPLE IRA status

The Internal Revenue Service issues Form 5305-S, which is being used to establish your SIMPLE IRA. However, the Internal Revenue Service has approved only the form of your SIMPLE IRA and has not approved the merits of this SIMPLE IRA or the operation of the SIMPLE Plan under which your employer makes contributions to this account.

Contributions

1. Employees eligible for a SIMPLE IRA.

Information on eligibility to participate in your employer's SIMPLE Plan will be included in the summary description of the plan furnished to you by your employer.

2. Kind and amount.

(a) Types of Contributions. Contributions to a SIMPLE IRA may be either salary deferral contributions or employer contributions. Contributions other than rollover contributions must be made in cash and cannot exceed the maximum amount allowed under the Internal Revenue Code.

(b) Amount of Contributions. On a pretax basis, you may elect to contribute (through salary deferrals) up to $11,500 of your own compensation to your SIMPLE IRA. The $11,500 maximum contribution is effective for 2010 and may increase in future years. Also, individuals age 50 and older may make additional "catch-up" contributions of up to $2,500 (for 2010) to their SIMPLE IRAs. Any employee who will attain age 50 by the end of the calendar year is eligible to make catch-up contributions for that year. The limit on catch-up contributions may increase in future years. In addition to your contributions, your employer is required to make either (1) a dollar-for-dollar matching contribution or (2) a nonelective contribution to your account each year. In general, matching contributions must equal up to 3% of your compensation, but under certain circumstances, your employer may make lower matching contributions. If your employer chooses to make a lower matching contribution, you will be notified. Instead of the match, your employer may make a nonelective contribution on your behalf equal to 2% of your compensation (compensation for purposes of any nonelective contribution is limited to $245,000 (for 2010), as indexed).

(c) Rollover Contributions. During the two-year period beginning with the date you first participate in a SIMPLE plan, you may roll over or transfer contributions from one SIMPLE IRA only to another SIMPLE IRA. Once you have participated in a SIMPLE plan for two years, you may roll over or transfer contributions from a SIMPLE IRA to another IRA that is not a SIMPLE IRA, or you may be able to roll over your SIMPLE IRA into another eligible retirement plan that will accept the rollover.

3. Nature and Investment.

Contributions other than rollover contributions must be made in cash. Rollover contributions can be made either in cash or in other assets held in the account from which the rollover is being made. However, a SIMPLE IRA cannot be invested in life insurance or collectibles, nor may SIMPLE IRA assets be commingled with other property except in a common trust fund or common investment fund. There are also several other restrictions on the use of SIMPLE IRA assets described in the "Other Tax Considerations" section below. The assets in your SIMPLE IRA will be invested as you direct in MFS fund shares available for investment from time to time under the terms of your MFS SIMPLE IRA. You should read all information, including prospectuses, about the permissible investments that must be provided to you so that you can make an informed investment decision. All fees and other charges that must be paid from SIMPLE IRA assets in connection with each investment, and the method for computing and allocating earnings for each investment, are described in such informational materials. Growth in the value of your account invested in MFS fund shares cannot be guaranteed or projected.

4. Nonforfeitability.

Your interest in your SIMPLE IRA is at all times nonforfeitable. Your SIMPLE IRA is established for the exclusive benefit of you and your beneficiaries.

Distributions

1. Premature Distributions.

You may withdraw any or all of your SIMPLE IRA account at any time upon application to the Trustee in suitable form. However, if you make withdrawals from your SIMPLE IRA before you reach age 59½, a 10% excise tax will be imposed on the distribution in addition to ordinary income taxes. The 10% penalty increases to 25% for distributions you take before you have participated in a SIMPLE plan for at least two years. The 10% or 25% excise tax will not apply to any distribution that (1) is an exempt withdrawal of an excess contribution (discussed below), (2) is rolled over in accordance with Code requirements, (3) is on account of your death or disability, (4) is one of a series of substantially equal periodic payments paid not less frequently than annually for your life or life expectancy or for the joint lives or joint life expectancies of you and your beneficiary, (5) does not exceed the amount of your medical expenses that could be deducted for the year (generally speaking, medical expenses paid during a year are deductible to the extent they exceed 7.5% of your adjusted gross income for the year), (6) subject to certain restrictions, does not exceed the premiums you paid for health insurance coverage for yourself, your spouse, and dependents, if you have been unemployed and received unemployment compensation for at least 12 weeks, (7) is a transfer to another SIMPLE IRA pursuant to a decree of divorce or separate maintenance or a written instrument incident to such a decree, (8) is made due to an IRS levy for income taxes, (9) is used to pay the qualified higher education expenses of you, your spouse, or a dependent, or (10) is used for a first-time home purchase, subject to a lifetime $10,000 limit.

2. Required Distributions.

(a) Form of Distribution. Subject to the rules discussed in paragraphs 2(b) and 2(c), you may elect to receive distributions from your SIMPLE IRA in the following forms:

(1) A single lump-sum payment;

(2) Monthly, quarterly, semiannual, or annual payments over a specified period that does not extend beyond (i) your life expectancy or (ii) the joint life and last survivor expectancy of you and your designated beneficiary.

Even if you have begun receiving distributions in accordance with (2) above, you can at any time direct that all or any portion of the balance of your IRA be distributed to you.

(b) To the Individual: Generally, distributions of your SIMPLE IRA account balance must begin no later than April 1 immediately following the end of the calendar year in which you reach age 70½ (the "required beginning date"). Distributions for subsequent calendar years must be made no later than December 31 of that year. The minimum amount required to be distributed once you reach your required beginning date is your SIMPLE IRA account balance as of December 31 of the calendar year immediately preceding the year for which the distribution is being made divided by the applicable "distribution period." Generally, the distribution period is determined each year under the Uniform Distribution Period Table (provided in the Final Regulations under Internal Revenue Code Section 401(a)(9)) and is equal to the joint life and last survivor expectancy of you and a hypothetical beneficiary who is 10 years younger than you. If your spouse is your sole primary beneficiary and is more than 10 years younger than you, your required minimum distribution will be determined each year using the actual joint life and last survivor expectancy of you and your spouse, as determined under Treasury Regulation Section 1.72-9.

(c) On Death: The distribution period for any amount remaining in your SIMPLE IRA at your death will generally be the single life expectancy of your designated beneficiary, based on his or her age in the calendar year following the calendar year of your death. For subsequent years, the life expectancy of a nonspouse beneficiary will be the beneficiary's initial life expectancy, reduced by one each year. If your sole beneficiary is your spouse, his or her life expectancy will be recalculated each year. If you have more than one designated beneficiary and your account is not divided into separate accounts for each beneficiary, the life expectancy of the oldest beneficiary will be used to determine the distribution period. The determination of who your designated beneficiary is will be made as of September 30 of the calendar year following the calendar year of your death.

If your spouse is your beneficiary and you die before your required beginning date, your spouse may elect to defer receiving required distributions until the year in which you would have reached age 70½. Alternatively, if your spouse is your sole beneficiary, he or she may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA, or your spouse may roll over the SIMPLE IRA into another IRA or other eligible retirement plan in which he or she participates, if such plan accepts such rollovers.

If you die after your required beginning date and you do not have a designated beneficiary as of September 30 of the calendar year following the calendar year of your death, the distribution period for your remaining account will be your life expectancy based on your age in the year of your death, reduced by one in each subsequent year. If you die before your required beginning date and do not have a designated beneficiary, the entire remaining account must be paid out by the end of the fifth year following the year of your death.

3. Minimum Distributions.
If the amount distributed from your SIMPLE IRA in any year is less than the minimum amount required to be distributed (see paragraph 2 above), you (or your beneficiary, if applicable) will be subject to a 50% excise tax on the difference between the amount required to be distributed and the amount actually distributed. It is the SIMPLE IRA holder's responsibility to seek assistance from a tax advisor, to calculate minimum distribution amounts, and to direct the trustee as to the amount and method of distribution desired.

4. Taxation of Distributions.
Distributions from your SIMPLE IRA are taxable as ordinary income in the year they are received; SIMPLE IRA distributions do not qualify for capital gains treatment, and the special tax treatment of lump-sum distributions from qualified employer retirement plans is not available.

Other Tax considerations

1. Excess Contributions.
If the amount of your SIMPLE IRA contributions for a year exceeds the maximum permissible contribution, the excess contribution amount will be subject to a 6% excise tax. However, the 6% excise tax will not be imposed if you withdraw the excess contribution and any earnings on it on or before the due date for filing your federal income tax return for the year (including extensions). The amount of the excess contribution withdrawn will not be considered a premature distribution nor taxed as ordinary income, but the earnings withdrawn will be taxable income to you. Alternatively, excess contributions for one year may be carried forward and treated as a contribution in the next year to the extent that the excess, when aggregated with your SIMPLE IRA contribution (if any) for the subsequent year, does not exceed the maximum contribution amount for that year. The 6% excise tax will be imposed on excess contributions in each year they are neither returned nor within the permitted contribution limit.

2. Prohibited Transactions.
If you or your beneficiary engage in any transaction prohibited by Code Section 4975 (such as any sale, exchange, or leasing of any property or extension of credit between you and the account), the account will lose its tax exemption and the entire balance of the account will be treated as having been distributed to you as of the first day of the calendar year in which the transaction occurs. This distribution will be taxable as ordinary income and, if you are under age 59½ at the time, will also be subject to the 10% (or 25%) excise tax on premature distributions.

If you or your beneficiary use all or any part of your SIMPLE IRA assets as security for a loan, the portion so used will be treated as having been distributed to you, and will be taxable as ordinary income and, if you are under age 59½ at the time, will also be subject to the 10% (or 25%) excise tax on premature distributions.

3. Gift Tax.
If you elect during your lifetime to have all or any part of your SIMPLE IRA payable to a beneficiary upon your death, the election will not subject you to any gift tax liability.

4. Tax Withholding and Reporting.
Federal income tax will be withheld from distributions you receive from a SIMPLE IRA unless you elect not to have taxes withheld. You must file Form 5329 for any year in which there is an excess contribution to, premature distribution from, or insufficient distribution from your SIMPLE IRA.

5. Costs and Penalties Applicable to Initial Investment in and any Subsequent Transfer of your SIMPLE IRA.
In general, your initial and subsequent investments under your SIMPLE IRA are subject to certain sales commissions and custodian fees which are explained in detail in the prospectus that preceded or accompanied your receipt of this SIMPLE IRA Disclosure Statement. The fund in which you are investing will pay its investment advisor certain annual management fees and also may incur additional operating expenses.

You may transfer your contributions to a SIMPLE IRA at another financial institution at any time. After you have been a participant in a SIMPLE plan for two years, you may transfer your account to an IRA that is not a SIMPLE IRA at MFS or another financial institution. To initiate such a transfer, contact the new trustee or custodian to obtain the appropriate forms. MFS will complete a "trustee-to-trustee" or similar transfer of all or a portion of your SIMPLE IRA account balance upon receipt of the recipient institution's acceptance of the SIMPLE IRA account. If your contribution was invested in a mutual fund subject to a sales charge, then the sales charges will not be refunded. MFS is not the designated financial institution of your employer's SIMPLE plan. As a result, costs and penalties (including load fees) may be imposed on accounts that are transferred to another trustee or custodian.

6. Additional Information.
You may obtain further information concerning your SIMPLE IRA from any district office of the Internal Revenue Service or by visiting its Web site at www.irs.gov, or you may contact MFS at **1-800-637-1255**.

Note: Although MFS may provide general information concerning your MFS SIMPLE IRA, MFS does not provide tax or other financial, legal, or technical advice. You are urged to contact your own advisor for such guidance.

MFS Family of Funds®

FUND NAME	FUND NUMBER Class A	Class B	Class C
DOMESTIC GROWTH STOCK			
Massachusetts Investors Growth Stock Fund	13	213	313
MFS® Core Growth Fund	92	292	392
MFS® Growth Fund	07	207	307
MFS® Mid Cap Growth Fund	83	283	383
MFS® New Discovery Fund	97	297	397
MFS® Research Fund	14	214	314
MFS® Sector Rotational Fund	1040	1240	1340
MFS® Technology Fund	98	298	398
HIGH-GRADE BOND			
MFS® Bond Fund	11	211	311
MFS® Government Securities Fund	26	226	326
MFS® Inflation-Adjusted Bond Fund	1031	1231	1331
MFS® Limited Maturity Fund[1]	36	236	336
MFS® Research Bond Fund	78	278	378
HIGH-YIELD BOND			
MFS® Emerging Markets Debt Fund	33	233	333
MFS® High Income Fund	18	218	318
MFS® High Yield Opportunities Fund	70	270	370
MFS® Strategic Income Fund	34	234	334
GLOBAL/INTERNATIONAL			
MFS® Asia Pacific Ex-Japan Fund	1044	1244	1344
MFS® Emerging Markets Equity Fund	85	285	385
MFS® European Equity Fund	1045	1245	1345
MFS® Global Bond Fund	1043	1243	1343
MFS® Global Equity Fund	04	204	304
MFS® Global Growth Fund	09	209	309
MFS® Global Total Return Fund	24	224	324
MFS® International Diversification℠ Fund	1032	1232	1332
MFS® International Growth Fund	86	286	386
MFS® International New Discovery Fund	74	274	374
MFS® International Value Fund	87	287	387
MFS® Latin American Equity Fund	1046	1246	1346
MFS® Research International Fund	99	299	399

FUND NAME	FUND NUMBER Class A	Class B	Class C
MONEY MARKET			
MFS® Cash Reserve Fund[2]	01	201	301
MFS® Government Money Market Fund[2]	22	N/A	N/A
MFS® Money Market Fund[2]	10	N/A	N/A
DOMESTIC CONSERVATIVE STOCK			
Massachusetts Investors Trust	12	212	312
MFS® Blended Research® Core Equity Fund	84	284	384
MFS® Core Equity Fund	91	291	391
MFS® Mid Cap Value Fund	1024	1224	1324
MFS® Total Return Fund	15	215	315
MFS® Utilities Fund	35	235	335
MFS® Value Fund	93	293	393
ASSET ALLOCATION STRATEGIES			
MFS® Aggressive Growth Allocation Fund	1029	1229	1329
MFS® Conservative Allocation Fund	1026	1226	1326
MFS® Growth Allocation Fund	1028	1228	1328
MFS® Moderate Allocation Fund	1027	1227	1327
MFS® Diversified Income Fund	1039	N/A	1339
MFS® Diversified Target Return Fund	1041	1241	1341
MFS® Lifetime® 2010 Fund	1035	1235	1335
MFS® Lifetime® 2020 Fund	1036	1236	1336
MFS® Lifetime® 2030 Fund	1037	1237	1337
MFS® Lifetime® 2040 Fund	1038	1238	1338
MFS® Lifetime® 2050 Fund	1047	1247	1347
MFS® Lifetime® Retirement Income Fund	1034	1234	1334

[1] Class B shares of MFS Limited Maturity Fund have purchase restrictions on them. Please see the fund's prospectus or contact your financial advisor with any questions.

[2] MFS Money Market Fund, MFS Government Money Market Fund, and MFS Cash Reserve Fund have purchase restrictions on them. Please see the fund's prospectus or contact your financial advisor with any questions.

MFS® INVESTMENT MANAGEMENT

Choose What Fits.® At MFS® we recognize that our investments fill a distinct role in completing your investment picture. Since 1924 we have been committed to providing financial advisors with a diverse range of investment options that enables them to choose what fits for your individual financial goals.

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