

PO Box 2226 ■ Omaha, NE 68103-2226

Fax: 800-914-8980

## 1. ACCOUNT INFORMATION

Participant Name:

Plan Name:	TD Ameritrade Account Number:
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## 2. AUTHORIZATION TO ADD LIMITED POWER OF ATTORNEY

Rep ID (if applicable):	I hereby authorize:
Primary Contact:	Firm Name:

to be my agent and attorney-in-fact ("Agent"), to buy, sell, and trade in stocks, bonds, and any other securities and/or contracts relating to the same or otherwise in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. My Agent is authorized to effect such transactions in my account via any available medium, electronic or otherwise, including but not limited to electronic access via personal computer or touch-tone telephone. If I have signed an options agreement, my Agent is specifically authorized to effect options transactions in my account, within the approval limits for my account, as such terms are defined in the booklet "Characteristics and Risks of Standardized Options," a copy of which I have received. I hereby agree to indemnify and hold harmless TD Ameritrade, its affiliates, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorney's fees, arising out of or related to reliance on this authorization and to pay promptly on demand any and all losses arising therefrom or debit balance due thereon.

In all such purchases, sales, or trades you are authorized to follow the instructions of my Agent in every respect concerning my account with you; and my Agent is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do with respect to such purchases, sales, or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales, or trades. Including without limitation the delivery of securities or monies from the account in the Account Owner's or Owners' name and the provision of securities cost basis method selection and/or information for purposes of cost basis or tax reporting.

I hereby ratify and confirm any and all transactions with you heretofore or hereafter made by my Agent for my account. All parties acknowledge the Advisor has been made aware of any Plan restrictions and agrees to abide by them.

This authorization is a continuing one and shall remain in full force and effect until (i) you are notified by a written notice delivered to TD Ameritrade of my death or incapacity or (ii) I change or revoke this authorization by a written notice to TD Ameritrade. You shall have no duty of inquiry. Until you receive such written revocation, you are entitled to act in reliance on this authorization and indemnity. Any revocation of this authorization shall have no effect on any liability which results from transactions initiated before you receive written notice of revocation. This authorization and indemnity shall inure to the benefit of your firm and of any successor firm or firms, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of your present firm or any successor firms.

TD Ameritrade Institutional, a division of TD Ameritrade, Inc. has entered into an alliance with the following portfolio management software companies: Interactive Advisory Software (IAS), Advent, Albridge Solutions, Black Diamond, Portfolio Center, Back Office Support Solutions, E-Money, Bridge Portfolio, Asset Book, Orion Advisors, Morningstar, Captool, SunGard Asset Management, DBCams, Evare, Eweb Portfolio, Envestnet, Financial Support Services, Investigo, Tamarac, Advisormart, Adhesion, and Cornerstone. The Alliance is intended as a value-added service to independent investment advisors ("Advisors") that custody customer assets at TD Ameritrade.

In connection with this data download, Advisor customer information and/or other confidential information may be provided by TD Ameritrade to the third party portfolio management software selected below. "Confidential information" herein is deemed to include confidential client, business, financial, or technical information or data proprietary to TD Ameritrade that is competitively and commercially valuable to TD Ameritrade and not generally known, or available by legal means, to third parties. The third party portfolio management company in turn may use the confidential information to enable advisors to access data. TD Ameritrade and the portfolio management software companies listed above have entered into a confidentiality agreement in connection with this service.

Your selection and signature will acknowledge your agreement to the release by TD Ameritrade of confidential information to the portfolio management software selected. You agree to indemnify and hold harmless TD Ameritrade from and against any and all claims arising in connection with this agreement and TD Ameritrade's reliance thereon.

Would you like to authorize the release of information to one or more of the third party portfolio management software companies listed below?  Yes  No

If yes, please select the portfolio management software you'd like to use:

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Interactive Advisory Software (IAS) | <input type="checkbox"/> Advent                        | <input type="checkbox"/> Albridge Solutions | <input type="checkbox"/> Black Diamond    |
| <input type="checkbox"/> Portfolio Center/Centerpiece        | <input type="checkbox"/> Back Office Support Solutions | <input type="checkbox"/> E-Money            | <input type="checkbox"/> Bridge Portfolio |
| <input type="checkbox"/> Asset Book                          | <input type="checkbox"/> Orion Advisors                | <input type="checkbox"/> Morningstar        | <input type="checkbox"/> Captool          |
| <input type="checkbox"/> SunGard Asset Management Systems    | <input type="checkbox"/> DBCams                        | <input type="checkbox"/> Evare              | <input type="checkbox"/> Eweb Portfolio   |
| <input type="checkbox"/> Envestnet                           | <input type="checkbox"/> Financial Support Services    | <input type="checkbox"/> Investigo          | <input type="checkbox"/> Tamarac          |
| <input type="checkbox"/> Advisormart                         | <input type="checkbox"/> Adhesion                      | <input type="checkbox"/> Cornerstone        |   |



**3. AUTHORIZATION TO MAIL PROXIES TO INDEPENDENT ADVISOR (AGENT)**

By checking this box, I (the undersigned) hereby authorize TD Ameritrade to forward proxy soliciting materials, annual reports, and other related issuer material, normally sent to me, to the independent advisor listed in section 2 above and to allow the Agent to vote Proxies on my behalf.

Agent holds discretionary authority over my account pursuant to an advisory contract with the Agent. I understand this authorization may be rescinded at any time for any reason, by a written notice addressed to TD Ameritrade and delivered to your office.

This authorization shall extend to the benefit of your successors and assigns.

Account Owner: Check the box if you would like to receive informational copies (non-voting).

**I have carefully read this power of attorney and indemnity and understand that it authorizes my Agent named herein to exercise rights and powers over my Self Directed Brokerage Accounts as if I had exercised them myself and my Agent's actions and instructions with respect to my Self Directed Brokerage Accounts are fully binding on me. I also understand and agree that TD Ameritrade has no duty or responsibility to monitor trading in my Self Directed Brokerage Accounts by my Agent or notify me prior to accepting instructions from my agent.**

**I AGREE TO HAVE MY AGENT RECEIVE DUPLICATE STATEMENTS AND TRADE CONFIRMATIONS.**

**LIMITED POWER OF ATTORNEY—LIMITED TO PURCHASE AND SALE OF SECURITIES—INCLUDING THE TRADING OF OPTIONS, IF APPLICABLE.**

**PARTICIPANT**

Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZED PLAN REPRESENTATIVE**

Full Legal Name: \_\_\_\_\_

Title with Respect to the Plan: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Authorized Plan Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**4. AUTHORIZATION TO PAY FEES TO AGENT\***

\*Please note that your plan may not authorize the ability to deduct advisory fees directly from the Self-Directed Brokerage Account.

To: TD Ameritrade, Inc. ("TD Ameritrade")

I hereby authorize you to pay the above named advisor ("Agent") from my account the Agent's management fees as invoiced by Agent. I also authorize you to liquidate shares of any money market mutual fund I may hold in my account to the extent necessary to pay such fees. You shall rely on Agent's invoices. You have no responsibility for the calculation or verification of fees.

I will indemnify and hold TD Ameritrade and its affiliates, directors, officers, and employees harmless from all losses, claims, damages, liabilities, and costs, including attorney fees, which TD Ameritrade may incur by relying upon representation of Agent or upon this authorization.

This authorization will remain in full force and effect until revoked by me by a written notice addressed and delivered to TD Ameritrade. This authorization shall extend to the benefit of your successors and assigns.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Plan Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Check here and complete this section if you are removing an existing Advisor from your Account.

Primary Contact: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Prior IA Firm Name: \_\_\_\_\_

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value