

**POWER OF ATTORNEY "POA"
AFFIDAVIT and INDEMNIFICATION
CLIENT INSTRUCTIONS**

➔ **You must submit the notarized Power of Attorney document which declares the Attorney-in-Fact.**

1. **Sec. 1** Enter your name, check the type of account you are putting the Power of Attorney on, and enter your Social Security number and U.S. Bancorp Investments, Inc. account numbers to which this applies.

2. **Sec. 2**
 - Enter all requested information about the person you are naming as your Attorney-in-Fact "AIF".
 - a) Indicate whether the POA document is a durable or non-durable POA. This should be spelled out near the beginning of the POA document you have.
 - b) Enter the date of your POA and any expiration date.
 - c) Enter your name as the Principal.
 - Now enter all requested information about your Attorney-in-Fact "AIF".

3. **Sec. 4 and 5** Your AIF must sign and date the form in the presence of a notary public.
 - You do not have to be present to witness the signing.
 - You are not required to sign the form.

4. **Sec. 6** If there are joint owners on this account: Each one of them must print their name, sign, and date the form to indicate they are aware of the Power of Attorney being placed on the account.
NOTE: If any joint owner refuses to sign this document, the POA request cannot be honored.

NOT A DEPOSIT	NOT FDIC INSURED	NOT GUARANTEED BY THE BANK	MAY LOSE VALUE	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
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Investment products and services are available through U.S. Bancorp Investments, the marketing name for U.S. Bancorp Investments, Inc., member FINRA and SIPC, an investment adviser and a brokerage subsidiary of U.S. Bancorp and affiliate of U.S. Bank.

Insurance products are available through various affiliated non-bank insurance agencies, which are U.S. Bancorp subsidiaries. Products may not be available in all states. CA Insurance License # OE24641. Policies are underwritten by unaffiliated insurance companies and may not be available in all states.

- **Not valid without notarized POA document provided by client.**
- **U.S. Bancorp Investments, Inc. does not provide blank Power of Attorney forms.**
- **If this is for a joint account, all account owners not named in the POA must sign this U.S. Bancorp Investments form before submitting to U.S. Bancorp Investments.**
- **A POA document which states it does not go into effect until some triggering event (such as the principal becoming incapacitated) cannot be accepted by U.S. Bancorp Investments unless the event has occurred. Acceptable written proof that this event has occurred must be submitted with this POA Affidavit and Indemnification form and the principal's notarized POA document.**
- **If the Attorney-in-Fact cannot act independently of any other AIFs on the account, this request to add a POA cannot be honored.**

1. ACCOUNT INFORMATION			
PRIMARY ACCOUNT OWNER	TYPE OF ACCOUNT <input type="checkbox"/> Non-IRA <input type="checkbox"/> IRA	SSN/TIN	ACCOUNTS TO WHICH THIS POA APPLIES
REPRESENTATIVE NAME	REP ID #	REPRESENTATIVE PHONE. 10 digits.	1. _____ 4. _____ 2. _____ 5. _____ 3. _____ 6. _____

2. POWER OF ATTORNEY ("POA"); PRINCIPAL; ATTORNEY-IN-FACT ("AIF") INFORMATION.			
POA TYPE <input type="checkbox"/> Non-durable POA <input type="checkbox"/> Durable POA	DATE OF POA ___/___/___	EXPIRATION DATE IF ANY ___/___/___ <input type="checkbox"/> None. Default	NAME OF PRINCIPAL (Person giving the power.)
NAME OF AIF (Person accepting the power.)	SSN OF AIF	DATE OF BIRTH OF AIF	DAYTIME PHONE NUMBER OF AIF. 10 digits.
ID TYPE AND NUMBER ID #: _____	<input type="checkbox"/> Gov't ID <input type="checkbox"/> Passport <input type="checkbox"/> Driver's License + State _____	CITIZENSHIP OF AIF. <i>Must meet USBI foreign customer policy.</i> <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Nonresident Alien <input type="checkbox"/> Resident Alien	
ARE YOU A SENIOR FOREIGN POLITICAL FIGURE OR FAMILY MEMBER OR ASSOCIATE OF A SENIOR FOREIGN POLITICAL FIGURE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ADDRESS OF AIF Street _____	City _____	State _____ ZIP _____

Attorney-in-Fact	SECURITIES INDUSTRY AFFILIATION. Do not complete if purchasing a U.S. Bancorp Insurance Services, LLC insurance policy.		
	NOTE: Immediate family is defined as any child, stepchild, grandchild; parent, stepparent, grandparent; spouse; sibling; mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law if living in the same household; includes adoptive relationships.		
	Are you or an immediate family member/domestic partner:		
<input type="checkbox"/> Yes <input type="checkbox"/> No	1. A director, 10% shareholder, or policy making officer of any publicly traded company? <i>If yes, symbol:</i> _____		
<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Employed by Financial Industry Regulatory Authority, a broker/dealer, investment advisor, or other securities firm? <i>If employed by a broker/dealer other than U.S. Bancorp Investments: U.S. Bancorp Investments must receive written authorization from your employer authorizing the opening of an account with U.S. Bancorp Investments.</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	3. A senior officer of a bank, savings and loan, insurance company, registered investment advisory firm, registered investment company, or a person who could influence the trading of investments in an institutional type account?		
<i>If yes to any:</i>			
Name of Person: _____		Relationship of this person to you: _____	
Name of Firm/Employer: _____		Address of Firm/Employer: _____	

3. CUSTOMER AGREEMENT (Continued on page 2)	
In consideration of U.S. Bancorp Investments, Inc. accepting and maintaining one or more accounts for the undersigned (hereafter referred to in the first person singular irrespective of whether the account is an individual or joint account or an institutional account), I agree that all transactions with respect to any such account and the maintenance of the account shall be subject to the following terms:	
1.	NATURE OF U.S. BANCORP INVESTMENTS. U.S. BANCORP INVESTMENTS IS NOT A BANK. U.S. BANCORP INVESTMENTS IS A CORPORATE ENTITY SEPARATE AND DISTINCT FROM ITS AFFILIATES. NONE OF THE ACTIVITIES OR OBLIGATIONS OF U.S. BANCORP INVESTMENTS ARE GUARANTEED BY ANY OF ITS AFFILIATES, BANK OR NON-BANK, NOR SHALL ANY SUCH AFFILIATE BE RESPONSIBLE TO ME FOR PERFORMING ANY OF U.S. BANCORP INVESTMENTS' OBLIGATIONS. NON-DEPOSIT INVESTMENT OR INSURANCE PRODUCTS SOLD, OFFERED, OR RECOMMENDED BY U.S. BANCORP INVESTMENTS ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

PRIMARY ACCOUNT OWNER	SSN/TIN	ACCOUNT #
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3. CUSTOMER AGREEMENT (Continued on page 3)

2. **Applicable Rules and Regulations.** This Agreement and all transactions under this Agreement will be subject to the constitution, rules, regulations, customs, and usages of the exchange or market and its clearing house, if any, where the transactions are executed and applicable federal and state laws, rules, and regulations as well as all applicable rules and regulations of any self regulatory organization.
3. **Definitions.** For purposes of this Agreement, "securities and other property" includes, but is not limited to, money, securities, financial instruments of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. An "affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with U.S. Bancorp Investments.
4. **Accounts Covered.** This Agreement covers all accounts that I may open or reopen with U.S. Bancorp Investments (either individually or jointly with others) and all transactions for or on my account will be considered to be included in a single account.
5. **Joint Accounts.** In the case of joint accounts, each of us shall be fully and completely liable for any obligations and losses of such account and any amounts due U.S. Bancorp Investments. Each of us has full power and authority to make purchases and sales, withdraw money and securities and other property from such account and to do anything else with reference to such account; provided, however, that for some transactions U.S. Bancorp Investments reserves the right, in its discretion, to require the signatures of all joint owners.
6. **Payment of Obligations Upon Demand.** I will discharge my obligations to U.S. Bancorp Investments upon demand and pay amounts due U.S. Bancorp Investments, including costs and expenses of collection and attorney's fees incurred in connection with collection.
7. **Fees and Commissions.** I agree to the fees and commissions as applicable as indicated on U.S. Bancorp Investments' schedule of fees and commissions and as may be amended from time to time. U.S. Bancorp Investments will furnish to me a copy of its current schedule upon my request.
8. **Set Off and Other Rights of U.S. Bancorp Investments.** In the event that: (a) the margin of any of my accounts shall not meet your requirements; (b) I fail to pay any fees for U.S. Bancorp Investments services within thirty (30) days after they become due or, in any event, prior to closing my account; (c) a petition in bankruptcy or for the appointment of a receiver shall be filed by or against me; (d) an attachment or garnishment shall be levied or served with respect to any of my accounts; (e) I (if an individual) shall die; or (f) U.S. Bancorp Investments shall deem it necessary for its protection, U.S. Bancorp Investments is then hereby authorized, in its sole discretion to: (i) close out any accounts; (ii) buy any and all securities which may be short in such accounts; (iii) close any or all outstanding contracts; (iv) reduce or satisfy any indebtedness of me to U.S. Bancorp Investments by selling, at public or private sale, any or all of the securities or other property which may be in your possession, or which may be carried by you for me (either individually or jointly with others); or (v) buy, at public or private sale, any and all securities sold for my account but not received from me. Any or all of the foregoing options may be undertaken by U.S. Bancorp Investments without advertising the same and without prior tender or notice to or demand upon me. Upon any sale other than a private sale, U.S. Bancorp Investments may purchase the whole or any part thereof for your own account. No specific tender, demand, or notice, nor any failure on the part of U.S. Bancorp Investments to exercise such right to reduce or satisfy any such indebtedness shall invalidate the waiver of tender, demand and notice herein contained. After deducting all costs and expenses of such sales and purchases, including commissions and stamp taxes, U.S. Bancorp Investments shall apply the net proceeds to the payment of my obligations to U.S. Bancorp Investments, and I shall remain liable for deficiency remaining in such accounts.
9. **Sharing of Information.** U.S. Bancorp Investments may not share my non-public personal information with any unaffiliated third parties except as permitted by law or pursuant to my consent. U.S. Bancorp Investments may share my transaction experience and other non-public information with its affiliates, provided I have not made written objection to such sharing directly to U.S. Bancorp Investments.
10. **Recording of Telephone Conversations.** For our mutual protection, U.S. Bancorp Investments and its agents may record our telephone conversations by electronic recording equipment. This authorization constitutes standing and continuing permission to record all telephone conversations. U.S. Bancorp Investments need not give me specific notice of the recording of any particular telephone conversation.
11. **My Reporting Obligation.** In the interest of better client service and for our mutual protection, I agree to immediately report any trades and transactions that were executed without my prior authorization; any transactions which are not properly reflected on my confirmation or monthly statement; or any other activities or omissions by U.S. Bancorp Investments or its agents or employees that I believe to be improper. Such communication will be directed to the Director of Compliance.
12. **Notification of Changes.** I agree to notify U.S. Bancorp Investments immediately of any changes to the representations I have made in this Agreement.
13. **Amendments, Assignments, and Terminations.** No provision of this Agreement may be waived or amended except in writing and signed by an authorized officer of U.S. Bancorp Investments. I agree that U.S. Bancorp Investments may amend this Agreement upon notice to me. This Agreement will be continuous and will survive any temporary or intermittent closing out or reopening of any account with U.S. Bancorp Investments, shall be binding upon my heirs and estate and shall inure to the benefit of U.S. Bancorp Investments' successors and assigns and its Clearing Agents. U.S. Bancorp Investments may transfer my accounts to its successors and assigns. For all accounts, U.S. Bancorp Investments, in its discretion, may close any account at any time upon written notice to me. The notice shall provide me the ability to elect to have my assets transferred to another brokerage firm of my choosing. If no election is made within a reasonable period as specified within the notice, U.S. Bancorp Investments is authorized to deliver by first class mail to the last address specified on the account all securities and to issue a check payable to me for all money balances held within the account.
14. **Governing Law.** This Agreement and its enforcement will be governed by the laws of the State of Minnesota.
15. **Severability.** If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition, and the validity of the remaining provisions and conditions will not be affected.
16. **Withholding.** If the IRS has notified the applicant that the applicant is subject to backup withholding as a result of a failure to report all interest or dividends, such must be disclosed on this application. U.S. Bancorp Investments is not a tax advisor and recommends that the applicant seek competent tax advice regarding backup withholding before signing this application.
17. **Paying for an Annuity by Check.** If paying for an annuity by check which is not deposited into a U.S. Bancorp Investments brokerage account or USBank account, please note that the check will be deposited into a U.S. Bancorp Investments processing account. The check proceeds will not be invested and will remain in such account until all paperwork is complete and reviewed. In addition, any funds deposited into such processing account will not earn interest during the time the funds remain in any U.S. Bancorp Investments processing account. Funds deposited in a U.S. Bancorp Investments brokerage account or U.S. Bank account may earn interest depending on the account terms.

In the event U.S. Bancorp Investments determines that the proposed annuity purchase cannot be completed for any reason, then if the funds were in a U.S. Bancorp Investments processing account, the funds will be returned to the client by check and no interest shall be due.

3. CUSTOMER AGREEMENT (Continued from page 2)

The following will apply to all accounts other than those holding only non-index-linked fixed annuities.

- 18. Authority to Act as Broker.** In purchasing and selling securities and other property for me, U.S. Bancorp Investments shall act as my broker except where specific agreement or notice in writing is given to the contrary. U.S. Bancorp Investments may employ sub-brokers of their selection. U.S. Bancorp Investments may deal with members of any exchange who are specialists or odd-lot dealers who in the execution of my orders may act as sub-brokers for me and may also buy and sell securities and other property for themselves as dealers for their own accounts.
- 19. Failed Transactions.** If on or before the settlement date I fail to pay in full for any security purchased for my account or I fail to deliver any security sold for my account, U.S. Bancorp Investments is authorized in its discretion and without notice or demand to take any one or more of the following actions: to cancel the transaction, sell the securities covered thereby, "buy-in" securities or other property required to make delivery for my account, charge my account for the amount due, hold me liable for any resulting loss including but not limited to the interest cost to carry any securities purchased, and/or impose late fees.
- 20. Authority to Sell, Purchase, or Cancel.** Any sale, purchase or cancellation authorized by paragraphs 8 and 18 of this Agreement may be made according to U.S. Bancorp Investments' judgment and in its discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale, without advertising the same and without any notice, prior tender, demand or call, and U.S. Bancorp Investments may purchase the whole or any part of such securities free from any right of redemption. In any case I will remain liable for any deficiency and will be responsible for any loss, cost or expense of collection (including, but not limited to, attorney's fees) that U.S. Bancorp Investments may sustain.
- 21. Confirmations and Account Statements.** Order confirmations and account statements will be conclusive if I do not object in writing within ten days after the confirmation or account statement has been sent to me. I understand if I choose to have systematic transactions, I will not receive confirmation immediately. My monthly and/or quarterly account statements will reflect any systematic transactions that occurred within that time period.
- 22. Monitoring of Call Notices.** U.S. Bancorp Investments is required to use only reasonable care to monitor call notices published by a reporting service relating to securities held by it in nominee name for my account; U.S. Bancorp Investments does not have any obligation to monitor call notices published in any other publications or relating to securities held by it in my name, which remain my responsibility.
- 23. Pre-Dispute Arbitration Agreement.** I understand and acknowledge that:
- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
 - Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
 - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
 - The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
 - The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.**
 - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
 - The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**
- I agree that any controversy arising out of or relating to my account, to transactions with or for me or to this agreement or the breach thereof, whether executed or to be executed within or outside of the United States, and whether asserted against U.S. Bancorp Investments and/or its present or former agents or employees, will be settled by arbitration before and in accordance with the then current rules of the Financial Industry Regulatory Authority. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this agreement, the arbitrability of disputes under this agreement shall be governed by the Federal Arbitration Act.**
- 24. Sweep Account Authorization.** I specifically consent to the transfer of funds from the account to the designated money market funds for the purchase of the money market fund securities from the account and for U.S. Bancorp Investments to sell securities of the money market fund on my behalf and transfer the proceeds to the account to pay for other securities purchased or to pay cash to me pursuant to the procedures and limitations U.S. Bancorp Investments may from time to time establish. The broker-dealer may change the products available under the Sweep program.
- 25. Payment for Order Flow.** U.S. Bancorp Investments transmits client orders for execution to various U.S. exchanges or market centers based on a number of factors. These include trading characteristics of the security and availability of efficient automated transaction processing. Listed equity securities will post on registered national securities exchanges. U.S. Bancorp Investments will route most of its orders for the over-the-counter equity securities to selected market makers. Market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. U.S. Bancorp Investments may receive payment for order flow. Further information about the source and nature of the compensation for a particular transaction will be provided upon written request.
- 26. Disclosure of Beneficial Ownership.** I understand that for shareholder communications, U.S. Bancorp Investments will disclose my name, address and securities positions to issuers of securities held in my account.
- 27. Margin Loans and Options.** Margin loans, if any, shall be made by U.S. Bancorp Investments. I shall not request any margin loans or option transactions without first complying with all requirements of U.S. Bancorp Investments.
- 28. Account Protection.** The securities held in your U.S. Bancorp Investments, Inc., trading account and cash on deposit for the purpose of purchasing securities or as a result of the sale of securities are protected by the Securities Investor Protection Corporation (SIPC). SIPC protects each client up to a maximum of \$500,000, including up to \$250,000 on claims for cash balances awaiting re-investment. SIPC does not protect against losses from the rise and fall in market value of your investment. It does, however, provide important protections against certain losses if a SIPC member fails financially and is unable to meet obligations to its securities clients. For information about SIPC or to obtain a SIPC brochure, please see www.sipc.org or call SIPC at (202) 371-8300.

4. AFFIDAVIT AND INDEMNIFICATION

To U.S. Bancorp Investments, Inc.:

I, being duly sworn, do hereby declare under penalties of perjury that the attached Power of Attorney/Durable Power of Attorney (the "POA") is in full force and effect and I affirm that:

- I am the above-named AIF and I am designated in the POA as an attorney-in-fact for Principal who is not deceased and was competent and not under any undue influence or duress at the time of the POA's execution;
I am authorized to conduct all activities in and relating to the Account referenced in Section 1 above (the "Account") on behalf of Principal, including the authorization to sign federal tax forms, and no instruction from me relating to the Account will be prohibited by the POA, the Account terms and conditions, or any applicable laws;
The POA has not been partially or completely revoked, terminated, or suspended by Principal or a through a legal proceeding, and I will promptly notify you of any revocation, termination, or suspension of the POA or my authority thereunder;
No guardian has been appointed over Principal and no petition for guardianship is pending;
I certify that I am fully authorized to act independently of any other attorneys-in-fact named in the POA.
I understand that if you receive conflicting instructions from me and another attorney-in-fact and/or Principal relating to the Account, or instructions from any regulatory authorities, that you may restrict some or all transactions in the Account until you have received, in your sole discretion, satisfactory written resolutions of the conflict or issue, as applicable;

I understand that any information I give to you under this affidavit and indemnification is subject to verification and that you may, but are not obligated to, verify its contents with independent sources. As an inducement to you allowing me to act on behalf of Principal with respect to the Account, I agree to fully indemnify and hold you, your parent, affiliates, directors, officers, employees, and agents harmless from and against any losses, liabilities, damages, claims, or costs (including reasonable attorneys' fees) arising from any transactions that I make or authorize as the AIF for Principal.

By signing below, I agree to be bound by the terms and conditions contained in the Customer Agreement which controls the account for which I am Attorney-in-Fact.

Signed under penalty of perjury, _____

Signature of AIF

[Empty box for Date]

Date

5. NOTARIZATION

State of _____

County of _____

Seal:

Subscribed and sworn to before me by the above-named attorney-in-fact

that the foregoing statements were true and accurate on _____ Date

Notary Public _____ Signature

My commission expires on _____ Date

6. JOINT ACCOUNT OWNERS' ACKNOWLEDGMENT

- All account owners not named in the POA document are required to sign below.

By signing below, I acknowledge that I am aware that a Power of Attorney is being placed on this account by one of the other joint owners of the account. I further acknowledge that the Attorney-in-Fact named in the POA may place transactions in the account and may remove or transfer funds or assets from the brokerage account at any time without my knowledge or consent.

Table with 3 columns: Print Name of Joint Owner, Signature of Joint Owner, Date. Four rows for joint owners.

Instruction for U.S. Bancorp Investment Representative Only

Fax to 1.866 #. Copy to client. Original to branch file.