

Account # _____

Advisor # _____

INVESTMENT ADVISOR

Investment Advisor Firm (Agent) and Primary Contact

Firm Name: _____ Primary Contact: _____

1 GENERAL INFORMATION

Type of Plan: Money Purchase Pension Plan Profit Sharing Plan Individual 401(k) 401(k) 403(b) Roth 401(k)*

*If you have both pre-tax and Roth contributions to your plan, you will need to complete two Participant Application and Designation of Beneficiary forms.

Name of Employer/Plan Administrator: _____ Nature of Employment: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Primary Phone Number: _____ Employer's Federal Tax Identification Number: _____ Employer's Account Number: _____

Name of Participant: _____ Country of citizenship other than U.S. (a copy of a passport and recent copy of either a bank or brokerage statement may be required): _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Home Phone Number: _____ Driver's License Number/Passport Number: _____ Expiration: _____ State/Country: _____

Email Address: _____

Participant's Account Number: _____ Social Security Number: _____ Date of Birth: _____

Check here if you, a member of your immediate family or any business associate is a senior political figure (SPF). Specify the name of the SPF, political title, relationship to Account Owner and country of office:

Check here if you are a director, 10% shareholder or policy-making officer of a publicly traded company. Specify the company name, address, city and state:

Check here if you are licensed or employed by a registered broker/dealer, securities exchange or member of a securities exchange. Specify the company name and include a compliance letter:

2 CURRENT MARITAL STATUS

I Am Not Married

I understand that if I become married in the future, my spouse will be my Primary Beneficiary unless I complete a new Designation of Beneficiary Form, and my spouse consents to my designation.

I Am Married

I understand that my spouse will be my Primary Beneficiary. However, I understand I may designate a Primary Beneficiary other than my spouse on the space below if my spouse signs the section below titled "Consent of Spouse."



3 DESIGNATION OF BENEFICIARY(IES)

The following individual(s) shall be my Beneficiary(ies). Please check Primary or Contingent for each individual Beneficiary.

If neither Primary nor Contingent is checked, the individual will be deemed to be a Primary Beneficiary.

If any Primary or Contingent Beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining Beneficiary(ies) shall be increased on a pro rata basis. If no Primary Beneficiary(ies) survives me, the Contingent Beneficiary(ies) shall acquire the designated share of my Qualified Plan balance.

Primary Contingent

Name (First, Middle Initial, Last): Social Security Number: Date of Birth:

Home Street Address (no PO Boxes):

City: State: ZIP Code:

Relationship: Share (%):

Primary Contingent

Name (First, Middle Initial, Last): Social Security Number: Date of Birth:

Home Street Address (no PO Boxes):

City: State: ZIP Code:

Relationship: Share (%):

Primary Contingent

Name (First, Middle Initial, Last): Social Security Number: Date of Birth:

Home Street Address (no PO Boxes):

City: State: ZIP Code:

Relationship: Share (%):

4 CONSENT OF SPOUSE (IF NON-SPOUSE BENEFICIARY(IES) IS/ARE NAMED AS PRIMARY BENEFICIARY(IES))

I am the spouse of the participant named above. I hereby consent to the above designation of Beneficiary. I understand that if anyone other than me is designated as Primary Beneficiary on this form, I am waiving all or a portion of any rights I may have to receive benefits under the plan when my spouse dies.

Participant's Spouse's Signature: _____ Date: _____
(Must be witnessed. See below.)

5 WAIVER ELECTION (FOR QUALIFIED PRERETIREMENT SURVIVOR ANNUITY)

The Plan Administrator will check here if the following election does NOT apply.

Married Participant's Election to Waive the Qualified Preretirement Survivor Annuity

As a married participant in my employer's qualified retirement plan, I acknowledge that I have read the information about Qualified Preretirement Survivor Annuities below. I understand that when I die, any amount remaining in my plan account will be paid to my surviving spouse in the form of a Preretirement Survivor Annuity. I understand that I have a right to waive that form of payment.

I hereby elect to waive the requirement that my surviving spouse be paid any benefits that I may have in the plan at the time of my death in the form of a Qualified Preretirement Survivor Annuity. I understand and agree that this waiver is valid only if my spouse has consented by reading and signing the statement below.

Participant's Signature: _____ Date: _____

I am the spouse of the participant named above. I hereby consent to my spouse's election not to have benefits remaining in his or her plan paid in the form of a Qualified Preretirement Survivor Annuity at his or her death. I understand that my consent cannot be revoked unless my spouse revokes the above waiver.

Participant's Spouse's Signature: _____ Date: _____
(Must be witnessed. See below.)

Witness of Spouse's Consent: The signature of the spouse must be witnessed by a notary public or signature guarantee as required.
(Witness applies to either or both elections.)

Notary Public/Signature Guarantee: _____ Date: _____

EMPLOYEE: You and your spouse must complete the Waiver Election section if the box above has not been checked.

EMPLOYER: The Waiver Election is applicable to all Money Purchase Pension Plans, Defined Benefit Pension Plans and Target Benefit Plans. It also applies to Profit Sharing Plans and 401(k) Plans if you did not select the REA Safe Harbor found in the Adoption Agreement. If you did select the REA Safe Harbor provision, and no existing plan assets are subject to the REA annuity requirements, place a check mark in the indicated box above.

6 INSTRUCTIONS FOR WAIVER ELECTION FOR QUALIFIED PRERETIREMENT SURVIVOR ANNUITIES

About Qualified Preretirement Survivor Annuities

If you are a married participant in your employer’s qualified retirement plan, the law requires that any amount remaining in your plan account be paid to your surviving spouse in a certain manner at your death. This manner of payment, called a “Qualified Preretirement Survivor Annuity,” will provide your spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your plan account.

For example, assume that a participant dies with an account balance of \$10,000. If the balance is paid to the surviving spouse in the form of a Qualified Preretirement Survivor Annuity, the annuity will provide the spouse with monthly payments of \$76.60. (This payment amount is an estimate based on the Individual Annuity Mortality Tables – 71 using a 5% interest rate with payments commencing at age 65.)

You may elect to waive the following:

1. The requirement that your surviving spouse be paid in the form of a Qualified Preretirement Survivor Annuity, and
2. The requirement that your spouse be your Beneficiary (only if applicable).

You may make either or both of the above elections beginning with the first day, after which you become a participant in the plan. Any waiver election you sign before age 35 will become invalid the first day of the plan year in which you attain age 35. At that time, you may again waive the Qualified Preretirement Survivor Annuity and the requirement that your spouse be your Beneficiary.

7 IMPORTANT INFORMATION

Your spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time before your death. Your spouse must also consent to any subsequent changes of Beneficiary.

If your vested account balance is \$5,000 or less at the time of your death, the plan administrator may make a distribution to your surviving spouse in a single-sum cash payment even if you did not waive the Qualified Preretirement Survivor Annuity. Because a spouse has certain rights under the law, you should inform your plan administrator immediately of any changes in your marital status. A change in your marital status may require you to complete a new Participant Application and Designation of Beneficiary form.

For more information regarding Qualified Preretirement Survivor Annuities, contact your plan administrator (employer).

8 CASH SWEEP VEHICLE CHOICES (SELECT ONLY ONE)

TD Bank USA FDIC Insured Deposit Account
Federal Deposit Insurance Corporation (FDIC) Insured Money Market Deposit Account.

TDAM New York Municipal Money Market Portfolio
Invests primarily in high-quality municipal securities that pay dividends which are exempt from federal, New York state and New York City income tax.

TD Asset Management USA Funds (TDAM)

TDAM Municipal Portfolio
Invests primarily in high-quality municipal securities that pay dividends exempt from federal income tax.

TDAM California Municipal Money Market Portfolio
Invests primarily in high-quality municipal securities that pay dividends which are exempt from federal and California state income taxes.

NOTE: If not specified, all credit balances will automatically be swept daily to the TD Bank USA FDIC Insured Deposit Account. See the Client Agreement for a complete description of the Cash Sweep program. An investment in a money market mutual fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although a money market fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money market fund. Tax-exempt portfolios may pay dividends that are subject to the alternative minimum tax, and also may pay taxable dividends due to investments in taxable obligations. More complete information about the money market funds, including management fees and expenses, is contained in the prospectus, which can be obtained by calling your advisor. Please read the prospectus carefully before you invest or send money.

9 ADVISOR AUTHORIZATION

Please initial to indicate your approval. (If Joint account, both parties must initial.)

| | | |
|-----------|-----------|---|
| Initials: | Initials: | I hereby authorize the Agent listed above to enter trades in my account. (Limited Power of Attorney – see attached.) |
| Initials: | Initials: | I hereby authorize TD AMERITRADE to pay my Agent’s fee from my account as directed by my Agent. (Authorization to Pay Fees to Agent – see attached.) |

10 LIMITED POWER OF ATTORNEY

LIMITED TO PURCHASE AND SALE OF SECURITIES, INCLUDING THE TRADING OF OPTIONS, IF APPLICABLE.

By my initials in Section 9, and to the extent indicated herein, I hereby constitute and appoint the Advisory Firm or individual named herein as 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 in accordance with the Client Agreement (incorporated by reference) applicable to this account held in my name, or number on your books, without notice to me. My Agent is authorized to effect such transactions in my account via any available medium, electronic access or otherwise, including but not limited to electronic access via personal computer or touch-tone phone.

If I have signed an options agreement, my Agent is specifically authorized to effect options transactions in my account, up to my approval level. I have received a copy of the booklet "Characteristics and Risks of Standardized Options." I hereby agree to indemnify and hold harmless TD AMERITRADE, Inc. ("TD AMERITRADE"), its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or related to reliance on this authorization and to pay promptly on demand any and all losses arising there from 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 the delivery of securities or monies from the account in the Account Owner(s) name.

I hereby ratify and confirm any and all transactions with you heretofore or hereafter made by my Agent for my account. This authorization and indemnity is in addition to, and in no way limits or restricts, any rights which you may have under any other agreement or agreements between me and TD AMERITRADE.

If this is a fiduciary account, Account Owner(s) affirm(s) that this grant of limited trading authority has been conferred consistent with any fiduciary duties or powers of Account Owner(s).

This authorization is a continuing one and shall remain in full force and effect, and you shall have no duty of inquiry. I may change or revoke this authorization by a written notice addressed and delivered to TD AMERITRADE. 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 present 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.

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 accounts as if I had exercised them myself and that my Agent's actions and instructions with respect to my accounts are fully binding on me. I also understand and agree that TD AMERITRADE has no duty or responsibility to monitor trading in my accounts by my Agent or notify me prior to accepting instructions. I understand that Agent will automatically receive duplicate confirmations and statements unless I request otherwise.

11 AUTHORIZATION TO PAY FEES TO AGENT

By my initials in Section 9, and to the extent indicated herein, I hereby authorize TD AMERITRADE, Inc. ("TD AMERITRADE") to pay Agent from my account the Agent's management fees as invoiced by Agent. I also authorize TD AMERITRADE to liquidate shares of any money market mutual fund I may hold in my account to the extent necessary to pay such fees. TD AMERITRADE shall rely on Agent's invoices and have no responsibility for the calculation or verification of fees.

I will indemnify and hold TD AMERITRADE and its affiliates, directors, officers, employees, successors and assigns harmless from all losses, claims, damages, liabilities and costs, including attorneys' 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.

12 CUSTODY SERVICES, CONFIRMATION AND STATEMENT PREFERENCES

All dividends will be held in the account unless I check here.*

TD AMERITRADE will provide my name to corporations whose securities I hold in my account for the purpose of additional corporate communications, unless I have checked here.

**Dividends will be mailed monthly to the address of record if this box is checked.*

By providing your email address, you consent to receive electronic trade confirmations and statements. Account statements and trade confirmations detailing any purchase or sale of a security will be sent to the email address on record unless you choose to have them sent to the mailing address of record by checking below.

- Monthly Paper Statements
- Paper Trade Confirmations

13 ADDRESS TO SEND DUPLICATE CONFIRMATIONS AND STATEMENTS TO:

I hereby request duplicate trade confirmations and statements to be sent to the party indicated below.

Name (First, Middle Initial, Last): _____ Check the appropriate box: Plan Sponsor/Employee Trustee Employee Participant

Street/PO Box: _____

City: _____ State: _____ ZIP Code: _____

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AGREEMENT – BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT:

Under penalties of perjury, I certify (1) that the Social Security Number shown on this form is my correct taxpayer identification number, (2) that I am not subject to backup withholding and (3) that I am a U.S. person (including a resident alien); provided, however, if I am a nonresident alien as disclosed in this application, I do not certify that I am a U.S. person, and I understand that I must submit a W-8BEN Form. If I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting, I must cross out (2) in this certification.

I acknowledge that I have received and read the "Client Agreement," available at www.advisorservices.com or by calling 866-268-3247, that will govern my account. I agree to be bound by the "Client Agreement" which may be amended from time to time and which is incorporated by this reference. I release and agree to indemnify and hold harmless TD AMERITRADE Institutional ("TDAI") from any and all liability and claims for damages resulting from any action taken pursuant to this Agreement. By my signature below, I attest that I am of legal age to contract and that the information contained in this application is true and correct. I hereby request, subject to acceptance by TDAI, a margin account (or if otherwise indicated a cash account) be opened in the name(s) set forth below.

If I have requested an options account, I agree to be bound by the "Client Agreement" and any supplemental options agreements that will govern my account applicable to the trading of options contracts. I agree to abide by the rules of the listed options exchanges and the Options Clearing Corporation and will not violate current position and exercise limits. I am aware of the risks involved in options trading and represent that I am financially able to bear such risks and withstand options-trading losses.

All securities, dividends and proceeds will be held at TD AMERITRADE Clearing, Inc. (the "Clearing Firm"), unless otherwise instructed.

I understand that TDAI may obtain a current consumer or credit report to determine my eligibility, or continuing eligibility, for credit or for other legitimate business purposes. Any decision by TDAI to extend credit may be based on information contained in a consumer or credit report, as well as the policies of TDAI and the Clearing Firm.

I understand that TDAI may relate information regarding this account, including account delinquency and voluntary closures, to consumer or credit-reporting agencies. Upon my request, TDAI shall inform me of each consumer or credit-reporting agency from which they have obtained and/or reported my consumer or credit report. TDAI agrees to notify the consumer or credit-reporting agencies if I dispute the completeness or accuracy of the information furnished by TDAI. By my signature below, I authorize TDAI to obtain consumer or credit reports for the name(s) set forth below.

Unless specified otherwise, I understand that non-deposit investments purchased through TDAI are not insured by the Federal Deposit Insurance Corporation (FDIC), are not obligations of or guaranteed by any financial institution and are subject to investment risk and loss that may exceed the principal invested.

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 for 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 utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Successors and Heirs. This Authorization supplements and in no way limits or restricts rights which TDAI and the Clearing Firm may have under any other agreement with me. This Authorization will bind my heirs, executors, administrators, successors and assigns and will benefit TDAI and the Clearing Firm's successors and assigns.

The Client Agreement applicable to this brokerage account agreement contains predispute arbitration clauses. By signing this agreement, the parties agree to be bound by the terms of the agreement, including the arbitration agreement located at paragraphs 92-94 of the Client Agreement.

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ACCOUNT OWNER(S) SIGNATURE

Participant's Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

TD AMERITRADE Institutional
4075 Sorrento Valley Blvd., Suite A
San Diego, CA 92121

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