

5 PLEASE CHOOSE A SWEEP VEHICLE FOR YOUR UNINVESTED CASH BALANCES (SELECT ONLY ONE)

TD Waterhouse Cash- Pays interest on credit balances.	_____ 75	Tax-Exempt NY Money Market Fund- Invests in high-quality municipal securities that pay dividends exempt from Federal, NY State, and NYC income tax.	_____ 7
TD Waterhouse Family of Funds- Money Market Portfolio- Invests in high-quality money market securities.	_____ 4	Tax-Exempt CA Money Market Fund- Invests in high-quality municipal securities that pay dividends exempt from Federal and CA State income taxes.	_____ 8
U.S. Government Portfolio- Invests in securities issued or guaranteed by the U.S. Gov't.	_____ 5	TD Waterhouse Bank, N.A.- FDIC-Insured Money Market Account.	_____ 9
Municipal Portfolio- Provides federally tax-exempt income.	_____ 6		

NOTE: If not specified, all credit balances will automatically be swept daily to TD Waterhouse Cash, an interest bearing account. If you prefer one of our money market funds once the account is open, please call your advisor.

6 CUSTODY SERVICES

We will hold securities **FREE OF CHARGE** for you or register and deliver them in your name. (\$25 fee for certificate delivery.)

SECURITIES

- Hold
- Mail

PROCEEDS

- Hold
- Mail

DIVIDENDS

- Hold
- Mail

7 LIMITED POWER OF ATTORNEY

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

If I have so indicated on the application, I hereby constitute and appoint the Advisory Firm or individual named herein as my agent and attorney-in-fact ("Agent"), to buy, sell (including short sales) and trade in stocks, bonds and any other securities and/or contracts relating to the same on margin (if I have signed a margin agreement) or otherwise in accordance with your terms and conditions for this account and risk and in my name, or number on your books. 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 telephone. If I have signed an option agreement, my Agent is specifically authorized to effect option transactions in my account, including uncovered options transactions or to uncover a covered option position 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 Waterhouse Investor Services, Inc. ("TD Waterhouse"), 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, except that my Agent is not authorized to withdraw funds, securities or other property from my account.

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 Waterhouse.

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 Waterhouse. 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 Waterhouse has no duty or responsibility to monitor trading in my accounts by my Agent or notify me prior to accepting instructions from my Agent.

I understand that Agent will automatically receive duplicate confirmations and statements unless I request otherwise.

8 AUTHORIZATION TO PAY FEES TO AGENT

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

I will indemnify and hold TD Waterhouse and its affiliates, directors, officers, employees, successors and assigns harmless from all losses, claims, damages, liabilities and costs, including attorney's fees, which TD Waterhouse 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 delivered personally or sent by registered mail or certified mail and received by the TD Waterhouse office serving my account.

9 BY SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT

1. I have read, understand and agree to the terms of the enclosed Customer Agreement.
2. If applicable, I have read, understand and agree to the terms of the Limited Power of Attorney and Authorization to Pay Fees to Agent.
3. TD Waterhouse Investor Services, Inc. ("TD Waterhouse") does not give investment, legal or tax advice, and will not advise me or my agent concerning the nature, potential value or suitability for me of any particular security transaction or investment strategy.
4. Under the penalties of perjury, I certify (1) that the Social Security Number/Taxpayer Identification Number shown on this form is correct, (2) that I am not subject to backup withholding under the provisions of the Internal Revenue Code and (3) that I am a U.S. person (including a U.S. resident alien). (If you have been notified that you are subject to backup withholding and have not been notified that this backup withholding has been terminated, you must strike out (2) in the preceding sentence.) (This certification is required by U.S. Government regulations.)
5. I acknowledge that my Agent will have primary responsibility for communications with me regarding my account except as may be otherwise required by law, rule or regulation, including without limitation brokerage confirmations and account statements, and as TD Waterhouse may otherwise reasonably deem necessary. I further acknowledge that my Agent will advise me of TD Waterhouse's commissions and transaction costs, as well as any other applicable account fees or expenses, and will update me to the extent of any changes implemented by TD Waterhouse with respect thereto.
6. I acknowledge that TD Waterhouse will verify the information I provide on this application through a third-party provider in accordance with federal law. I authorize TD Waterhouse to make inquiries for the purpose of verifying my identity and my creditworthiness and to provide information regarding my performance under these agreements to credit reporting agencies and to its affiliates. I further authorize TD Waterhouse to share the results of such inquiries relating to the verification of my identity with my independent investment advisor. I further understand that TD Waterhouse may share this information with its affiliates to determine my eligibility for other products and services they may offer. I may opt out of such information sharing by providing TD Waterhouse with written notification. I understand that, upon my request, TD Waterhouse will tell me whether a credit report was requested and provide the name and address of the agency that furnished it.
7. **The enclosed Customer Agreement contains a pre-dispute Arbitration clause. Please see paragraph #9 of the Customer Agreement for full details.**

Account Holder Signature
 X _____ Date _____

Joint Account Holder Signature (if applicable)
 X _____ Date _____

Money market mutual funds are neither FDIC-insured nor guaranteed by the U.S. Government and are not deposits or obligations of, or guaranteed by, any bank. There can be no assurance that these funds will be able to maintain a stable net asset value of \$1 per share. Tax-Exempt Funds may be subject to the alternative minimum tax. 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 it carefully before you invest or send money.

This disclosure letter is provided to inform you of the allocation of responsibilities between TD Waterhouse Investor Services, Inc. (“TD Waterhouse”) and its clearing affiliate, National Investor Services Corp. (“NISC”). TD Waterhouse has designated NISC as its clearing agent to handle the recordkeeping, clearing and settlement functions for its customers’ accounts pursuant to a written agreement. Please note that you will have a direct relationship with TD Waterhouse; the clearing services to be provided by NISC will not alter that relationship.

TD Waterhouse, as your broker, will be responsible for the following with respect to your account:

- Opening, approving and monitoring your account, including obtaining and verifying account information;
- Accepting and transmitting your orders, including responsibility for accepting or rejecting orders, procedures for screening orders prior to execution, transmission of your orders, and the supervision of Account Officers (registered representatives) in accordance with TD Waterhouse policies and applicable federal, state and industry regulations;
- Prompt communication of instructions to NISC involving your account, including instructions for the transfer or delivery of securities, disbursement of funds from your account, and instructions regarding tender or exchange offers involving securities in your account;
- Prompt transmission to NISC of cash and securities delivered to TD Waterhouse for credit to your account;
- General supervision of your account, including compliance with New York Stock Exchange Rules 342 and 405 and Rule 3010 of the National Association of Securities Dealers;
- Responding to any inquiries or complaints that you may have concerning your account and providing prompt notification to NISC of any complaints or inquiries involving NISC.

NISC, as clearing broker, will be responsible for the following with respect to your account:

- Maintaining books and records which detail transactions in your account, and preparing and sending confirmations and statements reflecting purchases and sales of securities and related activity in your account, including receipt and delivery of monies or securities and the collection and distribution of dividends;
- Providing extensions of credit to you in compliance with Regulation T of the Federal Reserve Board, the regulations of the New York Stock Exchange and other self-regulatory organizations, determining margin maintenance requirements, paying and charging interest, and rehypothecation or loan of any of your margin securities;
- Distributing shareholder information, including proxy material, tender offers, or any similar materials received by NISC, and providing various records on your behalf as required by applicable laws and regulations;
- Safeguarding your funds and securities: The securities in your TD Waterhouse brokerage account are protected up to \$150 million per customer. The first \$500,000 of coverage is provided by Securities Investor Protection Corporation (SIPC), of which up to \$100,000 covers cash. A SIPC explanatory brochure is available upon request by calling **1-800-431-3500** or online at **www.sipc.org**. The remaining coverage is provided through Lloyd’s London. Please note that this account protection does not protect against losses due to market fluctuation.

In consideration of TD Waterhouse Investor Services, Inc. ("TD Waterhouse") and National Investor Services Corp. ("NISC") (collectively, "you") accepting and carrying for me one or more accounts, I hereby understand and agree that:

1. Legal Capacity to Enter Into Agreements – I am at least the age of 18 years and am of full legal age in the state in which I reside. If I am an employee, member or partner of any security exchange or member firm thereof, of any corporation a majority of the stock of which is owned by any exchange or a broker/dealer, I have so indicated on the account application. I also agree to notify you promptly if I should later become employed in any of the capacities cited above.

2. Definitions – Applicable Rules and Regulations – The terms "securities," "options" or "other property," as used herein, shall include money, securities and commodities of every kind and nature and all contracts and options relating thereto. All transactions shall be subject to the rules, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations.

3. Orders, Executions and Statements – Reports of the execution of orders and statements of my account shall be deemed accepted by me if you have not received written objections from me within five days with respect to the former and ten days with respect to the latter after transmitted by you to me. You may execute any transaction authorized by me on any exchange or other market where such business is then transacted. You may reject any order I place with you in your sole discretion. I understand that you reserve the right to refuse, and assume no responsibility for, orders sent through the mail for the purchase or sale of securities or other investments. I also understand that if I request the transfer or registration of foreign securities, I may be responsible for any transfer fees charged to you.

I understand that you direct customer orders in equity securities to exchanges and market makers based on an analysis of their ability to provide rapid and quality executions. These market participants guarantee that all customer orders are executed at a price equal to or better than the displayed national best bid/best offer. Your policy also assures that these market participants provide your customer orders with price improvement and limit order protection. I further understand that you may receive remuneration for directing customer orders to these market participants, the source and amount of which is available upon written request.

4. Deposit of Equity – Consent to Recording – I understand that you reserve the right to require full payment or an acceptable equity deposit prior to the acceptance of any order. I understand that you may tape record telephone conversations with customers in order to permit you to verify data concerning securities transactions.

5. Payment of Indebtedness Upon Demand – I shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of my accounts with you; and I shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by you or by me, and I shall make payments of such obligations and indebtedness upon demand.

6. Funds Availability – I understand that available credit balances in my Brokerage Account will be automatically swept on a daily basis to the sweep vehicle of my choice ("Designated Sweep Account"). The proceeds of any checks which I deposit to my Brokerage Account will be swept to the Designated Sweep Account on the third business day after receipt by TD Waterhouse and will begin earning dividends or interest on that day. I understand that access to such funds may be withheld for up to 10 calendar days to assure that such checks have not been returned unpaid.

7. Security for Indebtedness – All securities and other property whatsoever which you may hold, carry or maintain for any purpose, in or for any of my accounts, whether individually or jointly held with others, are subject to a lien in your favor for the discharge of all the indebtedness of me to you, and I hereby grant to you a continuing lien, security interest and right of set-off in all such property and securities whether now owned by me or hereafter acquired. You may hold securities and other property as security for the payment of any liability or indebtedness of me to you, and you shall have the right to transfer such securities and other property in any of my accounts from or to any other of my accounts, when in your judgement such transfer may be necessary for your protection. In enforcing your lien you shall have the right to sell, assign and deliver all or any part of the securities or other property in any of my accounts when you deem it necessary for your protection. You reserve the right to close transactions in my account if you believe there is inadequate security for my obligation or upon an event which in your opinion jeopardizes my account. You shall have all rights of a secured party under the Uniform Commercial Code.

8. Costs of Collection – The reasonable costs of collection of the debit balance and any unpaid deficiency in my accounts, including attorney's fees incurred by you, shall be paid or reimbursed by me to you.

9. Agreement To Arbitrate Controversies –

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree that any controversy relating to any of my accounts or any agreement that I have with you will be submitted to arbitration conducted only under the provisions of the Constitution and Rules of the New York Stock Exchange, Inc. or pursuant to the code of the Arbitration of the National Association of Securities Dealers, Inc. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgement, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction. 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; or (ii) the class is decertified; or (iii) the customer 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.

10. The Laws of New York Govern – This agreement and its enforcement shall be governed BY THE LAWS OF THE STATE OF NEW YORK; shall cover individually and collectively all accounts (Cash, Margin, Option or other) which I may open or reopen with you; and shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, and assigns and you may transfer my accounts and my agreements to your successors and assigns, and this Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.

11. Losses Due to Extraordinary Events – You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.

12. Joint and Several Liability – If there is more than one owner of the account, then obligations under this agreement shall be joint and several.

13. Separation of Provisions – If any provision or condition of this agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulating agency or body, such invalidity or unenforceability shall attach only to such provisions or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this agreement shall be carried out as if such invalid or unenforceable provision or condition were not contained herein.

14. Presumption of Receipt of Communications – Communications may be sent to me at my address given in the New Account Application as a mailing address, or at such other address as I may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be considered delivered to me personally, whether actually received or not.

15. SEC Rule 14b-1(c) – Communication Between Companies and Shareholders – You will release my name, address, and security positions to requesting companies in which I own shares that are held in my account, unless I notify you in writing that I object.

16. Credit Information – I acknowledge that TD Waterhouse will verify the information I provide on this application through a third-party provider in accordance with federal law. I authorize TD Waterhouse to make inquiries for the purpose of verifying my identity and my creditworthiness, and to provide information regarding my performance under these agreements to credit reporting agencies and to its affiliates. I further authorize TD Waterhouse to share the results of such inquiries relating to the verification of my identity with my independent investment advisor. I further understand that TD Waterhouse may share this information with its affiliates to determine my eligibility for other products and services they may offer. I may opt out of such information sharing by providing TD Waterhouse with written notification. I understand that, upon my request, you will tell me whether a credit report was requested and provide the name and address of the agency that furnished it.

17. Advice and Recommendations – I acknowledge that you do not provide legal or tax advice, and will not advise me concerning the nature, potential value or suitability of any unsolicited security transaction or investment strategy and I hereby agree to hold you harmless from any liability, financial or otherwise, as a result of any losses I may suffer with respect to such transaction or strategy.

I understand that any alteration to this Agreement will be ineffective to relieve me of my obligations hereunder.