



Complete and return to:
TD Waterhouse Institutional Services
9191 Towne Centre Drive
San Diego, CA 92122

- **PLEASE PRINT** your information in blue/black ink and do not use white-out.
- Complete this form and include applicable signatures to avoid delays in processing application. If you need assistance, please contact your advisor.

1 ACCOUNT HOLDER INFORMATION

Current Account Holder	Account Number
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2 ADD A JOINT PARTY TO YOUR ACCOUNT

Joint Tenants with Rights of Survivorship
 Tenants in Common
 Community Property*
 Tenants by the Entireties (Spouses only)

In the case of the death of one party, his/her interest passes to the surviving owner(s).
In the case of the death of one party, his/her interest passes to his/her estate. (50/50, unless otherwise noted.)
For AZ, CA, ID, LA, NM, NV, TX, WA, and WI only. Laws vary by state. *Additional information required, please contact TD Waterhouse.
For AR, DC, DE, FL, HI, MD, MA, MI, MO, MS, NM, OK, PA, RI, VA, TN, VT, WY only. Laws vary by state

3 NEW JOINT ACCOUNT HOLDER: COMPLETE ALL THE INFORMATION BELOW

Joint Account Holder Name: Mr. / Mrs. / Ms. / Dr. <i>First M.I. Last</i>	Social Security Number	Employer/Occupation (If not employed, indicate if retired, student etc.)
Mailing Address: <input type="checkbox"/> Home <input type="checkbox"/> Business <input type="checkbox"/> P.O. Box <i>(Must provide home address even if you use a P.O. Box)</i>	Date of Birth <i>mm/dd/yyyy</i>	Employer Address (Street Address)
Home Address (Street, City, State, Zip Code)	Employer Address (City, State, ZIP)	
Country of Citizenship other than U.S. (Include copy of passport & recent copy of one of the following: bank or brokerage statement, or utility bill)	Are you a director, 10% shareholder or a policy-making officer of a publicly traded company? <input type="checkbox"/> No <input type="checkbox"/> Yes _____ <i>(If yes, specify company)</i>	
Driver's License/Passport Number	Expiration <i>mm/yyyy</i>	State/Country
Are you employed by a broker/dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes _____ <i>(If yes, specify company and include 407 letter from Compliance)</i>		

4 NEW JOINT ACCOUNT HOLDER: INVESTMENT ADVISOR AND FEE AUTHORIZATION INFORMATION

Investor Advisor Firm (Agent) and Primary Contact:
Firm Name _____ Primary Contact _____ Advisor ID # _____

If you would like an additional person other than your financial advisor to receive duplicate confirmations and account statements, please specify below.
Name _____ Address _____ City/State/Zip Code _____

Please initial to indicate your approval. The new joint account holder agrees to be bound by the authorizations granted by the current account holder in the original Account Application.

Initials:	Initials:	I hereby authorize TD Waterhouse to send duplicate confirmations and statements to my Agent.
Initials:	Initials:	I hereby authorize the Agent listed above to execute trades in my account. (Limited Power of Attorney – see reverse)
Initials:	Initials:	I hereby authorize TD Waterhouse to pay my Agent's fee from my account as directed by my Agent. (Authorization to Pay Fees to Agent – see reverse)
Initials:	Initials:	Please do not disclose my/our name(s) to any company I/we have positions in or may invest in in the future.

5 ACCEPTANCE AND SIGNATURES

AUTHORIZATION TO CONVERT ACCOUNT TO JOINT ACCOUNT:
I authorize TD Waterhouse Investor Services, Inc. to immediately convert this account registration to joint account registration to add the individual(s) named below as a party(ies) to the account. In accordance with these instructions, all existing account assets will be converted to joint property and the new Joint Account Holder will have full right and title to all assets in accordance to applicable state law. I agree:

- to indemnify and hold TD Waterhouse harmless from any and all claims of loss which may result from your reliance on this authorization, and
- to pay TD Waterhouse promptly on demand any and all losses that may arise in the account or debit balances due on the account.

All Account Holders' Signatures Required.

X Account Holder Signature	Date	X Joint Account Holder Signature	Date
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6 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 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 my Agent will automatically receive duplicate confirmations and statements unless I request otherwise.

7 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.

8 AGREEMENT TO TERMS

I hereby request that TD Waterhouse Investor Services, Inc. ("TD Waterhouse") open a brokerage account in the names listed as account holders on this Account Application. I agree to read and be bound by the terms of the TD Waterhouse Account Agreement Booklet (which includes information on the Cash Account and, if applicable, Margin Account, Truth-in-lending disclosure, TD Waterhouse cash management services, TD Waterhouse AdvisorClient.com Account, and other written agreements between me and TD Waterhouse that apply to my brokerage account), as currently in effect and as amended from time to time, which will be provided to me when the account is opened. If, in the future, I add features to this account governed by the foregoing agreements, I agree to be bound by the additional terms and conditions. If I do not receive or understand the Account Agreement Booklet, I will notify TD Waterhouse. I acknowledge that TD Waterhouse does not provide legal or tax advice, and will not advise me concerning the nature, potential value, or suitability for me of any unsolicited security transaction or investment strategy. In accordance with Section 11 of the Customer Agreement, I agree that all debts and other obligations owed to TD Waterhouse by any party to the Customer Account Agreement will be secured by a lien on all securities and other property now or hereafter acquired, carried or maintained in any of my present or future brokerage accounts with TD Waterhouse, whether individually or jointly held with others, or in any brokerage account at TD Waterhouse in which I have an interest. If this is a joint account, each of us agrees that transactions and instructions may be authorized or signed by any one of the joint account holders. I acknowledge and understand that when I trade on margin, including short sales or options, I am borrowing from TD Waterhouse. I agree to pledge all assets in my TD Waterhouse account(s) as collateral to secure this loan. I acknowledge that margin transactions are riskier and can involve greater loss than cash transactions. I agree to read and be bound by the sections of the Customer Account Agreement relating to margin transactions and to contact TD Waterhouse before trading on margin if I do not receive or understand that Agreement. All assets now or hereafter held in this my margin account may be pledged, repledged or otherwise used as collateral, separately or together with securities of other customers, to secure the amount(s) owed TD Waterhouse by any owner of this Account. Interest on debit balances will be charged and compounded in accordance with the Customer Agreements and as permitted under the laws of the State of New York. 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. 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. **BY SIGNING THIS AGREEMENT, HOLDERS OF MARGIN ACCOUNTS ACKNOWLEDGE THAT CERTAIN OF THEIR SECURITIES MAY BE LENT TO TD WATERHOUSE AS PRINCIPAL OR LENT OUT TO OTHERS. AGREEMENT TO ARBITRATE CONTROVERSIES:** 1. Arbitration is final and binding on the parties. 2. The parties are waiving their right to seek remedies in court, including the right to jury trial. 3. Pre-arbitration discovery is generally more limited than and different from court proceedings. 4. 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. 5. 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. Judgment, 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.

Under the penalty 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) 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 regulation. **NEW JOINT ACCOUNT HOLDER:** I accept ownership and responsibility for any existing debits in the above account and/or any open liabilities that exist or may result from any positions (such as short positions), in the account.

