

2 Affidavit and Indemnification

To National Financial Services LLC ("NFS" or "You"):

I, the above-named Attorney in Fact, being duly sworn, do hereby declare under penalties of perjury that the attached Power of Attorney is in full force and effect, and to the best of my knowledge, I affirm that:

- 1 I am the Attorney in Fact named in the Power of Attorney executed on (Date)
by ("Principal"); and
- 2 The Principal is not deceased, and has not partially or completely revoked, terminated, or suspended this Power of Attorney; and
- 3 A petition to determine the incapacity or to appoint a guardian for the Principal is not pending; and
- 4 In the event that more than one Attorney in Fact is named in the Power of Attorney, I certify that I am authorized to act individually and that You may take instruction from me acting independent of all other attorneys in fact, including delivery of assets to me personally; and
- 5 I agree not to exercise any powers granted to me by this Power of Attorney if I know or have reason to know that it has been revoked, partially or completely terminated, suspended or is no longer valid due to any reason whatsoever; including, without limitation, death of the Principal; and
- 6 I understand that in the event of conflicting instructions given by attorneys in fact or any IRA owner and an attorney in fact, You may restrict the IRA until joint written instructions are received to your satisfaction; and
- 7 I understand that You may, in your discretion, restrict my ability to take distributions or withdrawals from the IRA after presentation of the Power of Attorney document; and
- 8 I agree not to give, transmit, issue or convey any instructions concerning the above-referenced IRA that I know, or believe are in non-compliance with or in violation of the Power of Attorney; and
- 9 I agree not to give, transmit, issue or convey any instructions that are not in compliance with the terms of the IRA Custodial Agreement and Disclosure Statement governing the Premiere Select IRA indicated in Section 1 above; and
- 10 For the purpose of inducing You to act upon my instructions, I do fully indemnify and hold You and Fidelity Management Trust Company, Custodian of my Premiere Select IRA, harmless from and against any and all losses, liabilities, claims and costs (including reasonable attorneys' fees) resulting from transactions made in accordance with my instructions or my failure to provide instructions as the Principal's Attorney in Fact; and
- 11 The Power of Attorney will remain in full force and effect until such time as written notification of termination or significant alteration is received at Your offices; and
- 12 The Principal executed the Power of Attorney while competent to do so and was not acting under duress or undue influence; and
- 13 I understand that You do not participate in or review my trading decisions or manage, supervise, or monitor trading in the IRA; and

I also agree that any information given on this Power of Attorney Affidavit and Indemnification is subject to verification and I hereby authorize You to obtain a credit or other financial responsibility report about me at any time. Upon my written request, You will provide the name and address of the credit reporting agency used. I agree to be bound by all the terms and conditions set forth in the Customer Agreement, including, without limitation, the pre-dispute arbitration agreement, which governs this IRA. This affidavit and the attached POA shall be governed by the laws of the Commonwealth of Massachusetts.

I acknowledge that any alteration of this document's original terms shall be null and void and I shall be bound by the terms of the original document as set forth by You. I understand and acknowledge that You may terminate any and all agreements between us in the event that You or any of your agents and affiliates have reasonable ground to believe that the foregoing is untrue, or that this document has been altered.

Signed under penalties of perjury.

Signature of Attorney in Fact

Date

3 Notarization

State of , in the county of

Subscribed and sworn to before me by the above-named Attorney in Fact, who is personally known to me or who has

produced (Type of identification) as identification, that the foregoing statements were true and accurate and made of his/her

own free act and deed, on (Date).

Notary Public

Seal

My Commission Expires

For Correspondent Use Only

I (Name) Supervisory Principal for

(Broker/Dealer)

, have reviewed the foregoing and hereby attest to its accuracy and compliance with the Power of Attorney document. I certify to NFS that the Power of Attorney has been properly executed, is valid under applicable federal and state laws and that all instructions to NFS will comply with the terms of the Power of Attorney.

Signature

Date

1.753713.101 – 388158 (11/04)