Print Clear Form

Proxy Authorization

- Complete all sections, sign and return.

Account Number(s)

Account Title:

Registered Investment Advisor:

This Authorization Form (together with the Client/Customer Agreement, the "Agreement") sets forth the terms and conditions pursuant to which J.P. Morgan Clearing Corp. (together with J.P. Morgan Securities Inc., "JP Morgan") will accept instructions related to Proxy and Related Material (as defined below) from the registered investment advisor named above ("Advisor").

By signing below, the undersigned appoint the Advisor to receive and act upon all proxies, including proxy solicitation material and other related material, including interim reports, annual reports and other issuer mailings ("Proxy and Related Material") with respect to any JP Morgan account(s) with the account title specified at the top of this form ("Account(s)"). The undersigned represent that the undersigned has granted the Advisor investment discretion over the Account(s) pursuant to an advisory contract and that the Advisor has agreed to vote proxy ballots and make all other voting decisions and take all actions on the undersigned's behalf. The undersigned understand that the undersigned will not be sent informational copies of Proxy and Related Material. Further, the undersigned understand that the undersigned has the unqualified right to rescind this designation for any reason and can elect to receive Proxy and Related Material.

The undersigned understand that even if the undersigned has appointed the Advisor to receive and act upon Proxy and Related Material above, the undersigned may receive certain other issuer and issuer-related communications regarding investments in the Account(s) and will be responsible for providing JP Morgan with any applicable instructions or directions contemplated by such communications.

In consideration of JP Morgan agreeing to comply with this request, the undersigned hereby certify that the undersigned has the full power and authority to direct JP Morgan as provided for herein. In addition, the undersigned hereby agrees to indemnify and hold JP Morgan, their successors, affiliates, assigns, officers, directors, agents and employees (the "Indemnified Parties") harmless from, and to pay the Indemnified Parties promptly on demand, any and all losses, liabilities, damages, claims, costs or expenses (including attorneys' fees and expenses) incurred by the Indemnified Parties in connection with their reliance on this authorization. These indemnification provisions are in addition to (and in no way limit or restrict) any rights which any of the Indemnified Parties may have under any other agreement(s) between the undersigned and any of the Indemnified Parties or under any federal or state statutes, laws, rules or regulations. This indemnity shall survive termination of this authorization with respect to transactions entered into during the term of this authorization.

PLEASE DIRECT ALL PROXY MATERIAL TO:

Firm Name

Mailing Address Attention/Floor

City State Zip Code

By signing below, the undersigned represent and warrant that the undersigned is/are the primary account owner(s), holder(s), trustee(s), executor(s), and/or authorized agent(s) for any JP Morgan account(s) with the account title specified at the top of this form.

Dated _____**, 20** _____ Print

Insert Date

X _____
Signature

_____
(Typed or Printed Name) (Title, if applicable)

X _____
Signature

_____
(Typed or Printed Name) (Title, if applicable)