

Resolution-11-2018



D|A|DAVIDSON
D.A. Davidson & Co. member SPC

Non-Corporate Organizations and Associations Resolution

Account #: 63977342 Branch #: 1101 FA #: 8570 TRAX #: 9948333

I, Bill Peach, do hereby certify that at a meeting of the
(Print Name of Organization Secretary)

BOARD OF METROPOLITAN PARK of William Shore Memorial Pool District on 6/26/18
(Print Name of Organization's Governing Body) (Print Name of Organization) (Print Date)

the following resolutions were adopted and are in full force and effect:

RESOLVED, that the organization open an account with D.A. Davidson & Co., for the purpose of buying, selling and trading in, for the account and risk of the organization, and in its name, stocks, bonds and other securities and contracts for commodities or securities and put and call options for cash and on margin or otherwise, including short sales and in accordance with the terms and conditions required by D.A. Davidson & Co.;

RESOLVED, that any one of the following officers of the organization, viz.

CHARLIE MCCLAIN STEVEN BURKE

(Print Name(s))

(Print Name(s))

and their successors in such offices be, and hereby are, and each is authorized and empowered to enter orders for purchases of securities including, but not limited to, stocks, bonds and option contracts, and to enter orders for sales, assignments or transfers of stocks, bonds or in any other securities or option contracts now owned or hereafter acquired by the organization in its own right or in fiduciary capacity, and said officers and each of them is authorized and empowered to give instructions in every respect concerning said account with D.A. Davidson & Co., and said firm is authorized and empowered to make payment of monies and deliveries of securities and contracts to said officers or otherwise as they and each of them may order and direct, and said officers and each of them is authorized and empowered to execute any and all agreements with said firm on behalf of the organization in connection with said account in order to conform with the rules and regulations of D.A. Davidson & Co. concerning any of the aforesaid transactions, and in all matters and things before mentioned said officers, and each of them alone, is authorized to act for the organization and on its behalf;

RESOLVED, that the authority vested in said officers will be a continuing one and will remain in full force and effect until D.A. Davidson & Co. shall receive from the organization a written notice of the revocation of such authority; and the persons named (and their successors) shall be presumed to be continuously the holders of such offices until D.A. Davidson & Co. receives from the organization a written notice of the election of their successors, properly certified by the Secretary of the organization; and

RESOLVED, that the Secretary of the organization be, and hereby is authorized to certify to said firm the foregoing resolutions, and that the provisions thereof are in conformity with the laws of the organization.

I do further certify that the present officers of the organization are as follows:

Print Name(s):

BILL PEACH

CHERIE KIDD

STEVEN BURKE

CHARLIE MCCLAIN

Print Office Title:

PRESIDENT

VICE PRESIDENT

EXECUTIVE DIRECTOR

DISTRICT TREASURER

DATED this 26 day of June

*If the resolution authorizes the Secretary to act thereunder, and the Secretary, alone or in conjunction with some other officer, does so act, certification should be by another officer in addition to the Secretary.

X [Signature]
Secretary of the Organization

X [Signature]
Officer of the Organization



Separate Account Management (SAM) Investment Profile Questionnaire

Account #: 63977342 Branch #: 1101 FA #: 8570 TRAX #: 9999160 HHO TRAX #:

Section One: Advisory Account

Account Registration: WILLIAM SHORE MEMORIAL POOL DISTRICT 225 E 5TH ST PORT ANGELES WA 98362-3007 PORT ANGELES WA 98362

Salutation: STEVEN

Amount to be invested: \$9,655,000.00

Section Two: Suitability

- How many years have you been investing?
 0-5 6-10 11-15 15+
- Considering all of your assets invested with D.A. Davidson & Co.'s Managed Assets SAM Program, which feature do you consider most important (select one)?
 Wealth building potential
 Ability to generate income
 Safety of principal
- Considering all of your assets invested with D.A. Davidson & Co.'s Managed Assets SAM Program, how important is safety of principal (select one)?
 Less Important Somewhat Important Very Important
- How far would you allow your total portfolio to decline from its peak before you considered a change in managers?
 5%-10% 10%-30% 30%-50% >50%
- When do you expect to withdraw 15% or more of your assets from D.A. Davidson & Co.'s Managed Assets SAM Program?
 1-2 years 2-5 years 5-10 years 10+ years

Section Three: Manager & Style Selection

SAM Manager: DAVIDSON INVESTMENT ADVISORS

Style: INTERMEDIATE FIXED INCOME - \$100,000 MINIMUM

If DIA, indicate desired allocation: _____ % equities _____ % bonds

Section Four: Additional Information

1. Is there any additional information that will help us more effectively manage your account (e.g. anticipated changes in financial circumstances, tax information, healthcare expenses, college expenses, etc.)?
A CONSTRUCTION SCHEDULE WILL BE PROVIDED OUTLINING LIQUIDITY NEEDS

2. Are there any discrepancies between the style you selected and your level of risk tolerance? Yes No If yes, please explain:

3. Are there any trading restrictions/special instructions you would like placed on this account? Yes No If yes, please explain:

4. Do you anticipate any deposits or withdrawals for this account? Yes No If yes, please indicate:

Amount: \$100,000.00 Frequency: One-time Monthly Quarterly Semi-annually Type: Deposit Withdrawal

5. Do you wish to receive trade confirmations? Yes No

6. By default, the selected SAM Manager will receive all proxies on your behalf. Check this box if you wish to receive proxy materials (see articles 6 & 8):

Section Five: Fees

D.A. Davidson Advisory Fee: 1.5 % + SAM Management Fee(s): 1.5 % = Total Annual Fee: 3.0 % *KA 6-22-18*

Section Six: Signatures and Agreement

Client acknowledges having read and received a copy of the Single Advisory Client Agreement. With this IPQ, Client selects the SAM Manager and the investment style listed above for the account number listed above. Client confirms that the information contained herein is accurate and current and shall advise D.A. Davidson & Co. immediately of any material changes in the information in this IPQ, investment objectives and financial status. Client understands potential risks and returns associated with this advisory account, realizing that account value may fluctuate and that losses may occur.

[Signature]
Client Signature

CHARLIE McClain
Print Client Name

6/26/18
Date

[Signature]
Client Signature

Steve D Burke
Print Client Name

6/26/18
Date

Financial Advisor Signature

Financial Advisor Name

Date

Advisory Supervisory Mgr. Signature

Advisory Supervisory Mgr. Name

Date



Client Acknowledgment & Agreement

Account #: 63977342 Branch #: 1101 FA #: 8570 TRAX #: 9948333 HHO TRAX #: _____

1. I/We have read and understand the terms and conditions of the Account Agreement and understand the foregoing agreement contains legal rights of the parties, including, but not limited to, a pre-dispute arbitration clause appearing on section 5 of the Account Agreement. By signing this agreement, client specifically acknowledges that, before he/she signed the agreement, he/she has received, read and understood the terms and conditions of this pre-dispute arbitration clause. **By signing this agreement, and thus accepting the terms and conditions of the pre-dispute arbitration clause, the client understands he/she is, among other things, agreeing to waive his/her right to seek remedies in court, including the right to a jury trial.**
2. I/We certify that the information provided to you on the Account Application is true, complete and correct, and that I/we will receive a letter summarizing the information provided. I/we will promptly notify you if any of the information is incorrect, or if there are any changes to this information I will notify my Financial Advisor.
3. This form must be received and processed by the firm's New Accounts Department, as tax withholding will begin immediately on all proceeds. If the Client Agreement & Acknowledgement page is received by the firm within 30 calendar days from account opening, any withholding will be reversed and placed back into the account. After 30 calendar days, funds will have been remitted to the IRS and the account owner will have to reclaim them on their tax return.
4. I/we certify that :
 - a) The number provided at right is my correct social security number or taxpayer identification number, and

	_____ (Primary account owner Social Security Number)
	_____ (Secondary account owner Social Security Number)
	<u>27-0992813</u> (Taxpayer Identification Number)
 - b) For purposes of complying with the United States Department of Treasury backup withholding regulations I hereby certify, under penalty of perjury, that the information contained on the Account Application and Agreement Form regarding any social security number or tax identification number is true and correct and that I am not subject to the backup withholding provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require D.A. Davidson's consent to any provision of this Agreement other than the certification required to avoid backup withholding included in this paragraph.
 - c) The payee is exempt from FATCA reporting.
5. Optional Joint Account Instructions: Withdrawals of cash may be made payable to any account owner (initials of all account owners required).

[Signature]
Initials of
Account Owner 1

[Signature]
Initials of
Account Owner 2

Initials of
Account Owner 3

Initials of
Account Owner 4

Signatures

<u>[Signature]</u> Primary Account Owner Signature	<u>X</u> <u>6/26/18</u> Date	<u>X</u> Secondary Account Owner Signature	<u>X</u> Date
<u>X</u> <u>[Signature]</u> Additional Account Owner Signature	<u>X</u> <u>6/26/18</u> Date	<u>X</u> Additional Account Owner Signature	<u>X</u> Date
_____ Financial Advisor Signature	_____ Date	_____ Branch Office Manager Signature	_____ Date

Firm Use Only

I have received the signed forms attached to the work request and have verified the signature is an original signature and neither the signature nor the form appear to be altered in any way. The form with the original signature will be maintained in the Supervisory Branch Office according to the required retention period. Does not apply if signed via eSignature.

Branch Associate Name

Branch Associate Signature

Date



**Control Person Identity Verification
Supplemental Form for Account Application**

Account #: 63977342 Branch #: 1101 FA #: 8570 TRAX #: 9948333 HHO TRAX #: _____

The FinCEN, the SEC and other Federal financial regulators issued guidance on March 5, 2011 to verify the identity of account "control persons." A control person(s) is defined as anyone with trading authority or authority to move account assets (e.g., trustees, custodians, general partners, personal representatives, business owners, etc.).

Please complete for all control person(s):		
Role:	AUTHORIZED SIGNER	
Name:	CHARLIE MCCLAIN	
Date of Birth:	03/31/1950	
SSN #:	573-80-0058	
Legal Address: <small>(Do not use PO Box)</small>	2002 W 7TH ST	
City/State/Zip:	PORT ANGELES WA 98363-1618	
Phone:	(360) 452-1304	Email (optional): CHARLIEM@OLYPEN.COM

Role:	AUTHORIZED SIGNER	
Name:	STEVEN BURKE	
Date of Birth:	02/15/1965	
SSN #:	562-55-8022	
Legal Address: <small>(Do not use PO Box)</small>	225 E 5TH ST	
City/State/Zip:	PORT ANGELES WA 98362-3007	
Phone:	(360) 460-3526	Email (optional): SBURKE@WILLIAMSHOREPOOL.ORG

Role:		
Name:		
Date of Birth:		
SSN #:		
Legal Address: <small>(Do not use PO Box)</small>		
City/State/Zip:		
Phone:		Email (optional):

Role:		
Name:		
Date of Birth:		
SSN #:		
Legal Address: <small>(Do not use PO Box)</small>		
City/State/Zip:		
Phone:		Email (optional):

If there are additional control person(s) for the account, please complete additional forms and submit.



1e

Account #: 63977342 Branch #: 1101 FA #: 8570 TRAX #: 9948333 HHO TRAX #: _____

Section One: Account Registration and Tax Classification

Salutation: _____

NON-PROFIT IRS Tax Classification*:
*Provide tax classification for Corporate or LLC accounts only.

Account Registration and Address

WILLIAM SHORE MEMORIAL POOL

DISTRICT

225 E 5TH ST

PORT ANGELES WA 98362-3007

Section Two: Account Owner

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when you open an account with us, we will ask for your name, address, and other information that will allow us to identify you. We may also request to see other documentation, which could include information relating to the persons authorized to transact business in this Account.

Entity or Primary Account Owner
(Tax Reporting Registration)

Name: WILLIAM SHORE MEMORIAL POOL DISTRICT

*Legal Address (do not use P.O. Box):
225 E 5TH ST

PORT ANGELES, WA 98362-3007

Mailing Address (If different from legal address):

*Requires a legal street address in the United States. A United States P.O. Box mailing address is not sufficient. Legal address of third party Custodian/ Trustee, if any, must be specified. If account statements and trade confirmations are to be mailed to a P.O. Box address, please note under Mailing Address.

Home Phone:	Business Phone: (360) 417-9767	Cell Phone: (360) 460-3526
-------------	-----------------------------------	-------------------------------

Fax:	SSN #:	EIN: 27-0992813
------	--------	--------------------

Email: SBURKE@WILLIAMSHOREPOOL.ORG

Section Three: Trusted Contact

By providing information about trusted contact person(s), you authorize us to contact the trusted contact person(s) listed below and disclose information about your account to those person(s) in the following circumstances: To address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165 (Financial Exploitation of Specified Adults). This designation does not provide trading authority or the ability to act as attorney-in-fact. Please note, your trusted contact must be 18 years or older, cannot be an owner, trustee or attorney-in-fact on the account, or your Financial Advisor. Please indicate at least one method of contact below (address, phone number and/or email address).

Name:	Relationship to Account Owner:
-------	--------------------------------

Mailing Address: _____

Phone:	Email:
--------	--------



Account #: 63977342 Branch #: 1101 FA #: 8570 TRAX #: 9948333 HHO TRAX #: _____

Section Five: Account Instructions

Interested Parties
(Duplicate Documents to a Third party)

Confirms Name: _____

Statements Address: _____

1099s _____

Cash Sweep Options

BIDP

In lieu of the options above, I/we elect to choose money market option from the attached Cash Sweep Authorization.

Cost Basis Method

FIRST IN FIRST OUT – FIFO

Source of Funds

CASH DEPOSIT OR TRANSFER OF ASSETS

Additional Account Features

1. Do you object to your name, address and positions being released to requesting companies in which you have a position? Yes No
2. Would you like to receive quarterly research reports? Yes No
3. Would you like to reinvest all cash dividends for eligible equity securities in your account? Yes No
4. Would you like to consolidate your account statements? (Completed Consolidated Client Statement Authorization.) Yes No
5. Would you like additional information on how to access your account online including eDelivery? Yes No

Margin Agreement

Election to borrow against account. By checking this box you elect to be able to borrow against the value of eligible securities in your account. By selecting you also acknowledge that you have received and read the Margin Disclosure Statement which discusses some of the risks involved in borrowing from your account.

Section Seven: Firm Signatures

Financial Advisor Signature _____

Date _____

Branch Office Manager Signature _____

Date _____



SINGLE ADVISORY AGREEMENT

The undersigned (individually or collectively defined as "Client") hereby retains D.A. Davidson & Co. ("D.A. Davidson") to provide the type(s) of investment management services that Client may from time-to-time select in accordance with the terms of this Single Advisory Agreement.

ARTICLE 1. SERVICES

Section 1.1. Programs. This Agreement applies to certain investment advisory programs that D.A. Davidson offers to its Clients ("Programs"). These Programs consist of: (1) discretionary programs, where Client gives D.A. Davidson (including without limitation its investment advisory department, and/or Client's D.A. Davidson Financial Advisor) full discretionary authority to manage Client's account ("Discretionary Programs"); and (2) non-discretionary programs(s), where D.A. Davidson provides investment advice and recommendations but Client retains full authority and investment discretion with respect to the management of Client's account ("Non-Discretionary Program(s)"). The Discretionary Programs described in this Agreement are the: Managed Funds Portfolio ("MFP"); Russell Model Strategies ("Russell"); Separate Account Management ("SAM"); Unified Managed Account ("UMA"); and Paragon. The Non-Discretionary Program referred to in this Agreement is called Choice. D.A. Davidson may offer other Discretionary and Non-Discretionary Programs from time-to-time.

Schedule A to this Agreement provides descriptions of each Program and the specific terms and conditions applicable to each Program (the "Program Supplement"), which may change from time-to-time. The Program Supplement is part of this Agreement, and Client electing services under a Program is subject to the terms and conditions described in the Program, that D.A. Davidson provides in connection with each Program are further described in D.A. Davidson's Form ADV, Part 2A Brochure (the "Brochure"). Each Program may have differing structures and administration, and each Program offers different types and levels of service and has different fees and expenses. Further, each Program is designed to address different investment needs of Clients. All Programs discussed in this Agreement may not be appropriate for Client. The Program and service elections made by Client for each of Client's advisory accounts (each, an "Account") under this Agreement

will be completed as part of the Client's completion of the Investment Profile Questionnaire ("IPQ") referred to in Section 2.1 of this Agreement. Please review the Brochure, Program Supplement, and Investor Profile Questionnaire carefully.

D.A. Davidson provides the Programs described in this Agreement under a "wrap fee" arrangement. This means that in addition to the investment advisory services D.A. Davidson provides in connection with each Program, D.A. Davidson, in its capacity as broker-dealer, also provides Client with trade execution, custody and other standard brokerage services for a single fee, called a wrap fee.

Section 1.2. Brokerage; Custody and Reporting.

(a) **General.** In addition to the investment advisory services that D.A. Davidson provides in connection with each Program, D.A. Davidson, in its capacity as a broker-dealer, may provide Clients with trade execution, custody and other standard brokerage services. Accordingly, D.A. Davidson will require Client to sign a D.A. Davidson Brokerage Account Agreement for Client's Accounts if Client has not already done so. The Brokerage Account Agreement is a brokerage agreement that authorizes D.A. Davidson to execute trades for, and perform related services to Client's Account and retain certain information as required by applicable rules and regulations. The terms of the Brokerage Account Agreement supplement the terms of this Agreement with respect to Client's Account.

The terms of this Agreement, the Program Supplement, the IPQ, Client's Brokerage Account Agreement and the Brochure apply to all Program accounts that Client establishes with D.A. Davidson, including any Program accounts that Client may open with D.A. Davidson in the future. Some of the information in those documents may not apply to Client now, but may apply in the future if Client changes Programs, services or fees, or if Client establishes other advisory accounts with D.A. Davidson. Client will generally only receive an IPQ or other documentation confirming the requested changes. Therefore, Client should retain those documents for future references as they contain important information if Client changes Programs or establishes other advisory accounts with D.A. Davidson.

(b) **Brokerage.** During the term of this Agreement D.A. Davidson will affect all transactions for the purchase and sale of securities for the Account, unless Client or Program manager designates a different broker-dealer for these services. Unless instructed in writing to the contrary, and to the extent consistent with the duty to obtain best execution, D.A. Davidson shall provide all execution services relating to the purchase and sale of securities for Client's Account. Client hereby authorizes D.A. Davidson as investment advisor and, if applicable, each investment

manager of client's Account to effect transactions in Client's Account through a selected broker-dealer unaffiliated with D.A. Davidson. Client or, if applicable, each Client authorized fiduciary, hereby represents and warrants that Client has the full power and authority and may lawfully make such direction to D.A. Davidson to direct all trades to D.A. Davidson unless instructed otherwise by Client.

From time-to-time D.A. Davidson may aggregate trade orders. The allocation of these trades will be completed in a fair and equitable manner as more fully described in the Brochure. D.A. Davidson will favor no one account over other accounts. As set forth above Client may, subject to D.A. Davidson's approval, direct D.A. Davidson to execute transactions for the Account with a particular broker or dealer. Client understands and agrees that by directed D.A. Davidson to execute transactions with a particular broker or dealer, Client may incur additional fees or expenses.

For Non-Discretionary accounts, D.A. Davidson generally does not aggregate trades for the Client's Account with the same or similar trades for the Client accounts as it places orders for the Account promptly after receiving Client's authorization to do so. Because similar orders for Client and D.A. Davidson's other Clients will be placed and filled at different times, Client may buy or sell securities at prices that are different from the prices obtained by other Clients who received the same or similar advice from Client's D.A. Davidson Financial Advisor.

All Client transactions are subject to the constitution, rules, regulations, policies, procedures, customs and usages of the exchange or market and the clearing house, if any, where the transactions are executed by D.A. Davidson or its agents, including subsidiaries and affiliates. Where applicable, the transactions shall be subject (i) to the provisions of the Securities Exchange Act of 1934, as amended, and (ii) to the rules and regulations of the Securities and Exchange Commission ("SEC") and the Board of Governors of the Federal Reserve System. In no event will D.A. Davidson, its affiliates, or any Program manager be obligated to effect any transaction for Client which it believes would violate any applicable state or federal law, rule or regulation, or the regulations of any regulatory or self-regulatory organization.

(c) **Custody.** Each Program generally requires Clients to custody their account assets at D.A. Davidson. The custody services shall include holding securities in nominee or "street" name, crediting interest and dividends received on securities held in Client's Account and crediting principal on called or matured securities. "Street" name refers to securities and assets being registered in D.A. Davidson's name or in a name that D.A. Davidson designates, rather than in Client's name directly. Client may obtain information about D.A. Davidson by contacting a D.A. Davidson Financial Advisor or at

<https://dadavidson.com/>. D.A. Davidson's headquarters are located at 8 Third Street North, Great Falls, Montana 59401, and its main telephone number is 406-727-4200.

(d) **Reporting.** D.A. Davidson will provide Client with confirmations of all transactions initiated for the Account by D.A. Davidson as broker, unless Client opts not to receive confirmations; provided that Client may not opt out of receiving confirmations for Choice accounts. Similarly, if D.A. Davidson provides transaction execution services to Client, Client will receive a monthly statement when activity occurs during that month. A quarterly D.A. Davidson brokerage account statement is provided if there has been no intervening monthly activity. In addition, following the first full calendar quarter, in which this Agreement has been in effect, and quarterly thereafter, D.A. Davidson will provide Client with a quarterly report (the "Report") providing certain information concerning the Account. Client should carefully review the information included in the Report. Client's Financial Advisor will be able to review Account performance with Client.

Client will verify all D.A. Davidson statements, confirmations and Reports for any transaction or D.A. Davidson action with respect to the Account. Client will notify D.A. Davidson immediately of any discrepancy between Client's records and the statements, confirmations or Reports.

When preparing a Client's account statements and performance reports D.A. Davidson relies upon third parties, such as third party pricing services and custodians, when determining the value of account assets. D.A. Davidson does not conduct an in-depth review of valuation information provided by third party quotation services or custodians, and it does not verify or guarantee the accuracy of such information. The prices obtained by D.A. Davidson from the third party quotation services it uses may differ from prices that could be obtained from other sources. If a Client has assets held by a third party custodian the prices shown on a Client's account statements provided by the custodian may be different from the prices shown on statements and reports provided by D.A. Davidson due to the use of different valuation sources by the custodian and D.A. Davidson.

Section 1.3. Adding or Changing Programs or Accounts. After this Agreement is accepted by D.A. Davidson, Client will be able to open additional Program accounts by establishing a new IPQ for the applicable Program. In addition, Client may authorize certain changes to the Programs previously selected by written (including email) or verbal request made to Client's D.A. Davidson Financial Advisor. Verbal requests will, unless otherwise permitted in D.A. Davidson's sole discretion, but limited to: (i) a change to the Account's fee, when the fee is being decreased or (ii) if Client is in the MFP or Russell Programs,

certain changes to asset allocation or model may be permitted as more fully described in the applicable Program Supplement. Client hereby authorizes D.A. Davidson to accept Client's verbal authorization to make any such changes, to any of Client's Accounts.

In connection with any change authorized by Client verbally or in writing, Client will receive written documentation confirming the requested changes. It is Client's responsibility to carefully review such documentation upon receipt to ensure its accuracy. When Client adds or changes a Program, Client agrees to abide by the terms set forth in this Agreement, the Program Supplement, the IPQ, and other applicable Program or Account documents. ***Changes requested by Client may not become effective immediately as described in Article 7 of this Agreement. Please see Article 7 below.***

Section 1.4. Discretionary Authority and Trading Authorization. In Non-Discretionary Accounts Client retains complete trading authorization over assets and D.A. Davidson will only execute transactions for such Accounts pursuant to Client's instruction or authorization on a trade by trade basis.

If Client elects to participate in a Discretionary Program, Client authorizes D.A. Davidson to manage Client's Account in accordance with the terms of the Program selected by Client and grants to D.A. Davidson complete and unlimited trading authorization (within the terms and conditions of the applicable Program) and appoints D.A. Davidson as agent and attorney-in-fact with respect to Client's Accounts and all related trading and other decisions. The appointment provides D.A. Davidson the authority to buy, sell or otherwise trade securities or other investments for Client's Account without consulting Client. Orders for the purchase and sale of securities in Client's Account will generally be executed by D.A. Davidson, in its capacity as broker-dealer, unless Client has provided other instructions in writing to D.A. Davidson. Such trading authorizations, whether granted to D.A. Davidson or a third party investment manager, shall remain in full force and effect until terminated by Client or D.A. Davidson. This is a durable power-of-attorney and is not affected by Client's death.

Client may impose reasonable investment restrictions on the management of their accounts, which may direct D.A. Davidson to not purchase or liquidate certain securities in an account. This option however, is not intended to permit Client to direct the purchase of certain securities or types of securities. If the request for restrictions is deemed reasonable by D.A. Davidson and approved, D.A. Davidson or the Client's investment manager may select replacement securities as appropriate. Restrictions placed on an account may positively or negatively affect account performance, and may cause the account to perform differently than a like account with no restrictions. Restrictions cannot

by placed on pooled investment vehicles (i.e. mutual funds, exchange traded funds, etc.....).

Section 1.5 Tax Overlay Management – UMA Program. If Client has selected the UMA Program, tax overlay management services are available for the Account at the election of Client. Tax overlay management services may be elected by completing the Tax Management Form of the Overlay Manager (as defined in the Program Supplement) which shall be signed by the Client. If tax overlay management services are selected by Client and accepted by D.A. Davidson and the Overlay Manager, the Overlay Manager will develop a tax strategy based on the information and instructions provided by Client. Client acknowledges the tax strategy developed by Overlay Manager in provided solely in connection with Client's Account and that Overlay Manager does not provide general tax planning services. Client acknowledges that tax management services will be provided as follows:

- The Overlay Manager will seek to realize losses and defer gains to reduce the overall tax burden of the Account while seeking to limit deviation from investment allocations and the recommendations received from Sub-Managers.
- Tax management services are not designed to eliminate taxes in an Account.
- The Overlay Manager will seek to avoid short-term gains in an Account but will generally not seek to limit long-term gains.
- Client should consider seeking the advice of a tax advisor when selecting tax management services.
- Tax overlay management will likely not be effective if termination occurs before the completion of one full tax year.

Please refer to the description of tax overlay management in Part 2A of the Overlay Manager's Form ADV or other brochure produced by the Overlay Manager.

For Clients who participate in the UMA Program but do not elect or at any time remove tax overlay management services, Client understands that any securities used to open the Account or that are later deposited into the Account may ultimately be sold, thus creating a capital gain or loss depending on Client's cost basis in the securities. Client should consult with a tax advisor for advice on the tax ramifications of transactions.

ARTICLE 2. CLIENT REPRESENTATIONS AND INFORMATION

Section 2.1 Client Information. Concurrently with or prior to the execution and delivery of this Agreement or the opening of an additional Program Account,

Client shall provide to D.A. Davidson a completed IPQ for each Program Account. Client represents and warrants the information provided in the IPQ is true and correct in all material respects as of the date provided. In addition, Client is responsible for providing information reasonably requested to D.A. Davidson and any third party investment manager managing Client's Account to provide the services selected by Client. D.A. Davidson and third party investment managers will rely on this information when recommending and providing services to Client. Client acknowledges and understands the integrity and quality of the respective investment management services to be rendered by D.A. Davidson pursuant to this Agreement are dependent upon the accuracy of the data and information supplied by Client in the IPQ for D.A. Davidson's analysis and use in rendering services. D.A. Davidson is not under any affirmative duty to independently verify or audit any of such data or information.

On a timely basis, Client is responsible for informing D.A. Davidson of any material changes in the information provided in the IPQ or other changes in circumstances that may affect the manner in which Client's assets are invested. Any changes to the information furnished by Client will become effective as soon as practicable following their delivery in writing to, and their acceptance by D.A. Davidson. Neither D.A. Davidson nor any third party investment manager is responsible for any adverse consequence arising out of Client's failure to promptly inform D.A. Davidson or the third party investment manager of any such IPQ changes. D.A. Davidson maintains all Client information as confidential. *Client acknowledges that there is no assurance that any of the objectives set forth by Client in the IPQ will be achieved. Past performance is never predictive of future performance.*

Section 2.2 Client's Authority. Client hereby represents and warrants that it has full power, authority and capacity to execute and deliver this Agreement, and that this agreement constitutes a legal, valid and binding obligation of Client enforceable against Client in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally. Client further represent and warrants the terms of this Agreement do not violate any obligation by which Client is bound, whether arising by contracts, operation of law, or otherwise.

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by D.A. Davidson are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement.

The trustee or fiduciary shall provide D.A. Davidson with copies of the governing instruments or in lieu of the governing instruments a certification in form and substance satisfactory to D.A. Davidson, authorizing establishment of the Account. The trustee or fiduciary undertakes to advise D.A. Davidson of any material change in his or her authority or the propriety of maintaining the Account. Without limiting the foregoing, Client, acting as (i) the trustee of a revocable or irrevocable trust, (ii) a personal representative of an estate, (iii) a guardian conservator or committee for a person under a disability, or (iv) a custodian under the Uniform Transfer to Minors Act (UTMA) or Uniform Gifts to Minors Act ("UTMA"), understands that said representative of Client is a fiduciary and acknowledges a duty to use the services elected by the representative of Client for the benefit of the beneficiaries of the Account. The Client representative hereby represents that he or she has made an independent determination that the services are in the best interest of the Client or beneficiaries, are suitable and that the fees and expenses are appropriate.

If Client is a corporation, partnership or limited liability company, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate or partnership action. Client undertakes to advise D.A. Davidson of any event that might affect this authority or the propriety of this Agreement.

Section 2.3. D.A. Davidson's Disclosure Document. Client acknowledges receiving a copy of D.A. Davidson's Form ADV, Part 2A – the *Wrap Fee Program Brochure* and Part 2B – the *Brochure Supplement*, at no charge to the Client. See Article 14.1 regarding the electronic delivery of documents.

ARTICLE 3. FEES AND COMPENSATION

Section 3.1. General. The IPQ(s) or other exhibits accompanying this Agreement or otherwise transmitted to Client set forth the actual compensation Client will pay to D.A. Davidson for the Program(s) selected by Client. Each calendar quarter, or on some other frequency as may be agreed to by the Client, D.A. Davidson shall impose a quarterly investment advisory fee ("Account Fee") based on the market value of the assets in the Account on the last business day of the prior quarter ("Calculation Date"). The annual Account Fee is set forth on the IPQ or other accompanying exhibits to this Agreement. D.A. Davidson may negotiate certain fees with Clients, and the amount paid by Client under this Agreement may differ from what other Clients pay D.A. Davidson for similar services. The Account Fee is payable in advance, unless otherwise agreed to in writing by D.A. Davidson and Client, and includes D.A. Davidson's advisory fee, any third party advisory fee that may be associated with a particular program as reflected on the IPQ, brokerage commissions for Account transactions and

certain administrative fees, but does not include certain other fees and charges as described in Section 3.6 of this Agreement. The asset-based fee will be assessed against all of the assets in Client's Account.

If requested by Client and approved by D.A. Davidson, a Program fee may be determined based upon the aggregate market value of assets held in the Account together with such assets held in certain other advisory accounts held by Client or eligible members of a Client's household (this is referred to as a "householding option"). Any resulting increase in householded market value may make the Account eligible for a reduced rate. D.A. Davidson is not responsible for situations where an advisory account is unintentionally excluded from the fee calculation for purposes of this householding option.

The Account Fee is not based directly on the amount of transactions in a Client's account. Accordingly, if there is little or no trading activity in the Account, it is possible that a Client may pay more in advisory fees than Client would have in commission charges if the account was a brokerage account.

Section 3.2. Calculation of Account Fee. *The Account Fee is calculated by D.A. Davidson on the market value of the assets in the Account. For the purposes of computing fees payable to D.A. Davidson under this Agreement, the value of assets held in the Account will be determined in good faith by D.A. Davidson to reflect their fair market value.* If Client has assets held by a third party custodian, the prices shown on Client's Account statements provided by the custodian may be different from the prices shown on statements and reports provided by D.A. Davidson due to the use of different valuation sources by the custodian and D.A. Davidson. Depending upon the Program selected, eligible Clients, excluding IRA accounts, may use margin (borrowing money to buy securities). Whether Client maintains a balance in his or her margin account with D.A. Davidson has no bearing on the asset-based fees charged on Client's account. In other words, the margin balance (i.e., the outstanding amounts Client owes to D.A. Davidson) in any of Client's accounts will not be applied to reduce Client's billable account value in calculating the asset-based fees payable to D.A. Davidson. By electing to borrow against the Account, Client acknowledges receipt of the margin disclosure booklet and that Client will pay interest on the borrowings in addition to the Account Fee.

Section 3.3. Payment of Account Fee. Unless otherwise agreed to in writing by D.A. Davidson and Client, the fees shall be paid on a quarterly basis, in advance, in accordance with the terms indicated on the IPQ(s) or other exhibits accompanying this Agreement. The initial billing period shall begin on the Effective Date and will be assessed pro rata. Subsequent Account Fee payments are due and will become payable on the first business day of the then current

calendar quarter based upon the Account asset value on the last business day of the prior calendar quarter. Client instructs D.A. Davidson to debit the cash or money market fund balance in the Account, or another D.A. Davidson account as specified by Client, for payment of the Account Fee to D.A. Davidson. If the Account does not have sufficient cash or money market fund balances to pay the Account Fee, D.A. Davidson may liquidate sufficient assets in the Account to satisfy the debit balance with or without notice to Client.

Client may request to have the Account subject to direct billing, in which case Client is required to pay each bill within thirty (30) days after the date of the invoice. D.A. Davidson may automatically debit Client's Account for the fees and other charges in the event that D.A. Davidson does not receive payment from Client within thirty (30) days of the date of the invoice. D.A. Davidson may rescind a direct billing arrangement with Client at any time. D.A. Davidson may negotiate certain fees with Client, and the amount paid by Client under this Agreement may differ from the amount other Clients pay D.A. Davidson for similar services.

Section 3.4. Additions and Withdrawals. Client may make additions to the Account at any time. Additional assets received into the Account after it is opened may, in D.A. Davidson's sole discretion, be charged a pro rata Account Fee based upon the number of days remaining in the quarter. Client may withdraw Account assets from an Account at any time and Client acknowledges D.A. Davidson's right to terminate an Account that falls below the minimum account size. A pro rata refund of Account Fees charged shall be made if the Account is closed within a billing period. D.A. Davidson shall impose no start-up, closing or penalty fees in connection with the Account. Except as otherwise provided in this Section 3.4, no Account Fee adjustments will be made for withdrawals or for Account appreciation or depreciation during a quarter.

Section 3.5. Changes to Account Fee by D.A. Davidson. Client understands and agrees that the Account Fee shall continue until thirty (30) days after D.A. Davidson has notified Client in writing of any change in the Account Fee applicable to the Account. At such time, the new schedule for or amount of the Account Fee will become effective unless Client notifies D.A. Davidson in writing that the Account is to be closed. Notwithstanding the foregoing, D.A. Davidson may reduce the Account Fee at any time in its sole discretion and such change shall be effective as of such determination date. D.A. Davidson will promptly notify Client of such Account Fee reduction.

Section 3.6. Other Fee and Charges. The Account Fee includes D.A. Davidson's investment management services fee, transaction and, custodial and administrative costs. In addition to the Account Fee, Client may incur other fees and expenses. For

example, Individual Retirement Accounts ("IRAs") will incur an annual maintenance fee.

Client's Account may, from time-to-time, be invested in bank deposit accounts, money market funds, mutual funds, exchange traded funds and other registered investment companies, hedge funds, private investment partnerships, and other investment pools (including such funds and other products affiliated with D.A. Davidson). These types of funds have their own fees and expenses that are borne either directly or indirectly by their shareholders or unit holders, including Client. These fees and expenses may include investment management fees, transfer agency fees, networking fees, accounting fees, marketing support payments, administration fees, custody fees, shareholder servicing fees, expense reimbursements, and expenses associated with executing securities transactions for the fund's portfolio ("ongoing fund expenses"). These ongoing fund expenses are separate from, and in addition to, the Account Fee. As a result of making investments in these types of funds, Client should be aware that Client is paying multiple layers of fees and expenses on the amount of Client's assets so invested—the fees and expenses charged by the funds and the Account Fee. Client is also responsible for any redemption fees that a fund may impose on Client for frequent trading in the fund's securities. Client should review the prospectus and statement of additional information (or other applicable offering documents) for each fund in which Client invests for further information. Please see Section 6.2(g) for Accounts subject to Article 6. Please refer to D.A. Davidson's Form ADV, Part 2A for further information.

From time-to-time, third party money managers will execute securities transactions for clients' accounts through broker dealers other than D.A. Davidson. Such transactions executed away from D.A. Davidson are referred to as trading away or step out trading. Please see Section 3.7 below for additional details regarding the costs and advantages associated with trading away or step out trading. Client bears the costs of mark-ups, mark-downs, and spreads charged by other broker-dealers in connection with purchases and sales of certain securities (such as securities traded over-the-counter and fixed income securities, etc.) because such costs are inherently reflected in the price Client pays or receives for such securities.

Client is also responsible for fees and expenses resulting from certain odd-lot differentials, SEC and exchange fees, electronic fund and wire transfer fees, margin interest, transfer taxes, redemption fees that may be assessed on mutual fund shares, certain fees in connection with the establishment or administration or termination of retirement or profit sharing plans or trust accounting, financial planning service fees, or other costs or fees mandated by law or regulation. Please refer to Section 5.8, Principal Transactions, for other charges not included in the Account Fee. All such

fees and charges are assessed separately, they may be charged to the Account, and Client hereby authorizes D.A. Davidson to deduct them from the Account. The Account Fee does not include any compensation D.A. Davidson may receive as a result of the Bank Insured Deposit Program ("BIDP") and from mutual funds as described in Article 5 of this Agreement.

Certain Programs may permit use of options. For purposes of determining the asset-based fee on options, the absolute value of the current market price of the option will be used. Clients who use a custodian other than D.A. Davidson will pay the custodian's fees and expenses, if any, in addition to the Program fee outlined in the IPQ.

If Client is allowed to buy or sell an ineligible asset or place a restriction on certain assets in Client's Program Account, D.A. Davidson and Client may agree that such asset will not be included for purposes of determining the asset-based fee.

Clients who have Program Accounts may also have other accounts with D.A. Davidson under programs not described in this Brochure. Those accounts may be subject to fees, commissions or other expenses that are entirely separate from the payment of Program fees and expenses.

Section 3.7. Transactions Executed Away.

Trading away or "step outs" occurs when a third party money manager executes securities transactions for clients' accounts through broker-dealers other than D.A. Davidson. Money managers are required to seek best execution when placing trades for clients' accounts. In an effort to fulfill their best execution obligations some managers will, from time-to-time, direct order flow away from D.A. Davidson. In these instances, money managers believe that clients will benefit from step out trading advantages such as price improvement, increased liquidity and speed of execution. There are, however, costs associated with trading away. These costs are embedded within the execution of the trade and, therefore, only affect Client account indirectly. D.A. Davidson has no involvement in a money manager's decision to engage in step out trading nor does it receive any compensation for trades executed away and the fees Client pays for the management of assets does not change as a result of these types of transactions.

ARTICLE 4. D.A. DAVIDSON'S REPRESENTATIONS AND WARRANTIES

D.A. Davidson represents and warrants that it is a duly registered investment adviser under the Investment Advisers Act of 1940, as amended, and is authorized and empowered to enter into this Agreement.

ARTICLE 5. IMPORTANT DISCLOSURES; CONFLICTS OF INTEREST

Section 5.1. Mutual Fund Payments to D.A. Davidson. A. Davidson and its affiliates may receive monies from mutual funds and their affiliates in connection with shares issued by these funds, including money market funds, and held in Client's Account. Monies related to shares issued by mutual funds and other investment companies, which may be paid to D.A. Davidson, may be borne directly or indirectly by Client as an investor in the fund and are in addition to the Account Fee paid pursuant to this Agreement. From mutual funds and money market funds, D.A. Davidson may receive 12b-1 fees, reimbursement for providing the mutual fund with sub-accounting and other related administrative services including monies received for holding shares on an Omnibus basis, and reimbursement for education and training seminars sponsored by the mutual fund. D.A. Davidson passes all 12b-1 fees in all accounts back through to the Client. D.A. Davidson retains the reimbursement for sub-accounting, Omnibus and administrative services, and for any sponsorship of education and training seminars conducted by D.A. Davidson. Client should refer to the related prospectus or other documents for information on fees and charges relating to ownership of mutual fund or other investment company shares. Please see Section 6.2(g) for Accounts subject to Article 6. Please also refer to D.A. Davidson's Form ADV, Part 2A for further information.

Section 5.2. Services to Other Clients. D.A. Davidson, its employees and affiliates may effect securities transactions in theirs and their Clients' accounts in the same securities that D.A. Davidson recommends to or purchases for Client. They may manage other Client accounts in a different manner than that in which Client's Account is managed. They may offer to other parties research, advisory, brokerage and investment services that differ from those provided to Client. It is understood that D.A. Davidson shall not have any obligation to purchase or sell, or to recommend for purchase or sale for the Account any security which D.A. Davidson or its affiliates may purchase or sell for its or their own accounts or for the account of any other Client, if in the opinion of D.A. Davidson, such transaction or investment appears unsuitable, impractical or undesirable for the Account.

Section 5.3. Non-Public Information; Restrictions on Trading. Client acknowledges that in the course of D.A. Davidson's investment banking or other activities, D.A. Davidson and its affiliates, from time-to-time, acquire confidential or material, non-public information, that as a result of fiduciary obligations to others they may not divulge to or for the benefit of the Client, or take any action in regard to the Account based on such information. Client acknowledges that possession of such information

could compel D.A. Davidson to forego trading in the securities of certain companies.

Section 5.4. Taxes. Client understands that any securities used to open the Account or that are later deposited into the Account may ultimately be sold, thus creating a capital gain or loss depending on Client's cost basis in the securities. Client should consult with his/her or its tax advisor for advice on the tax ramifications of transactions.

Section 5.5. Confidential Relationship. All information and advice furnished by either party to the other pursuant to this Agreement, including their respective sub-advisers, agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or in the servicing of the Accounts. D.A. Davidson may share such information with affiliates, sub-advisers and agents subject to the same condition of confidentiality.

Section 5.6. D.A. Davidson BIDP Compensation. Except as otherwise described in this Agreement or the Brokerage Agreement, D.A. Davidson will receive compensation relating to Client's cash, which is deposited into an account pursuant to the BIDP. Please refer to the D.A. Davidson Brokerage Account Agreement signed by Client for a description of the terms and conditions of the BIDP.

Section 5.7. Recent Purchases of Mutual Fund Shares Outside this Agreement. If Client recently purchased shares outside of this Agreement that were subject to a front-end sales charge and subsequently transfers those shares to the Account, Client will be subject to the Account Fee in addition to the sales charge, which may adversely affect Client's rate of return.

Section 5.8. Principal Transactions. Client understands that so long as the account is not deemed to be an ERISA (defined as Plan Assets pursuant to in Section 6) or IRA account, D.A. Davidson may from time-to-time, seek to effect transactions on behalf of Client (e.g., selling a security to, or purchasing a security from Client) while acting as principal for its own account (a "Principal Transaction"). In addition to the Account Fee D.A. Davidson may also benefit from the transaction by receiving a mark-up or mark-down, underwriting fee or selling concession, as well as other incentives to execute transactions directly from D.A. Davidson's inventory. This will result in D.A. Davidson realizing customary dealer profits or losses on the trades, and as a result, may present a potential conflict of interest. Client understands that prior to execution of any such Principal Transaction, D.A. Davidson will obtain Client's consent to said transaction including all material terms thereof. Notwithstanding this conflict of interest, D.A. Davidson will at all times act in the best interest of Client, including but not limited to, obtaining best execution on all transactions.

Section 5.9. D.A. Davidson's Financial Industry Activities and Affiliations. D.A. Davidson is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as an investment adviser under the Advisers Act. D.A. Davidson is engaged in a broad range of activities including: individual and institutional brokerage transactions; origination of, and participation in, underwritings of corporate and municipal securities; market making and trading activities in corporate securities and municipal and governmental bonds; distribution of mutual fund shares; asset management services; financial advisory services in connection with mergers and acquisitions and other corporate transactions; research services; and management of private equity funds. Please refer to the section titled "Other Financial Industry Activities and Affiliations" in Item 9 of Part 2A Appendix 1 of Form ADV Wrap Fee Brochure for additional information. A copy may be found at <http://www.dadavidson.com/> at the bottom of the page by clicking the Important Disclosures link.

Except for ERISA and IRA accounts, D.A. Davidson may also act as principal in selling securities to Client's Account during offerings underwritten by Davidson. In each such instance, D.A. Davidson will provide certain disclosures about the transaction and obtain Client's prior consent to the trade.

ARTICLE 6. PROVISIONS APPLICABLE TO ACCOUNTS CONSTITUTING PLAN ASSETS

Notwithstanding anything herein to the contrary, if the assets of the Account constitute "plan assets" within the meaning of Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ("Plan Assets"), the provisions of this Article 6 shall apply. For purposes of this Article 6, any reference herein to "Client" shall mean the authorizing fiduciary entering into this Agreement for and on behalf of the plan whose assets are held in the Account ("Plan").

Section 6.1. D.A. Davidson's Acknowledgements and Representations.

(a) D.A. Davidson acknowledges it is a "fiduciary" and accepts its appointment as an "investment manager" (as such terms are defined under Sections 3(21) and 3(38), respectively, of ERISA) with respect to the Plan.

(b) D.A. Davidson agrees to perform its duties hereunder with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity and familiar with such manners would use in the conduct of an enterprise of a like character and with like aims. D.A. Davidson further agrees that it shall discharge its duties hereunder with respect to the Account solely in the interest of, and for the exclusive purpose of

providing benefits for, the Plan and its participants and beneficiaries.

(c) D.A. Davidson represents that it qualifies as a "qualified professional asset manager" (a "QPAM") within the meaning of Department of Labor Prohibited Transaction Class Exemption 84-14 with respect to the Account. D.A. Davidson agrees to use its reasonable efforts to retain its status as a QPAM.

Section 6.2. Client's Acknowledgements and Representations.

(a) Client represents and warrants it is a "named fiduciary" (as that term is defined in Section 402(a)(2) of ERISA) of the Plan and is authorized to enter into this Agreement and to appoint D.A. Davidson as investment manager with respect to the Account in accordance with the terms hereof.

(b) Client has duly appointed D.A. Davidson as investment manager, pursuant to the Plan and its trust agreement (and will deliver notice thereof to the trustee of the Plan), and in compliance with Section 402(c)(3) of ERISA, has delegated to D.A. Davidson the authority to manage (including the power to acquire and dispose of) the assets allocated by Client to the Account from time- to-time.

(c) Client represents and warrants it has furnished to D.A. Davidson true and complete copies of all documents establishing and governing the Plan and evidencing Client's authority to retain D.A. Davidson to manage the Account on behalf of the Plan. Client will furnish promptly to D.A. Davidson any amendment to the Plan and acknowledges that if an amendment affects the rights or obligations of D.A. Davidson, such amendment will be binding on D.A. Davidson only when agreed to by D.A. Davidson in writing.

(d) Client represents and warrants that it is independent of D.A. Davidson.

(e) Client will advise D.A. Davidson of the investment objectives of the Account, of any investment restrictions applicable to the Account, and of any changes or modifications thereto. Unless Client otherwise advises D.A. Davidson in writing, Client represents and warrants the Account is only a part of the Plan's assets and acknowledges that D.A. Davidson is not responsible for overall compliance of such investments with the requirements of ERISA or any other governing law or documents. Without limiting the generality of the foregoing, if the Account does not constitute all of the assets of the Plan or its trust, D.A. Davidson cannot be and is not responsible for diversifying all of the investments of the Plan or its trust. Client agrees that in such circumstances the only responsibility which D.A. Davidson shall have with respect to diversification shall be to diversify the assets held in the Account within the purposes for which D.A. Davidson was appointed and, to the extent consistent

with the investment objectives and restrictions for the Account, without regard to or consideration of any other assets of the Plan.

(f) Unless the parties otherwise agree in writing, the Client hereby appoints D.A. Davidson to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account in accordance with D.A. Davidson's Proxy Voting Policy, which is available for viewing on D.A. Davidson Companies' website. Client may, at any time, request information from D.A. Davidson as to how D.A. Davidson voted on a particular proxy and D.A. Davidson shall be obligated to respond to any such request by the Client within a reasonable period of time. If Client is subject to ERISA and Client retains proxy voting authority, Client hereby represents that the investment manager is not appointed to vote proxies for the Plan assets under management. Client also represents that the Plan documents reserve proxy voting authority to Plan trustee absent specific delegation to the investment manager.

(g) With respect to 12b-1 or other fees received by D.A. Davidson as described in Section 5.1 above, the Client acknowledges and consents to payment by mutual funds and other investment companies of those fees to D.A. Davidson; provided, however, that 12b-1 fees paid to D.A. Davidson with respect to Accounts subject to this Article 6 will be credited to such Accounts. Please refer to D.A. Davidson's Form ADV, Part 2A for further information.

(h) Client hereby authorizes D.A. Davidson, pursuant to Department of Labor Prohibited Transaction Class Exemption 86-128 (or any future enabling exemption) ("PTE 86-128") to execute as many or all of the transactions for the Account with or through itself or any of its affiliates, as D.A. Davidson in its sole discretion shall determine, and may execute transactions in which Davidson, its affiliates and/or their respective personnel have interests. The Client hereby acknowledges receipt from D.A. Davidson of sufficient information to determine whether to grant such authorization. In all such dealings, D.A. Davidson and its affiliates, as and to the extent permitted from time-to-time under PTE 86-128, shall be authorized and entitled to retain any commissions, remuneration or profits which may be made in such transactions and, except as therein provided, shall not be liable to account for the same to the Plan or the Client, and the fees payable by Client to D.A. Davidson shall not be abated thereby. Furthermore, the Client acknowledges (a) this authorization is made in accordance with the requirements of PTE 86-128; (b) it is independent of and not affiliated with D.A. Davidson; (c) this authorization is terminable at will without penalty upon written notice to D.A. Davidson on a form provided to the Client; and (d) the Client has received and read the description of D.A. Davidson's brokerage placement practices as set forth in the Brochure and any other

reasonably available information regarding brokerage that the Client has requested. This authorization shall continue until terminated as described in Section 7.2.

(i) Client agrees to maintain, during the term of this Agreement, a fidelity bond that meets the requirements of Section 412 of ERISA and applicable regulations thereunder that includes among those covered D.A. Davidson and its employees.

(j) Client agrees to deliver to D.A. Davidson all of the information that D.A. Davidson may reasonably request in order that it may avoid violations of the prohibited transaction provisions of ERISA and the Internal Revenue Code of 1986, as amended and will promptly notify D.A. Davidson, in writing, of any change in the information so furnished.

ARTICLE 7. EFFECTIVENESS OF AGREEMENT (TERM) AND TERMINATION

Section 7.1. Effectiveness of Agreement; Term. Once Client has signed and delivered this Agreement to D.A. Davidson, this Agreement is subject to review and acceptance by D.A. Davidson. **This Agreement will become effective when it is accepted by D.A. Davidson. Client understands and agrees that this Agreement will not become effective, and D.A. Davidson will not provide any advisory services selected by Client, until such time that D.A. Davidson has accepted this Agreement.** D.A. Davidson may delay acceptance of this Agreement and the provision of advisory services to Client Account(s) for various reasons, including deficiencies in Client's paperwork. Once it has become effective, this Agreement shall continue until it is terminated by Client or D.A. Davidson in accordance with the terms described in this Agreement.

Likewise, Client's verbal or written authorization to add or make changes to an Account pursuant to Section 1.3 of this Agreement will not become effective until such time that such change has been accepted by D.A. Davidson. Following any such changes, D.A. Davidson will deliver to Client the applicable IPQ(s), and/or Change Form(s), together with any other applicable Agreement- or Brochure- related documents.

Section 7.2. Termination. This Agreement may be terminated by either party upon 10 (ten) business days written notice without penalty or will terminate automatically upon notification to D.A. Davidson of Client's death; provided, however that in the case of joint accounts, the death of only one of the account holders will not automatically terminate the Agreement. Upon termination, Client shall have the exclusive responsibility to monitor the securities in the Account, and D.A. Davidson shall have no further obligation to act or advise with respect to those assets. If Client terminates this Agreement within five (5) business days

of its signing, Client shall receive a full refund of all fees and expenses, otherwise, any prepaid fees shall be prorated and the unused portion shall be returned to Client. Notwithstanding any other provision of this Agreement, D.A. Davidson may immediately terminate or suspend its services for the Account (or for any portion of the Account) without notice to Client, including without limitation, where Client has breached the terms of this Agreement, the Client has not provided certain information requested by D.A. Davidson, or in the event D.A. Davidson believes for any reason that the Client, Account or Agreement is currently violating or may violate any applicable law or regulation or D.A. Davidson is otherwise requested by a regulator to close or suspend the Account.

Section 7.3. Continuation of Obligations in the Event of Termination. Client acknowledges that termination effected pursuant to this Article 7 shall not affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. Upon any such termination or withdrawal D.A. Davidson is under no obligation whatsoever to recommend any action with regard to, or to liquidate funds in the Account. D.A. Davidson retains the right to complete any transactions open at the time of any termination or withdrawal and to retain amounts in the Account sufficient to effect such completion and to satisfy any amounts owing by Client to D.A. Davidson under this Agreement however and whenever arising. Upon termination of this Agreement, it is Client's exclusive responsibility to instruct D.A. Davidson regarding the disposition of cash and securities in the Account. If, in the event of Client's death, D.A. Davidson acts in good faith pursuant to the grant of discretion, as applicable, provided by Client under this Agreement without actual knowledge of Client's death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on Client's successors in interest.

Section 7.4. Effect of Termination; Conversion of Account to a Brokerage Account. Upon the termination of this agreement with respect to an Account, Client's Account shall be converted to and designated as a brokerage account. This Agreement will no longer apply to such Account and the terms and conditions of Client's Brokerage Account Agreement will govern such Account. D.A. Davidson and, if relevant, any investment manager selected by D.A. Davidson to manage such Account, shall be under no obligation to recommend any action with regard to, or to liquidate the securities or other investments in such Account. Upon termination, it is Client's exclusive responsibility to issue instructions regarding any assets in Client's Account. Client acknowledges that Client may incur additional expenses and liabilities, including tax related liabilities, as a result of termination of this agreement.

ARTICLE 8. PROXY VOTING AND LEGAL MATTERS

Section 8.1. Non-Discretionary Accounts. Client retains the right to vote proxies with respect to the securities held in Client's Non-Discretionary Programs Account(s). Accordingly, Client is responsible for voting proxies and otherwise addressing all matters submitted for consideration by security holders, and D.A. Davidson is under no obligation to take any action or render any advice regarding such matters.

Section 8.2. Discretionary Accounts. Unless the parties otherwise agree in writing, the Client hereby appoints D.A. Davidson to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account in accordance with D.A. Davidson's Proxy Voting Policy, which is available for viewing on the company website. Client has the right at any time upon written notice to Client's D.A. Davidson Financial Advisor to revoke the delegation of proxy voting authority to D.A. Davidson.

If D.A. Davidson votes Client's proxies, D.A. Davidson, at Client's request, will provide a report to Client, and if applicable, to Client's trustees, at least annually, detailing how Client's proxies have been voted. Clients may, at any time, request information from D.A. Davidson as to how it voted on a particular proxy, and D.A. Davidson shall be obligated to respond to any such request by the Client within a reasonable period of time.

If Client elects to vote Client's proxies, or in the event that Client elects to have another investment manager or other third party vote the proxies, D.A. Davidson will only be solely responsible for forwarding those proxies it actually receives. If Client elects to have D.A. Davidson vote the proxies for Client, D.A. Davidson is responsible for voting those proxies it receives and shall have no liability for failure to vote a proxy on Client's behalf in the event that D.A. Davidson does not receive such proxy.

In SAM accounts, the SAM Manager, or D.A. Davidson if the SAM Manager does not agree with D.A. Davidson, will vote proxies for the Account. In SAM model accounts, D.A. Davidson shall vote proxies for the Account.

In UMA accounts, the Overlay Manager will vote proxies for the Account, unless the Client requests in writing that it reserves the right to vote proxies. Neither D.A. Davidson, any SAM Manager, nor any Overlay Manager is obligated to render advice or take action on Client's behalf with respect to securities that are or were held in Client's Account(s), or the issuers thereof, which go into default or become the subject of legal proceedings such as class action claims, defaults or bankruptcies.

ARTICLE 9. LIABILITY

Client acknowledges and agrees that D.A. Davidson does not in any way guarantee Client's Account(s) against any loss or decline in value, nor does it make any representations to commitments whatsoever as to the performance, yield or return of Client's Account(s). Except for negligence or malfeasance, or violation of applicable law, neither D.A. Davidson, its officers, directors or employees, nor its affiliates and their directors, officers or employees will be liable hereunder for any action performed or omitted to be performed or for any errors of judgement in managing, making investment recommendations for or selecting third party managers for Client's Account(s). The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal securities laws. D.A. Davidson is not liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspensions of trading, acts of war, terrorism, strikes, power outages, or other conditions beyond D.A. Davidson's reasonable control.

ARTICLE 10. ASSIGNMENT

This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. Client may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) his or her rights or delegate his or her obligations under this Agreement, in whole or in part, without the prior written consent of D.A. Davidson. D.A. Davidson may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without Client's consent.

ARTICLE 11. GOVERNING LAW

To the extent that state law is not preempted by the provisions of any law of the United States of America, this Agreement shall be administered, construed and enforced in accordance with the laws of the State of Montana, without giving effect to its choice of law or conflict of laws principles.

ARTICLE 12. NOTICES

Notice and communications required by this Agreement must be in writing, and sent by Client to D.A. Davidson at c/o Managed Assets, 8 Third Street North, Great Falls, Montana 59401, or if from D.A. Davidson to Client, to such address as Client specifies in the brokerage and custodial agreement, or such other address as Client may designate in writing from time-to-time.

ARTICLE 13. ARBITRATION AGREEMENT

Client understands that THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST TWENTY (20) DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

CLIENT AGREES THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO (A) CLIENT'S RELATIONSHIP WITH D.A. DAVIDSON, OR (B) THIS AGREEMENT OR ANY OTHER AGREEMENT CLIENT HAS ENTERED INTO WITH D. A. DAVIDSON OR ANY ALLEGED BREACH OF ANY SUCH

AGREEMENT, OR (C) ANY INVESTMENT BY CLIENT UNDER THIS OR ANY OTHER AGREEMENT OR MADE WITH, BY OR THROUGH D.A. DAVIDSON, OR (D) ANY TRANSACTION OF ANY KIND EXECUTED BY, THROUGH, OR WITH D.A. DAVIDSON, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR AFFILIATES, SHALL BE SETTLED BY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND IN ACCORDANCE WITH THE RULES, THEN IN EFFECT, OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC. NOTICE PRELIMINARY TO, IN CONJUNCTION WITH OR INCIDENT TO ARBITRATION, MAY BE SENT TO CLIENT BY MAIL AND PERSONAL SERVICE IS HEREBY WAIVED. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATORS 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 A 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 REQUEST FOR CLASS CERTIFICATION IS DENIED; OR (ii) THE CLASS IS DECERTIFIED; OR (iii) THE PERSON 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.

THIS ARBITRATION CLAUSE DOES NOT CONSTITUTE A WAIVER OF ANY RIGHT PROVIDED BY THE INVESTMENT ADVISERS ACT OF 1940 INCLUDING THE RIGHT TO SELECT THE FORUM, WHETHER ARBITRATION OR ADJUDICATION, IN WHICH TO SEEK RESOLUTION OF DISPUTES.

ARTICLE 14. MISCELLANEOUS

Section 14.1. Client Consent to Electronic Delivery. Client consents to the electronic delivery of the following documents that D.A. Davidson may deliver to Client; provided, that if D.A. Davidson is not providing such electronic delivery services for any such documents, the documents will be delivered by mail: D.A. Davidson's Form ADV Part 2A Brochure(s) applicable to the Programs selected by Client, D.A. Davidson's Form ADV Part 2B Brochure supplements(s) applicable to the persons providing investment advice to Clients, if applicable, Form ADV Part 2A brochures and Part 2B Brochure supplements for any third party investment advisers or managers responsible for managing all or a portion of the assets in Client's Accounts, privacy notices, this Agreement,

Program Supplement(s), IPQs, Account statements, performance reports, prospectuses for mutual funds, exchange-traded funds and other securities in which Client invests, shareholder reports, proxy materials and any other information D.A. Davidson may deliver from time-to-time. Please note that certain documents may continue to be delivered to you in paper form despite your consent to electronic delivery. ***The term of this consent to electronic delivery is indefinite and may be revoked at any time by Client by notifying Client's Financial Advisor.*** D.A. Davidson may deliver documents electronically in a number of ways, including: (a) delivery via e-mail with an active link to the document or with the document attached in portable document format (.pdf) or other readable format; or (b) on D.A. Davidson Online at <http://www.dadavidson.com/> or another Internet site designated by D.A. Davidson, provided that D.A. Davidson will notify Client when Client should visit the website to view the document.

Section 14.2. Cost Basis Accounting Method. Pursuant to Federal law, D.A. Davidson is required to report annually to the Internal Revenue Service ("IRS") on Form 1099-B Client's adjusted cost basis in certain securities sold or transferred by Client after January 1, 2011 and whether the holding period for such securities was short-term or long-term. Client understands and acknowledges that the selection of a cost basis accounting method (such as first-in-first-out ("FIFO"), highest-in-first-out ("HIFO") or specific tax lot selection) may have a significant impact on Client's potential tax liability as reported by D.A. Davidson to the IRS with respect to partial sales or transfers of a particular security. Client hereby directs D.A. Davidson, on a standing order basis, to use the FIFO cost basis accounting method for each partial sale transaction and non-trade transaction (e.g., a partial tender or call of a particular security or a transfer or gift of a partial position in a particular security), made in Client's Account. Accordingly, D.A. Davidson will rely on these directions when reporting Client's transactions to the IRS.

Notwithstanding Client's standing order directions described above, Client may change the cost basis accounting methods to be used and reported for transactions in Client's Account at any time by contacting Client's D.A. Davidson Financial Advisor, whether such change is on a per-transaction or a standing order basis. Please note that any change to Client's cost basis method will not be effective for a particular transaction unless made prior to completion of the transaction.

Section 14.3. Entire Agreement; Amendments; No Waiver. This Agreement, including IPQs and Exhibits hereto shall constitute the entire agreement between the parties. D.A. Davidson shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days

after D.A. Davidson has notified Client in writing, or such later date as is established by D.A. Davidson. Such notice may include a written or electronic communication to Client's address on file at D.A. Davidson or the posting of any amendment or modification to this Agreement on D.A. Davidson's website at <http://www.dadavidson.com/>. D.A. Davidson's failure to insist at any time upon strict compliance with any item of this Agreement, or any delay or failure on D.A. Davidson's part to exercise any power or right given to it in this Agreement, or a continued course of conduct on D.A. Davidson's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise. All rights and remedies given to D.A. Davidson in this Agreement are cumulative and not exclusive of any other rights or remedies which it otherwise has.

Section 14.4. Severability. If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of the Agreement shall be deemed to be severable.

Section 14.5. Headings. The headings used in this Agreement are for reference only and shall not in any way affect the interpretation of this Agreement.

Section 14.6. Counterparts. This Agreement may be executed in counterparts and shall be binding on the parties as if executed in one document.

Section 14.7. Withholding Taxes. Client acknowledges that D.A. Davidson may withhold any tax to the extent required by law, and may remit such tax to the appropriate governmental authority.

Section 14.8. Effective Forms. Delivery of a signature to this Agreement by facsimile, e-mail, or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SIGNATURE PAGE

Client agrees by signing below to the terms and conditions of this Single Advisory Agreement, the Program Supplement, the fee rates, and other information that is shown on each applicable IPQ attached hereto or that is otherwise provided to Client by D.A. Davidson. Further, by signing below, Client understands and agrees that Client's signature is effective for all advisory Accounts that Client may establish with D.A. Davidson in the future for which the Client is the owner or authorized representative, and that Client may provide verbal or written authorization to D.A. Davidson to add an advisory Account or make changes to an existing Account pursuant to Section 1.3 of this Agreement without having to sign an additional Single Advisory Agreement. To the extent Client makes any such additions or changes, Client agrees to be bound by the Single Advisory Agreement and Program Supplement then in effect, and the fee rates and other information shown in the applicable IPQs and/or Change Forms that are sent to Client. **CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN ARTICLE 13.**

Client Signatures (All Account Owners Must Sign):

X  _____ Christina McCann _____ X 6/26/18 ✓
 Client Signature Print Client Name Date

X  _____ Steve Burke _____ X 6/26/18 ✓
 Client Signature Print Client Name Date

X _____ X _____
 Client Signature Print Client Name Date

X _____ X _____
 Client Signature Print Client Name Date

D.A. Davidson & Co.:

 Financial Advisor Signature Print FA Name Date

 Advisory Supervisory Manager Signature Print ASM Name Date

Accepted and Approved by Managed Assets:

 Signature Print Name Date



D|A|DAVIDSON

D.A. Davidson & Co. member SIPC

SINGLE ADVISORY AGREEMENT

SCHEDULE A: PROGRAM SUPPLEMENT

The particular investment advisory services, including any unique provisions or terms and conditions of a particular Program, that D.A. Davidson provides in connection with each Program are further described in D.A. Davidson's Form ADV, Part 2A Brochure.

Discretionary Programs

MANAGED FUNDS PORTFOLIOS ("MFP").

The MFP Program offers Clients discretionary investment management based on propriety strategic asset allocation models developed by D.A. Davidson and third party Model Providers ("Model Providers"), one of which is Davidson Investment Advisors, Inc., an affiliated company ("DIA"). The Model Providers develop asset allocation models and make investment selection decisions which are then implemented by D.A. Davidson. The models vary in their exposure to different asset classes (such as equities, fixed income and alternative investments), as well as different styles (such as growth, core, and value), paired together to achieve diversification that seeks to meet a variety of investment objectives. The models use mutual funds and/or exchange traded funds ("ETFs") and/or exchange traded notes ("ETNs") of various investment companies to gain these exposures.

With the professional advice and guidance of a D.A. Davidson Financial Advisor, the Client will select an MFP model that is appropriate for the investment circumstances set forth in the IPQ. The D.A. Davidson Financial Advisor will often provide the Client with an investment proposal or strategy sheet that identifies the specific portfolio model recommended to Client and details the underlying mutual funds, ETFs and where applicable, ETN investments as well as the overall asset and style allocation of the model.

Since the MFP program models are discretionary in nature, D.A. Davidson and Model Providers construct the model portfolios and will from time-to-time and without notice or approval from Client adjust the asset allocations of the MFP models. D.A. Davidson and Model Providers also determine the specific mutual funds, ETFs and ETNs that comprise the models and D.A. Davidson in its sole discretion will from time-to-time adjust the percentages allocated to those investments and/or will hire or fire a manager as it deems appropriate. D.A. Davidson currently offers the following model portfolio series through its MFP

Program, each of which is designed to meet a particular investment goal: Access, Classic, Focus, Index-Based, Socially Aware, and Elite models. The Access models consist of the following model iterations: regular Access, Access Vanguard, Access Russell Investments, and Access Davidson Investment Advisors Tactical. The Elite models consist of the following model iterations: regular Elite, Elite Tax-Aware, Elite Manager Core, Elite Index-Based, and Elite Multi-Strategy.

The MFP program includes periodic rebalancing of the Client's portfolio to maintain the desired asset allocation.

A Client may change his or her investment objective by moving **one objective up** or **one objective down** in the **same** model strategy upon verbal notification to Client's Financial Advisor (e.g. Elite Balanced to Elite Capital Appreciation or Classic Balanced to Classic Conservative Balanced). Please contact your Financial Advisor for more information.

RUSSELL MODEL STRATEGIES ("RMS").

The RMS Program offers Clients discretionary investment management based on strategic asset allocation models developed by Russell Investments. The models vary in their exposure to different asset classes (such as equities, fixed income, real assets and alternative investments), as well as different styles (such as growth, core, and value), paired together to achieve diversification that seeks to meet a variety of investment objectives. The models use mutual funds in the Russell Funds family to gain these exposures.

With the professional advice and guidance of a D.A. Davidson Financial Advisor, the Client will select an RMS model that is appropriate for the investment circumstances set forth in the IPQ. The D.A. Davidson Financial Advisor may provide Client with an investment proposal or strategy sheet that identifies the specific portfolio model recommended to Client and details the underlying mutual fund investments as well as the overall asset and style allocation of the model.

Since the RMS program models are discretionary in nature, Russell constructs the model portfolios and will from time-to-time and without notice or approval from Client instruct D.A. Davidson to adjust the asset allocations of the RMS models. Russell also determines the specific Russell mutual funds that comprise the models and in its sole discretion will from time-to-time instruct D.A. Davidson to adjust the percentages allocated to those investments and/or will add or remove a fund as it deems appropriate. D.A. Davidson retains discretion over the implementation of

instructions by Russell, and may implement differently than those proposed by Russell.

D.A. Davidson offers the following Russell model strategies, each designed to meet a particular investment goal: Core, Tax-Managed, and Hybrid models. The RMS program includes periodic rebalancing of the Client's portfolio to maintain the desired asset allocation.

A Client may change his or her investment objective by moving one objective up or one objective down in the same model strategy upon verbal notification to Client's Financial Advisor (e.g. RMS Core Moderate to Core Balanced or Tax Managed Moderate to Tax Managed Conservative). Please contact your Financial Advisor for more information.

SEPARATE ACCOUNT MANAGEMENT

("SAM"). The SAM Program offers Clients discretionary investment management services from selected third-party or affiliated investment managers. Based on information in the Client's IPQ, a Davidson Financial Advisor presents the Client with one or more appropriate investment strategies from a list of pre-screened investment advisers, with which D.A. Davidson has contracted as either sub-advisers ("SAM Managers") or model providers ("Model Providers"). Client will automatically enter into either a SAM Manager or Model Provider arrangement depending on the investment manager and accompanying strategy selected by the Client for the account.

The Client grants D.A. Davidson investment discretion in these accounts. D.A. Davidson delegates that discretion to the selected sub-adviser in the case of SAM Manager accounts or retains discretion in the case of Model Provider accounts. If Client selects a SAM Manager strategy, the SAM Manager actively manages Client's portfolio in conformance with the investment objectives from Client's IPQ. If Client selects a Model Provider strategy, D.A. Davidson will use the investment model provided by Model Provider to manage Client's portfolio in conformance with the investment objectives from Client's IPQ. In both arrangements, D.A. Davidson has no influence over the investment managers' investment decisions or security selection. D.A. Davidson or an affiliate may act as a SAM Manager or Model Provider.

D.A. Davidson determines the investment managers available for participation in the SAM program through varying degrees of initial and ongoing due diligence. D.A. Davidson has sole discretion to terminate a manager from the program, in which case the Client will be notified. The investment managers offered may have varying investment objectives, styles, and strategies and they may also employ varying types of securities to achieve those objectives. In addition, an investment manager's strategy may change in response to market conditions. If the Client decides to participate in the SAM Program, Client will receive a

copy of each investment manager's Brochure which describes in detail the manager's strategy. A copy of the manager's Brochure is also available upon request.

If the Client informs D.A. Davidson of any material changes to the information in the IPQ, in the case of SAM Manager accounts, D.A. Davidson will provide that information to the SAM Manager on Client's behalf. In the case of a Model Provider account, D.A. Davidson will evaluate and make changes where appropriate.

UNIFIED MANAGED ACCOUNT ("UMA").

The UMA Program offers Clients discretionary investment management in which multiple types of investment vehicles may be combined in a single account. A UMA account may consist of model portfolios provided by third-party investment advisers ("Sub-Managers"), and/or may include mutual funds and/or exchange traded funds ("ETFs") and/or exchange traded notes ("ETNs") representing different investment objectives, styles and strategies.

D.A. Davidson has engaged an overlay portfolio manager, ("Overlay Manager") to maintain the UMA platform and manage Clients' accounts. The Client enters into a Single Advisory Agreement with D.A. Davidson for the provision of advisory, custody, brokerage and administrative services. The Client grants Davidson investment discretion in these accounts. D.A. Davidson delegates that discretion to the Overlay Manager.

Based on information in the Client's IPQ, a D.A. Davidson Financial Advisor presents the Client with one or more appropriate investment strategies from the list of pre-screened investment options. Client must approve in writing the initial investment selections and subsequent changes to the strategies employed for their account. Where a portion of the Client's UMA portfolio is allocated to Sub-Managers, the Overlay Manager will seek to manage the Client's account in a manner consistent with the recommendations provided by the Sub-Manager. However, the Overlay Manager may deviate, in its discretion, from such recommendations. D.A. Davidson does not have influence over the Sub-Managers' investment decisions or security selection. D.A. Davidson, in its role as program sponsor, determines the Sub-Managers, mutual funds, ETFs, and ETNs available in the UMA Program, through varying degrees of initial and ongoing due diligence. Davidson has sole discretion to terminate and replace a Sub-Manager, in which case the Client will be notified, or remove a mutual fund, ETF or ETN from the list of available investment options. If the Client decides to participate in the UMA Program Client will receive a copy of the Overlay Manager's Brochure. If the Client informs D.A. Davidson of any material changes to the information on Client's IPQ, D.A. Davidson will provide that information to the Overlay Manager on Client's behalf.

An optional tax overlay management service is also available in the UMA Program for an additional fee. In providing tax overlay management services, the Overlay Manager will consider the tax consequences of transactions in the Client's account and will evaluate recommendations received from Sub-Managers or generated by the Overlay Manager in the context of such consequences and the tax information provided by the Client. The Overlay Manager may, in light of other considerations in the Client's account, effect transactions in the Client's account even though such transactions may generate tax liabilities, including short-term taxable income. The performance of tax-managed accounts is likely to vary from that of non-tax managed accounts.

The Overlay Manager may accommodate reasonable restrictions on individual securities and/or industry sectors and may also screen a Client's UMA portfolio based on socially responsible investing criteria. These restrictions are available to the Client at no additional cost.

PARAGON. The Paragon Program offers Clients discretionary investment management in which a Client grants full discretionary authority and management of account to D.A. Davidson and a D.A. Davidson Financial Advisor who has been approved to participate in the Paragon Program ("Paragon Manager"). A Paragon Manager will work with the Client to develop an investment strategy based upon information provided to Paragon Manager, and identified in Client's IPQ. Once a mutually agreed upon investment objective is determined, the Paragon Manager will continuously manage the Client's account in conformance with said objective. The Paragon Manager makes all investment decisions for the Client's account with the authority to buy, sell, hold securities at their discretion, as they deem appropriate, and without prior notice to the Client.

Some Paragon Managers have model portfolios and distinct investment strategies while others use a more customized approach to implementation of Client assets. Paragon Managers utilize varying types of securities to achieve Client's investment objectives. The Paragon Manager will provide the Client with more specific information as to how the Paragon Manager will manage Client's account. The Paragon Manager may also provide information, including investment recommendations, for assets and types of securities held in other related or unrelated, advisory or non-advisory accounts. Some securities and security types Paragon Managers advise on may not be eligible for purchase in the Client's Paragon Account.

In addition some Financial Advisors may be approved for the Paragon Select program. Paragon Select is similar to the Paragon Program described above, except that in the Paragon Select Program, the Manager may only purchase securities covered by D.A. Davidson's research lists.

Other services offered in connection with the Paragon Program, including the Paragon Select Program, include delivery of monthly custodial account statements and quarterly performance reporting.

Non-Discretionary Programs.

CHOICE. Choice is a non-discretionary advisory program in which Clients receive advice from a D.A. Davidson Financial Advisor regarding the Client's own management of assets in their account. Neither D.A. Davidson nor Client's D.A. Davidson Financial Advisor has investment discretion and may not buy or sell securities in connection with the account without the Client's consent. The Client enters into a Single Advisory Agreement with D.A. Davidson for the provision of advisory, custody, brokerage and administrative services.

Based on information in the Client's IPQ a D.A. Davidson Financial Advisor advises the Client on an appropriate investment strategy, which includes security selection and general asset allocation, and may include advice on financial planning and other wealth management topics. The Client has sole discretion, and makes the final decision whether to accept or reject an investment strategy or any specific recommendation to purchase or sell securities. The D.A. Davidson Financial Advisor is responsible for periodically reviewing the account to assess whether the investment strategy employed by Client and investments made for Client's account are suitable. Other than in connection with its consulting responsibilities as described above, D.A. Davidson does not assume responsibility for the performance of the securities selected by the Client.