

LIMITED POWER OF AUTHORITY

The following Terms and Conditions apply to Customer's assignment of legal authority to The Compliance Group, Inc. ("TCG"), for the sole and exclusive purposes described herein, including, but not limited to, the signing of Compliance Filings (Applications and/or Filings), where such assignment of authority is permitted by law and otherwise authorized by Customer's agreement with TCG (as set forth in the Master Service Agreement, applicable Service Schedule(s), and approved Service Order(s)(hereafter, collectively "Terms")).

Customer designates TCG as its compliance representative and regulatory agent to manage and administer Compliance Reporting before designated Governmental Agencies in accordance with the Terms. By its acceptance of the Terms, and subject to the scope set forth therein, Customer grants TCG the Limited Power of Authority to engage in some or all of the following actions on the Company's behalf:

- Receive and review financial data and other information needed to prepare Applications and/or Filings;
- Draft or prepare applicable Applications and/or Filings;
- Calculate fees and other required payments payable to Governmental Agencies;
- Execute/sign Applications and/or Filings, wherever signature by agent or pursuant to power of attorney is authorized by applicable laws, rules or regulations; and,
- Remit payments to Governmental Agencies.

Customer ratifies and confirms that all acts may lawfully be done by virtue hereof.

This Limited Power of Authority is intended by Customer to affirm TCG's authority to execute/sign Applications and/or Filings on its behalf, subject to the Terms and limitations of applicable laws.

This Limited Power of Authority remains in full force and effect until the Company terminates its relationship with TCG, pursuant to and consistent with the Terms.