

**BIRKELBACH MANAGEMENT CORP., INC.**  
**208 S. LaSalle Street**  
**Suite 1700**  
**Chicago, Illinois 60604**  
**(312) 853-2820**  
**(312) 853-3183 (Fax)**

**LIMITED POWER OF ATTORNEY AND  
DISCRETIONARY TRADING AUTHORIZATION**

The undersigned ("Client") hereby authorizes Birkelbach Management Corp., Inc. ("BMC"), Carl M. Birkelbach, its principal or his authorized and Illinois investment advisor registered designee(s), collectively "Advisor" as the undersigned's agent and attorney-in-fact, and in the undersigned's name, place and stead, to buy and sell (including short sales) for trading and investing in: stocks, bonds, option contracts, mutual funds and any other securities relative to same ("Securities"), and other types of investment instruments, collectively "Investments", on margin or otherwise for the undersigned's account and risk. The undersigned hereby agrees to indemnify and hold the brokerage firm harmless from all loss, cost, indebtedness and liabilities arising therefrom.

In all such purchases and sales you are authorized to follow the instructions of the aforesaid Advisor in every respect concerning the undersigned's account with you; and except as herein otherwise provided, the Advisor is authorized to act for the undersigned in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases and sales as well as with respect to all other things necessary or incidental thereto, except that the Advisor is not authorized to withdraw any money, securities, or other property either in the name of the undersigned or otherwise, other than in conjunction with payment of fees owed to the Advisor, which may be debited from the undersigned's account upon receipt of Advisor's invoice (quarterly, in arrears). (See, Authorization to Debit Account for Advisory Fees form).

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent on behalf of, or for the account of, the undersigned.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between you and the undersigned.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to you at the above address, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to your benefit and that of your successors and assigns.

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Account Name

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Client's Signature

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Print Name and Title

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Date

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

NOTE:        If a joint account all persons must sign.  
                 If this is a corporate, general partnership, limited liability company or other form  
                 of business entity, organization or association, the authorized representative(s)  
                 must sign.

Accepted:  
Birkelbach Management Corp., Inc.

By: \_\_\_\_\_  
      Carl M. Birkelbach

\_\_\_\_\_  
Date