Assignment of Accounts and Trail Commissions and Fees

Use these instructions to complete the attached Assignment of Accounts and Trail Commissions and Fees Agreement (RE-F647). Please print all responses.

Notes and Instructions

- 1. The following agreement is intended for use by LPL Financial Advisors who are Registered Representatives and/or Investment Advisor Representatives of LPL. The agreement should not be used by advisors who provide advisory services and receive advisory fees through a separate investment advisor firm. If you are not an Investment Advisor Representative of LPL and receive advisory fees through a separate investment advisor firm, you should consult with your firm's legal counsel regarding the assignment of advisory fees.
- 2. Any assignment and assumption contemplated by this Agreement is subject to LPL's discretionary written approval. LPL shall generally issue such approval if the following criteria is met at the time of the Assignment Date (as defined in the Agreement):
 - a) The Releasing Advisor has demonstrated to LPL that the Releasing Advisor has conducted himself/herself in a manner exhibiting appropriate standards of professional and ethical conduct, as determined by LPL in its discretion.
 - b) Neither the Releasing Advisor nor the Accepting Advisor (as defined in the Agreement) has been subject to a statutory disqualification resulting from any action of, or proceeding brought by, the Securities and Exchange Commission or any self-regulatory organization for which the sanction is currently in effect (or was in effect during any part of the three years prior to the Assignment Date).
 - c) The Accepting Advisor has been (i) employed in the securities industry in a registered capacity for at least three (3) years, and (ii) affiliated with LPL for at least one (1) year.
 - d) The Accepting Advisor holds the necessary licenses to be the Registered Representative or Investment Advisor Representative of record for the customer account or LPL Advisory Program Account, as applicable.
 - e) The Accepting Advisor has notified the Releasing Advisor's customers of the Releasing Advisor's death or incapacitation and the transfer of such customers' accounts to the Accepting Advisor.
- 3. Any assignment contemplated by this Agreement is subject to LPL's periodic discretionary review during the Payment Term (as defined in the Agreement) using the same criteria as set forth above.
- 4. The Advisor is responsible for providing LPL with a fully executed copy of this Agreement. Please fax a copy of the executed Agreement to (858) 824-9282.



Agreement

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Assignment of Accounts and Trail Commissions and Fees

	Rep ID
Instructions: Please fax the completed agreement to (858) 824-9282.	
Parties	
Both Assignor and Assignee must be Registered Representatives of LPL.	
Name of Assignor ("Releasing Advisor")	
Name of Assignee ("Accepting Advisor")	
Trails and Advisory Fees	
Upon Death, Disability or Incapacity of Releasing Advisor	
Percentage to Accepting Advisor: (recommended to not exceed 50%)	
Percentage to Releasing Advisor's (Choose One) Must equal 100%	
Surviving Spouse Estate Other Designated Beneficiary %	
Payment Term (number of years that payments should continue to Releasing Advisor): (not to exceed five (5) years from Assignment Date, as defined below)	

1. Assignment and Acceptance

The Releasing Advisor named above, a Registered Representative of LPL Financial LLC ("LPL"), agrees to assign to the Accepting Advisor named above, also a Registered Representative of LPL, and the Accepting Advisor agrees to accept, the following:

- a) Each of the customer accounts currently associated with the Master Rep ID set forth above;
- b) The corresponding right to receive the percentage set forth above of all payments of continuing commissions generated from the sales of securities and insurance products ("Trails") for such customer accounts, for so long as Accepting Advisor continues to service and receive Trails with respect to such customer accounts (but not longer than the Payment Term set forth above); and
- c) The corresponding right to receive the percentage of advisory fees ("Advisory Fees") earned from LPL Advisory Program Accounts currently associated with the Master Rep ID set out above, for so long as Accepting Advisor is engaged as Investment Advisor Representative by a client in connection with such client's LPL Advisory Program Accounts.

The effective date of the assignment and acceptance contemplated by this Agreement (the "Assignment Date") shall be the date that LPL approval is provided in accordance with Section 3, following the date of the Releasing Advisor's death, disability or incapacity.

2. Payment of Trails and/or Commissions

Effective as of the Assignment Date, the Accepting Advisor agrees to pay in the event of Releasing Advisor's death, disability or incapacity, to Releasing Advisor's surviving spouse, estate or other designated beneficiary (as indicated above):

- a) The percentage of Trails; and/or
- b) The percentage of Advisory Fees, each as set out above.

3. Condition to Assignment and Acceptance

The parties and LPL acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, no assignment and/or acceptance contemplated by this Agreement shall be effective until LPL has provided its written approval of such assignment and acceptance, which approval may be granted in LPL's discretion. The parties further acknowledge that LPL's execution of this Agreement does not constitute its written approval and that such written approval shall be made following the date of the Releasing Advisor's death, disability or incapacity.

Trails and Advisory Fees (continued)

4. Post-Assignment Obligations of the Parties

The Releasing Advisor and the Accepting Advisor acknowledge and agree that as of the Assignment Date:

- a) There shall be no obligation by LPL to make any payments of Trails or Advisory Fees with respect to customer accounts and/or LPL Advisory Program Accounts that Accepting Advisor ceases to service or for which Accepting Advisor has ceased to receive Trails and/or Advisory Fees.
- b) Either Releasing Advisor or Accepting Advisor may terminate this Agreement with or without cause prior to the Assignment Date, upon prompt notice to the other party and LPL.
- c) Accepting Advisor shall be responsible for the calculation and payment of the exact dollar amounts of Trails and/or Advisory Fees to be paid to Releasing Advisor, or the Releasing Advisor's surviving spouse, estate or other beneficiary, in each case in accordance with the percentages set forth above.
- d) Accepting Advisor may pay Releasing Advisor, or the Releasing Advisor's surviving spouse, estate or other beneficiary, as may be applicable, compensation in connection with money that is added to customer accounts, regardless of whether the money is added to an existing account of, or to a new account opened by, a customer of the Releasing Advisor during the Payment Term.
- e) Accepting Advisor shall maintain and make available all appropriate records for audit by LPL, or Releasing Advisor's surviving spouse, estate or other beneficiary or designee.

5. Miscellaneous

- a) The term of this Agreement for Assignment of Accounts and Trail Commissions & Fees (this "Agreement") shall begin on the Effective Date and shall continue, unless earlier terminated in accordance with this Agreement, through the date that is the later of (i) the last calendar day of the last calendar year of the Payment Term; and (ii) the date that Accepting Advisor has fulfilled his or her obligations under Sections 4(c) and 4(e) of this Agreement.
- b) During the term of this Agreement, Accepting Advisor shall not further assign or transfer its rights under this Agreement and/or any customer accounts and/or LPL Advisory Program Accounts to any other Registered Representative, Investment Advisor Representative or entity, without prior consent of Releasing Advisor's surviving spouse, estate or other designated beneficiary, and (ii) LPL.
- c) This Agreement shall not under any circumstance be deemed to permit the solicitation of new business or the opening of new accounts by persons who are not properly registered with FINRA, the applicable state(s), and LPL.
- d) There is good and valuable consideration for the mutual promises contained in this agreement and each of Releasing Advisor and Accepting Advisor acknowledge the receipt and sufficiency of such consideration.
- e) If any court or regulatory body for any reason deems this Agreement to be in violation of any statute, rule or regulation, then this Agreement shall immediately become null and void and of no further force or effect.
- f) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
- g) For themselves and their respective heirs, beneficiaries, successors and assigns, to indemnify and hold harmless LPL, its affiliated entities, officers, directors and employees from and against any and all cost, loss or damage arising out of or in any way relating to the payment of Trails and/or Advisory Fees under this Agreement (including with respect to the Accepting Advisor's calculation and payment of Trails and/or Advisory Fees in accordance with Section 4(c)).
- h) The Releasing Advisor shall cause a copy of this Agreement to be sent to LPL for its records promptly following the Effective Date.

Acknowledgment and Signa	tures		
Assignor			
Assignor Signature	Assignor Name (print)	Rep ID	Date
Assignee			
Assignee Signature	Assignee Name (print)	Rep ID	Date
LPL Financial LLC - Acknowle	edged and Agreed - solely for purposes of Section 3		
Signature	Name (print)	Title	Date

NOTE: The Assignor is responsible for promptly filing an executed copy of this Agreement with the LPL's Succession Planning department. Please fax a copy of the executed Agreement to (858) 824-9282.

