

**POWER OF ATTORNEY AND INDEMNITY AGREEMENT**

1. **Appointment of Agent.** I (we) \_\_\_\_\_ and) \_\_\_\_\_ hereby appoint \_\_\_\_\_ "Agent" as my (our) attorney-in-fact and agent to act for me (us) in any lawful way with respect to the issuance of instructions and/or the endorsement of certificated Fund shares: [strike those powers which do not apply] (1) to sell and purchase shares of any Franklin Templeton Fund; 2) to exchange my (our) investments from any Franklin Templeton Fund(s) to any other Franklin Templeton Fund(s) as may be designated by Agent; and 3) to sell Franklin Templeton Fund Shares and remit the proceeds directly to, and payable to the order of, Agent to pay Agent's fees. For purposes of this appointment, the term "Franklin Templeton" shall mean, collectively, Franklin Resources, Inc. ("Resources"), each subsidiary of Resources and each Franklin Templeton Fund; and, the term "Franklin Templeton Fund" or "Fund" shall mean each investment company (a mutual fund), or a series thereof, whose shares are distributed by Franklin/Templeton Distributors, Inc., a subsidiary of Resources. I understand and agree that copies of my account statements, confirmations and other account information may be sent to my Agent upon his or her request.

2. **No Duty of Inquiry.** Neither Franklin Templeton nor any Franklin Templeton Fund shall have any duty of inquiry to determine if the Agent is acting within of the scope of authority granted under this appointment when accepting and acting upon any instruction issued by Agent under this appointment.

3. **Indemnity.** I (we) assume all responsibility for, and relieve Franklin Templeton and each Franklin Templeton Fund from any responsibility or liability for, any action taken in reliance on an instruction issued by the Agent under this appointment. In addition, I (we) agree to indemnify and hold harmless Franklin Templeton, their officers, employees, agents and successors (each an "Indemnitee") from and against any and all liability, loss, suits, claims, costs, damages and expenses of whatever amount and whatever nature (including without limitation reasonable attorneys' fees) any Indemnitee may sustain or incur by reason of, in consequence of, or arising from or in connection with or in relation to an Indemnitee acting or forbearing from taking action in reliance on one or more instructions and/or endorsements made by the Agent under this appointment, including, but not limited to, losses or damages associated with the Agent's selection of Franklin Templeton Fund investments, the timing of Fund share purchases and sales, and the exchange of investments between Franklin Templeton Funds.

4. **Revocation.** This power of attorney is effective immediately and will continue until it is revoked by written notice received by Franklin Templeton. Such written notice must be given by certified mail addressed to: Franklin Templeton Investments, Attn: RIA Team 140/6, PO Box 33093, St Petersburg, FL 33716  
(NOTE: This is not a durable power of attorney, and the powers given will not survive the signator's subsequent incapacity.)

I (we) acknowledge that any exchange privilege between Franklin Templeton Funds is subject to the terms and limitations of each Fund's current prospectus.

\_\_\_\_\_  
(Signature) (Signature) (Date)

(NOTARY'S ACKNOWLEDGMENT REQUIRED)

Franklin Templeton Fund Account No(s). \_\_\_\_\_

My Tax ID No. \_\_\_\_\_