

Power of Attorney (POA)

NOTE: Review the Fact Sheet on page 3 prior to completing.

1 Agreement	Investor Number or Plan ID
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Account Owner(s)/Holder(s)	Social Security Number	City/State in Which Account Owner Resides
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Full Name of Authorized Agent or Attorney-in-Fact

I, _____ of _____, do hereby make, constitute, and appoint _____ for my account(s) as my true and lawful agent and attorney-in-fact for me and in my name and on my behalf to act upon my account(s) with T. Rowe Price Services, Inc., T. Rowe Price Trust Co., and/or T. Rowe Price Investment Services, Inc. (collectively referred to as "T. Rowe Price"). I specifically give my agent and attorney-in-fact the following authorizations:

For T. Rowe Price Brokerage Accounts:

- Buy, sell (including short sales), and trade in stocks, bonds, options, mutual funds, and any other securities and/or commodities relating to the same, including any necessary identification of the shares treated as sold for tax reporting. My agent and attorney-in-fact can do so on margin or otherwise in accordance with T. Rowe Price's terms and conditions for my account(s) and risk and in my name or number on your books.
- Direct that such securities, cash, and/or property be sent to me at my address or to the broker-dealer or financial institution for my account(s).

For T. Rowe Price Mutual Fund Accounts:

- Make purchases, redemptions, and exchanges, including any necessary identification of the shares treated as sold for tax reporting.

For All Accounts:

- Make address changes.
- Make, draw, sign, endorse, cash, deliver, and stop payment on checks drawn on my account(s).
- Direct redemption/sale proceeds be remitted to a third party in limited circumstances; for example, as payment of my expenses.

With certain restrictions set forth in my account agreement, these requests can be made in writing or, if my account has computer/phone services, can be made either by phone or by computer.

In all such cases, for my account(s), T. Rowe Price is authorized to follow the instructions of my agent and attorney-in-fact in every respect concerning my securities and/or account balances (as applicable). I authorize my agent and attorney-in-fact to act on my behalf in the same manner and with the same force and effect as I might or could. However, my agent and attorney-in-fact is not authorized to make estate planning decisions, such as naming beneficiaries for my account(s), or to withdraw securities and/or account balances (as applicable) in his or her own name or for his or her own benefit, including the gifting of securities or cash to himself or herself or to a third party.

I ratify and affirm any and all transactions hereafter that my agent and attorney-in-fact makes with T. Rowe Price for my account(s). This authorization and indemnity is in addition to (and in no way limits or restricts) any rights that T. Rowe Price may have under any other agreement(s) between T. Rowe Price and me. This authorization and indemnity is a continuing one and will remain in full force and effect until I revoke it by providing a written notice to T. Rowe Price at its main office in Baltimore, Maryland. However, the revocation will not affect any liability in any way resulting from transactions initiated prior to such revocation.

The authorization and indemnity shall inure to the benefit of T. Rowe Price and of any successor firm(s) irrespective of any change(s) at any time in the personnel thereof for any cause whatsoever and of the assigns of T. Rowe Price or any successor firm.

I agree to indemnify and hold harmless T. Rowe Price from all loss, costs, indebtedness, and liabilities arising from this agreement. This indemnification also extends to the issuers of securities, their transfer agents, clearing brokers, broker-dealer firms, and other financial institutions that participate in such transactions and their traders or other personnel. I further agree to pay promptly on demand any and all losses arising therefrom or debit balance due thereon.

I understand that this POA agreement and the terms contained herein supplement my account agreement(s) and may only be used to conduct business in my T. Rowe Price accounts.


This POA will not be affected by my disability or incapacity. In case of my death, this authorization will discontinue, and T. Rowe Price will not be responsible for any transactions or changes made to my account by my agent and attorney-in-fact until T. Rowe Price has received written notification of my death addressed to T. Rowe Price and delivered to its main office in Baltimore, Maryland.



2 Signatures

2A All Account Owners Must Have Their Signatures Notarized

Signature(s) and Date(s) Required

Account Owner	Date (mm/dd/yyyy)
 X	
Account Owner	Date (mm/dd/yyyy)
 X	
Witness*	Date (mm/dd/yyyy)
 X	
Print Name of Witness	
Witness*	Date (mm/dd/yyyy)
 X	
Print Name of Witness	

*NOTE: Check your state's requirements to determine if, and how many, witnesses are necessary.

Sworn to and subscribed before me, this _____ day of _____, _____. In witness hereof, I hereunto set my hand and official seal.

Notary Public	Notary Stamp—Applies to Account Owner(s) Signatures Above
My Commission Expires	


2B Agent Information

By signing below, you authorize T. Rowe Price to obtain consumer credit reports (which include your creditworthiness, credit standing, and credit capacity) and other information to help verify your identity and to determine whether to add you to the account as an authorized agent or attorney-in-fact.

Authorized Agent's Name**		Phone Number
Social Security Number**	Date of Birth (mm/dd/yyyy)**	
Residential Street Address**		
City**	State**	ZIP Code**

**NOTE: We are required to have this information pursuant to the USA PATRIOT Act.

Signature(s) and Date(s) Required

Signature of Authorized Agent or Attorney-in-Fact	Date (mm/dd/yyyy)
 X	

NOTE: Accounts with a New York address require a notary certification by state law.

Sworn to and subscribed before me, this _____ day of _____, _____. In witness hereof, I hereunto set my hand and official seal.

Notary Public	Notary Stamp—Applies to All Agent Signatures
My Commission Expires	



Power of Attorney (POA) Fact Sheet

✓ **Use the *Power of Attorney (POA)* form if:**

- You are the account owner and are able to sign.

✗ **Do not use this form if:**

- You are unable to sign.
- You are sending in your POA. Read POA Document and Certification Requirements.

Mail to:

T. Rowe Price
P.O. Box 17302
Baltimore, MD 21297-1302

Express delivery only:

T. Rowe Price Mail Code 17302
4515 Painters Mill Road
Owings Mills, MD 21117-4903

Additional requirements for NY, CA, ME, MI, and PA residents. Read the disclosure statements on the page applicable to your state of residence. If a signature is required, return that page signed along with the POA. NY residents must obtain notary certification for the agent or attorney-in-fact.

POA Information

- A POA authorizes an individual (known as the **agent** or **attorney-in-fact**) to act for the account owner (also known as the **maker** or **principal**). Either the agent or the account owner can make transactions and certain other changes to the account, including any necessary identification of the shares treated as sold for tax reporting, but the assets belong to the account owner.
- The agent cannot change or designate new beneficiaries for the account owner using a T. Rowe Price POA. The account owner's POA may allow the agent to change or designate new beneficiaries for an IRA. For certain transactions, the POA must contain a gift clause.
- The POA terminates when the account owner dies; however, any pending transactions will take effect until T. Rowe Price is notified of the account owner's death and has reasonable time to act on such notice. T. Rowe Price accepts no liability for acting on instructions from the agent in cases in which T. Rowe Price is not notified of the account owner's death.
- The T. Rowe Price [Power of Attorney \(POA\)](#) form may be used for IRAs, SEP-IRAs, and SIMPLE IRAs but is not appropriate for other employer-sponsored small business retirement plans and certain 403(b) plan accounts. Call 800-492-7670.

Existing Accounts Using the T. Rowe Price POA

Complete the T. Rowe Price [Power of Attorney \(POA\)](#) form if the account owner is able to sign. See the notary certification requirements in the Signatures section. Also, follow these additional instructions:

Mutual Funds:

Checkwriting

If you have checkwriting services on your account, then a new supply of checks will be mailed to you with the agent added to the checks. If you would like to add checkwriting services, complete the [Mutual Fund Checkwriting](#) form.

If the account has checkwriting services, by signing this form in the Signatures section, as the agent, I acknowledge and agree that:

- This form applies to any other identically registered T. Rowe Price Fund (Fund) checking account(s) I establish later, except Brokerage Advantage;
- If the owner is subject to IRS backup withholding, I may write checks only on money market fund accounts;
- The Fund reserves the right to change, revoke, or close any checking account;
- The signatures are authentic, and only one owner or the agent will be required to sign checks;
- Negotiation of a check is a mutual fund redemption, and all conditions on redemptions set forth in the Fund's prospectus apply; and
- This agreement is governed by Maryland law.

Brokerage Accounts:

By completing the T. Rowe Price [Power of Attorney \(POA\)](#) form, the agent is certifying that he or she is not employed by or affiliated with T. Rowe Price Investment Services, Inc., another broker-dealer, a stock exchange, or FINRA. If this is not the case, also complete a [Change Ownership](#) form and a [Brokerage New Account](#) form, providing the agent or attorney-in-fact information.

New Accounts

1. Complete the T. Rowe Price [Power of Attorney \(POA\)](#) form if the **account owner is able to sign**. See the notary certification requirements in the Signatures section. Contact us for specific requirements for IRAs or retirement accounts.
2. If the account owner is **not able to sign, do not** complete the T. Rowe Price [Power of Attorney \(POA\)](#) form. Provide the original or a certified copy of the account owner's POA document. **See Certification Requirements below.**
3. Complete the appropriate new account form.
 - a. For mutual fund accounts, complete the [Mutual Fund New Account](#) form.
 - b. For Brokerage accounts, complete the [Brokerage New Account](#) form.
 - c. Provide the agent's personal information on the form as required by the USA PATRIOT Act.
 - d. Both the agent and the account owner must sign the form in the Signatures section. The agent must sign in his or her capacity as the agent.

Existing Accounts Using the Account Owner's POA

Send an original or a certified copy of the account owner's POA if the account owner is not able to sign and execute the T. Rowe Price POA. Do not complete the T. Rowe Price [Power of Attorney \(POA\)](#) form if you are sending in your own POA.

POA Document and Certification Requirements:

- The account owner's POA document must allow for transactions in securities and/or bank accounts (as applicable) and contain a durability clause stating that the POA will remain in effect in the event the account owner (maker) is disabled or incapacitated.
- The account owner's POA document must either be the original POA document (in which case T. Rowe Price will make a copy and return the original, if desired) or be certified within 90 days of being presented to us. If providing a copy of the POA document, then it must be certified. See Certification Requirements below.

Certification Requirements:

Certification by an attorney or financial institution must state that the copy is a true and correct copy of the original, that the maker is alive, and that the POA has not been revoked. A notary stamp should be on the document itself and must be signed by notary public.

Mutual Fund and Brokerage Accounts:

Complete a [Change Ownership](#) form. Contact us for specific requirements for IRAs or retirement accounts.

- This will not change ownership of the assets; it will only add an agent authorized to act on the account.
- Provide the agent's personal information as required by the USA PATRIOT Act and FINRA (for Brokerage). For Brokerage, do this by completing the [Brokerage New Account](#) form. For mutual funds, provide USA PATRIOT Act information of the agent, which includes residential address, date of birth, and Social Security number, in a letter.

KEEP THIS PAGE FOR YOUR RECORDS



Important Disclosure for New York Residents

CAUTION TO THE PRINCIPAL

Your power of attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” below describes your agent’s responsibilities. Your agent can act on your behalf only after signing the power of attorney before a notary public. You can request information from your agent at any time. If you are revoking a prior power of attorney by executing this power of attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located. You can revoke or terminate your power of attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a “health care proxy” to do this.

The law governing powers of attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library or online through the New York State Senate or Assembly websites: senate.state.ny.us or assembly.state.ny.us. If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

IMPORTANT INFORMATION FOR THE AGENT

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the power of attorney is terminated or revoked. You must:

1. act according to any instructions from the principal or, where there are no instructions, in the principal’s best interest;
2. avoid conflicts that would impair your ability to act in the principal’s best interest;
3. keep the principal’s property separate and distinct from any assets you own or control, unless otherwise permitted by law;
4. keep a record of all receipts, payments, and transactions conducted for the principal; and
5. disclose your identity as an agent whenever you act for the principal by writing or printing the principal’s name and signing your own name as “agent” in either of the following manner: (principal’s name) by (your signature) as Agent or (your signature) as Agent for (principal’s name).

You may not use the principal’s assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this power of attorney or in a Statutory Major Gifts Rider attached to this power of attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal’s best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal’s guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in the New York General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the power of attorney, you may be liable under the law for your violation.

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Important Disclosure for California Residents

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Agent's Signature	Date (mm/dd/yyyy)
	

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Questions? troweprice.com | 800-225-5132

Page 5 of 8

Important Disclosure for Maine Residents

NOTICE TO THE PRINCIPAL

You are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney, you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document, your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand, you should ask a lawyer to explain it to you.

NOTICE TO THE AGENT

You are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9 and Title 18-B, Sections 802 to 807 and Title 18-B, Chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney, you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal, or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

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Page 6 of 8

Important Disclosure for Michigan Residents

To be completed by the agent/attorney-in-fact:

I, ,
have been appointed as attorney-in-fact for
,
the principal, under a durable power of attorney dated
.

By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- (a) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.
- (d) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.
- (e) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.
- (f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- (g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.
- (h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

Agent's Signature	Date (mm/dd/yyyy)
X	

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Important Disclosure for Pennsylvania Residents

NOTICE

The purpose of this power of attorney is to give the person you designate (your “agent”) broad powers to handle your property, which may include powers to sell or otherwise dispose of any real or personal property without advance notice to you or approval by you.

This power of attorney does not impose a duty on your agent to exercise granted powers, but, when powers are exercised, your agent must use due care to act for your benefit and in accordance with this power of attorney.

Your agent may exercise the powers given here throughout your lifetime, even after you become incapacitated, unless you expressly limit the duration of these powers or you revoke these powers or a court acting on your behalf terminates your agent’s authority.

Your agent must act in accordance with your reasonable expectations to the extent actually known by your agent and, otherwise, in your best interest, act in good faith and act only within the scope of authority granted by you in the power of attorney.

The law permits you, if you choose, to grant broad authority to an agent under power of attorney, including the ability to give away all of your property while you are alive or to substantially change how your property is distributed at your death. Before signing this document, you should seek the advice of an attorney at law to make sure you understand it.

A court can take away the powers of your agent if it finds your agent is not acting properly.

The powers and duties of an agent under a power of attorney are explained more fully in 20 PA.C.S.A Ch. 56.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

Principal's Signature	Date (mm/dd/yyyy)
 X	

ACKNOWLEDGMENT OF AGENT

I have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal’s reasonable expectations to the extent actually known by me and, otherwise, in the principal’s best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

Agent's Signature	Date (mm/dd/yyyy)
 X	

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