

Investment Advisor "IA" Information (This portion to be completed by IA.)

IA Firm Name (please print): _____
IA Master Account Number: _____ Service Team: _____

This form may not be used to change Trustees on a Company Retirement Account. A Company Retirement Account Application must be completed to do so.

1. Trust Information

Schwab Account Number _____

Trust Name _____

"For the Benefit of" (name of Employee Participant, if name is to be listed in registration) _____

Effective Date of Trust _____ Trust Tax ID Number _____

Does the Trust allow for segregated accounts? Yes No

If so, does the Trust allow the participant to trade directly with Schwab? Yes No

2. Trustee Information

Please list all Trustee(s) that will act on behalf of the Trust. For more than four Trustees, attach the Schwab Institutional® Account Application Addendum.

Trustee

First Name _____ Middle _____ Last _____

Co-Trustee(s) (if applicable)

First Name _____ Middle _____ Last _____

First Name _____ Middle _____ Last _____

First Name _____ Middle _____ Last _____

3. Certification, Trust Indemnity and Agreement

In consideration of Charles Schwab & Co., Inc. ("Schwab") opening and/or maintaining Account(s) for the Trust named above (the "Trust"), the undersigned Trustees of the Trust represent, warrant and certify the following:

- The representations made herein are true, complete and accurate.
- The undersigned Trustees are all of the Trustees of the Trust.
- The Trust is in full force and effect.
- The Trust Agreement (as defined above) has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification to be inaccurate or incorrect.
- It is the responsibility of the Trustee(s) to consult with all other Trustees before giving Schwab any instructions regarding the

Account(s). Any notice sent to one Trustee shall constitute notice to all Trustees.

- If there is more than one Trustee, Schwab is authorized to follow the instructions of any Trustee and to deliver funds, securities or any other assets in the Account(s) to any Trustee or on any Trustee's instructions on the presumption that the Trustee so acting is so authorized because either (1) the Trust Agreement expressly provides that each Trustee is authorized to act individually, independently and without the consent of the other Trustees for all purposes related to the Account(s), or (2) if the Trust does not contain such an express provision, the Trustee so acting has obtained the requisite consent of the other Trustees in accordance with the requirements of the Trust Agreement.

- Schwab is not responsible for determining the purpose or propriety of any instructions received from any Trustee or for the disposition of payments or deliveries among Trustees.
- Either the Trust Agreement or applicable law grants the Trustee(s) the power to (1) delegate to others (such as Advisor or Managers, as each are defined in the Trust's Account Application ["Application"]) the authority to give trading instructions (and, if applicable, other instructions) with respect to the Account(s), including, without limitation, the Investment Advisor and Manager authorizations that are described and/or indicated in the Application relating to the Trust's Account(s), and (2) pay advisory and related fees to Advisor and, if applicable, Managers, from the Account(s).

For Charles Schwab Use Only

Account Number _____ Date Approved (mm/dd/yyyy) _____
Print Name of Approver _____ Signature _____



3. Certification, Trust Indemnity and Agreement (Continued)

- The Trustee(s) have the power under the Trust Agreement to enter into transactions for the purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.
- If the Margin Borrowing feature is not or has not been declined with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustees to maintain a Margin and Short Account and through such Account to purchase securities on margin, to sell securities that the Trust does not own (i.e., short sales) and to borrow securities in connection therewith, to borrow money, to secure the performance of the Trust's obligations to the Account(s) and to grant authority to the brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the Trust.
- If options are traded with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustees to trade in all types of options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.
- If the Trustees pledge Trust assets (including securities owned by the Trust) to secure obligations owed to Schwab, the Trust Agreement expressly authorizes the Trustees to enter into such pledges.
- If the Trustee(s) pledge assets of the Trust to secure obligations owing from the Trust to third parties, the Trust Agreement specifically authorizes the Trustee(s) to enter into such pledges.
- The Trust Agreement authorizes the Trustee(s) to grant a lien and right of setoff in favor of

Schwab to secure the repayment of all present or future indebtedness.

- **The Trustees agree to decline the Margin Borrowing feature if such authorizations for borrowing are not contained in the Trust. Note: Additional documents are required to add someone with Power of Attorney. In order to trade options in a Trust Account through Schwab, the Trust must meet certain financial requirements, and the Trustee(s) must meet certain investment experience requirements and complete a separate Schwab Option, Margin and Short Account Application.**

The Trustees acknowledge and agree that all prior designations, consents and authorizations which may have previously been agreed to by any prior Trustee(s) acting on behalf of the Account(s) shall continue to apply both with respect to the Trust and to the Trustees. The Trustees further acknowledge and agree that the Account will remain subject to any prior agreements (including any addenda, and/or amendments thereto) as may currently be applicable to the Account(s), including but not limited to, the terms and conditions of any Account Agreement(s) and Disclosures relating to the Trust, as each may be amended from time to time. The Trustees agree to assume by way of assignment from any prior Trustee(s) all trustee obligations and liabilities set forth in any of the applicable Trust Agreement(s), whether or not each Trustee personally executed such applications or agreement(s) on behalf of the Trust.

Schwab will rely on this Certification and upon the representations made herein unless and until it receives written notice of changed Trustee(s) or written notice of any events affecting the representations of the Trustee(s)

powers made in this Certification. The undersigned Trustees agree to send written notice promptly to Schwab of any change in Trustees, of any amendment or modification to the Trust Agreement that would cause the representations contained in this Certification to be or become inaccurate or incorrect, or of the occurrence of any event that would affect the Trust's revocability, the Trustee's powers or any representations made in this Certification.

The undersigned Trustees hereby jointly and severally indemnify Schwab and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of, or related to, any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the Account(s). This indemnification is made by the undersigned Trustees both in their capacities as Trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein.

All names and terms that are not specifically defined in this form (including this Certification) have the same meanings as in the Application (as defined above). In addition, all terms and conditions specified in the Application apply to this form. When completed, signed and accepted by Schwab, this form (including this Certification) will be part of the Application.

The representations and obligations stated herein shall survive termination of the Trust Agreement and the Account Agreement relating to the Account(s).

Each Trustee consents to Schwab's: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to the Trustee and the Account to Trustee's IA; (ii) sending such information about the Trustee and the Account to third parties (such as CPAs or performance-reporting companies) as Trustee's IA shall direct Schwab; and (iii) disclosure of information about Trustee and the Account to other third parties as provided in this Certification and the Account Agreement.

By signing this agreement, Trustee(s) acknowledge that they have received a copy of the Account Terms in this Application to retain for their records.

All Trustees must sign here.

_____ Signature: Trustee	_____ Print Name	Date _____ (mm/dd/yyyy)
_____ Signature: Co-Trustee	_____ Print Name	Date _____ (mm/dd/yyyy)
_____ Signature: Co-Trustee	_____ Print Name	Date _____ (mm/dd/yyyy)
_____ Signature: Co-Trustee	_____ Print Name	Date _____ (mm/dd/yyyy)
_____ Signature: Co-Trustee	_____ Print Name	Date _____ (mm/dd/yyyy)

These terms relate to your Account and are part of the Account Agreement between each account holder and Schwab. Please retain for your files.

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- The representations made herein are true, complete and accurate.
- The undersigned Trustees are all of the Trustees of the Trust.
- The Trust is in full force and effect.
- The Trust Agreement (as defined above) has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification to be inaccurate or incorrect.
- It is the responsibility of the Trustee(s) to consult with all other Trustees before giving Schwab any instructions regarding the Account(s). Any notice sent to one Trustee shall constitute notice to all Trustees.
- If there is more than one Trustee, Schwab is authorized to follow the instructions of any Trustee and to deliver funds, securities or any other assets in the Account(s) to any Trustee or on any Trustee's instructions on the presumption that the Trustee so acting is so authorized because either (1) the Trust Agreement expressly provides that each Trustee is authorized to act individually, independently and without the consent of the other Trustees for all purposes related to the Account(s), or (2) if the Trust does not contain such an express provision, the Trustee so acting has obtained the requisite consent of the other Trustees in accordance with the requirements of the Trust Agreement.
- Schwab is not responsible for determining the purpose or propriety of any instructions received from any Trustee or for the disposition of payments or deliveries among Trustees.
- Either the Trust Agreement or applicable law grants the Trustee(s) the power to (1) delegate to others (such as Advisor or Managers, as each are defined in the Trust's Account Application ["Application"]) the authority to give trading instructions (and, if applicable, other instructions) with respect to the Account(s), including, without limitation, the Investment Advisor and Manager authorizations that are described and/or indicated in the Application relating to the Trust's Account(s), and (2) pay advisory and related fees to Advisor and, if applicable, Managers, from the Account(s).
- The Trustee(s) have the power under the Trust Agreement to enter into transactions for the

purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.

- If the Margin Borrowing feature is not or has not been declined with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustees to maintain a Margin and Short Account and through such Account to purchase securities on margin, to sell securities that the Trust does not own (i.e., short sales) and to borrow securities in connection therewith, to borrow money, to secure the performance of the Trust's obligations to the Account(s) and to grant authority to the brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the Trust.
 - If options are traded with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustees to trade in all types of options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.
 - If the Trustees pledge Trust assets (including securities owned by the Trust) to secure obligations owed to Schwab, the Trust Agreement expressly authorizes the Trustees to enter into such pledges.
 - If the Trustee(s) pledge assets of the Trust to secure obligations owing from the Trust to third parties, the Trust Agreement specifically authorizes the Trustee(s) to enter into such pledges.
 - The Trust Agreement authorizes the Trustee(s) to grant a lien and right of setoff in favor of Schwab to secure the repayment of all present or future indebtedness.
 - **The Trustees agree to decline the Margin Borrowing feature if such authorizations for borrowing are not contained in the Trust. Note: Additional documents are required to add someone with Power of Attorney. In order to trade options in a Trust Account through Schwab, the Trust must meet certain financial requirements, and the Trustee(s) must meet certain investment experience requirements and complete a separate Schwab Option, Margin and Short Account Application.**
- The Trustees acknowledge and agree that all prior designations, consents and authorizations which may have previously been agreed to by any prior Trustee(s) acting on behalf of the Account(s) shall continue to apply both with respect to the Trust and to the Trustees. The Trustees further acknowledge and agree that

the Account will remain subject to any prior agreements (including any addenda, and/or amendments thereto) as may currently be applicable to the Account(s), including but not limited to, the terms and conditions of any Account Agreement(s) and Disclosures relating to the Trust, as each may be amended from time to time. The Trustees agree to assume by way of assignment from any prior Trustee(s) all trustee obligations and liabilities set forth in any of the applicable Trust Agreement(s), whether or not each Trustee personally executed such applications or agreement(s) on behalf of the Trust.

Schwab will rely on this Certification and upon the representations made herein unless and until it receives written notice of changed Trustee(s) or written notice of any events affecting the representations of the Trustee(s)' powers made in this Certification. The undersigned Trustees agree to send written notice promptly to Schwab of any change in Trustees, of any amendment or modification to the Trust Agreement that would cause the representations contained in this Certification to be or become inaccurate or incorrect, or of the occurrence of any event that would affect the Trust's revocability, the Trustee's powers or any representations made in this Certification.

The undersigned Trustees hereby jointly and severally indemnify Schwab and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of, or related to, any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the Account(s). This indemnification is made by the undersigned Trustees both in their capacities as Trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein.

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