

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

IA Firm Name (please print): _____
IA Master Account Number: _____ Service Team: _____
Advisor Contact Information (if follow-up is required): _____

Please select one:

- New account
 Change Trustee(s) on an existing account
Schwab account number _____

1. Company and Trust Information

As required by federal law, Charles Schwab & Co., Inc. ("Schwab") will use the information provided below to verify your identity.

Company Name _____ Business Telephone Number _____
Legal Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____
Mailing Address (if different from above; P.O. boxes may be used) _____ City _____ State _____ Zip Code _____
Employer Tax ID Number or Social Security Number (if sole proprietor) _____ USA Other _____
Country of Establishment _____ State of Legal Establishment _____

Trust Name _____

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

Plan Tax ID Number _____ Effective Date of Trust _____

Does the Trust allow for segregated accounts? Yes No

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

If "yes," complete Section 6. Employee Participant will be listed as Limited Power of Attorney on the account. In addition, **the Participant must also initial the statements in Section 9 for IA Authorizations and sign Section 11.** Please note that by answering "yes," the Trustee certifies that the Trust allows for the establishment of segregated accounts for the benefit of individual Employee Participants, with respect to which Employee Participants may direct the Trustee as to investment.

For Charles Schwab Use Only

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



2. Trustee Information

(For information about Schwab's privacy policy, see the attached Company Retirement Account Application Agreement.) As required by federal law, Schwab will use the information provided below to verify your identity. 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 _____ Are you known by another name? (Specify) _____

Home Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

Mailing Address (if different from above; P.O. boxes may be used) _____ City _____ State _____ Zip Code _____

Social Security/Tax ID Number _____ Date of Birth (mm/dd/yyyy) _____ Home Telephone Number _____ Business Telephone Number _____ Cellular Telephone Number _____

USA Other _____ Other _____ USA Other _____

Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) _____ Country of Legal Residence _____

Passport U.S. Driver's License U.S. Gov't Issued ID _____

Identification Type (Complete only if not a U.S. citizen.) _____ Identification Number _____ Place of Issuance _____ Issue Date _____ Expiration Date _____

Employer Name/Industry (If self-employed, indicate nature of business.) _____ Occupation/Position _____ Employment Status Employed Retired Self-Employed Non-Employed

Business Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

I am employed by, affiliated with, or am either a director or owner of one or more securities firms. Yes* No If yes, list _____
(Company Symbol, e.g., SCHW, or Company Name)

I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. Yes No If yes, list _____
(Company Symbol, e.g., SCHW)

Co-Trustee (if applicable)

First Name _____ Middle _____ Last _____ Are you known by another name? (Specify) _____

Home Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

Social Security/Tax ID Number _____ Date of Birth (mm/dd/yyyy) _____ Home Telephone Number _____ Business Telephone Number _____ Cellular Telephone Number _____

USA Other _____ Other _____ USA Other _____

Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) _____ Country of Legal Residence _____

Passport U.S. Driver's License U.S. Gov't Issued ID _____

Identification Type (Complete only if not a U.S. citizen.) _____ Identification Number _____ Place of Issuance _____ Issue Date _____ Expiration Date _____

Employer Name/Industry (If self-employed, indicate nature of business.) _____ Occupation/Position _____ Employment Status Employed Retired Self-Employed Non-Employed

Business Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

I am employed by, affiliated with, or am either a director or owner of one or more securities firms. Yes* No If yes, list _____
(Company Symbol, e.g., SCHW, or Company Name)

I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. Yes No If yes, list _____
(Company Symbol, e.g., SCHW)

Co-Trustee (if applicable)

First Name _____ Middle _____ Last _____ Are you known by another name? (Specify) _____

Home Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

Social Security/Tax ID Number _____ Date of Birth (mm/dd/yyyy) _____ Home Telephone Number _____ Business Telephone Number _____ Cellular Telephone Number _____

USA Other _____ Other _____ USA Other _____

Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) _____ Country of Legal Residence _____

Passport U.S. Driver's License U.S. Gov't Issued ID _____

Identification Type (Complete only if not a U.S. citizen.) _____ Identification Number _____ Place of Issuance _____ Issue Date _____ Expiration Date _____

Employer Name/Industry (If self-employed, indicate nature of business.) _____ Occupation/Position _____ Employment Status Employed Retired Self-Employed Non-Employed

Business Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

I am employed by, affiliated with, or am either a director or owner of one or more securities firms. Yes* No If yes, list _____
(Company Symbol, e.g., SCHW, or Company Name)

I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. Yes No If yes, list _____
(Company Symbol, e.g., SCHW)

*Attach a written consent from your employer if employed by a securities firm.

2. Trustee Information (Continued)

Co-Trustee (if applicable)

First Name _____ Middle _____ Last _____ Are you known by another name? (Specify) _____

Home Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

Social Security/Tax ID Number _____ Date of Birth (mm/dd/yyyy) _____ Home Telephone Number _____ Business Telephone Number _____ Cellular Telephone Number _____

USA Other _____ Other _____ USA Other _____

Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) _____ Country of Legal Residence _____

Passport U.S. Driver's License U.S. Gov't Issued ID _____

Identification Type (Complete only if not a U.S. citizen.) _____ Identification Number _____ Place of Issuance _____ Issue Date _____ Expiration Date _____

Employer Name/Industry (If self-employed, indicate nature of business.) _____ Occupation/Position _____ Employment Status Employed Retired Self-Employed Non-Employed

Business Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

I am employed by, affiliated with, or am either a director or owner of one or more securities firms. Yes* No If yes, list _____ I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. Yes No If yes, list _____
(Company Symbol, e.g., SCHW, or Company Name) (Company Symbol, e.g., SCHW)

*Attach a written consent from your employer if employed by a securities firm.

3. Duplicate Statements and Trade Confirmations (Optional)

In addition to the company listed in Section 1, who should receive statements and trade confirmations? (Select one or more.)

Trustee

Select one: Statements only Trade confirmations only Both statements and trade confirmations

Name _____

Mailing Address _____ City _____ State _____ Zip Code _____

Participant (for segregated accounts only)

Select one: Statements only Trade confirmations only Both statements and trade confirmations

Other (if applicable)

Select one: Statements only Trade confirmations only Both statements and trade confirmations

Name _____

Mailing Address _____ City _____ State _____ Zip Code _____

4. Certification of Trustee

By signing the certification in Section 1.1, each Trustee (the "Trustees") certifies that the representations and warranties in the attached Certification of Trust are true and complete.

5. Electronic Delivery (eDelivery) Enrollment

Schwab Institutional® offers electronic delivery of your account statements and trade confirmations. Once enrolled, you will receive notifications via email that your statements and confirmations are available via Schwab's secure website, schwaballiance.com. Enrolling in eDelivery may also qualify you for lower online equity trades. Please consult with your Investment Advisor and/or the *Charles Schwab Institutional Pricing Guide* for more pricing details.

To begin enrollment in eDelivery, provide your email address below and Schwab Institutional will send you an email providing instructions on how to complete your enrollment and electronically consent to eDelivery via schwaballiance.com.

Email address: _____

For Charles Schwab Use Only _____
 Account Number _____



6. Employee Participant Information (if applicable)

First Name	Middle	Last	Are you known by another name? (Specify.)	
Home Street Address (no P.O. boxes, please)		City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		City	State	Zip Code
Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Home Telephone Number	Business Telephone Number	Cellular Telephone Number
<input type="radio"/> USA <input type="radio"/> Other	<input type="radio"/> Other		<input type="radio"/> USA <input type="radio"/> Other	
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)			Country of Legal Residence	
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID				
Identification Type (Complete only if not a U.S. citizen.)	Identification Number	Place of Issuance	Issue Date	Expiration Date
Employer Name/Industry (If self-employed, indicate nature of business.)		Occupation/Position		Employment Status
		<input type="radio"/> Employed <input type="radio"/> Retired <input type="radio"/> Self-Employed <input type="radio"/> Non-Employed		
Business Street Address (no P.O. boxes, please)		City	State	Zip Code
I am employed by, affiliated with, or am either a director or owner of one or more securities firms. <input type="radio"/> Yes* <input type="radio"/> No If yes, list _____		I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. <input type="radio"/> Yes <input type="radio"/> No If yes, list _____		
		(Company Symbol, e.g., SCHW, or Company Name)		(Company Symbol, e.g., SCHW)

*Attach a written consent from your employer if employed by a securities firm.

7. Choose Your Cash Feature

Please select below one eligible Sweep Money Fund that may allow you to earn income on the free credit balances in your brokerage account. Eligibility for each Sweep Money Fund is indicated below. For additional information on the eligibility rules for, and important disclosures about, the various alternatives to earn income on your cash, please see the Cash Features Disclosure Statement for Schwab Institutional®. If you do not select a Sweep Money Fund, select more than one Sweep Money Fund, or select a Sweep Money Fund for which you are not eligible, you instruct Schwab to designate your indication of interest as the Schwab Money Market Fund™. Schwab may make this designation without providing any advance notice to you.

Select only one of the following:	Available to:
<input type="radio"/> Schwab Money Market Fund (SWMXX)	All Clients
<input type="radio"/> Schwab Government Money Fund™ (SWGXX)	Clients with Household Balance [†] >\$100,000
<input type="radio"/> Schwab Advisor Cash Reserves®–Sweep Shares (SWQXX)	Clients with Household Balance [†] >\$500,000
<input type="radio"/> Schwab Advisor Cash Reserves–Premier Sweep Shares (SWZXX)	Clients with Household Balance [†] >\$1,000,000

[†]Your Household Balance includes all of your accounts at Schwab that have been linked in accordance with Schwab's householding guidelines.

Your selection of a Sweep Money Fund is considered a request for a prospectus. It is an indication of interest only, and you are not obligated to buy any shares. Please read the prospectus carefully. Sweep Money Funds ARE NOT FDIC-INSURED, MAY LOSE VALUE AND ARE NOT BANK-GUARANTEED.

8. Optional Checks

If you would like to order Schwab One® checks, indicate the Trust name and address. Note: Checks are only available to authorized Trustees, not Employee Participants.

Trust Name
Mailing Address City State Zip Code
Special Information (if any)

9. Authorizations (Please initial all areas that apply to this account.)

Any of these authorizations may be revoked by providing notice to Schwab. All Trustees listed in Section 2 must initial the information below. If applicable, Employee Participant must initial below as well. (An "X" is not sufficient.)

Trustee Co-Trustee Co-Trustee Co-Trustee Participant/Co-Trustee
Trustee Co-Trustee Co-Trustee Co-Trustee Participant/Co-Trustee
Trustee Co-Trustee Co-Trustee Co-Trustee Participant/Co-Trustee

Trading and Disbursement Authorization. I authorize Schwab (1) to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Company Retirement Account Application Agreement; (2) to disburse assets for investment purposes or to me personally, as instructed by IA; and (3) to remit checks, wire funds and otherwise to make disbursements of funds held in the account (i) to banks, broker-dealers, investment companies or other financial institutions for credit to an account of identical registration, or (ii) to me at my address of record.
Trading Authorization. I authorize Schwab to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Company Retirement Account Application Agreement.
Fee Payment Authorization. I authorize Schwab to pay investment advisory and related fees to IA from my account in the amount of my IA's instructions.

10. Issuer Communications and Related Actions

If you have granted your IA trading authority over your account, and your IA exercises investment discretion for you pursuant to an advisory contract, you can appoint your IA to be sent certain issuer and issuer-related communications (proxies, tender offers, proposed mergers, rights offerings, exchange offers and warrants, among other things) that may require a voting decision or other action regarding investments held in your account.

If you appoint your IA below, your IA will, regarding only those voting decisions or other action communications sent to your IA: (i) be requested to vote proxy ballots; (ii) be requested to provide instructions regarding corporate reorganizations and other corporate actions; and (iii) be sent certain prospectuses and annual reports and other communications. In these cases, you will be authorizing your IA to make all voting decisions and take all actions on your behalf. You will not be sent informational copies of these communications.

Even if you appoint your IA below, you may still be sent certain other issuer and issuer-related communications regarding investments held in your account. You agree that you will be responsible for providing Schwab any applicable instructions or directions on those items.

Please select only one:

- Yes. I appoint my IA and I will fulfill my responsibilities, as described above. I instruct Schwab not to disclose my name, address and securities positions to any issuer of securities held in my account.
No. I do not appoint my IA as described above. I wish to be sent all issuer and issuer-related communications, make all voting decisions and take all actions described above. I understand that any issuer of securities held in my account may request that Schwab disclose to it my name, address and securities positions in that issuer.

If you selected "No" above, please select one:
My IA should / should not be sent informational copies of any issuer or issuer-related communications.

If you do not select either "Yes" or "No" above, Schwab will deem you to have indicated "No," but informational copies of issuer and issuer-related communications may be sent to your IA.

For Charles Schwab Use Only
Account Number



11. Authorization to Open Account

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with Schwab will be governed by the Application Agreement and

all incorporated agreements and disclosures, including, but not limited to, the Company Retirement Account Application Agreement and the *Charles Schwab Institutional® Pricing Guide*, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining and engaging in transactions.

For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

I certify under penalty of perjury that (1) the number shown on this Application is my correct taxpayer number; (2) I am not subject to back-up withholding because (a) I am exempt from back-up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back-up withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to back-up withholding; and (3) I am a U.S. person (including a U.S. resident alien). (I understand that if I have been notified by the IRS that I am subject to back-up withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that back-up withholding is terminated, I must strike or cross out the information contained in item 2 above.) The IRS does not require my consent to any provision of this document other than the certification required to avoid back-up withholding.

The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in the Required Arbitration Disclosures and Arbitration Agreement sections, pages 3 and 4, of the Company Retirement Account Application Agreement.

All Trustees listed in Section 2 must sign here. If applicable, Employee Participant listed in Section 6 must sign here.

▶ _____ Signature: Trustee	_____ Print Name	Date _____ (mm/dd/yyyy)
▶ _____ Signature: Co-Trustee (if applicable)	_____ Print Name	Date _____ (mm/dd/yyyy)
▶ _____ Signature: Co-Trustee (if applicable)	_____ Print Name	Date _____ (mm/dd/yyyy)
▶ _____ Signature: Co-Trustee (if applicable)	_____ Print Name	Date _____ (mm/dd/yyyy)
▶ _____ Signature: Participant (if applicable)	_____ 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.

In our capacity as Trustees, and, if applicable, all Co-Trustees (collectively known as "Trustees") of the Trust, Trustees hereby request that Charles Schwab & Co., Inc. ("Schwab") open a Brokerage Account on behalf of the Trust listed in Section 1 of this Company Retirement Account Application. Trustees agree to read and be bound by the terms of the Account Agreement (which includes information on the Cash Account, Schwab One® services, Sweep Money Funds, the Margin and Short Account, the Disclosure of Credit Terms and Policies, the Schwab StockBuilder Plan®, and other written agreements between the Trustees and Schwab), and Trustees agree to be bound by the terms of the Account Agreement that apply to the Brokerage Accounts as currently in effect and as amended from time to time. If, in the future, Trustees add features to this Account governed by the foregoing agreements (e.g., Money Fund or covered options), including changing to another type of account offered by Schwab, Trustees agree to be bound by their terms and conditions. If Trustees do not receive or understand the Account Agreement, Trustees will notify Schwab. Trustees acknowledge that Schwab does not give legal or tax advice, and will not advise the Trustees concerning the nature, potential value or suitability for the Trust of any particular security, transaction or investment strategy.

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

Certification of Trust

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).
- 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 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.

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).

Tax Certification. Trustees certify under penalty of perjury that (1) the number shown on this Application is the correct taxpayer identification number required for the Trust, and (2) that the Trust is not subject to backup withholding because the Trust is an organization exempt from federal income tax under section 501(a) of the Internal Revenue Code.

Role of Charles Schwab & Co., Inc. I acknowledge and agree that: Schwab will merely carry out transactions as directed by me and/or Investment Advisor ("IA") as the case may be; I (and not Schwab) am responsible for investigating and selecting IA; IA is not affiliated with, or controlled or employed by, Schwab; and Schwab has no duty to supervise or monitor trading by me or by IA in my Account. Schwab will send me written confirmations of my trades executed through Schwab and monthly statements of all activity in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of IA's employees are associated with a member of the Financial Industry Regulatory Authority (FINRA), NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request.

Trustee further acknowledges and agrees that:

- Schwab has no duty to review the documents under which the Plan is maintained, to update these documents, or to request a determination letter from the Internal Revenue Service concerning the Plan documents.
- Schwab has no duty to determine or review allocations of contributions among participants, or to perform any recordkeeping functions for the Plan.
- Schwab has no duty to review Plan investments for compliance with ERISA (including determining whether any investments constitute prohibited transactions under ERISA) or to determine whether Plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan.
- Schwab has no duty to assist in complying with any obligations that may be imposed under ERISA, including, without limitation, the reporting, participant disclosure or bonding requirements of ERISA.
- Schwab has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange.
- Schwab has no duty to assist in complying with any legal obligations that may apply to distributions from the Plan, to determine whether any distributions are required under the "required minimum distribution" rules of the Internal Revenue Code, to determine whether any distributions that Schwab may be instructed to make are properly authorized under the terms of the Plan, or to review any beneficiary designations that may be made by Plan participants.

If my IA and/or I direct Schwab to act as custodian of nonpublicly traded assets, I

acknowledge and agree: (1) that nonpublicly traded assets generally lack a liquid market and that the value of such assets may be difficult to ascertain; (2) that any estimated value reflected on my account statement or other communication from Schwab is for informational purposes only and may be significantly different from the actual market value or the liquidation value of such assets; (3) that Schwab has no responsibility for, nor does Schwab guarantee the accuracy of, any such valuation of assets, even if the assets have been valued by a pricing service selected by Schwab; (4) that Schwab may require that I sign an addendum to my Account Agreement if Schwab agrees, in the exercise of its discretion, to accept custody of any nonpublicly traded assets in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request.

I acknowledge, understand and agree that (1) Network member advisors pay Schwab fees to be members; (2) Network member advisors, including IA, are independent and not employees or agents of Schwab; (3) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (4) an IA's membership in Schwab Advisor Network® does not change that (A) I am solely responsible for (i) the decision to hire IA, (ii) what authority to give IA and (iii) evaluating IA's services and performance; and (B) Schwab (i) does not supervise IA and (ii) takes no responsibility to monitor IA's performance or transactions in the Account.

Trading Authorization. If I have indicated on this Account Application that the Investment Advisor ("IA") named above, which I understand may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account, will have the authority to direct Schwab to execute trades in my Account, I authorize Schwab to accept instructions from IA regarding my Account, and to take all other actions necessary or incidental to the execution of such instructions, as IA shall direct. If my Account has a margin feature, Schwab is authorized to accept instructions from IA to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account, and to secure the performance of obligations in the Account with any assets held in the Account (the "Account Assets"). If my Account is authorized for option trading, Schwab is authorized to accept instructions from IA to purchase and sell (write) index participation contracts and covered and uncovered option contracts on securities and securities-related indexes, up to my approved level of options trading strategy. Schwab, and other people to whom Schwab has given instructions in order to implement the IA's instructions, may rely on IA's instructions without obtaining my approval, counter-signature or co-signature. IA's authority will include, without limitation: the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, covered and uncovered options (if I have authorized trading covered and uncovered options, and only up to my approved level of option trading strategy), mutual fund shares, evidences of

indebtedness and any other securities, instruments or contracts relating to securities.

I authorize Schwab to take such actions as Schwab deems reasonably necessary to carry out instructions Schwab receives from me and/or IA. I further authorize Schwab, acting upon IA's instructions, to aggregate transaction orders for my Account with orders for one or more other accounts over which IA has trading authorization or to accept or deliver assets in transactions executed by other broker-dealers where IA has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

Fee Payment Authorization. If I have indicated on this Application that my IA will have fee payment authority over my Account, I authorize Schwab to pay investment advisory and related fees from my Account to my IA in the amount of my IA's instructions. I have authorized my IA in writing to receive fee payments directly from my Account. Schwab may rely on the instructions submitted by my IA, and will have no responsibility to confirm those instructions with me or verify the fees. Schwab may redeem money market fund shares in my Account to the extent necessary to pay these fees. My IA's fees debited from my Account will appear on Schwab's statements of my Account.

Disbursement Authorization. If I have indicated on this Application that my IA will have trading and disbursement authority over my Account, I authorize Schwab to disburse assets from my Account for investment purposes, and funds to me personally, as instructed by my IA. On my IA's instruction, Schwab is authorized to remit checks, wire funds, and otherwise make disbursements of funds held in my Account to: (1) banks, other broker-dealers, investment companies or financial institutions to, or for credit to, an account of identical registration; or (2) me at my address of record.

Termination of Authorizations. The authorizations I have granted in this Account Agreement will remain effective until I or IA have revoked or terminated any of them by giving notice to Schwab, either by mail, telephone, facsimile, telegraph, messenger, electronic mail, voice mail or otherwise; provided, however, that Schwab reserves the right to require written notice or confirmation that such authorization has been terminated or revoked. I understand that I may revoke or terminate all authorizations or designations conferred herein at any time. Unless revoked or terminated by me, all authorizations and designations conferred herein to IA shall continue to apply to IA's successors or assigns. Such revocation will not affect my obligation resulting from transactions initiated prior to Schwab's receipt of such notice. I understand that if Schwab terminates its Investment Manager Service Agreement with IA, Schwab will not be obligated to honor any further instructions from IA; I will have exclusive control over, and responsibility for, my Account; and unless Schwab notifies me otherwise, my Account will become a Schwab retail brokerage account subject to all terms and conditions applicable thereto, including fees and commissions, investment products and other

services available to Schwab retail customers. Schwab will notify me as soon as reasonably possible after any such termination.

Limited Power of Attorney for Participant-Directed Accounts. In our capacity as Trustee and, if applicable, all Co-Trustees (collectively known as "Trustees") of the Trust, if the Trustee(s) have indicated in Section 1 that Trustee(s) wish(es) to authorize Participants to direct investments for their segregated accounts, Trustees hereby request that Schwab open Brokerage Accounts, with respect to each Plan Participant, a complete list of which will be furnished to Schwab, on behalf of the Trust listed in Section 1 of this Company Retirement Account Application. The Trustees hereby grant to each Participant signing a Limited Power of Attorney ("LPOA"), the authority with respect to such Participant's account set forth below. Trustees agree and acknowledge that:

- Schwab will merely effect trades as directed by Participant.
- Schwab does not give legal or tax advice, and will not advise the Participant about the nature, potential value or suitability for the Trust of any particular security, transaction or investment strategy.
- Schwab has no duty to supervise or monitor trading by the Participant in the Brokerage Account.

The Participant and Schwab agree that the authority conferred on Participant by the LPOA Authorization to the Participant concerning a Schwab Individually Directed Retirement Account Application (the "LPOA") shall be exercised in accordance with the following terms and conditions.

Authorization to Trade for Brokerage Account. Participant may place trading orders for the Brokerage Account pursuant to the LPOA. The Trustees may revoke the LPOA at any time by giving written notice to Schwab. Participant agrees not to take any actions that exceed its authority under the LPOA or any other agreement between Participant and the Trustees.

Suitability. From time to time, Schwab may make available investment research and information ("Schwab research"). Trustees and Participant agree and acknowledge that they and their IA are responsible for the transactions in the Account, including assessing the suitability of transactions for the Account, even if Schwab research was used in making the investment decisions for the Account.

Compliance with Applicable Law and FINRA Rules of Conduct. Participant will comply with all applicable state and federal securities laws (including ERISA). Further, Participant represents and warrants that, unless Participant has given Schwab written notice to the contrary, Participant is not "associated" with a member of FINRA within the meaning of Rule 3050 of FINRA's Rules of Fair Conduct. Participant agrees to give Schwab prompt written notice if Participant later becomes so associated.

Indemnification. Participant will indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to (1) their reliance on this Account

Agreement; (2) Schwab's execution of IA's instructions; (3) any breach by participant of any provision of this Agreement; and (4) any dispute between Participant and Trustees.

Verification. I authorize Schwab to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of my spouse, if I live in a community property state) at Account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Trade Confirmations and Account Statements. Unless the Trustees direct otherwise, Schwab will send trade confirmations and account statements to the Participant and, if requested by the Trustees, to the Trustees.

Sale of Control or Restricted Securities. Before instructing Schwab to sell securities that are:

- "Restricted securities" or securities of an issuer of which the Participant or the Trustee is an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933), or
- Securities that are being sold in reliance on Rule 145(d) under such Act,

the Participant agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab may request in connection with Schwab's regulatory duties. Participant agrees not to tender any such securities as collateral for an obligation the Trustees or the Participant owe Schwab, unless the Trustees and the Participant first obtain Schwab's written consent.

Products and Services Provided to IA. Schwab may provide IA, at no fee or at a discounted fee, with research, software and other technology, information and consulting services and other products and services that benefit IA. Schwab's provision of these products and services to IA may be based upon clients of IA placing a certain amount of assets in their brokerage accounts at Schwab (i.e., custodial assets at Schwab) within a certain period of time. IA may be influenced by this commitment in recommending or requiring that its clients establish brokerage accounts at Schwab. These products and services may not necessarily benefit my Account.

Pricing. Schwab and IA may agree to pricing (including commissions and transaction account and service fees) for my Account and IA's other clients' accounts at Schwab based upon the nature and scope of business that IA transacts with Schwab, including the current and future expected amount of IA's clients' assets custodied at Schwab, the types of securities managed by IA and/or expected frequency of IA's trading. Schwab may change this pricing if the nature and scope of business that IA transacts with Schwab changes or does not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab not to exceed Schwab's standard pricing as published in the then-current *Schwab Institutional® Pricing Guide*.

Schwab's Privacy Policy and Disclosure of Information. Schwab respects your privacy. Schwab will use the information you provide to open and

service your Account, to communicate with you when necessary, to provide you with additional information about products and services and to provide to your IA, and certain third parties as your IA directs Schwab, information as provided in this Application. Pursuant to your Account Agreement, Schwab may disclose information about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

Schwab One® Accounts. I request PNC Bank to issue checks as indicated on this Account Application. I authorize Schwab to make inquiries for the purpose of verifying my creditworthiness. Such inquiries may include verifying information I have given in my Account Agreement and obtaining credit reports. I further authorize Schwab to disclose information to others about me and my accounts when it is necessary for completing transactions; to comply with a government agency request or court order, such as the IRS or the SEC; to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; and as otherwise authorized by the Schwab One Account Agreement.

Required Arbitration Disclosures. Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers, including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible

national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.

- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.

Information About SIPC. To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.