

3. 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.

4. 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: _____

5. Authorizations

(Any of these authorizations may be revoked by providing notice to Schwab. Please initial the authorizations granted below. An "X" is not sufficient.)

Account Holder **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 Individual 401(k) Account Application Agreement.

Account Holder **Fee Payment Authorization.** I authorize Schwab to pay investment advisory and related fees to IA from my account (or another account registered to my name over which I have granted IA fee payment authorization) in the amount of my IA's instructions.

6. 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.

7. Beneficiary Designation

When you die, the value in your Individual 401(k) account will become the property of the primary beneficiary, if he or she survives you; or, if no primary beneficiary survives you, the contingent beneficiary. If no designated beneficiary survives, or if the custodian cannot locate the beneficiary, the custodian will distribute the interest in your account to your spouse, if living; or, if your spouse isn't alive, your estate.

If you choose more than one primary beneficiary, and one or more, but not all, survive you, each surviving primary beneficiary will receive a share of the account value determined by multiplying the total value by a fraction in which the numerator is the percentage to be distributed to the particular primary beneficiary as shown below; the denominator is the total percentage for all surviving primary beneficiaries as shown below. If no primary beneficiary survives you, surviving contingent beneficiaries will share in the benefits in the same way as described for multiple primary beneficiaries.

If you don't indicate share percentages, the custodian will divide the account value equally among all beneficiaries designated.

If Schwab determines that your beneficiary designations are not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the party or parties who will receive the distribution, Schwab has the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of the account, all at the expense of the account, before distributing or transferring the account.

You may revoke or change this beneficiary designation at any time by providing a new form to Schwab. It will become effective when Schwab receives it. If you're married, any change to this designation will revoke your spouse's consent to it.

Indicate Your Marital Status. (If neither circle is checked, your marital status is assumed to be "Single.")

Single Married. If you are married and wish to designate someone other than, or in addition to, your spouse as a primary beneficiary, you must obtain your spouse's written consent in the presence of a notary public.

Designate Your Beneficiary. I hereby designate the person(s) below as my beneficiary(ies):

Type of Beneficiary	Name (First) (MI) (Last)	Relationship	Social Security Number or Tax ID	Date of Birth (mm/dd/yyyy)	Share (%) (must add up to 100% per beneficiary type)
<input type="radio"/> Primary <input type="radio"/> Contingent		<input type="radio"/> Spouse <input type="radio"/> Non-Spouse Individual <input type="radio"/> Trust <input type="radio"/> Estate or Other Entity			
<input type="radio"/> Primary <input type="radio"/> Contingent		<input type="radio"/> Spouse <input type="radio"/> Non-Spouse Individual <input type="radio"/> Trust <input type="radio"/> Estate or Other Entity			
<input type="radio"/> Primary <input type="radio"/> Contingent		<input type="radio"/> Spouse <input type="radio"/> Non-Spouse Individual <input type="radio"/> Trust <input type="radio"/> Estate or Other Entity			
<input type="radio"/> Primary <input type="radio"/> Contingent		<input type="radio"/> Spouse <input type="radio"/> Non-Spouse Individual <input type="radio"/> Trust <input type="radio"/> Estate or Other Entity			

Consent of Spouse

I hereby consent to the above designation of beneficiary. I understand that if anyone other than me is designated as primary beneficiary on this form, I am waiving rights I may have to receive benefits under the plan when my spouse dies. **Note:** This signature must be witnessed by a notary public.

Spouse Signature _____ Print Name _____ Date _____ (mm/dd/yyyy)

State of _____, County of _____ On _____ (mm/dd/yyyy) before me, _____ (Name and Title of the Notarizing Officer), personally appeared _____ (Name of Person[s] Signing Instrument), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.* I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Notary Public _____ Expiration Date _____ (Signature of Notarizing Officer) (mm/dd/yyyy)	(NOTARY SEAL)
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*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.

For Charles Schwab Use Only _____
Account Number _____



8. 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 Account Application Agree-

ment and all incorporated agreements and disclosures, including, but not limited to, the Individual 401(k) Account 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 1 and 2, of the Individual 401(k) Account Application Agreement.

Account Holder Signature _____ 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.

- (1) I understand that Schwab will invest and reinvest the assets in my Schwab Individual 401(k) Account only as directed by me or my Investment Advisor ("IA") named above, which I understand may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account. Schwab will automatically hold all securities I purchase, as well as all sale proceeds, dividends and interest. Schwab will not give legal or tax advice. From time to time, Schwab may make available investment research and information ("Schwab research"). Trustees and Participants 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.
- (2) I understand that I will earn income on funds invested in the Schwab Money Fund designated on this Application in accordance with the terms of the Prospectus of said fund.
- (3) I understand that by investing in mutual funds through Charles Schwab, I am required to invest a specified minimum amount and subsequent minimums thereafter. Until sufficient minimum requirements have been met, I understand that my deposits will be held in the Money Fund that I've chosen.
- (4) I acknowledge, understand and agree that (A) Schwab Advisor Network® member advisors ("Network member advisors") pay Schwab fees to be members; (B) Network member advisors are independent and not employees or agents of Schwab; (C) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (D) an IA's membership in Schwab Advisor Network does not change that (i) I am solely responsible for (a) the decision to hire IA, (b) what authority to give IA and (c) evaluating IA's services and performance; and (ii) Schwab (a) does not supervise IA and (b) takes no responsibility to monitor IA's performance or transactions in the Account.

I agree to read and be bound by the terms of the Schwab Individual 401(k) Account Agreement and any other agreements which relate to my Account and all amendments to each.

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 amounts 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 *Charles 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.

Trading Authorization. If I have indicated on this Schwab Individual 401(k) Account Application that IA 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 is authorized for option trading, Schwab is authorized to accept instructions from IA to purchase and sell (write) covered option contracts on securities, 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, options (if I have authorized trading options), 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 (or another account registered to my name over which I have granted IA fee payment authorization) 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 to 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 (or another account registered to my name over which I have granted IA fee payment authorization).

Indemnification. I agree to 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 application; or (2) Schwab's execution of my or my IA's instructions. This indemnification shall apply to the fullest extent allowed under ERISA.

Verification. I authorize Schwab to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), credit-worthiness 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.

Suitability. From time to time, Schwab may make available investment research and information ("Schwab research"). I agree and acknowledge that my IA and I are responsible for the transactions in my Schwab Individual 401(k) Account, including assessing the suitability of transactions for my Schwab Individual 401(k) Account, even if Schwab research was used in making the investment decisions for my Schwab Individual 401(k) Account.

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. 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.