

*Nationwide Trust Company, FSB*  
Three Nationwide Plaza  
Columbus, Ohio 43215  
("Home Office")

**Custodial Agreement**  
**For plans under**  
**Section 457 of the Code**  
**(The "Agreement")**

This Agreement, including the SDB Schedule, is made and entered into by and between Nationwide Trust Company, FSB (the "Custodian"), a federal savings bank chartered by and under the supervision of the Office of Thrift Supervision of the U.S. Department of Treasury, and the Plan Sponsor as designated below.

**Funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC") merely because the Custodian is a federal savings association the accounts of which are covered by such insurance. Only investments in the accounts of a federal savings association are insured by the FDIC, subject to its rules and regulations.**

\_\_\_\_\_  
(The "Plan Sponsor"),

pursuant to its

\_\_\_\_\_  
(The "Plan"),

with the intent to establish the

**Custodial Account**  
(The "Custodial Account").

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers.

**NATIONWIDE TRUST COMPANY, FSB**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Custodian

[Signatures Continued On Next Page]

Contact Name

Address

Address

City, State, Zip

Date \_\_\_\_\_

(Signature of Plan Sponsor)

**PURPOSE**

The Plan Sponsor, hereby adopts this Agreement on behalf of the Plan and appoints Nationwide Trust Company, FSB as Custodian of the Custodial Account. Nationwide Trust Company, FSB hereby accepts such appointment as Custodian, acknowledges that it assumes the duties established by this Agreement and agrees to be bound by the terms contained herein.

The Plan Sponsor hereby advises the Custodian that the Custodial Account shall be funded in accordance with the provisions of Section 2.2 of this Agreement. The Plan Sponsor hereby authorizes the Custodian to take whatever action may be required to establish and maintain a SDBA designated by the Plan Sponsor under this Agreement.

The Plan Sponsor hereby advises the Custodian that Nationwide Retirement Solutions, Inc. and/or National Deferred Compensation, Inc. (hereinafter collectively referred to as "Administrator") have been selected to provide administrative services for the Plan and are authorized to provide direction to the Custodian on behalf of the Plan.

The Plan Sponsor has adopted an employee benefit plan for its employees pursuant to various provisions of the Internal Revenue Code of 1986, as amended (the "Code"). The Plan Sponsor hereby represents and warrants that the Plan and this related Custodial Account is intended to be tax-exempt under Code Section 457. The Plan Sponsor agrees to use its best efforts to operate the Plan in accordance with the then applicable requirements of the Code.

The Plan Sponsor hereby represents and warrants that the employer of those individuals eligible to participate in the Plan meet the criteria of eligible employees as set forth in Section 457 of the Code.

**ARTICLE I**

**1.1 Intended Use of Custodial Account**

The Plan Sponsor intends that the Custodial Account created by this Agreement shall hold legal title to assets of the Plan Sponsor's eligible deferred compensation plan as required by Code Section 457(g).

**ARTICLE II—THE CUSTODIAL ACCOUNT**

**2.1 Construction of Plan and Custodial Account Agreement**

The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Plan Sponsor represents to the Custodian that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform with the provisions of this Agreement, the Plan Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan and Custodial Account in cases of conflict.

**2.2 Assets of the Custodial Account**

The assets of the Custodial Account shall consist only of:

- a) assets held in a self-directed brokerage account ("SDBA"),

The Custodial Account is not insured by the FDIC, and is not a deposit or other obligation of the Custodian and is not guaranteed by the Custodian. The Custodial Account is subject to investment risks, including possible loss of principal. The value of the Custodial Account may increase or decrease in accordance with the performance of the various investments included in the Custodial Account.

The Custodian, as of the Effective Date, agrees to hold and administer the Custodial Account for the uses and purposes and on the terms and conditions set forth in this Agreement except as otherwise specified in Section 3.4.

**2.3 Contributions**

The Custodian shall not be under any duty to require payment of any contributions to the Custodial Account or to see that any payment made to it is computed in accordance with the provisions of the Plan, or otherwise be responsible for the adequacy of the Custodial Account to meet and discharge any liabilities under the Plan.

The discontinuance of contributions to the Custodial Account shall not terminate the Custodial Account with regard to the assets then held by the Custodian or operate to accelerate any payments or distributions to or for the benefit of participants or their beneficiaries. The Custodian shall continue to administer the Custodial Account in accordance with this Agreement until all obligations are discharged and satisfied.

**ARTICLE III—RESPONSIBILITIES OF THE CUSTODIAN**

**3.1 General Administrative Responsibilities and Powers**

The Custodian is authorized and empowered to take any action set forth below with respect to the Custodial Account:

- a) to accept instructions from the Plan Sponsor or Administrator regarding the allocation, distribution or other disposition of the Custodial Account and all matters relating thereto;
- b) to cause any portion or all of the Custodial Account to be issued, held, or registered in the individual name of the Custodian, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law or to be held in the name of another Custodian (however, the records of the Custodian shall indicate the true ownership of such property);
- c) to employ such agents and counsel, including legal counsel, as the Custodian determines reasonably necessary in managing and protecting the assets of the Custodial Account, in handling controversies under any section of this Agreement, or in defending itself successfully and to pay such agents and counsel compensation out of the Custodial Account unless such compensation is otherwise paid;
- d) to commence, maintain, or defend any litigation necessary in connection with the administration of the Custodial Account, except that the Custodian shall not be obligated to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;
- e) ~~to hold part or all of the Custodial Account uninvested as may be necessary or appropriate;~~
- f) to forward to the Plan Sponsor, for exercise, all proxies solicited; to vote, on behalf of the Plan and in accordance with the instructions provided by the Plan Sponsor, all proxies that are returned by the Plan Sponsor; and to abstain from voting proxies that are not returned by the Plan Sponsor; and
- g) do all other acts necessary or desirable for the proper administration of the Custodial Account.

### 3.2 Investment Responsibility of Custodian

The Custodian shall have no investment management responsibility with respect to the Custodial Account or any other assets held under the Plan, including; but not limited to, the selection of the SDBA. Payments made by the Plan Sponsor to the Custodian or received by the Custodian from any other source shall be allocated in accordance with written instructions received from the Plan Sponsor or Administrator.

The Plan Sponsor shall have all power over and responsibility for the selection of investment vehicles and the management, disposition, and investment of assets of the Custodial Account, including, but not limited to, the selection of the SDBA. The Custodian shall comply with written instructions concerning those assets, subject to restrictions, if any, imposed by the SDBA and the operation of any securities markets. The Plan Sponsor shall not issue, and the Custodian shall have no obligation to comply with, directions that violate the terms of the Plan or this Agreement. Except as provided in this Agreement, the Custodian shall have no duty or responsibility to review, initiate action, or make recommendations regarding the Custodial Account and shall retain assets until directed in written instructions to dispose of them.

The Plan Sponsor is solely responsible for reading any and all prospectuses, final or specimen contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Custodial Account and any party, including contracts related to the SDBA.

The Custodian shall not be liable for any loss which results from exercise of investment decisions made by a Plan Sponsor, participant or beneficiary. If a participant who has investment authority under the terms of the Plan fails to provide directions, the Plan Sponsor, or its designee, shall direct the investment of the participant's account.

The Custodian shall have no duty or responsibility to review or make recommendations regarding investments made at the direction of the Plan Sponsor, Administrator, participant, or beneficiary and shall be required to act only upon receipt of proper written instructions or the direction of the participant or beneficiary in the manner designated by the Custodian.

No one providing investment advice to the Plan, the Plan Sponsor, participant or other party is acting as an agent of the Custodian for such purpose.

### 3.3 Rights of Custodian in SDBA

The Custodian shall exercise all rights and privileges granted under the SDBA, as directed by the Plan Sponsor. The Custodian shall have no discretion in the exercise of such rights and privileges and, consequently, shall have no responsibility for any action taken by it under the SDBA or for its failure to take such action.

Any decisions concerning the purchase, retention, or termination of a Plan's investment in the SDBA shall be made only by the Plan Sponsor or other party designated under the Plan. In no case will the Custodian have any responsibility for such decisions. The Custodian, upon receipt of written instructions from the Plan Sponsor or Administrator, will process requests for disbursements and withdrawals. Any notice of termination of Plan participation under the SDBA shall require the written instructions of the Plan Sponsor.

The foregoing authority of the Plan Sponsor to act and to direct the Custodian to act under the SDBA shall neither preclude nor interfere with the exercise by the Custodian of its rights and responsibilities under this Agreement. Accordingly, the Custodian shall be entitled at all times, without limitation, to deduct from the assets of the Custodial Account any amount which becomes

payable pursuant to Section 6.1, Section 6.2, or Section 7.2 of this Agreement, as specified in such sections.

**3.4 Limitation of Liability**

The Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions; it being understood that the Custodian shall use its best efforts to resume performance as soon as practicable under the circumstances.

**ARTICLE IV—SETTLEMENT OF ACCOUNTS**

**4.1 Custodial Account Records**

The Custodian or an affiliate shall maintain accurate records of the Custodial Account, and those records shall be available at all reasonable times to the Plan Sponsor.

The Custodian or an affiliate, at the direction of the Plan Sponsor, shall submit to the Plan Sponsor such reports or other information as the Plan Sponsor may reasonably require.

The report of the Custodian or an affiliate shall consist of a written account of an aggregate balance of the Custodial Account during that fiscal year or other designated period.

**ARTICLE V—RESPONSIBILITIES AND LIABILITIES**

**5.1 General**

The Plan Sponsor and the Custodian intend that each party shall be solely responsible for those specific duties, responsibilities, powers and obligations assigned to it under the Plan and this Agreement. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement and is not required to inquire into the propriety of any such direction, information, or action. A party shall be responsible only for its own acts or omissions and shall not be liable for the acts or omissions of other persons or entities.

The Custodian shall discharge its duties, responsibilities, powers and obligations under this Agreement solely in the interests of the participants and beneficiaries under the Plan, and for the exclusive purpose of providing benefits to such participants and beneficiaries and defraying the reasonable expenses of administering the Plan and Custodial Account, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Notwithstanding anything in this Agreement to the contrary, the Custodian shall not be required by the Plan Sponsor to engage in any action, or make any investment which is contrary to the provisions of the Code, other laws, or the terms of the Plan or this Agreement.

The Custodian may rely upon any information provided by the Plan Sponsor, and will have no responsibility for any errors arising from the operation of the computer or other administrative systems of the Plan Sponsor.

**5.2 Custodian Responsibilities with Respect to Assets Subject to Investment by Other Persons**

Except as noted in Sections 3.3 and 3.4, the Custodian shall have no obligations or duties with respect to the acquisition, retention, or disposition of any securities or other property of the Custodial Account. These obligations and duties have been assumed by the parties, other than the Custodian, designated under the Plan, or, if not so designated, by the Plan Sponsor.

The Custodian shall have no obligation or duty to respond to communications which relate to securities held in the Custodial Account (including, but not limited to, tender offers and class action communications) but shall transmit such communications to the Plan Sponsor, who shall take whatever action is required by the Plan.

The Custodian shall not be liable, in any manner or for any reason, for the making or retention of any investment. The Custodian shall not be liable for the Custodian's failure to invest or dispose of any or all of the Custodial Account in the absence of directions to make such investments. All investment decisions and liability, if any, are the responsibility of the Plan Sponsor or other fiduciaries designated in the Plan.

**5.3 Other Limitations on Custodian Responsibility**

The Custodian shall be responsible only for those functions which have been assigned to it under this Agreement. Except as expressly provided herein, and without limiting the foregoing, the Custodian, therefore, shall have no responsibility for the performance of any of the duties under the Plan of the Plan Sponsor.

The Custodian shall have no powers, duties, or responsibilities to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

The Custodian shall have no liability for the adequacy of contributions to the Plan and no responsibility to enforce the payment of such contributions. The Custodian may rely upon any information provided by the Plan Sponsor or Administrator.

**5.4 Reliance on Counsel and Indemnification**

The Custodian may from time to time consult with counsel (who may be counsel for the Plan Sponsor), and shall be fully protected in acting upon the advice of counsel in such instance.

To the extent permissible by law, the Plan Sponsor shall indemnify and hold harmless the Custodian, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

- a) acts or omissions to act with respect to the Plan or Custodial Account by persons unrelated to the Custodian, including, but not limited to, the Plan Sponsor and their agents, employees and officers ("unrelated persons");
- b) the Custodian's action or inaction with respect to the Plan or Custodial Account resulting from reliance on the action or inaction of unrelated persons, including directions to invest or otherwise deal with assets of the Custodial Account;
- c) any violation by any unrelated person of the provisions of the Code or the regulations thereunder, unless the Custodian commits a breach of its duties by reason of its gross negligence or willful misconduct;
- d) any violation or breach by any person associated with the Plan which occurred prior to the Effective Date; or

- e) the Custodian's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such liability or expense results from the misconduct or negligence of the Custodian or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement by the Plan Sponsor and their agents, employees and officers under this Agreement or otherwise related to the administration of the Custodial Account.

The Custodian shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

**5.5 Compliance with Instructions**

Except as otherwise provided in the Agreement, including any schedules, or written instructions received by the Custodian, any action to be taken by the Custodian hereunder that is to be taken upon instruction from the Plan Sponsor or Administrator shall be taken by the Custodian only with written instructions. The Custodian shall comply with such instructions. The Custodian shall incur no liability for any loss or breach of duty of any kind which may result from any action or failure of action on its part due to compliance with the written instructions of the Plan Sponsor or Administrator or a failure on the part of such persons or entities to give written instructions within a required period of time.

**5.6 Custodian Use of Affiliated Companies**

The Custodian may enter into agreements with its affiliates in performing responsibilities under this Agreement and information may be shared with affiliates of the Custodian. These affiliates include, but are not limited to Nationwide Life Insurance Company, Nationwide Investment Services Corporation and any other affiliate of the Custodian.

Investments made in the Gartmore Family of Funds in accordance with this Agreement, are managed by Gartmore SA Capital Trust and Gartmore Mutual Fund Capital Trust, affiliates of the Custodian, for which such affiliates derive investment management fees. Investments made in funds offered by Union Bond & Trust are managed by Union Bond & Trust, affiliates of the Custodian, for which Union Bond & Trust derives investment management fees.

**ARTICLE VI—PAYMENTS AND EXPENSES**

**6.1 Custodian Compensation and Expenses**

The Custodian will receive compensation for any extraordinary services or computations required as agreed upon by the Plan Sponsor and the Custodian in advance. The Custodian may withdraw amounts from the Custodial Account for its compensation and for any expenses it may incur pursuant to Section 7.2 of this Agreement, unless such amounts are paid within sixty (60) days after mailing of the written billing by the Custodian or an affiliate.

**6.2 Taxes**

The Custodian is authorized to pay from the Custodial Account assets all real and personal property taxes, income taxes and other taxes of any kind levied or assessed under existing or future laws against the Custodial Account, unless paid by the Plan Sponsor. The Custodian shall not be personally liable for any such taxes.

The Custodian shall notify the Plan Sponsor of any real or personal property taxes, income taxes or other taxes of any kind levied upon or assessed against the Custodial Account of which the Custodian has knowledge. If the Custodian does not receive written instructions within thirty (30) days of such notification, the Custodian will pay the tax from the Custodial Account. If the Plan Sponsor wishes to contest the tax assessment, it must give appropriate written instructions to the Custodian within thirty (30) days of notification. The Custodian shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Custodian has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

## ARTICLE VII—REPLACEMENT OF CUSTODIAN

### 7.1 Resignation and Removal

The Custodian may resign at any time after providing to the Plan Sponsor written instructions from an officer of the Custodian at least ninety (90) days in advance of the effective date of the resignation. The Plan Sponsor may remove the Custodian by delivery of written instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such written instructions to the Custodian.

### 7.2 Successor Custodian

Upon resignation or removal of the Custodian, the Plan Sponsor shall appoint a successor Custodian who shall then succeed to all the powers and duties given to the Custodian by this Agreement and the Plan Sponsor shall notify the Custodian of such appointment by written instructions. The Custodian shall transfer all property of the Custodial Account then held by it to such successor Custodian. The Plan Sponsor agrees to indemnify and hold the Custodian harmless from and against any liability or expense that it may incur as a result of its replacement as Custodian.

If either party to this Agreement has given notice of termination as provided under this Agreement, and upon the expiration of the advance notice period no successor custodian has been appointed and has accepted such appointment, the Custodian will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Custodial Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a new custodian may be appointed and accepts the transfer of the assets. The Plan Sponsor will be responsible for any costs incurred as a result of such transfer, as well as any expenses of the Custodian which are incurred in carrying out its duties under this Agreement in such a situation. The Custodian is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of its accounts and other proper expenses of the Custodial Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the successor custodian.

Upon receipt of the assets of this Custodial Account, the successor custodian shall become a successor party to this Agreement.

### 7.3 Other Responsibilities of Custodian upon Resignation or Removal

The Custodian shall deliver to the successor custodian all of the assets of the Custodial Account, subject to Section 7.2 of this Agreement, together with all records and other incidents of ownership needed by the successor custodian to properly administer the Custodial Account.

**ARTICLE VIII—AMENDMENT AND TERMINATION OF CUSTODIAL ACCOUNT**

**8.1 Amendments**

This Agreement may be amended at any time by written agreement signed by the Plan Sponsor and Custodian, provided that such amendment shall not operate:

- a) to cause any part of the Custodial Account to revert to or be recoverable by the Plan Sponsor or to be used for or diverted to purposes other than those for the exclusive benefit of the participants and their beneficiaries, except to the extent permitted by law and the Plan; or
- b) to reduce the then accrued benefits or the amounts then held for the benefit of any participant or beneficiary of the Plan.

Notwithstanding the other provisions of this section, the Custodian may amend the Agreement when, in the opinion of the Custodian, an amendment is necessary to protect the Custodian from adverse financial or operational impact due to any amendment to or modification of the Plan, changes in the administrative practices adhered to by the Plan, changes in investment options offered by the Plan, or the action of any legislative, judicial, or regulatory body, which impact the Agreement.

No person, except for an officer or other official of the Custodian, working in the Custodian's Home Office, address of which is provided on the first page of this agreement, to whom such authority has been delegated, has the authority to change this Agreement otherwise, or to bind the Custodian to other commitments not covered within this Agreement.

**8.2 Termination**

It is the intention of the Plan Sponsor that the Plan shall be permanently administered for the benefit of the participants and their beneficiaries, and defraying reasonable expenses of administering the Plan. However, at the discretion of the Plan Sponsor, this Custodial Account may be terminated at any time by the Plan Sponsor. Upon such termination, the assets of the Custodial Account shall be distributed by the Custodian as and when directed by the Plan Sponsor in written instructions. The Custodian is under no obligation to review such written instructions for compliance with the Plan document.

From the date of termination of the Custodial Account until the final distribution of the Custodial Account, the Custodian shall continue to have all the powers provided under this Agreement that are necessary or desirable for the orderly liquidation and distribution of the Custodial Account. No part of the Custodial Account may be used for, or diverted to, purposes other than those providing benefits to participants and their beneficiaries, and defraying the administrative expenses of the Plan until all Plan liabilities have been satisfied, except as provided in Section 9.3.

**ARTICLE IX—MISCELLANEOUS**

**9.1 Governing Law**

The Custodial Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Custodial Account shall be deemed to occur in Ohio.

**9.2 Successor and Additional Plan Sponsors**

If any successor to the Plan Sponsor continues the Plan it shall automatically become a successor party to this Agreement. The outgoing Plan Sponsor shall provide to the Custodian written instructions designating the successor Plan Sponsor.

**9.3 Contributions Not Recoverable**

Except as described in Section 9.4, under no circumstances shall any part of the Custodial Account be recoverable by the Plan Sponsor or be used other than for the exclusive purposes of providing benefits to participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to the participants and beneficiaries; provided, however, that

- a) a contribution by a Plan Sponsor or a participant made as a result of a mistake of fact shall be returned to the Plan Sponsor or participant within one (1) year after the contribution, if the Plan Sponsor so requests and to the extent the SDBA permit such a return of contributions.

As a condition to such repayment, the Plan Sponsor must execute, acknowledge, and deliver to the Custodian its written undertaking, in a form satisfactory to the Custodian, to indemnify, defend, and hold the Custodian harmless from all claims, actions, demands, or liabilities arising in connection with such repayment.

**9.4 Tax Status of Custodial Account**

It is intended that this Custodial Account shall be tax exempt under the Code and that the Plan shall be tax-exempt under Section 457 of the Code. The Plan Sponsor or Administrator is required to provide the Custodian with written instructions of any change in the tax status of the Plan. Such written instructions must be received by the Custodian no later than thirty (30) days after the Plan Sponsor has been notified of the change in tax status of the Plan.

**9.5 Alienation**

No person entitled to any benefit under this Custodial Account and the Plan shall have any right to assign, alienate, hypothecate, or encumber his or her interest in any benefits under this Agreement and those benefits shall not in any way be subject to the claims of his or her creditors or liable to attachment, execution, or other process of law unless otherwise allowed by the plan document or federal tax law.

**9.6 Severability**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be fully effective.

**9.7 Disputes under the Agreement**

Except as provided in Section 7.2, all disputes arising out of or in connection with this Agreement will be settled by arbitration, to be conducted pursuant to the rules of the American Arbitration Association. Such arbitration proceedings and hearings will take place only in Franklin County, Ohio. To the extent not preempted by federal law, Ohio statutory law (including without limitation the statutes governing the award of damages and arbitration) and Ohio common law will apply during arbitration. All parties to this Agreement waive any right any of them may have to institute or conduct litigation or arbitration in any other form or location, or before any other body. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be entered in any court having jurisdiction on the parties.

**9.8 References**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

**9.9 Headings**

The headings and subheadings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction of its provisions.

**9.10 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**9.11 Effective Date of Agreement**

This Agreement shall take effect on the Effective Date. Prior to the Effective Date, the Custodian shall have no responsibility hereunder.

**Nationwide Trust Company, FSB**

**Self-Directed Brokerage Account Option Schedule  
(The "SDB Schedule")**

This SDB Schedule is attached to the Agreement for the Plan hereby authorizing the Custodian to establish a Self-Directed Brokerage Account on behalf of such designated Plan.

**PURPOSE**

The Custodian has entered into an arrangement with a provider of Self-Directed Brokerage Accounts ("SDBA(s)"). By selecting the SDBA option, the Plan Sponsor certifies that the Plan is consistent with this schedule and allows for participant direction in whole or part.

**DEFINITIONS**

Whenever used in this SDB Schedule, all capitalized or defined terms shall have the meaning set forth in this SDB Schedule and, if not defined in this schedule, shall have the meaning set forth in the Agreement to which this schedule is attached.

**Self-Directed Brokerage Account(s)**

Accounts, consisting of securities regularly traded on one or more exchanges other than those securities specifically excluded pursuant to the terms of this schedule, selected by a participant as investments under the plan are held. Such accounts will be offered by a registered broker/dealer (the "SDBA Provider") which will also serve as sub-custodian of securities held in the account.

**FUNDING VEHICLE RESTRICTIONS**

Securities held in SDBA cannot be the sole investment option for the Plan. Additionally, certain securities and transactions are not available through the SDBA, including margin trading, options and futures (including commodities), currencies and foreign securities, precious metals, short sales, limited partnerships (other than publicly traded limited partnerships), tax-exempt securities, and unit investment trusts. Investments in employer securities as defined in Section 407 of ERISA are also not allowed.

**ACCOUNT SET-UP**

Prior to investing through a SDBA, participants must first establish a Plan sub-account with the SDBA Provider, which may be done in accordance with procedures established by the Custodian and the SDBA Provider.

**LIQUIDITY FEATURES**

**Purchases**

Purchases of funding vehicles held in a SDBA may only be made through Exchanges from other core investment options in accordance with procedures established by the Custodian except as agreed to by the Custodian.

**Redemptions**

Redemptions from funding vehicles held in a SDBA may only be made through Exchanges to other core investment option of the plan in accordance with procedures established by the Custodian. If Redemptions

are required from a participant SDBA, the assets held in the SDBA must first be liquidated then exchanged to a core investment option according to procedures established by the Custodian. If the Custodian receives a request to redeem a participant's account, the Custodian will request that assets in the SDBA be liquidated and forwarded to the Custodian upon settlement. These amounts will be invested in the participants core account according to the participant's investment mix at the time of such investment.

**Exchanges To Self Directed Brokerage Accounts From Nationwide**

Once a participant sub-account has been established by a participant, they may initiate Exchanges with respect to the account. When each exchange request is initiated, the Administrator will check the participants accounts to verify that the minimum requirements are met as established in the Participation Agreement with the SDBA Provider. Exchanges will be made into the SDBA require two (2) days on which the Custodian and New York Stock Exchange are both opened for business ("Business Day") to process when requested by 2:00 p.m. EST. Exchanges received after 2:00 p.m. EST will require three (3) Business Days to process. Exchanges are first deposited into a money market fund offered by the SBDA Provider. Once an exchange is made into this account, trades may be made using the options available in the SDBA by contacting the SDBA Provider.

**Exchanges From Self Directed Brokerage Accounts to Nationwide**

Participants may initiate Exchanges from the SDBA to the Custodian, by contacting the SDBA Provider directly via means acceptable to the SDBA provider. The Plan Sponsor or the Administrator may direct the Custodian to initiate an Exchange from a participant SDBA by contacting the Custodian. Upon Settlement, which may take up to five (5) Business Days, amounts will be forwarded to the Custodian and be invested in the participant's account within two (2) Business Days. Amounts will be invested according to the participant's investment mix at the time of such investment.

**Exchanges Within Self Directed Brokerage Accounts**

Participants may initiate Exchanges within the SDBA by contacting the SDBA Provider directly via means acceptable to the SDBA provider or via the Custodian. Exchanges will be processed in accordance with the guidelines established by the SDBA Provider.

**Transfers**

The Plan Sponsor may, at any time, provide written instructions, determined by the Custodian to be in the required format, to the Custodian, requesting a Transfer. Transfers, other than transfers in kind, will be made in conjunction with the provisions as agreed to by the Administrator and the Plan Sponsor. Assets in participant Self-Directed Brokerage Accounts will be liquidated by the SDBA Provider upon request from the Custodian and forwarded to the Custodian to be invested according to the participant's investment mix at the time of such investment. If the Plan Sponsor indicates that the assets in the SDBAs should be transferred in-kind, these transfers will be in accordance with procedures established by the Custodian and the SDBA Provider in accordance with industry standards.

**OTHER FEES**

The SDBA Provider may assess trading commissions or other fees in accordance with the procedures established by the SDBA Provider. Such fees will be assessed against participant SDBAs and are not the responsibility of the Custodian.

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**INDEMNIFICATION**

To the extent permissible by law, the Plan Sponsor agrees to indemnify the Custodian from and against any loss, damage, liability, claim, cost or expense, including legal fees (the "Indemnity Amount"), which the Custodian may incur as a result of the completion, by the SDBA Provider, of any transaction directed by a participant. The Custodian may withdraw any Indemnity Amount from the assets of the Account in the event the Plan Sponsor fails or refuses to pay such Indemnity Amount within 60 days of receipt of notice from the Custodian that such Indemnity Amount is due.

## ARBITRATION

The Plan Sponsor understands and agrees that any controversy arising out of services provided by the SDBA Provider or under this schedule shall be submitted to arbitration conducted before the New York Stock Exchange, Inc. or any other national securities exchange on which a transaction giving rise to the claim took place (and only before such exchange) or the National Association of Securities Dealers, Inc.; as may be elected, and in accordance with the rules of the selected organization. Failure to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement.

## Schwab Personal Choice Retirement Account® (PCRA) Pricing Summary—August 2007

At Charles Schwab, we provide a broad range of value-added services, some of which have associated fees. The following provides you with a summary of the standard commissions and fees for trade orders placed in the Schwab Personal Choice Retirement Account® (PCRA)<sup>1</sup>. This pricing supersedes prior pricing summaries and notices that you may have received. Schwab reserves the right to change or waive fees at our discretion. Any special pricing that has been negotiated for your Plan is not reflected in this summary and supersedes this summary.

This summary applies only to clients with accounts held at Charles Schwab, and includes:

- Schwab Personal Choice Retirement Accounts® (PCRAs) established on behalf of retirement plan participants

You can obtain more information about PCRA pricing by:

- Calling Schwab's dedicated PCRA Call Center at 1-888-393-PCRA (7272) from 9:00 am to 7:30 pm (ET)
- Viewing the Schwab Corporate and Retirement Services Pricing Guide dated August 2007, for a more complete description of fees

**Definition of Electronic Trades:** Trades placed through one of Schwab's electronic channels, including online (e.g., [www.schwab.com](http://www.schwab.com)) and Schwab's automated phone services (e.g., Schwab by Phone™ or TeleBroker®). Certain securities may not be available through all electronic trading channels.

**For all trade orders placed:** For purchase, we require cleared funds in the account. When selling, we require securities on deposit.

**Note:** Your PCRA is a cash-up-front account. It is your responsibility to avoid overspending your account. If your account becomes overspent, Schwab reserves the right to liquidate a portion of your account to cover the debit balance. Broker-assisted fees will apply.

Schedule of Commissions and Transaction Fees<sup>2</sup>

Stocks<sup>3</sup>

**Stock Commissions per Executed Trade (includes Exchange-Traded Funds)**

Trading Channel	Less than 120 trades* and less than \$1,000,000 in PCRA Balance	120 or more trades* or \$1,000,000 or more in PCRA Balance
<b>Electronic</b> Stocks priced at \$1 per share or more	\$12.95 for the first 1,000 shares, plus \$0.015 <sup>4</sup> for each additional share	\$9.95
Stocks priced under \$1 per share	\$12.95	\$9.95
<b>Broker-Assisted</b>	Electronic commission, plus \$25	Electronic commission, plus \$25

\*0-29 trades in current calendar quarter or 0-119 trades over the prior 12 months

<sup>3</sup>30 or more trades in current calendar quarter or 120 or more trades over the prior 12 months

Mutual Funds

**No-Transaction-Fee (NTF) Mutual Funds:** Trade orders in no-load funds available through Schwab's Mutual Fund OneSource<sup>®</sup> service (including Schwab Funds<sup>®</sup>), as well as certain other funds, are available with no transaction fees when placed through one of Schwab's electronic channels.

**Transaction-Fee Mutual Funds:**

Trading Channel	Pricing (Transaction Fee)	Minimum/Maximum
<b>Electronic</b>	0.56% of principal*	Minimum \$35 Maximum \$49.95
<b>Broker Assisted</b>	0.7% of principal	Minimum \$39 Maximum \$74.95

\*Transaction-fee mutual fund trades placed through one of Schwab's electronic channels receive a 20% discount off the stated Broker-Assisted commissions or transaction fees, as illustrated above.

All electronic trades are subject to an overriding \$35 minimum and a \$49.95 maximum. Minimum transaction amounts apply for initial and subsequent purchases.

**Other Information for All Mutual Fund Transactions:** Some funds may also charge sales and/or redemption fees. Please read the prospectuses for details.

Options

**Options Commissions per Executed Trade**

<b>Electronic</b>	\$9.95, plus \$0.75 per contract
<b>Broker-Assisted</b>	Electronic commission, plus \$25

Options trading in PCRA is limited to covered calls and protective puts.

Fixed Income Investments

Product Type	Electronic Commission	Broker-Assisted Fee
New issues, including CDs	\$0 (a selling concession is included in the original offering price)	
Treasuries at Auction and Secondary Treasuries, including Treasury Bonds, Treasury Bills, Treasury Notes and TIPS	\$0	\$25
Other Secondary Fixed Income trades, including CDs, Exchange-Traded Corporate Bonds, Municipal Bonds, Zero-Coupon Treasury Bonds, STRIPS and Mortgage-Backed Securities	\$1 per bond (\$10 min/\$250 max)	Electronic commission, plus \$25
Government Agencies (such as Non-Pass-Through Bonds from FNMA, FHLB, etc.)	\$1 per bond (\$10 min/\$250 max)	Electronic commission, plus \$25
Unit Investment Trusts	n/a	Sales charge applies; see prospectus
Commercial Paper, Foreign Bonds and other bonds	These are specialty products—please call us for information	
Preferred Stocks, Debts or REITs	Stock commissions and minimums apply for secondary transactions	

**Note:** The commissions and markups may be slightly less than what is shown above due to rounding.

Schwab reserves the right to act as principal on any fixed-income transaction, public offering or securities transaction. When Schwab acts as agent, a commission will be charged on the transaction. When Schwab acts as principal, the markup is included in the bond price.

<sup>1</sup> Schwab Personal Choice Retirement Account® (PCRA) is offered through Charles Schwab & Co., Inc. Charles Schwab & Co., Inc. also provides other brokerage and custody services to its customers. Schwab Retirement Plan Services, Inc. and The 401(k) Company, Inc. provide recordkeeping and related services with respect to retirement plans. The Charles Schwab Trust Company, a California state-chartered non-depository trust company, provides trust and custody services with respect to retirement and other benefit plans, including individual retirement accounts.

<sup>2</sup> Excluding mutual funds, commissionable trades that execute over more than one day will be charged a separate commission for each additional day; each separate commission will apply to the portion of the trade executed on the corresponding additional day. Electronic Trade orders which price or quantity are changed by the client, and as a result execute over multiple trades on the same day, are each charged a separate commission.

<sup>3</sup> Includes all stocks listed on U.S. or Canadian exchanges, as well as foreign stocks not listed on those exchanges. Foreign stock transactions (stocks not listed on U.S. or Canadian exchanges) are subject to the greater of the broker-assisted trade schedule, \$100 or 0.5% of principal. No maximum applies. Not applicable to American Depositary Receipts.

<sup>4</sup> Half-cent increments are rounded up.

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August 2007

Please read this important information carefully.

# Charles Schwab Institutional<sup>®</sup> Pricing Guide

Pricing information in this *Charles Schwab Institutional Pricing Guide* ("Pricing Guide") supersedes prior pricing details and notices you may have received. Schwab Institutional reserves the right to change or waive fees at our discretion. See Key Pricing Changes below for details regarding changes. Please keep this *Pricing Guide* for your reference.

## Key Pricing Changes

The following pricing changes, effective August 1, 2007, have occurred since our July 2006 Pricing Guide Amendment:

- Reduced commission and markup pricing for certain fixed income investments.
- Changes to American Depository Receipt (ADR) pass-through fees policy
- Reduced voluntary and post-effective security reorganization fee.

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## Introduction

Schwab provides a broad range of value-added services, some of which have associated fees. This document provides you with an overview of standard pricing for commissions, transaction fees, and key account and service fees for:

- Accounts managed by an Investment Advisor (IA) that are enrolled with Schwab Institutional<sup>®</sup>
- International Institutional accounts

The fees in this *Pricing Guide* are applicable to all account types above, unless otherwise stated.

Throughout this *Pricing Guide*, notations are marked with either a symbol or a number, and can be found under Endnotes at the back of the *Pricing Guide*. Symbols denote recurring notations; numbers denote unique notations.

How Schwab determines account and household service fees, as well as commissions, is based, in part, on calculations that consider Your Household Balances and activities. Household Balance is defined as the total combined value, over a given period of time, in the Accounts of Your Household, including margin balances and other outstanding debit balances like mortgage, Home Equity Line of Credit (HELOC) and credit card balances. For the purpose of determining commission rates, interest rates, and fee waivers, Schwab adds up your daily Household Balances and then divides the total amount by the number of days in the applicable period. In order to determine qualification for any fee waiver, interest rate and/or commission price, Schwab will add up your daily Household Balances for the applicable time period, then, divide this total by the number of days in the period. For more details on how we determine Accounts of Your Household, please see page 11 of this *Pricing Guide*.

There are two standard types of pricing: (1) Basic Pricing and (2) Alternative Pricing. Both are described below. You can obtain more information about the pricing for your Account(s) by asking your IA.

Each such IA is referred to herein as your "Agent." Your Agent is not affiliated with or controlled or employed by Schwab.

**Basic Pricing** Your Account will have Basic Pricing unless your Agent has agreed with Schwab to Alternative Pricing or otherwise Requested Alternative Pricing where available.

**Alternative Pricing** Alternative Pricing is pricing agreed to by Schwab and your Agent, or that is otherwise available to you upon your Agent's request.

**Alternative Pricing** is generally lower than the rates listed in the Basic Pricing schedules, but it may be higher. In any case, it will not exceed the highest Alternative Pricing rates listed in this document. Schwab reserves the right, but has no obligation, to negotiate Alternative Pricing with your Agent.

In some cases, Alternative Pricing may be available only if you or your IA meet certain requirements. For example, Alternative Pricing may be available only if you maintain a minimum Household Balance, or if you agree to receive account documents electronically. In these cases, the combined assets for the Accounts of Your Household must exceed an asset threshold set by Schwab. The combined assets for the Accounts of Your Household are computed by taking the sum of the closing day net worth and margin balance totals (the "ending balance") for each Account of Your Household. Once your household has achieved the qualifying asset threshold in a given calendar quarter, the commission discount associated with that threshold will begin to apply to all Accounts of Your Household within three business days and for the remainder of the calendar quarter. Schwab will continue to evaluate your ending balance and your household will qualify for household asset-based commission discounts only so long as your ending balance exceeds the asset threshold at least one time during each month following the initial calendar quarter in which you received the discounted commission. If your Household Balance falls below the required asset threshold, Schwab may change the pricing for your Account to the higher Basic Pricing described above or, if your Agent and Schwab Institutional® have agreed to a default pricing arrangement, to such default pricing.

The terms of Alternative Pricing may relate to any one or more of the following: commissions; account, transaction and service fees that clients and/or IA pay to Schwab; and/or credits, rebates, and cash payments that are made to clients and/or IA. Alternative Pricing may be available only if you consent to electronic delivery of trade confirmations and account statements, as well as maintain a minimum Household Balance as described above. You may automatically be given alternative pricing for the first 60 days after you open a Schwab Institutional account to facilitate the consent of electronic delivery of trade confirmations and account statements. After 60 days if you have not given consent to electronic delivery of trade confirmations and account statements, your pricing may revert back to basic pricing.

The terms of Alternative Pricing that may apply to you may be based upon the nature and scope of business that IA transacts with Schwab, including the current and expected future amount of IA's clients' assets custodied at Schwab, the types of securities in IA's clients' accounts, and/or expected frequency of IA's trading. Alternative Pricing terms also may consider research and other products and services that Schwab provides to your IA and/or whether your IA declines to pay service fees to Schwab, such as where an IA's aggregate client assets at Schwab Institutional® do not meet a certain threshold. As a result, the commissions, fees, credits, rebates and payments for your Accounts with your IA may be higher or lower than those of other clients of your IA and/or those of clients of other IAs. Schwab may change this pricing if the nature and scope of business that your IA transacts with Schwab changes or does not reach agreed-upon levels or IA declines to pay Schwab service fees. In any of these cases, the pricing for IA's clients' accounts, including your Account, may increase to an amount determined by Schwab which will not exceed the highest Alternative Pricing rates listed in this document. Should such an increase in pricing occur, Schwab will notify your IA, as your Agent, of the increase. Unless the increase exceeds the highest Alternative Pricing rates listed in this document, Schwab will not notify you directly.

In addition, should your IA decline to pay Schwab service fees, your Account may also be subject to account minimum fees as outlined in the Service Fees section below. Further, Schwab may provide IA, at no fee or at a discounted fee, with research, software, technology, information and consulting services, and other products and services that benefit IA, but which may not necessarily benefit your Account. Schwab's provision of these products and services to IA may be based upon a commitment that IA makes to Schwab regarding the amount and type of assets that IA's clients place in their brokerage accounts at Schwab (i.e., custodial assets at Schwab) within a certain period of time. IA's commitment may cause your IA to recommend or require that you and IA's other clients maintain brokerage accounts at Schwab. This type of commitment to Schwab by your IA could also influence its recommendations or decisions about which investments to purchase or sell for your Account.

**Schedule of Commissions, Transaction and Handling Fees<sup>1</sup>**

**Definition of Electronic Trades** Trades placed through one of our electronic channels, including online (e.g., www.schwaballiance.com or www.schwab.com) and automated phone services (e.g., Schwab by Phone™ or TeleBroker®). Certain securities may not be available through all electronic trading channels.

**Stocks<sup>2</sup>**

**Electronic Trades**

**For Stocks \$1 per Share or Over**

Shares	Basic Pricing
Up to 1,000	\$19.95 per trade
Each share greater than 1,000	\$0.015 per share <sup>3</sup>

**For Stocks Less Than \$1 per Share**

For purchase, we require cleared funds in the Account. When selling, we require securities on deposit

Shares	Basic Pricing
Any quantity	\$19.95 per trade

Alternative Pricing for each executed trade will not exceed the greater of:

- \$0.12 per share, or
- 10% of principal, or
- \$50 minimum

**Direct Access Trades**

Direct Access allows investors to direct the trade routing process for NASDAQ stocks and to have direct interaction with the market. Trade orders can be routed directly to ECNs and market makers. Direct Access requires meeting special eligibility criteria. Direct Access trade commissions are the same regardless of the channel where the trade is placed. Note that commissions for Direct Access executed trades are \$9.95 per executed trade for the first 5,000 shares, plus \$0.003 per share thereafter.

**Broker-Assisted Trades**

**For Stocks \$1 per Share or Over**

Transaction Size	Basic Pricing	Minimum/Maximum
\$0–\$2,499	\$30 + 1.70% of principal	Minimum Greater of: • \$39 or
\$2,500–\$6,249	\$56 + 0.66% of principal	• \$0.09 per share on first 1,000 shares plus
\$6,250–\$19,999	\$76 + 0.34% of principal	• \$0.04 per share for stocks priced \$1–\$4.99
\$20,000–\$49,999	\$100 + 0.22% of principal	• \$0.05 per share for stocks priced \$5 or greater
\$50,000–\$499,999	\$155 + 0.11% of principal	• Maximum
\$500,000+	\$255 + 0.09% of principal	• \$55 for the first 100 shares plus \$0.55 per share thereafter

**For Stocks Less Than \$1 per Share**

For purchase, we require cleared funds in the Account. When selling, we require securities on deposit.

Transaction Size	Basic Pricing
All	\$39 + 4% of principal

Alternative Pricing for each executed trade will not exceed the greater of:

- \$0.55 per share, or
- 10% of principal, or
- \$100 minimum

**Dividend Reinvestment** The Schwab No-Fee StockBuilder Plan<sup>®</sup> for dividend reinvestment is available for most U.S. stocks. If you wish to reinvest the dividends on any qualifying stock, please specify when placing your trade.

**Large Block Transactions** Contact Schwab or your IA for orders of 10,000 shares or more, or for orders of over \$500,000. These orders may be eligible for special handling and/or pricing.

**American Depository Receipt (ADR) Pass Through Fees**

Banks who custody ADRs ("ADR agents") are permitted to charge ADR holders fees. An ADR Agent is authorized under its agreement with the issuer to impose a fee on holders of the issue. Starting July 10, 2007, fees collected from Schwab by the DTC for an ADR will be automatically passed through to those ADR holders. They will be deducted from your Schwab account(s) and shown on your statement(s) as "ADR Pass Thru Fee". Amounts and timing differ by ADR.

**Mutual Funds<sup>4</sup>**

**Mutual Fund No-Transaction-Fee (NTF) Funds**

Trade orders in no-load funds available through the Mutual Fund OneSource<sup>®</sup> service (including Schwab Funds<sup>®</sup>), as well as certain other funds, are available with no transaction fees when placed through one of Schwab's electronic channels. For each trade order placed through a broker, a \$25 service charge may apply to accounts managed by IAs that are enrolled with Schwab Institutional<sup>®</sup>.

**Mutual Fund Transaction-Fee Funds**

**Broker-Assisted Trades**

Basic Pricing (Transaction Fee)	Minimum/Maximum
0.7% of principal	Minimum \$39 Maximum \$74.95

Alternative Pricing transaction-fee minimum may be as high as \$45.

For accounts managed by IAs, transaction-fee mutual fund trades placed through one of Schwab's electronic channels may receive up to a 20% discount off the stated commissions or transaction fees. All Electronic Trades are subject to an overriding minimum of \$31 and a maximum of \$49.95. Minimum transaction amounts apply for initial and subsequent purchases.

When placing simultaneous orders to sell one or more transaction-fee fund(s) and purchase additional transaction-fee fund(s) with the proceeds, you will pay the standard fee on the larger transaction and just \$25 on the corresponding buy or sell.

**Miscellaneous Mutual Fund Transaction Fees**

Fee	Amount
Mutual Fund Short-Term Redemption Fee <sup>5</sup>	\$49.95

**Other Information for All Mutual Fund Transactions**

Some funds may also charge sales and/or redemption fees. Please read the prospectuses for details. You can buy shares directly from a fund company or its principal underwriter or distributor without paying Schwab's transaction or service charges (except Schwab Funds).

**Options**

**Electronic Trades**

Executed Contracts	Basic Pricing
All	\$9.95 (per leg) plus \$1.40 per contract

**Broker-Assisted Trades**

Executed Contracts	Basic Pricing
All	\$39.95 (per leg) plus \$1.40 per contract

Alternative Pricing for each executed trade will not exceed the greater of:

- \$6.25 per contract, or
- 2% of principal, or
- \$43.95 minimum per leg

**Fixed Income Investments<sup>5</sup>**

Schwab reserves the right to act as principal on any fixed income transaction, public offering or any other securities transaction. When Schwab acts as agent, a commission will be charged on the transaction. When Schwab acts as principal, the markup is included in the bond price.

For accounts managed by Investment Advisors that are enrolled with Schwab Institutional<sup>®</sup> or International Institutional, the following rate applies:

Product Type	Electronic Pricing	Broker Assisted Pricing
Treasuries at Auction and Secondary Treasuries, including Treasury Bonds, Treasury Bills, Treasury Notes, TIPS	\$0	\$25
Government Agencies: such as non pass-through bonds from FNMA, FHLB, etc.	\$0.20 per bond (\$10 minimum/\$250 maximum)	\$0.24 per bond (\$10 minimum/\$250 maximum)
Other Secondary Fixed income trades: CDs, Corporate Bonds, Municipal bonds, zero coupon Treasury Bonds, STRIPS and Mortgage-Backed Securities	\$1 per bond (\$10 minimum/\$250 maximum)	\$1.20 per bond (\$10 minimum/\$275 maximum)
Exchange Traded Corporate Bonds	\$1 per bond, \$10 minimum	\$1.20 per bond, \$10 minimum
New issues, including Certificates of Deposit	Selling concession is included in the original offering price	
Commercial Paper, Foreign Bonds and other bonds	These are specialty products -- please call us for information.	
Preferred Equity or Debt or REITs	Stock commissions and minimums apply for secondary transactions.	
Unit Investment Trusts	n/a	Sales charge applies. Please see prospectus.

Trades placed through a Schwab Alliance or Schwab Investor Services representative, will be charged an additional \$25 broker assist fee, subject to a \$35 minimum and a \$275 maximum. Trades for New Issues placed through a broker are not subject to these premiums.

Note: Our commissions and markups may be slightly less than our published schedule shown above due to rounding

Alternative Pricing minimums will not exceed \$60.

Large Transactions Contact a Schwab Bond Specialist or your IA for orders of more than 250 bonds. These orders may be eligible for special handling and/or pricing.

**Fixed Income Directed Trade Policy**

A Directed Trade occurs when an Investment Manager is shown a bid or offer by a broker-dealer other than Schwab and subsequently requests Schwab to execute the trade with the contra broker-dealer for a designated Schwab account. Due diligence requires that prior to executing the trade Schwab must confirm that the contra party bid/offer is a fair and reasonable price. If this criterion is met, Schwab will then confirm the transaction with the contra broker-dealer and send a trade confirmation to the client. The fee for a Directed Trade is \$50.

**Prime Brokerage and Trade-Away Services**

Prime Brokerage and Trade-Away services are designed to give you and your IA the ability to execute trades using assets held in your Account at broker-dealers other than Schwab, known as "Executing Brokers." Our standard fee for both Prime Brokerage and Trade-Away services is \$25 per trade or trade allocation. Note: There may be other fees, such as those charged by the Executing Broker and outlined in the Prime Brokerage Amendment.

**Service Fees**

**Exchange Process Fee**

This fee offsets processing costs incurred by Schwab for the exchange of securities (including those related to assessments on broker-dealers by an exchange or other self-regulatory organizations) for equity, option or other covered security sell transactions. The amount of this fee is set periodically by the SEC and will appear on your trade confirmation.

**Account Activity Fees**

Fee	Amount
Order out of certificates (for U.S. and Canadian securities)*: Physical certificates <sup>8</sup>	\$50 per certificate
Book entry held at transfer agent	\$25 per issue
Security Reorganization*: Voluntary & Post-effective	\$9.95
Schwab Proprietary Non-Sweep Money Funds, including Schwab Value Advantage Investments™ (SVAI): Schwab-initiated redemptions <sup>9</sup>	\$10 per redemption
Failure to maintain required minimum balance in SVAI (\$20,000; or for retirement or Custodial accounts, \$15,000)	\$5 per month
Full Transfer (Out) of Assets:	\$50 per account
Transfer of title for certificates <sup>4,10</sup>	\$25 per position

**Cashiering Fees<sup>11</sup>**

Fee	Amount
Check Order Fee	No charge for standard checks
Overnight Fee	\$8.50
Nonsufficient funds/returned item	\$25 per item

Wire transfer (outgoing)*,12	\$25 per transfer
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**Custody Fees**

Fee	Amount
Alternative investments <sup>13</sup>	\$100 Annual Maintenance \$50 Transfer-In \$250 Initial Purchase \$100 Subsequent Purchase
Nontransferable securities <sup>14</sup>	\$1 per month, per position
Physical Certificate Custody Fee	\$50 per year per position

**Accounts of Your Household Explanation**

"Accounts of Your Household" are accounts that have been linked in accordance with Schwab's householding guidelines. Schwab makes a reasonable effort to automatically link qualified accounts of persons with the same last name at the same home address, including accounts held at certain Schwab affiliates.

Schwab aggregates the balances and activities of Accounts of Your Household to determine for brokerage accounts: commission rates, the interest rates that certain cash balances receive, whether those accounts may qualify for certain fee waivers, and whether those accounts may qualify for certain benefits or features ("Household Calculations").

Schwab may consider other accounts to be in your household upon your request if account holders are in the same family, there is a dependent relationship, or in certain other similar instances at Schwab's discretion. You are responsible for identifying accounts that should be linked for purposes of determining Accounts of Your Household and Household Calculations. For example, if you or other members of your family who reside at your home address have a different last name (including a spouse, if applicable), you need to contact Schwab to request that we combine your accounts for purposes of Household Calculations. If an account is added to Accounts of Your Household, any impact on Household Calculations may not take effect until the following quarter.

**Rules Applicable to Fiduciary Accounts**

IRA, Custodial and certain Trust accounts that meet Schwab's householding guidelines generally will be included in Household Calculations. If you have an IRA, Custodial or Trust account and you are acting in a fiduciary capacity, it is your responsibility and not Schwab's to consider whether it is appropriate to consider the balances and activities of that account in Household Calculations, which could benefit the fiduciary account and/or other Accounts of Your Household. You must contact Schwab to request that the balances and activities of your fiduciary account not be included in Household Calculations if you determine that it is not appropriate. If you have a 403(b)(7), Company Retirement Account (CRA), Qualified Retirement Plan (QRP) or Keogh account (collectively, "Retirement Plan Account"), it is not included in Household Calculations. However, for certain services, the account holder of the Retirement Plan Account acting as fiduciary may elect to include the Retirement Plan Account in Household Calculations by providing Schwab with written instructions to do so. Please contact your IA for the required form.

**Schwab Institutional<sup>®</sup> Sales Compensation Disclosure**

Schwab Institutional offers investment products and services to you through your IA. Schwab Institutional sales representatives may communicate the availability of these products and services to your IA and/or negotiate associated pricing for your Account with your IA. These representatives also may receive incentive compensation from Schwab based on factors that include revenue generated on assets of IA's clients at Schwab, and may from time to time receive incentive compensation related to specific types of investment products in which IA's clients' assets are invested. Schwab Institutional's offer of these products and services is part of its brokerage services and is not investment advice. The management of your Account, including the determination of your investment objectives, financial position and investments for your Account, is between you and your IA, and not Schwab Institutional.

**Inquiries or Questions**

Please call your Investment Advisor or contact your dedicated Schwab Signature Alliance<sup>®</sup> Team at 1-800-515-2157.

International Institutional account holders, please call 1-877-714-5308 or your IA for further information.

**Endnotes**

\* Certain clients qualify for exemption.

- <sup>1</sup> Excluding mutual funds, commissionable trades that execute over more than one day will be charged a separate commission for each additional day; each separate commission will apply to the portion of the trade executed on the corresponding additional day. Electronic orders where price or quantity are changed by the client and as a result execute over multiple trades on the same day are each charged a separate commission.
- <sup>2</sup> Includes all stocks listed on U.S. or Canadian exchanges, as well as foreign stocks not listed on those exchanges.
- <sup>3</sup> Half-cent increments are rounded up.
- <sup>4</sup> For exchange-traded funds, refer to the stock schedule. For offshore funds (for non-U.S. persons), visit [www.schwab-global.com](http://www.schwab-global.com) or call Schwab Global for details.
- <sup>5</sup> Schwab's short-term redemption fee will be charged on redemption of funds (except Schwab Funds<sup>®</sup>, which may charge a separate redemption fee) bought through Schwab's Mutual Fund OneSource<sup>®</sup> service (and certain other funds with no transaction fee) and held for 90 days or less.
- <sup>6</sup> For fixed income trades placed through one of Schwab's electronic channels, discounts may apply.
- <sup>7</sup> Schwab receives a fee from the depository institution.
- <sup>12</sup> Wire Transfer fees can be avoided by using certain automated services, such as Schwab MoneyLink<sup>®</sup>, or by using Schwab One checkwriting services.
- <sup>13</sup> Alternative investments include (list is subject to change): promissory notes; limited partnerships; private limited partnerships; limited liability companies; private common, preferred and convertible preferred stock; private bonds; private warrants; private placements; private REITs; State of Israel bonds and church bonds. State of Israel bonds and church bonds are subject to one-time initial purchase and subsequent purchase fees only.
- <sup>14</sup> A nontransferable security is a security for which there has been no transfer agent for three years or more.

# Schwab Personal Choice Retirement Account® (PCRA) Plan Application

*charles* SCHWAB  
CORPORATE SERVICES

www.schwab.com  
1-888-725-3530  
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## 1. Introduction

This Schwab Personal Choice Retirement Account (PCRA) Plan Application ("Account Application") is entered into by and among [insert custodian name] \_\_\_\_\_ as the custodian ("Custodian") of the [insert trust name] \_\_\_\_\_ ("Trust"); [insert company name] \_\_\_\_\_ ("Company"), Plan Sponsor of the plans ("Plan") funded by the Trust;

[insert recordkeeper name] \_\_\_\_\_ the recordkeeper ("Recordkeeper") for the Plan; and Charles Schwab & Co., Inc. ("Schwab").  
WHEREAS: The Custodian has been directed by the Company to open a PCRA with Schwab;

WHEREAS: The Plan and Trust permit Company to direct the Custodian to establish an account at Schwab and allow the Participants of the Plan who execute a Schwab Personal Choice Retirement Account Participant Limited Power of Attorney (LPOA) Agreement ("LPOA Agreement") with Schwab ("Participants") to conduct business at Schwab;

NOW THEREFORE, the following, together with the Schwab Account Agreement, constitute the terms and conditions governing the account established by the Custodian at the direction of the Company

## 2. Company, Plan and Custodian Information

<b>Part A Company and Plan Information</b>	
Business Name of Plan Sponsor	Company Tax ID Number
Mailing Address	City State Zip Code
State of Incorporation	
Plan Contact Name	

<b>Part B Plan Information</b>	
Plan Name	Plan Tax ID Number
Date Plan Established	Type of Plan
Total Plan Assets	Number of Participants
	Plan Year End

<b>Part C Custodian Information</b>	
Custodian Name	Custodian Tax ID Number
Custodian Contact Name	State of Incorporation
Custodian Address	City State Zip Code

## 3. Plan Administrator Information

The \_\_\_\_\_ is the Plan-named fiduciary. Records of the Plan with respect to the PCRA will be kept through \_\_\_\_\_ Recordkeeper.

<b>FOR CHARLES SCHWAB USE ONLY:</b>									
Account Number:									



#### 4. Account Establishment

An account shall be established in the name of the Custodian for the interest of the Plan related to each Participant who executes an LPOA Agreement in the form attached hereto as Exhibit A. Participant accounts shall be subject to the LPOA Agreement executed by the Participant.

The Company, pursuant to the Plan and the Trust, has directed the Custodian to execute the Account Application under which Schwab is authorized to act upon the instructions of each Participant pursuant to the terms and conditions of this Account Application, the Schwab Account Agreement and the LPOA Agreement. An LPOA Agreement will be executed by each Participant, setting forth the terms and conditions under which Schwab will act on the instructions of the Participant. The Custodian acting pursuant to the direction of the Company, authorizes Schwab to act on instructions received from a Participant pursuant to each such LPOA Agreement.

All un-invested cash held in PCRA's will be automatically invested in the Schwab Money Market Fund.

#### 5. PCRA Trading

See PCRA Trading Menu attached as Exhibit A.

#### 6. Agreement Between Custodian, Company, Recordkeeper and Schwab

**Please note: Parts A and C below are specific to the Custodian, Company, Recordkeeper and Schwab, and Part B below is specific to the Recordkeeper and Schwab.**

##### Part A

The Custodian, by signing this Application at the direction of the Company, hereby requests that Schwab open a brokerage account ("Brokerage Account") in the name of the Custodian for the benefit of each Participant who executes an LPOA Agreement. All parties hereto shall be bound by the terms of the Account Agreement (which includes this Application, the Schwab Account Agreement, the LPOA Agreement executed by the Participant and other written agreements, if any, between the Company, the Custodian or the Recordkeeper and Schwab). If any party hereto does not receive or understand the Account Agreement, such party will notify Schwab.

The Company, the Custodian, the Recordkeeper and Schwab agree and acknowledge that Schwab does not give legal or tax advice, and will not advise the Company, the Custodian, the Recordkeeper or any Participant concerning the nature, potential value or suitability for the Trust of any particular security, transaction or investment strategy.

The Company certifies 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.

The Company represents, warrants and certifies that the representations made by it in this Agreement are true, complete and accurate, and the Custodian represents, warrants and certifies that the representations made by it in this Agreement are true, complete and accurate. The Company and the Custodian each represent, warrant and certify that the Trust is in full force and effect and that the Trust (as defined above) has not been revoked, modified or amended in any manner which would cause the representations made by each as contained in this Agreement to be inaccurate or incorrect. Schwab will rely on this Agreement and upon the representations made herein unless and until it receives a written Notice of Amendment, written notice of change of Custodian or written notice of any events affecting the Company's powers described above. The Company agrees to send written notice promptly to Schwab of any change in Custodian of any amendment or modification to the Trust which would cause the representations

contained in this Agreement to be or become inaccurate or of the occurrence of any event which would affect the Trust's revocability, the Custodian's or the Company's powers or any representations made in this Agreement.

The Company (or the Plan as applicable), the Custodian and the Recordkeeper hereby indemnify and hold harmless 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 the Company's, the Custodian's or the Recordkeeper's direction in connection with the Schwab Personal Choice Retirement Account<sup>1</sup> (PCRA) established at Schwab pursuant to this Agreement, provided, however, that Schwab must first notify the Company, the Custodian and the Recordkeeper of any claim and tender defense of the same to the Company, Custodian and Recordkeeper as a condition precedent to indemnity hereunder.

Schwab hereby indemnifies and holds harmless the Company, the Custodian and the Recordkeeper and their affiliates and subsidiaries, and each of their respective 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 reasonable attorneys' fees) arising out of or related to any actual or alleged improper or unsuitable actions taken by Schwab in connection with the Schwab PCRA established at Schwab pursuant to this Agreement.

The representations and obligations stated herein shall survive termination of the Trust and the Account Agreement relating to the Trust's Schwab PCRA. This cross-indemnification is made by the Company, the Custodian, the Recordkeeper and Schwab and shall not be limited by the Company's, the Custodian's or the Recordkeeper's provision to Schwab (or Schwab's provision to the Company, the Custodian or the Recordkeeper) of independent documentation concerning the representations made herein.

##### Part B

Recordkeeper and Schwab agree that the authority conferred by the Limited Power of Attorney (LPOA) Authorization on this form shall be exercised in

accordance with the following terms and conditions and that the provisions of the LPOA described herein apply to the Recordkeeper as follows:

##### Authorization to Trade for Brokerage Account.

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

##### Duplicate Statements and Confirmations.

Pursuant to the authority of the Custodian or Company, Recordkeeper is hereby authorized to receive duplicate statements and confirmations, as may be issued by Schwab with respect to aggregate Plan activity. As requested, but no more frequently than monthly, Schwab will convey aggregate summaries of all Participant and Plan activity to Recordkeeper and provide Recordkeeper with statements. If applicable, statements and confirmations may be transmitted electronically. Schwab will also send trade confirmations and account statements to Custodian and/or Company as requested.

**Liquidate Participant Accounts.** If Recordkeeper is authorized to liquidate Participant accounts under the Custodian's or Company's representations, Recordkeeper may direct Schwab as to the investment of the Brokerage Account and take other actions necessary or incidental to the execution of such instructions. Schwab, and other persons to whom Schwab has given instructions in order to implement Recordkeeper's instructions, may rely on Recordkeeper's instructions without obtaining any approval, countersignature or co-signature. Recordkeeper'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, mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities; and
- Where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Brokerage Account ("Account Assets") and to



**6. Agreement Between Custodian, Company, Recordkeeper and Schwab (Continued)**

**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 National Association of Securities Dealers (NASD) 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 the NASD or such eligible national securities exchange. If arbitration before the NASD 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.

**Role of Charles Schwab & Co., Inc.** The Company, the Custodian and the Recordkeeper each acknowledges and agrees that:

- Schwab will merely execute trades as directed by Participant or Recordkeeper acting on behalf of the Company or Custodian in accordance with a delegation of authority acceptable to Schwab;
- Schwab will not give investment advice, or legal or tax advice, or advice regarding particular stocks, including advice involving suitability of (and investment strategies for) particular stocks, to the Custodian, the Company, the Recordkeeper or a Participant;
- Schwab is not acting as a fiduciary;
- The Company (and not Schwab) is responsible for investigating and selecting the Recordkeeper;
- Recordkeeper is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended, or endorsed Recordkeeper;
- Schwab has no duty to supervise or monitor trading by Recordkeeper or Participant in the Brokerage Account;
- 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, provided that the foregoing shall not affect Schwab's obligations to furnish accurate account statements to Participants and Recordkeeper and to provide certain information to the Custodian;
- 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.

**6. Agreement Between Custodian, Company, Recordkeeper and Schwab (Continued)**

- or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan other than to review the transaction for compliance with the previously agreed limitations;
- 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 (except with respect to the furnishing of account statements to Participants and Recordkeeper and such reporting obligations to the Custodian);
- Schwab has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange; and
- Other than complying with its obligations to act as instructed, 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.

**7. Signature(s)**

THE AGREEMENT WITH SCHWAB INCLUDES A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 6, PAGE 4 OF THE SCHWAB PERSONAL CHOICE RETIREMENT ACCOUNT PLAN APPLICATION.

**Signature(s) Required**

<p><b>X</b> Custodian's Signature</p> <p><b>X</b> Company's Signature</p> <p><b>X</b> Recordkeeper's Signature</p>	<p>Print Name</p> <p>Print Name</p> <p>Print Name</p>	<p>Date</p> <p>Date</p> <p>Date</p>
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The PCRA Trading Menu to be executed by the Plan Sponsor shall be in substantially the form attached hereto as Exhibit A, and by this reference is incorporated herein.

FOR CHARLES SCHWAB USE ONLY									
Approved by	Print Name of Approver	Registration Code	Date Approved						
Index as Document Number <b>1, 7, 52</b>	Plan ID Number	Branch Office and Account Number	—	—	—	—	—	—	—



Exhibit A:  
**Schwab Personal Choice Retirement Account® (PCRA) Trading Menu**

All PCRA's associated with the Plan have the ability to trade. A Participant will never be restricted from selling a position unless Schwab is instructed by the Custodian. Custodian acknowledges that it is responsible for determining whether any employer securities may be acquired by a PCRA without constituting a violation of Sections 406 or 407 of ERISA and that Schwab shall have no responsibility to make such determination.

Completing each section below indicates the securities PCRA participants have the ability to trade and creates the Plan trading menu:

**1. Taxable Mutual Funds:**

- All except those written below
- Schwab Mutual Fund OneSource® service mutual funds/Schwab Funds<sup>1</sup> only<sup>1</sup>
- None except those listed in Section 9

**2. Tax-Exempt Mutual Funds:**

- All except those written below
- Schwab Mutual Fund OneSource service mutual funds/Schwab Funds only<sup>1</sup>
- None except those listed in Section 9

**3. Equities:**

- All except those written below
- Listed only<sup>2</sup>
- Listed and Nasdaq market securities only<sup>3</sup>
- None except those listed in Section 9

**4. Publicly Traded Limited Partnerships<sup>4</sup>:**

- All except those written below
- None except those listed in Section 9

**5. Taxable Fixed Income<sup>5</sup>:**

- All except those written below
- None except those listed in Section 9

**6. Tax-Exempt Fixed Income:**

- All except those written below
- None except those listed in Section 9
- Treasuries only

**7. Foreign Securities<sup>6</sup>:**

- All except those written below
- None except those listed in Section 9

**8. Options:** (Options trading is limited to writing covered calls and buying protective puts.)

- Yes. Options trading is permitted on the Plan-level account by the Plan document and on all associated PCRA's.  
Note: All parties with trading authority must complete a separate options application.
- No. Options trading is not permitted.

**9. Please list all exceptions below:**

Fund/Security Description	CUSIP Symbol

- <sup>1</sup> Mutual Fund OneSource<sup>®</sup> funds and Schwab Funds<sup>®</sup> have no loads and no transaction fees. Schwab can effect purchases and redemptions of shares of these funds without charging a transaction fee because we receive remuneration from the registered investment company and/or its affiliates for services rendered in connection with the Mutual Fund OneSource service. The remuneration is based on the net asset value of certain shares held in Schwab customers' brokerage accounts. Short-term redemption fees may apply. Further information is available on request.
- <sup>2</sup> Equity trading is limited to securities listed on the New York Stock Exchange (NYSE), American Stock Exchange (AMEX) and other exchanges (excludes The Nasdaq Stock Market, Inc. [Nasdaq] and over-the-counter [OTC] securities).
- <sup>3</sup> Equity trading is limited to those securities referenced in footnote 2 above and any Nasdaq national market or small-cap market securities. Securities that are not available to trade include pink sheets and bulletin board stocks.
- <sup>4</sup> Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded security that reports income via a Schedule K-1 (Form 1065) and as a result could generate Unrelated Business Taxable Income (UBTI). These securities primarily consist of Limited Partnerships and Royalty Trusts.
- <sup>5</sup> Excludes debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA.
- <sup>6</sup> Restricting foreign securities does not include ADR securities traded on a domestic equity exchange or Nasdaq.

<b>FOR CHARLES SCHWAB USE ONLY:</b>											
Account Number											



# Power of Attorney Authorization and Agreement for Charles Schwab Brokerage Accounts and Schwab Bank Investor Checking™ Accounts

**Sections 1-4 relate to your Brokerage Account and are part of the Account Agreement between each account holder and Schwab. Sections 5-7 relate to your Schwab Bank Investor Checking Account and are part of the Account Agreement between each account holder and Schwab Bank, if applicable. The terms "I," "me" and "my" refer to each Schwab or Schwab Bank account holder. Please read and retain for your files.**

Please note that for the purposes of this Power of Attorney (POA), the term "Brokerage Account" refers to your account with Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer; and the term "Schwab Bank Investor Checking Account" refers to your account with Charles Schwab Bank, N.A. ("Schwab Bank"), Equal Housing Lender, member FDIC.

## Section 1: Account Holder's Authorization of Agent's Powers (Read carefully.)

I authorize Schwab to take such actions as Schwab deems necessary to carry out instructions Schwab receives from me and/or Agent. I further authorize Schwab, in its sole discretion and for whatever reason, to request additional documentation from me prior to executing any transaction requested by my Agent. If I have appointed two or more Agents, both Agents will have identical powers as indicated in Section 2 of the Power of Attorney Form, and I hereby authorize them to act alone and without the consent of the other Agent or Agents, with respect to the powers granted. In addition, I hereby authorize Schwab, in its sole discretion, to restrict my Account from further activity in the event the Agents enter conflicting or inconsistent instructions.

I authorize Schwab to mail duplicate copies of account statements and/or trade confirmations to the Agent(s), if I have so indicated by checking the boxes in Section 2. If Agent is associated with a securities firm of the National Association of Securities Dealers, Inc. ("NASD"), Schwab is authorized to deliver information concerning my Account, including duplicate confirmations and account statements, to such firm upon written request.

For both FPOA and LPOA, the Agent's authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder:

- 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, mutual fund shares, evidences of indebtedness, and any other securities, instruments or contracts relating to securities; and
- (where necessary to complete any transaction) to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Account (the "Account Assets") and to make, execute and

deliver any and all written instruments of assignment and transfer; and

- to update certain account information, but not to change the account mailing address.

At its discretion, Schwab may, but is not obligated to, decline to accept certain updated account information from the Agent. The Agent under an LPOA is not authorized to withdraw or direct the disbursement of Account Assets from the Account if my Account has a Margin and Short Account feature approved by Schwab. Agent is authorized 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 Account Assets. If my Account is authorized for options trading, after an options trading application is completed by the Agent and approved by Schwab, Agent is authorized to place options orders. Whenever this Power of Attorney is attached to any instrument of assignment or transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of such Power of Attorney, to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets the authority conferred herein is still in full force and effect. And, for FPOA only, the authority in the same manner and to the same extent as any Account Holder:

- to withdraw or direct the disbursement of money or securities held in the Account in or into the name of any person or entity, including the Account Holder, the Agent or upon Agent's instructions (but not to change or create joint or multiple-party accounts); and
- on my behalf, to enter into further agreements with Schwab regarding my Account, and generally take

all actions necessary in connection with the Account, or which are considered desirable by the Agent.

Notwithstanding the aforementioned, if this trading authorization applies to an IRA, ORP, 403(b)(7) or Keogh account ("Retirement Account") for which Schwab or its affiliate and/or any successor acts as trustee or custodian, this authorization shall allow the Agent to provide trading instructions to Schwab. However, such instructions shall be limited to purchase, exchange and sell orders in any investment permitted by the terms of the Retirement Account and pursuant to Schwab policy, and other incidental transactions subject to the limitations described herein.

And, for FPOA on a Retirement Account only, the authority in the same manner and to the same extent as any Account Holder:

- to direct distributions from the Retirement Account (other than to the Agent) and to make any elections in connection therewith (including, without limitation, elections relating to tax withholding), and
- (if authorized) to execute any beneficiary designation for any Retirement Account held for my benefit at Schwab in favor of any party other than the Agent himself or herself. And, for Authorized Check User only, the Agent's authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder to write checks to any person or entity. I agree that until this Power of Attorney is revoked by written notice to Schwab and all checks delivered to the Agent are returned, Schwab may continue to honor all checks written against the Account by the Agent.

## Section 2: Account Holder's Terms and Conditions (Read carefully.)

All orders and transactions will be governed by the terms and conditions of all account agreements as applicable to my Account.

**Role of Charles Schwab & Co., Inc.** I acknowledge and agree that:

- Schwab will merely effect trades as directed by Agent (LPOA and FPOA only);
- Schwab will not give legal or tax advice;
- Agent and I are responsible for determining the nature, potential value and suitability for me of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); I will not rely on

Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to me or Agent that is clearly identified as a Schwab recommendation for me to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination;

- Schwab is not acting as a fiduciary;
- I (and not Schwab) am responsible for investigating and selecting Agent;
- Agent is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed Agent;

- Unless required by applicable law, Schwab has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Agent in my Account; and

- Schwab reserves the right, in its sole discretion, to no longer honor instructions for Agent and will notify me if it chooses to do so.

In addition, I have investigated the business experience, qualifications and reputation of my Agent and am satisfied with the experience, qualifications and reputation of my Agent.

**Section 2: Account Holder's Terms and Conditions (Continued)**

I understand that Schwab has not provided any advice to me regarding this Power of Attorney, and if there is anything about this Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

**Indemnification.** I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my Schwab Account by my Agent, and I agree to indemnify and hold harmless Schwab, its affiliates, and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- their reliance on this Power of Attorney;
- Schwab's execution of Agent's instructions; and
- Schwab's execution of disbursement instructions received from Agent (FPOA and Authorized Check User only).

Furthermore, I agree to indemnify and hold Schwab harmless from, and to pay Schwab promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Agent with respect to my Account. I also agree that since Schwab will not review, supervise or monitor trading by the Agent in my

Account, Schwab will not be liable and I will not attempt to hold Schwab liable for any trade or decision made by the Agent whom I have selected, regardless of whether or not any such trade or decision was specifically authorized by me.

**Termination of Authority.** This Power of Attorney, authorization and indemnification will remain in effect until Schwab is notified in writing of my death, mental disability, incompetence or incapacity or until I have revoked it by written notification and such notification is received by Schwab. Such revocation will not affect my obligations resulting from transactions initiated prior to Schwab's receipt of notice of revocation.

**Transfer Agent (LPOA and FPOA only).** To induce any transfer agent or other third party to act hereunder, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to

indemnify and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this instrument.

**Assignment.** This Power of Attorney supplements and in no way limits or restricts rights which Schwab may have under existing law or any other agreement with me. This Power of Attorney will bind my heirs, executors, administrators, successors and assigns, and will benefit Schwab's successors, affiliates and assigns.

**Governing Law.** The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 4 shall be governed by the Federal Arbitration Act.

**Arbitration.** I agree to the arbitration provisions in Section 4, which also includes required arbitration disclosures.

**Section 3: Agent's Terms and Conditions (Read carefully.)**

The undersigned Agent and Charles Schwab & Co., Inc. ("Schwab") agree that the authority conferred on the Agent by the Power of Attorney executed by the Account Holder ("Customer") shall be exercised in accordance with the following terms and conditions ("Agreement"):

**Authorization to Make Transactions in the Customer's Account.** Agent may give instructions and take actions with respect to the Account pursuant to the Power of Attorney. Customer may revoke the Power of Attorney at any time by giving written notice to Schwab. Customer will have concurrent full authority at all times to take actions and place orders for the Account. Agent agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Agent and the Customer.

**Role of Charles Schwab & Co., Inc.** Unless required by applicable law, Schwab will not make or review trading or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any investment decision or trading activity in a Customer's account. Customer and Agent are responsible for determining the nature, potential value and suitability for Customer of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); Agent will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to Agent that is clearly identified as a Schwab recommendation, Agent to enter into a particular transaction or to buy or sell a particular security; Schwab has no responsibility for any such determination.

**Trade Confirmations and Account Statements.** Unless the Customer directs otherwise, Schwab will not automatically send duplicate trade confirmations and account statements to the Agent.

**Agent's Relationship to Schwab.** If appointed FPOA or LPOA, Agent hereby represents that he/she is familiar with and has reviewed the investment goals, guidelines and objectives of the Customer and will invest in a way that is consistent

with the Customer's stated goals and objectives. Such Agent will not represent to Customer that Schwab and Agent are affiliated or have any relationship other than that described in this Agreement; that Schwab endorses or recommends the Agent; that Schwab provides any advice other than that described in this Agreement; that Schwab participates in or reviews Agent's trading decisions; or that Schwab manages, supervises or monitors trading in the Account.

Any Agent agrees to immediately notify Schwab of the Customer's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney; Agent also agrees to notify Schwab of any incapacity, incompetence or mental disability of the Customer that would render the Power of Attorney void.

**Compliance with Applicable Law.** Agent will comply with all applicable state and federal laws (including the Investment Advisers Act of 1940 and comparable state laws), rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

**Compliance with NASD Rules of Fair Practice.** Agent represents and warrants that, unless the Agent has given Schwab written notice to the contrary, Agent is not "associated" with a member of the National Association of Securities Dealers, Inc., within the meaning of Article I(O) of the NASD bylaws. Agent agrees to give Schwab prompt and written notice if Agent later becomes so associated in accordance with NASD's Conduct Rule 3050 (formerly Section 26 of the Rules of Fair Practice).

**Information.** Agent will provide promptly any information reasonably requested by Schwab concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Agent will take any action believed by Schwab to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab has any duty to supervise or monitor Agent's management of Customer's

accounts or compliance with applicable law. Agent represents and warrants that all information Agent provides to Schwab in this Agreement, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab promptly and take such action as is necessary to revise such information.

**Verification.** Agent authorizes Schwab to inquire from any source, including a consumer reporting agency, as to Customer's identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of Customer's spouse, if Customer lives 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.

**Monitoring of Conversations.** Agent agrees that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service Agent or Customer receives, to verify securities transaction information or for any other valid purpose. Agent acknowledges that Schwab may not be able to locate a tape recording unless Schwab is provided the date and time of the conversation and the full name of the Schwab representative involved in the conversation. Agent agrees that Schwab has the sole right to determine how long tape recordings will be retained.

**Sale and Control of Restricted Securities (LPOA and FPOA only).** Before instructing Schwab to sell securities that are:

- "restricted securities" or securities of an issuer of which Agent or the Customer 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 701 or Rule 145 under such Act, or
- securities of which the Customer or the Agent and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities,

**Section 3: Agent's Terms and Conditions (Continued)**

Agent 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 requests in order to comply with its regulatory duties.

Agent agrees not to hold Schwab liable for delays in the sale or settlement of such securities, or the release of proceeds from such sale resulting from the failure of the issuer's counsel to issue in a timely manner or to approve any necessary legal opinion, or any other action or failure to act of any person or entity other than Schwab.

Agent agrees not to tender any such securities as collateral for an obligation the Customer owes Schwab, unless Agent first obtains Schwab's prior written consent.

**Indemnification.** Agent agrees to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and Agents from and against all claims, actions, judgments, settlement amounts, cost and liabilities, including attorneys'

- fees, arising out of or relating to:
- any breach by Agent of any provision of this Agreement,
- the performance or non-performance of the Agent's services, and
- any dispute involving Agent and Customer.

**Entire Agreement.** This Agreement contains all of the agreements, representations and understandings made between Agent and Schwab. All modifications and amendments must be in writing and signed by Schwab. Schwab may amend the Agreement with advance notice to Agent.

**Assignment.** Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to the Agent, or to any other entity after 30 days' written notice to Agent. Agent may not assign this Agreement without Schwab's prior written consent. This Agreement is binding upon and will inure to the benefit of each party's

successors, heirs, legal representative and permitted assigns.

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof will not be taken or held to be a waiver of the provision itself.

**Governing Law.** The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 4 below shall be governed by the Federal Arbitration Act.

**Arbitration.** Agent agrees to the arbitration provisions in Section 4, which also includes required arbitration disclosures.

**Section 4: Account Holder and Agent Agree to Arbitration (Read carefully)**

**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, 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, Agents, 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 National Association of Securities Dealers (NASD) 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 the NASD or such eligible national securities exchange. If arbitration before the NASD 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:

**Section 4: Account Holder and Agent Agree to Arbitration (Continued)**

- (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.

**Section 5: Schwab Bank Account Holder's Authorization of Agent's Powers (Read carefully.)**

I authorize Charles Schwab Bank, N.A. ("Schwab Bank") to take such actions as Schwab Bank deems necessary to carry out instructions Schwab Bank receives from me and/or Agent. I further authorize Schwab Bank, in its sole discretion and for whatever reason, to request additional documentation from me prior to executing any transaction requested by my Agent. If I have appointed two or more Agents, both Agents will have identical powers as indicated in Section 2 of the Power of Attorney form, and I hereby authorize them to act alone and without the consent of the other Agent or Agents with respect to the powers granted. In addition, I hereby authorize Schwab Bank, in its sole discretion, to restrict my Schwab Bank Investor Checking™ Account from further activity in the event the Agents enter conflicting or inconsistent instructions.

transactions, but not to make withdrawals or transfer funds. My Agent may also request copies of specific account statements upon my request. For FPOA, my Agent's authority consists of unlimited authority to view account information, balances and transactions, transfer or withdraw money from my Account, including into the name of the Agent, to write checks against my Account, obtain stop payments and generally take any other actions with respect to my Account in the same manner and to the same extent as I am permitted to do. My Agent may also request copies of specific Account statements upon my request. I understand that certain access devices may not be made available to my Agent. My Agent is authorized to update certain account information, but not to change the Schwab Bank Investor Checking Account mailing address nor to change or create joint accounts. At its discretion, Schwab Bank may,

but is not obligated to, decline to accept certain updated account information from the Agent. My Agent is authorized on my behalf to enter into further agreements with Schwab Bank regarding my Schwab Bank Investor Checking Account and generally to take all actions necessary in connection with the Account, or which are considered desirable by the Agent. Whenever this Power of Attorney is attached to any instrument of assignment or transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of such Power of Attorney, to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets the authority conferred herein is still in full force and effect.

For LPOA, my Agent's authority consists of the authority to view account information, balances and

**Section 6: Schwab Bank Account Holder's Terms and Conditions (Read carefully.)**

All transactions will be governed by the terms and conditions of all account agreements as applicable to my Schwab Bank Investor Checking Account.

**Role of Schwab Bank.** I acknowledge and agree that:

- Schwab Bank will merely effect transactions as directed by Agent (LPOA and FPOA):
- Schwab Bank will not give legal or tax advice:
- Schwab Bank is not acting as a fiduciary;
- I (and not Schwab Bank) am responsible for investigating and selecting Agent;
- Agent is not affiliated with or controlled or employed by Schwab Bank, and Schwab Bank has not approved, recommended or endorsed Agent;
- Unless required by applicable law, Schwab Bank has no duty to review, supervise or monitor any transaction by Agent in my Schwab Bank Investor Checking Account; and
- Schwab Bank reserves the right, in its sole discretion, to no longer honor instructions for Agent and will notify me if it chooses to do so.

I understand that Schwab Bank has not provided any advice to me regarding this Power of Attorney, and if there is anything about this Power of Attorney that I do not understand, I should consult with my personal attorney for an explanation.

**Indemnification.** I hereby ratify and confirm any and all transactions or dealings effected in and for my Schwab Bank Investor Checking Account by my Agent, and I agree to indemnify and hold harmless Schwab Bank, its affiliates and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- their reliance on this Power of Attorney,
- Schwab Bank's execution of Agent's instructions, and
- Schwab Bank's execution of disbursement instructions received from Agent (FPOA only).

Furthermore, I agree to indemnify and hold Schwab Bank harmless from, and to pay Schwab Bank promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Agent with respect to my Schwab Bank Investor Checking Account. I also agree that Schwab Bank will not be liable and I will not attempt to hold Schwab Bank liable for any transaction or decision made by the Agent whom I have selected, regardless of whether or not any such transaction or decision was specifically authorized by me.

**Termination of Authority.** This Power of Attorney, authorization and indemnification will remain in effect until Schwab Bank or Schwab is notified in

writing of my death, mental disability, incompetence or incapacity or until I have revoked it by written notification and such notification is received by Schwab Bank or Schwab. Such revocation will not affect my obligations resulting from transactions initiated prior to Schwab Bank's or Schwab's receipt of notice of revocation.

**Assignment.** This Power of Attorney supplements and in no way limits or restricts rights which Schwab Bank may have under existing law or any other agreement with me. This Power of Attorney will bind my heirs, executors, administrators, successors and assigns, and will benefit Schwab Bank's successors, affiliates and assigns.

**Governing Law.** The laws of the state of Nevada (but not the choice of law doctrines), as applied to Schwab Bank agreements signed and/or performed by Schwab Bank, shall apply and bind the Account Holder(s) and Agent(s) in any and all questions arising under Sections 5 through 7 of this Power of Attorney Authorization and Agreement, including questions of validity, interpretation and performance. All other questions arising out of any other section of this Power of Attorney Application and Agreement shall be governed by California law.

**Arbitration.** The arbitration provision in the Schwab Bank Deposit Account Agreement applies to this Power of Attorney with respect to the Account Holder's agreement with Schwab Bank.

**Section 7: Schwab Bank Agent's Terms and Conditions** (Read carefully.)

The Agent signing in Section 6 of the Power of Attorney form and Schwab Bank agree that the authority conferred on the Agent by the Power of Attorney executed by the Schwab Bank Investor Checking™ Account Holder ("Customer") shall be exercised in accordance with the following terms and conditions:

**Authorization to Make Transactions in the Customer's Account.** Agent may give instructions and take actions with respect to the Account pursuant to the Power of Attorney. Customer may revoke the Power of Attorney at any time by giving written notice to Schwab Bank or Schwab.

Customer will have concurrent full authority at all times to take actions for the Account. Agent agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Agent and the Customer.

**Role of Schwab Bank.** Unless required by applicable law, Schwab Bank will not make or review transactions or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any transactions in a Customer's account.

**Account Statements.** Unless the Customer makes a specific request, Schwab Bank will not send duplicate account statements to the Agent.

**Agent's Relationship to Schwab Bank.** Such Agent will not represent to Customer that Schwab Bank and Agent are affiliated or have any relationship other than that described in this Power of Attorney; that Schwab Bank endorses or recommends the Agent; that Schwab Bank provides any advice other than that described in this Power of Attorney; that Schwab Bank participates in or reviews Agent's decisions; or that Schwab Bank manages, supervises or monitors transactions in the Account.

Any Agent agrees to immediately notify Schwab Bank of the Customer's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney. Agent also agrees to notify Schwab Bank of any incapacity, incompetence or mental disability of the Customer that would render the Power of Attorney void.

**Compliance with Applicable Laws.** Agent will comply with all applicable state and federal laws, rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

**Information.** Agent will provide promptly any information reasonably requested by Schwab Bank concerning the management of the Account or compliance with this Power of Attorney. If questions arise concerning compliance with any law, whether federal or state, Agent will take any action believed by Schwab Bank to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab Bank has any duty to supervise or monitor Agent's management of Customer's accounts or compliance with applicable law.

Agent represents and warrants that all information Agent provides to Schwab Bank in this Power of Attorney, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab Bank becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab Bank promptly and take such action as is necessary to revise such information.

**Verification.** Agent authorizes Schwab Bank to inquire from any source, including a consumer reporting agency, as to Agent's identity (as required by federal law), creditworthiness and ongoing eligibility for the Schwab Bank Investor Checking Account at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

**Recording and Monitoring Telephone Calls.** Schwab Bank may record or monitor telephone calls between Agent and Schwab Bank. Schwab Bank need not remind Agent of such recording or monitoring before each call unless required to do so by law.

**Indemnification.** Agent agrees to indemnify and hold harmless Schwab Bank, its affiliates and their directors, officers, employees and Agent from and against all claims, actions, judgments, settlement amounts, cost and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Agent of any provision of this Power of Attorney,
- the performance or non-performance of the Agent's services, and
- any dispute involving Agent and Customer.

**Entire Agreement.** This Power of Attorney and the Schwab Bank Investor Checking Account Agreement contain all of the agreements, representations and understandings made between Agent and Schwab Bank. All modifications and amendments must be in writing and signed by Schwab Bank. Schwab Bank may amend this Power of Attorney with advance notice to Agent.

**Assignment.** Schwab Bank may assign its rights and obligations under this Power of Attorney to any subsidiary, affiliate or successor by merger or consolidation without notice to the Agent, or to any other entity after 30 days' written notice to Agent.

Agent may not assign this Power of Attorney without Schwab Bank's prior written consent. This Power of Attorney is binding upon and will inure to the benefit of each party's successors, heirs, legal representative and permitted assigns.

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Power of Attorney will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof will not be taken or held to be a waiver of the provision itself.

**Governing Law.** The laws of the state of Nevada (but not the choice of law doctrines), as applied to Schwab Bank agreements signed and/or performed by Schwab Bank, shall apply and bind the Customer(s) and Agent(s) in any and all questions arising under Sections 5 through 7 of this Power of Attorney Authorization and Agreement, including questions of validity, interpretation and performance. All other questions arising out of any other section of this Power of Attorney Authorization and Agreement shall be governed by California law.

**Arbitration.** With respect to its relationship with Schwab Bank, Agent agrees to the arbitration provision located in the *Schwab Bank Deposit Account Agreement*.

# Power of Attorney for Charles Schwab Brokerage Accounts and Schwab Bank Investor Checking™ Accounts

charles SCHWAB

www.schwab.com  
1-800-435-4000 (inside the U.S.)  
+1-415-667-5009 (outside the U.S.)  
1-888-686-6916 (multilingual services)  
Page 1 of 4

Use this form to name an Agent (also referred to as an "Attorney-in-Fact") to act on your behalf in connection with your Brokerage Account and, if applicable, your linked Schwab Bank Investor Checking Account. This Power of Attorney (POA) will apply only to the indicated Brokerage Account and any linked Investor Checking Account.

Please note that for these purposes the term Brokerage Account refers to your account with Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, and the term Schwab Bank Investor Checking Account refers to your account with Charles Schwab Bank, N.A. ("Schwab Bank"), Equal Housing Lender, member FDIC.

## Important Information to Know Before Executing This POA Form:

### Regarding POA

1. If there is anything about this POA you do not understand, you should consult an attorney.
2. You have the right to revoke or terminate the POA at any time by providing written notice to Schwab or Schwab Bank.
3. This POA applies only to the account specified in Section 1.
4. POA authority does not apply to Custodial accounts unless you are an Investment Advisor acting in the capacity of a Limited Power of Attorney (LPOA). Investment Advisor means any person who, for compensation, engages in the business of advising others, either directly or through publications or writings.
5. If you have a Schwab Bank Investor Checking Account, you may contact or be contacted by Schwab or Schwab Bank regarding this POA.
6. POA on fiduciary accounts (e.g., estates, guardianships, conservatorships, etc.) may be restricted by state laws or other standards.
7. **This form cannot be used for a Durable Power of Attorney. Consequently, the Agent's authority will expire upon the subsequent mental disability, incompetence, incapacity or death of the account holder.**
8. **In order to accept a Full Power of Attorney (FPOA) application for a trust account (other than a revocable living trust where the trustor[s], trustee[s] and current beneficiary[ies] are all the same individual[s]), Schwab requires photocopies of the following pages from the trust document:**
  - a. Title pages containing the name and date of the trust, the trustor(s) and trustee(s)
  - b. Signature page(s)
  - c. Pages setting forth the trustees' authority to delegate powers and appoint agents

### Regarding Agents

1. Each Agent must be a U.S. citizen or U.S. resident alien and must have a U.S. mailing address.
2. This document gives your Agent a broad range of authority over your accounts whether you select an LPOA or an FPOA.
3. You are responsible for providing your Agent with all agreements, disclosures and notices regarding your account(s) and this POA.
4. In order to trade options in your account, the Agent must complete the Schwab Option, Margin and Short Capabilities Application.
5. **Agents who are Investment Advisors will be acting in their capacity as Investment Advisors and may only be authorized to act as an LPOA.**



1. Account Information (please print)

We respect your privacy. Schwab and Schwab Bank may use the information you provide to communicate with you and provide information about products and services. Read about the privacy policy of Schwab on www.schwab.com/privacy and of Schwab Bank on www.schwabbank.com/privacy.do. As required by federal law, Schwab and Schwab Bank will use the information below to verify your identity.

Name of Account Holder (or Trust, Organization)  
Name of Additional Account Holder (or Trustee, Authorized Person)

This Power of Attorney applies to the following Account:

Schwab Account Number

2. Appoint Your Agent(s) to Act in One of the Following Capacities (Check only one.)

I hereby appoint the individual(s) named in Section 4 to be my agent and attorney-in-fact (each an "Agent") with the authority to exercise the express and incidental rights and powers indicated below with respect to my Brokerage Account and Schwab Bank Investor Checking Account™

Limited Power of Attorney ("LPOA")

Authority over Brokerage Account This grants your Agent the authority to trade in your Brokerage Account in the same manner and to the same extent as you are permitted to do, but not to make withdrawals or transfer funds, including Schwab MoneyLink®. I request that Schwab mail duplicate copies of the following items to the Agent(s) listed below. Account Statements Trade Confirmations

Authority over a Linked Schwab Bank Investor Checking Account (if applicable) This grants your Agent the authority to view account information, balances and transactions, but not to make withdrawals or transfer funds. Your Agent may also request copies of specific account statements.

Full Power of Attorney AND Authorized Check User Power of Attorney (Schwab One® Brokerage Accounts only, excluding Schwab One Brokerage Accounts linked to a Schwab Bank Investor Checking Account, LPOAs, Custodial Accounts or Investment Advisors acting in the capacity of an Investment Advisor)

This grants your Agent the authority to trade in your account; to transfer or withdraw money and securities in your account, including into the name of the Agent; and to take any other actions with respect to your account in the same manner and to the same extent as you are permitted to do. This also grants your Agent the unlimited authority to write checks against your Brokerage Account.

Full Power of Attorney ("FPOA")

Authority over Brokerage Account This grants your Agent the authority to trade in your account; to transfer or withdraw money and securities in your account, including into the name of the Agent; and generally to take any other actions with respect to your account in the same manner and to the same extent as you are permitted to do. This grant of authority is not available to Investment Advisors acting in the capacity of an Investment Advisor to Custodial Accounts. I request that Schwab mail duplicate copies of the following items to the Agent(s) listed below. Account Statements Trade Confirmations

Authority over a Linked Schwab Bank Investor Checking Account (if applicable) This grants your Agent the unlimited authority to transfer or withdraw money from your account, including into the name of the Agent; to write checks against your account; to obtain stop payments; and to take any other actions with respect to your account in the same manner and to the same extent as you are permitted to do. Your Agent may also request copies of account statements.

Additional Authority over an IRA, QRP, 403(b)(7) or Keogh Account

In addition, I wish to authorize my Agent to execute or change a beneficiary designation on my behalf. Even if checked, your Agent may not execute a beneficiary designation in favor of himself or herself.

Authorized Check User Power of Attorney (Schwab One Brokerage Accounts only, excluding Schwab One Brokerage Accounts linked to a Schwab Bank Investor Checking Account, or LPOAs) This grants your Agent the unlimited authority to write checks against your Brokerage Account.

3. Schwab One Signature Card

If the Agent will be an Authorized Check User, all Account Holders and Agent(s) must sign (for each additional Agent, please complete and sign a separate Power of Attorney form).

Signature(s) and Date(s) Required

Signature and date fields for Account Holder, Additional Account Holder, and Agent.

FOR CHARLES SCHWAB USE ONLY:

Internal Schwab processing fields including Search Office and Account Number, ODA Number, Customer ID Number, Source Code, Approved By, Print Name of Approver, and Date.

4. Agent Information\*

Name (First) (Middle) (Last)		
Home Street Address (no P.O. boxes) City, State, Zip Code		
Mailing Address (if different from above; P.O. boxes may be used) City, State, Zip Code		
Home Telephone Number ( )	Business Telephone Number ( )	Email Address* (Required to access the account through the web)
Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Mother's Maiden Name
ID Number <input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	Place of Issuance	Expiration Date
Country(ies) of Citizenship (Must list all) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____

Securities industry regulations require that we collect the following information:

Check only one: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Homemaker <input type="checkbox"/> Not employed	
Employer	Occupation/Position
Business Street Address City, State, Zip Code	
Are you affiliated with or employed by a stock exchange or member firm of an exchange or the NASD or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)	
Are you a director, 10% shareholder or policymaking officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ and trading symbol _____)	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	
Annual Income: <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$15,000-\$24,999 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More	
Liquid Net Worth: <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More Specify: _____	

Are you being compensated for providing investment advice on this account or any other account? (required) <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you, or are you employed by, a federal or state registered investment advisor? (required) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the following information:
Firm Name or DBA
Investment Advisor Registration Depository (IARD) or State Registration Number
Firm ID Identification Number

\*If you want to add more than one Agent, please complete a Power of Attorney form for each additional Agent.  
 \*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [www.schwab.com/privacy](http://www.schwab.com/privacy).

5. Account Holder(s) Signature and Notarization (All Account Holders must sign.)

By signing this Power of Attorney form, I certify that I have read carefully the provisions of this document, including the attached Power of Attorney Authorization and Agreement, and I understand that it authorizes my Agent, herein named, to exercise all rights and powers set forth above with respect to my Brokerage Account and Schwab Bank Investor Checking™ Account, and I understand that anything my Agent may do in the exercise of such rights and powers is fully binding upon me.

I authorize Schwab (and Schwab Bank, if applicable) and other persons to whom Schwab or Schwab Bank has given instructions in order to implement my Agent's instructions, to rely on my Agent's instructions without obtaining my approval, countersignature or co-signature and to take other actions necessary or incidental to the execution of such instructions. If I have named more than one Agent, I agree that each Agent may act independently and without the consent of any other Agent. I understand that this is not a Durable Power of Attorney and that all authority granted to my Agent shall cease automatically upon Schwab (or Schwab Bank, if applicable) receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death.

Investment Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value



**5. Account Holder(s) Signature and Notarization (Continued)**

If this "Power of Attorney" relates to a Trust Account each Trustee certifies that the Trust instrument authorizes the delegation of authorities as indicated within this "Power of Attorney" form and such delegation is not prohibited by the laws that govern the Trust.

FURTHERMORE, BY SIGNING THIS FORM, I ACKNOWLEDGE THAT THE ATTACHED "POWER OF ATTORNEY AUTHORIZATION AND AGREEMENT" RELATES TO MY ACCOUNTS AND IS PART OF THE (a) ACCOUNT AGREEMENT BETWEEN ME AND SCHWAB FOR MY BROKERAGE ACCOUNT AND (b) ACCOUNT AGREEMENT BETWEEN ME AND SCHWAB BANK FOR MY INVESTOR CHECKING ACCOUNT. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ATTACHED "POWER OF ATTORNEY AUTHORIZATION AND AGREEMENT" AND RETAINED A COPY FOR MY RECORDS AND THAT IT IS MY RESPONSIBILITY TO PROVIDE A COPY TO MY AGENT(S) IF SO DESIRED.

The Power of Attorney Authorization and Agreement includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in Section 4, pages 3 and 4, of the Power of Attorney Authorization and Agreement.

**Signature(s) and Date(s) Required**

<input checked="" type="checkbox"/>	Account Holder Signature	Print Name	Date
	Additional Account Holder Signature	Print Name	Date

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) personally known to me (or 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 who 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. WITNESS my hand and official seal. Notary Public _____ (Signature of Notarizing Officer) Expiration Date _____ (mm/dd/yyyy)	(NOTARY SEAL)
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\*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.

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) personally known to me (or 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 who 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. WITNESS my hand and official seal. Notary Public _____ (Signature of Notarizing Officer) Expiration Date _____ (mm/dd/yyyy)	(NOTARY SEAL)
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\*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.

**6. Agent Signature(s) (Required)**

By signing this Power of Attorney form, I acknowledge that I have received and read the attached Schwab Power of Attorney Authorization and Agreement and retained a copy for my records. I acknowledge that my signature signifies and constitutes my agreement to the terms and conditions set forth in the Schwab Power of Attorney Authorization and Agreement, including the Agent's Terms and Conditions in Section 3 and, if applicable, the Schwab Bank Agent's Terms and Conditions in Section 7 in the attached Power of Attorney Authorization and Agreement.

The Schwab Power of Attorney Authorization and Agreement includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in Section 4, pages 3 and 4, of the Schwab Power of Attorney Authorization and Agreement.

**Signature and Date Required**

<input checked="" type="checkbox"/>	Agent Signature	Print Name	Date
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FOR CHARLES SCHWAB USE ONLY:											
Branch Office and Account Number											