

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

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

Do not use this form to grant authority to an investment advisory firm to place trade orders, make disbursements or pay fees from your account. For these purposes, use the Limited Power of Attorney form. This Power of Attorney is not durable. Consequently, the Agent's ("Attorney-In-Fact's") authority will expire upon the subsequent mental disability, incompetence, incapacity or death of the principal.

1. Account Holder Information and Authorization Agreement

To: Charles Schwab & Co., Inc.—Authorization Agreement. The terms "I," "me" and "my," as used throughout this form, refer to the Schwab Account Holder(s). I hereby authorize the Agent ("Attorney-In-Fact") named in Section 3 to be my Agent and Attorney-In-Fact, and in such capacity to give instructions to Charles Schwab & Co., Inc. ("Schwab") in connection with my Schwab account (the "Account") and to take other actions necessary or incidental to the execution of such instructions. I authorize Schwab, and other persons to whom Schwab has given instructions in order to implement the Attorney-In-Fact's instructions, to rely on Attorney-In-Fact's instructions without obtaining my approval, countersignature or cosignature. I understand that this is not a durable Power of Attorney and that all authority granted to my Attorney-In-Fact shall cease automatically upon Schwab receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death.

Schwab Account Number _____
Account Holder's First Name _____ Middle _____ Last _____
Additional Account Holder's First Name _____ Middle _____ Last _____

2. Authority Designation Appoint your Agent(s) to act in one of the following capacities (select only one):

- Limited Power of Attorney
- Full Power of Attorney
- Authorized Check User Power of Attorney
- Full Power of Attorney and Authorized Check User Power of Attorney

Note:
• State law may restrict the delegation of authority on fiduciary accounts (including guardianships, conservatorships and estates). Please consult legal counsel.
• If option trading is permitted on the Account, the Agent must complete an Option, Margin & Short Account Trading Application.

Limited Power of Attorney (LPOA)—or Trading Authorization Only

Grants the authority to trade in your Account, in the same manner and to the same extent as you are permitted to do, but not to make withdrawals or transfer funds. Also grants the authority to update certain account information, but not to change the account mailing address.

Note: This LPOA is not applicable to Custodial or Schwab Bank High Yield Investor Checking™ accounts. If your Agent ("Attorney-In-Fact") is an authorized check user on your Account, you cannot designate him/her as an LPOA, but he/she may be designated as an FPOA.

Full Power of Attorney (FPOA)

Grants the authority to trade in your Account; to transfer or withdraw money and securities in your Account, including into the name of the Attorney-In-Fact; 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.

Note: This FPOA is not applicable to Custodial accounts. For a Trust account (other than a revocable living Trust account, where the Trustor[s], Trustee[s] and current beneficiary[ies] are all the same individuals), before accepting an FPOA application, Schwab may require additional documentation to determine whether the Trust allows the Trustees to delegate powers and appoint Agents.

Beneficiary Designation (Optional—applicable only for FPOA) Account Holder initial here.

Initial here only if this is an IRA, QRP, Keogh or 403(b)(7) account and you wish to authorize the Attorney-In-Fact to execute or change a beneficiary designation on your behalf. Even if checked, the Attorney-In-Fact may not execute a beneficiary designation in favor of himself or herself.

Authorized Check User Power of Attorney ("Authorized Check User")

Grants the unlimited authority to write checks against your account. (Note: You may only authorize two additional check users on your Account. The names of the authorized users will not be printed on the checks.)

For a Trust account (other than a revocable living Trust account, where the Trustor[s], Trustee[s] and current beneficiary[ies] are all the same individuals), before accepting an Authorized Check User Power of Attorney application, Schwab will require photocopies of the following pages from the Trust document: title pages containing the name and date of the Trust, the Trustor(s) and the Trustee(s); signature page(s); and pages setting forth the Trustees' power to delegate power and appoint Agents.

Mail Duplicate Copies

I request that Schwab mail duplicates of the following items to the Agent listed in Section 3: Account Statements Trade Confirmations

For Charles Schwab Use Only
Account Number _____ Date Approved (mm/dd/yyyy) _____
Print Name of Approver _____ Signature _____



3. Agent ("Attorney-In-Fact") and/or Authorized Check User Information

If appointing two Agents, both Agents will have identical powers as indicated in Section 2.

Attorney-In-Fact

Order additional Schwab One® checks.

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

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

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

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

USA Other Other USA Other

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

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

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

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

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

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

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

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

Additional Attorney-In-Fact

Order additional Schwab One checks.

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

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

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

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

USA Other Other USA Other

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

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

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

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

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

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

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

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

4. Certification of Trust—Trust Accounts Only

By signing this Power of Attorney form on behalf of a Trust, each Trustee signing below (the "Trustees") certifies that the representations and warranties in the attached Certification of Trust are true and complete.

5. All Account Holders Must Sign

I have read carefully the provisions of this Power of Attorney, and I understand that it authorizes my Agent and Attorney-In-Fact, herein named, to exercise all rights and powers set forth above with respect to my Schwab account, and I understand that anything my Agent may do in the exercise of such rights and powers is fully binding upon me. **The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in the Required Arbitration Disclosures and Arbitration Agreement sections, pages 3 and 4, of the Power of Attorney Agreement.**

Signature: Account Holder _____ Print Name _____ Date _____
 (mm/dd/yyyy)

Signature: Additional Account Holder _____ Print Name _____ Date _____
 (mm/dd/yyyy)

Signature: Additional Account Holder _____ Print Name _____ Date _____
 (mm/dd/yyyy)

Account Holder signature(s) must be notarized.

State of _____, County of _____ Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.* WITNESS my hand and official seal. Notary Public _____ Expiration Date _____ (Signature of Notarizing Officer) (mm/dd/yyyy)	(NOTARY SEAL)
---	---------------

*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.

State of _____, County of _____ Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.* WITNESS my hand and official seal. Notary Public _____ Expiration Date _____ (Signature of Notarizing Officer) (mm/dd/yyyy)	(NOTARY SEAL)
---	---------------

*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.

For Charles Schwab Use Only _____ Account Number



5. All Account Holders Must Sign (Continued)

Account Holder signature(s) must be notarized.

<p>State of _____, County of _____</p> <p>Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.*</p> <p>WITNESS my hand and official seal.</p> <p>Notary Public _____ Expiration Date _____ <small>(Signature of Notarizing Officer) (mm/dd/yyyy)</small></p> <p>*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.</p>	<p>(NOTARY SEAL)</p>
--	----------------------

6. Agent (“Attorney-In-Fact”) and/or Authorized Signatures

I have read carefully and I understand the provisions of this Power of Attorney, including the Agent (“Attorney-In-Fact”) Agreement.

<p>▶ _____ Signature: Attorney-In-Fact</p>	<p>_____ Print Name</p>	<p>_____ Date <small>(mm/dd/yyyy)</small></p>
<p>▶ _____ Signature: Additional Attorney-In-Fact</p>	<p>_____ Print Name</p>	<p>_____ Date <small>(mm/dd/yyyy)</small></p>

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

Account Holder's Authorization of Agent's Powers

I authorize Schwab to take such actions as Schwab deems necessary to carry out instructions Schwab receives from me and/or Attorney-In-Fact. 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 Attorney-In-Fact. If I have appointed two or more Agents and Attorneys-In-Fact, both agents will have identical powers as indicated in Section 2, 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 circles in Section 2. If Agent is associated with a member of the Financial Industry Regulatory Authority (FINRA), Schwab is authorized to deliver information concerning my Account, including duplicate confirmations and account statements, to such members upon written request.

For both FPOA and LPOA, the Attorney-In-Fact'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 Attorney-In-Fact. The Attorney-In-Fact 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, Attorney-In-Fact 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, Attorney-In-Fact, after an option trading application is completed by the Attorney-In-Fact and approved by Schwab, is authorized to place option orders in the Account in accordance with my stated option approval level.

Notwithstanding the aforementioned, if this trading authorization applies to an IRA, QRP, 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 Attorney-In-Fact 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.

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 Attorney-In-Fact or upon Attorney-In-Fact'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 Attorney-In-Fact;

And, for FPOA on an IRA, QRP, 403(b)(7) or Keogh account ("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 Attorney-In-Fact) 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 Attorney-In-Fact himself or herself.

And, for Authorized Check User only, the Attorney-In-Fact'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 Attorney-In-Fact are returned, Schwab may continue to honor all checks written against the Account by the Attorney-In-Fact.

Account Holder Terms and Agreement

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 Attorney-In-Fact (LPOA and FPOA only);
- Schwab will not give legal or tax advice;
- I and Attorney-In-Fact 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 Attorney-In-Fact 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 Attorney-In-Fact;
- Attorney-In-Fact is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed Attorney-In-Fact;
- Unless required by applicable law, Schwab has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Attorney-In-Fact in my Account; and
- Schwab reserves the right, in its sole discretion, to no longer honor instructions for

Attorney-In-Fact and will notify me if it chooses to do so.

I have inquired as to whether or not my Agent and Attorney-In-Fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriate state authority of my state of residence, where such registration would be required. I understand that Schwab is not responsible for ensuring that my Attorney-In-Fact is in continuing compliance with any such registration requirements. In addition, I have investigated the business experience, qualifications and reputation of my Agent and Attorney-In-Fact and am satisfied with the experience, qualifications and reputation of my Agent and Attorney-In-Fact.

Account Holder Terms and Agreement (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 Attorney-In-Fact, 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 Attorney-In-Fact's instructions; and
- Schwab's execution of disbursement instructions received from Attorney-In-Fact (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 Attorney-In-Fact with respect to my Account. I also agree that since

Schwab will not review, supervise or monitor trading by the Attorney-In-Fact 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 Attorney-In-Fact 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 below shall be governed by the Federal Arbitration Act.

Arbitration. I agree to the arbitration provisions below, which also include required arbitration disclosures.

Agent ("Attorney-In-Fact") Agreement

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

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

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 Client's account. Client and Attorney-In-Fact are responsible for determining the nature, potential value and suitability for Client of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); Attorney-In-Fact will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to Attorney-In-Fact that is clearly identified as a Schwab recommendation for Attorney-In-Fact 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 Client directs otherwise, Schwab will

not automatically send duplicate trade confirmations and account statements to the Attorney-In-Fact.

Attorney-In-Fact's Relationship to Schwab. If appointed FPOA or LPOA, Attorney-In-Fact hereby represents that he/she is familiar with and has reviewed the investment goals, guidelines and objectives of the Client; and will invest in a way that is consistent with the Client's stated goals and objectives. Such Attorney-In-Fact will not represent to Client that Schwab and Attorney-In-Fact are affiliated or have any relationship other than that described in this Agreement, that Schwab endorses or recommends the Attorney-In-Fact, that Schwab provides any advice other than that described in this Agreement, that Schwab participates in or reviews Attorney-In-Fact's trading decisions, or that Schwab manages, supervises or monitors trading in the Account.

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

Compliance with Applicable Law. Attorney-In-Fact 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 FINRA Rules of Fair Practice. Attorney-In-Fact represents and warrants that, unless the Attorney-In-Fact has given Schwab written notice to the contrary, Attorney-In-Fact is not "associated" with a member of the Financial Industry Regulatory Authority within the meaning

of Article I(Q) of FINRA bylaws. Attorney-In-Fact agrees to give Schwab prompt and written notice if Attorney-In-Fact later becomes so associated in accordance with FINRA's Conduct Rule 3050 (formerly Section 28 of the Rules of Fair Practice).

Information. Attorney-In-Fact 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, Attorney-In-Fact 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 Attorney-In-Fact's management of Client's accounts or compliance with applicable law.

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

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

Monitoring of Conversations. Attorney-In-Fact agrees that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service Attorney-In-Fact or Client receives, to verify securities transaction information or for any other valid purpose. Attorney-In-Fact

Agent (“Attorney-In-Fact”) Agreement (Continued)

acknowledges that Schwab may not be able to locate a recording unless Schwab is provided the date and time of the conversation and the full name of the Schwab representative involved in the conversation. Attorney-In-Fact agrees that Schwab has the sole right to determine how long 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 Attorney-in-Fact or the Client 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 Client or the Attorney-In-Fact and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities;

Attorney-In-Fact 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.

Attorney-In-Fact 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.

Attorney-In-Fact agrees not to tender any such securities as collateral for an obligation the Client owes Schwab, unless Attorney-In-Fact first obtains Schwab’s prior written consent.

Indemnification. Attorney-In-Fact agrees to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and Attorneys-In-Fact from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys’ fees, arising out of or relating to:

- any breach by Attorney-In-Fact of any provision of this Agreement;
- the performance or non-performance of the Attorney-In-Fact’s services; and
- any dispute involving Attorney-In-Fact and Client.

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

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 Attorney-In-Fact, or to any other entity after 30 days’ written notice to Attorney-In-Fact. Attorney-In-Fact 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 below shall be governed by the Federal Arbitration Act.

Arbitration. Attorney-In-Fact agrees to the arbitration provisions below, which also include required arbitration disclosures.

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

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

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

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

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

Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction

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

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

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

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

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

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

Agent (“Attorney-In-Fact”) Agreement (Continued)

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.

Certification of Trust—Trust Accounts Only**Certification, Trust Indemnity and Agreement**

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

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

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

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

The Trustee(s) acknowledge and agree that all prior designations, consents and authorizations which may have previously been agreed to by any prior Trustee(s) acting on behalf of the Account(s) shall continue to apply both with respect to the Trust and to the Trustee(s). The Trustee(s) further acknowledge and agree that

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

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

The undersigned Trustee(s) hereby jointly and severally indemnify Schwab and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys’ fees) arising out of, or related to, any actual or alleged improper or unsuitable actions taken at such Trustee’s instructions in connection with the Account(s). This indemnification is made by the undersigned Trustee(s) both in their capacities as Trustee(s) and in their individual capacities, and shall not be limited by the Trustees’ provision to Schwab of independent documentation concerning the representations made herein. All names and terms that are not specifically defined in this form (including this Certification) have the same meanings as in the Application (as defined above). In addition, all terms and conditions specified in the Application apply to this form. When completed, signed and accepted by Schwab, this form (including this Certification) will be part of the Application.

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

WB

©2008 Charles Schwab & Co., Inc. All rights reserved. Member SIPC.

Schwab Institutional is a division of Charles Schwab & Co., Inc. FTA 04541 (1007-1634) APP25065-05 (01/08)