

2. Investment Manager Service Agreement Terms and Conditions (Continued)

General Description of Services

Schwab will provide you with products and services designed specifically for Investment Managers and their clientele. Such products and services include, without limitation, product and account services, administrative services and information and resource services.

Relationships of Schwab, Investment Manager and Clients

Schwab recognizes that you and your Clients have selected Schwab as the custodian and Schwab acknowledges the primacy of your relationship with your Clients. You are the investment Manager for your Clients and Schwab is the broker-dealer for the Clients. We will both cooperate with each other in connection with the performance of our respective responsibilities to Clients.

We agree that as between us, you will have primary responsibility for Client communications except for communications with Clients who are referred to you by Schwab through Schwab Advisor Network® or other Schwab programs. Schwab has no intent to communicate with your Clients except as may be required by law, rule or regulation, as for example brokerage confirmations and account statements, and as Schwab reasonably determines necessary. Schwab will use its best efforts to limit its communications with your Clients to those designed exclusively for Schwab Institutional® clientele, and as described herein. Schwab will (a) provide you with information on matters which you in your sole discretion determine to communicate to Clients and (b) use its best efforts to encourage your Clients who make inquiries to Schwab to direct these communications through you. We agree that nothing in this Agreement will limit Schwab's communications with Clients referred to you through Schwab Advisor Network.

We are not affiliated with each other in any way. Neither of us will represent or imply in any way that either of us has any relationship with the other party except as described in this Agreement. You acknowledge that some of Schwab's Investment Manager clients are the Investment Manager of mutual funds made available through Schwab's Mutual Fund MarketPlace® but Schwab does not recommend, sponsor or endorse any such Investment Manager or any such funds.

Neither of us will use the other's name in advertising or marketing materials, or otherwise, without the other's prior written consent, except that you may use Schwab's name without Schwab's consent as may be required in your Form ADV; and provided, however, that Schwab may disclose to mutual fund companies the identity of your firm and the fund balance and transaction information relating to mutual fund purchases and sales you make through Schwab.

Investment Manager's Authorization

You represent and warrant that

- You have in your files each Client's written authorization appointing you as Investment Manager with respect to the assets of all of such Client's accounts opened and maintained with Schwab on which you act as Investment Manager (individually, an "Account," or collectively, the "Accounts").
- You have in your files each Client's written authorization in the form of an agreement or power of attorney to engage in all actions on behalf of such Client in which you engage under this Agreement, including giving instructions to Schwab for transactions in securities and financial instruments and aggregating orders of multiple Client Accounts.
- You have reviewed applicable documentation with respect to each Client's Account and have reasonably verified that the person(s) who provided you with the respective authorizations to act on such Client's behalf was properly authorized to give such authorizations. Schwab may rely on such authorizations without further inquiry.
- You know and understand the financial position and investment objectives of your respective Clients and the orders placed on behalf of each respective Client are suitable for such Client.
- You have all necessary authority to enter into this Agreement.

We both acknowledge that notwithstanding anything in this Agreement to the contrary, your Clients will be authorized to take any action in, and will be entitled to receive any information with respect to, the respective Client's Account as is authorized in the respective Client's brokerage account agreement.

Information Regarding Investment Manager

You represent and warrant that all information you provide to Schwab in this Agreement, on your Form ADV or otherwise at any time, is true, accurate and complete. If any information you furnish to Schwab becomes

materially inaccurate, false or otherwise misleading, you will notify Schwab promptly and take such action as is necessary to revise such information. You authorize Schwab to conduct such due diligence inquiries regarding you as Schwab reasonably determines necessary. Schwab will provide you with the results of such inquiries upon your request. You will promptly provide to Schwab any information reasonably requested by Schwab concerning your management of Client Accounts or your compliance with any federal or state laws.

Investment Orders and Transactions

Schwab will execute orders you or your Clients place, provided that Schwab receives securities or other property in good deliverable form prior to settlement. Unless you or your Client specify to Schwab that an order be executed on a specified exchange or market and Schwab has agreed to such execution, Schwab will, at its sole discretion, execute any order to purchase or sell securities in any location or on any market or any exchange where such security is traded. Schwab will assume all orders you or your Client place are "long" unless you or your Client designate them as "short."

All transactions are subject to Schwab's house trading rules and policies and to the applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization and applicable state and federal laws, rules and regulations, all as amended from time to time.

Schwab will send your Clients trade confirmations and Client Account statements. Schwab will send you duplicate trade confirmations, Client Account statements and other documentation if Schwab receives your Client's authorization to do so.

Schwab will make available to you price and other market data information (collectively, "market data") upon your reasonable request. Schwab obtains market data from industry sources Schwab reasonably believes to be reliable. The accuracy, completeness, timeliness or correct sequencing of the market data cannot be guaranteed by either Schwab or the market data providers. Neither Schwab nor such providers will be liable for the accuracy of, or availability of, such market data.

Instructions and Recording

You authorize Schwab to act on telephone, telex, facsimile, wire, written and any other instruction Schwab believes in good faith to be authorized by you, provided, however, that Schwab reserves the right to require written instructions. You authorize Schwab to record telephone calls without providing further notice to you that such calls are being recorded.

Investment Management Fee Payment Services

Schwab will provide you the investment management fee payment services described in this Agreement.

Schwab will charge the respective Client Account for your investment management fees with respect to such Client within a reasonable time after Schwab receives your invoice for such fees, subject to all of the following:

- Schwab has received your Client's written authorization to charge the designated Client Account for your investment management fees.
- Schwab has received from you your invoice specifying the amount of fees to be charged to the respective Client Account.
- The available funds in the respective Client's Account at the time the charge for your fees is to be made against such Account are sufficient to cover the amount to be charged as specified in your invoice. Schwab will have no obligation to charge a Client Account if available funds in the Client's Account at the time the charge is to be made are not sufficient to pay the invoice in full. Instead, Schwab will return the unpaid invoice to you. Schwab will have no duty to monitor Client Accounts for the availability of funds.
- Schwab will credit investment management fees charged to your Clients' Accounts to your management fee account, and subject to Schwab's right as described in this Agreement to credit such amounts to "the full or partial satisfaction of "Investment Manager payment obligations" (as defined below), Schwab will remit such fees to you in the form of credit to an account of yours at Schwab or, subject to a handling charge, in the form of a check payable to you or wire transfer to another financial institution, such form to be designated by you. If you instruct us to remit such fees to you in the form of a check payable to you or a wire transfer to another financial institution, Schwab will deduct the handling fee from the amount to be remitted to you. Schwab will continue to remit your fees in the form you designate until you give us other instructions at least 30 days prior to the time you want them to take effect or until we notify you that we are modifying or discontinuing the fee payment service.

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You will not submit a subsequent invoice to Schwab for management fees, or otherwise seek to collect such fees from a Client in any manner whatsoever, once the fees have been charged to and collected from a Client Account, even if such fees have been applied to payment of "Investment Manager payment obligations" (as defined below).

You represent and warrant to Schwab that each time you submit an invoice to Schwab with respect to investment management fees, you will have concurrently provided your Client with an invoice specifying the amount of fees to be charged to the respective Client Account and that the amount reflected in such invoice is in fact due and payable. Schwab will have no duty to review the accuracy of any invoice or monitor whether you have sent an invoice to your Client. In no event will Schwab be liable for any Client's nonpayment of your investment management fees. Schwab may without liability modify, suspend or discontinue its investment management fee payment services at any time upon notice to you with respect to any or all Client Accounts.

Compliance with Applicable Law

During the term of this Agreement, each of us and our employees and representatives will remain in substantial compliance with applicable federal and 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.

Associated Persons

You represent and warrant that unless you have notified Schwab otherwise in writing, neither you nor any of your employees acting on behalf of a Client Account under this Agreement is an "associated person" within the meaning of applicable sections of the Financial Industry Regulatory Authority, New York Stock Exchange and other applicable self-regulatory rules or other rules and regulations. During the term of this Agreement, you will provide Schwab with prompt written notice if you or any of your employees acting on behalf of a Client Account under this Agreement becomes an "associated person" within the meaning of applicable rules and regulations.

Sale of Control or Restricted Securities

Before instructing Schwab to sell securities that are (i) "restricted securities" or securities of an issuer of which you or your Client is an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933); or (ii) securities that are being sold in reliance on Rule 701 and/or Rule 145(d) under such Act; or (iii) securities of an issuer of which your Client and the issuer or their underwriter have entered into an agreement restricting the transferability of such securities, you will advise Schwab of the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel) that Schwab may reasonably request. You agree not to tender any such securities as collateral for an obligation a Client owes Schwab, unless you first provide any such required documents.

Indemnification

You agree (without otherwise limiting your obligations to Schwab) to indemnify and hold harmless Schwab, its affiliates and its and their directors, officers, employees and agents from and against any and all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to:

- Schwab's acting in accordance with any instructions given by you;
- any breach by you of any material provision of this Agreement;
- the performance or nonperformance of your services to a Client; and
- any dispute between you and any Client concerning your fees, trading instructions and investment advice.

Schwab agrees (without limiting its obligation to you) to indemnify you and hold harmless you, your affiliates and your and their directors, officers, employees and agents from and against any and all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Schwab of any material provision of this Agreement;
- the grossly negligent performance or nonperformance of Schwab's services hereunder; and
- any dispute between Schwab and any Client arising out of the services Schwab provides to such Client.

Our respective obligations to indemnify each other will apply only to the extent the respective claims, actions, costs and/or liabilities are not due to the fault of the indemnified party. Neither of us will be liable to the other for consequential damages. The indemnity and hold harmless provisions in this Agreement will survive any termination of this Agreement.

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Fees and Charges

You agree to pay service fees and other charges, such as SchwabLink™ user fees, research and information charges, investment management fee payment processing charges and quarterly services fees, as they exist from time to time with respect to the services Schwab provides hereunder, and you further agree to pay any amount you owe Schwab, which amount arises out of any transaction Schwab executes on your instruction, such fees and charges and other payment obligations referred to collectively in this Agreement as "Investment Manager payment obligations."

You will be responsible for making any disclosure as may be required by applicable law, rule or regulation with respect to any reduction in, or waiver of, any Investment Manager payment obligation you accept.

As security for the payment of all present or future Investment Manager payment obligations, you grant to Schwab a continuing security interest, lien on and right of set-off with respect to all investment management fees now or in the future payable to you by Clients and otherwise payable to you by Schwab; and in any and all accounts with Schwab in which the investment management firm has an interest in its own capacity, now or in the future, and in all securities, money and other assets at any time held in any such account and in all earnings on, and proceeds of, such assets (collectively, "Investment Manager assets").

Schwab will notify you of the amount of your Investment Manager payment obligations and request your payment of them. If you fail to pay any Investment Manager payment obligation after Schwab's notice and request that you do so, Schwab's obligations to you will be reduced to the same extent, and Schwab may, and you authorize Schwab to, at its sole discretion, without further request, demand or notice, and without limiting any right of set-off Schwab may have, which right Schwab expressly reserves herein: (i) reduce the amount of any investment management fee payments otherwise payable by Schwab to you under this Agreement by the amount of such Investment Manager payment obligation; and/or (ii) sell or liquidate any Investment Manager assets, and (iii) apply such amounts to reduce your Investment Manager payment obligations to Schwab hereunder. All of Schwab's rights and remedies with respect to your failure to fulfill your Investment Manager payment obligations will be cumulative, and Schwab may execute its rights in any order.

Extraordinary Events

Schwab will not be responsible for losses caused directly or indirectly by conditions beyond its reasonable control, including, but not limited to, war, natural disasters, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

Arbitration

Regulatory authorities require Schwab disclose the following with respect to arbitration agreements:

- (1) Arbitration is final and binding on the parties.
- (2) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- (3) Prearbitration discovery is generally more limited than and different from court proceedings.
- (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

You hereby agree to settle by arbitration any controversy between you and Schwab, or its affiliates, or its or their respective officers, directors, employees or agents which controversy arises out of this Agreement or any Other Agreement (as defined below) between you and Schwab or which relates to any Client's Account, Client authorizations, Account transactions, or in any way arising out of your relationship to your Clients or to Schwab. Such arbitration will be conducted by, and according to the securities arbitration rules then in effect of, the American Arbitration Association, FINRA, the New York Stock Exchange or any other U.S.-based national securities exchange registered with the Securities and Exchange Commission. Arbitration may be initiated by serving or mailing a written notice. The notice must specify which forum will hear the arbitration. This specification will be binding on both parties.

Any award the arbitrator makes will be final, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be

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enforced and interpreted exclusively in accordance with applicable federal law, 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.

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 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.
- (4) 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.

Additional Terms

Additional terms contained in any other agreement between you and Schwab (collectively, "Other Agreements") also apply to you and are incorporated by reference in this Agreement if you use the products and services for which such agreements apply. If you are dissatisfied with all or some of those products and services, or, if you do not accept and agree to be bound by all terms and conditions in the Other Agreements, you will return to Schwab all software and any other materials related to those products and services governed by the respective agreement to which you do not agree and you will not be permitted to use the products and/or services associated with such an agreement.

Entire Agreement and Amendments

This Agreement, and such Other Agreements which govern the Schwab products and services you obtain, contain all of the Agreements, representations and understandings made between the parties with respect to the subject matter of this Agreement and the Other Agreements, respectively. The terms of this Agreement, the Other Agreements and the services offered by Schwab may be modified at any time by Schwab on 30 days' prior written notice, except that a) Schwab will provide you 45 days' prior written notice of any change in fees and charges; b) Schwab may modify, suspend or discontinue investment management fee payment services at any time upon notice to you with respect to any or all Client Accounts; and c) modifications required by law will become effective immediately. Notwithstanding the previous sentence, if Schwab provides you with written notice of a change in terms, other than a change required by law, and you elect to terminate this Agreement as a result thereof, such change will not be effective as to you for a period of 60 days from the date of Schwab's notice of change in terms, provided at least 30 days' prior to the end of such 60-day period you give Schwab written notice of your intent to terminate.

Termination

Either party may terminate this Agreement at any time by giving written notice to the other. Upon termination by either of us, a) Schwab will not be obligated to honor the authorizations granted to you by your Client in the respective Client Account agreements and in any written notices to Schwab; b) Client Accounts will be handled by Schwab in accordance with the termination of authorization provisions set forth in the respective Client brokerage account agreement and Schwab will consider such Client to have exclusive control over, and responsibility for, such Client Accounts; and c) Schwab will not be obligated to send you any further information with respect to Client Accounts. Upon Schwab's receipt of notice of a Client's termination of your authority with respect to a Client Account, the termination provisions of this paragraph shall apply with respect to such Client Account(s).

Assignment

Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to you, or to any other entity after 30 days' written notice to you. You may assign your rights and obligations under this Agreement to any subsidiary or affiliate or successor by merger or consolidation after 30 days' written notice to Schwab, subject to the successor company agreeing to be bound by this Agreement. The assignment provisions stated in this Agreement will not affect the right of either of us to terminate as otherwise provided in this Agreement. This Agreement is binding upon and will inure to the benefit of our successors and assigns.

Waiver

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

Notices

Notices required by this Agreement to be given in writing shall be sent to you at the address on this Agreement, and to Schwab at the address of your Institutional Service Group team.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, all other provisions of this Agreement will remain in full force and effect.

Applicable Law

The laws of the state of California as applied to agreements signed and performed in California will apply and bind the parties in any and all questions arising under this Agreement, including, without limitation, questions of validity, interpretation and performance, without giving effect to conflicts of law principles thereof.

By signing below, the undersigned acknowledges receipt of a copy of this Agreement and further acknowledges that a predispute arbitration agreement is contained in the Paragraph above entitled "Arbitration."

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

Please note, the Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.

Michael P Kelly, CPA
 Firm Name (Please print)
 Signature: Authorized Officer
 Michael P Kelly
 Print Name and Title

Date 5-4-10
 mm/dd/yyyy