

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

IA Firm Name (Please print.) _____

IA Master Account Number _____ Service Team _____

Prior IA Firm Name _____
(Please complete if authorization below replaces authority previously delegated.)

SchwabLink® Investor Checking Master _____

If you do not have a SchwabLink Master for your Schwab Bank High Yield Investor Checking™ ("High Yield Investor Checking") account(s), please contact your sales representative to get one established.

Is your firm (or a principal, employee or related person* of your firm) an owner, trustee, executor, guardian, conservator or custodian of this account? Yes No
If "Yes," and this is a Trust, Estate, Guardianship, Conservatorship or Custodial account, please also submit a completed Investment Advisor Account Supplemental Information Form.

Use this form to grant limited authority over your existing brokerage account at Charles Schwab & Co., Inc. ("Schwab") and, if applicable, your linked High Yield Investor Checking account at Charles Schwab Bank ("Schwab Bank") to the IA named above.

1. Account Holder Information

_____	_____	_____
Brokerage Account Number	High Yield Investor Checking Account Number (if applicable)	
_____	_____	_____
Account Holder's First Name	Middle	Last
_____	_____	_____
Additional Account Holder's First Name	Middle	Last

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

Note: Any of these authorizations may be revoked by providing notice to Schwab. If more than one person is listed on the account, each Account Holder must initial the authorizations granted below. (An "X" is not sufficient.)

_____	_____	_____	<p>Trading Authorization. I authorize Schwab to execute trades in my brokerage account at the direction of IA as provided in the Limited Power of Attorney (LPOA) Agreement.</p> <p>Trading and Disbursement Authorization.† I authorize Schwab (1) to execute trades in my brokerage account at the direction of IA as provided in the Limited Power of Attorney (LPOA) Agreement; (2) to disburse assets for investment purposes or to me personally as instructed by IA; (3) to remit checks, wire funds and otherwise to make disbursements of funds held in the brokerage account (i) to banks, broker-dealers, investment companies or other financial institutions for credit to an account of identical registration or (ii) to me at my address of record. (Note: This option is not available for Estate, Guardianship or Conservatorship accounts.)</p> <p>Fee Payment Authorization. I authorize Schwab to pay investment advisory and related fees to IA from my brokerage account in the amount of my IA's instructions.</p>
Acct. Holder/Trustee/ Custodian/Executor	Add'l Account Holder/ Co-Trustee/Co-Executor	Add'l Account Holder/ Co-Trustee/Co-Executor	
_____	_____	_____	
Acct. Holder/Trustee/ Custodian	Add'l Account Holder/ Co-Trustee	Add'l Account Holder/ Co-Trustee	
_____	_____	_____	
Acct. Holder/Trustee/ Custodian/Executor	Add'l Account Holder/ Co-Trustee/Co-Executor	Add'l Account Holder/ Co-Trustee/Co-Executor	

*A "related person" is defined as any advisory affiliate or any person that is under common control with your firm. See Form ADV for additional information.

† High Yield Investor Checking account: If you have granted "Disbursement Authorization" above to your IA on your Schwab One® brokerage account, and you have a linked High Yield Investor Checking account, you will be deemed to have granted Disbursement Authorization to your IA on your High Yield Investor Checking account as well. Under this Disbursement Authorization, your IA will have the ability to transfer or withdraw money from your High Yield Investor Checking account, place stop payments, and generally take such other actions with respect to this account in the same manner and to the same extent as you are permitted to do. However, in general, your IA will not be issued checks for this account, has no authority to sign checks for this account and will not be issued a check card for this account or access to Schwab Bank Bill Pay™ service. Your IA may request copies of specific account statements for this account. Any of these authorizations may be revoked by providing notice to Schwab or Schwab Bank. Schwab or Schwab Bank may require that such notice be provided in writing.

If you have not granted your IA Disbursement Authorization on your Schwab One brokerage account, your IA may only have authority to view account information, balances and transactions, but not to make withdrawals or transfer funds in your linked High Yield Investor Checking account. Your IA may also request copies of specific account statements.

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

For Charles Schwab Use Only

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



3. Issuer Communications and Related Actions

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

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

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

Please select only **one**:

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

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

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

4. Schwab Bank High Yield Investor Checking™ Investment Advisor Authorizations

(If you do not have a High Yield Investor Checking account, please skip this section.)

If you have listed a High Yield Investor Checking account in Section 1 of this form, please read this section. These Investment Advisor Authorizations are an agreement between Charles Schwab Bank ("Schwab Bank") and each Account Holder. The terms "I," "me" and "my" refer to each Account Holder or trustee. By signing in Section 6, I:

- (1) authorize the Investment Advisor (IA) named on this form to exercise the authorities described in Section 2 of this form, and I authorize Schwab Bank to take such actions as Schwab Bank deems necessary to carry out instructions Schwab Bank receives from me and/or my IA; 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 IA;
- (2) acknowledge and agree that:
 - Schwab Bank will merely effect transactions as directed by my IA's Disbursement Authority;
 - 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 my IA;
 - my IA is not affiliated with, or controlled or employed by, Schwab Bank, and Schwab Bank has not approved, recommended or endorsed my IA;
 - unless required by applicable law, Schwab Bank has no duty to review, supervise or monitor any transaction by my IA in my High Yield Investor Checking account; and
 - Schwab Bank reserves the right, in its sole discretion, to no longer honor instructions from my IA and will notify me if it chooses to do so;
- (3) hereby ratify and confirm any and all transactions or dealings effected in and for my High Yield Investor Checking account by my IA, 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 form and these Account Terms, Schwab Bank's execution of my IA's instructions and Schwab Bank's execution of disbursement instructions received from my IA's Disbursement Authority;
- (4) 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 my IA with respect to my High Yield 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 my IA, whom I have selected, regardless of whether or not any such transaction or decision was specifically authorized by me;
- (5) understand that this authorization and indemnification will remain in effect until Schwab Bank 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; such revocation will not affect my obligations resulting from transactions initiated prior to Schwab Bank's receipt of notice of revocation;
- (6) understand that this form supplements and in no way limits or restricts rights which Schwab Bank may have under existing law or any other agreement with me. This form will bind my heirs, executors, administrators, successors and assigns, and will benefit Schwab Bank's successors, affiliates and assigns;
- (7) certify that I have read carefully the provisions of this form and understand that it authorizes my IA, herein named, to exercise all rights and powers set forth above with respect to my High Yield Investor Checking account, and I understand that anything my IA may do in the exercise of such rights and powers is fully binding upon me; I hereby authorize the IA named in this form and in such capacity to give instructions to Schwab Bank in connection with my High Yield Investor Checking account specified on this form, and to take other actions necessary or incidental to the execution of such instructions; I authorize Schwab Bank, and other persons to whom Schwab Bank has given instructions in order to implement my IA's instructions, to rely on my IA's instructions without obtaining my approval, countersignature or co-signature. **I understand that this is not a Durable Power of Attorney and that all authority granted to my IA shall cease automatically upon Schwab Bank receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death;**
- (8) give my Investment Advisor of record (if I have granted Disbursement Authority to my IA) or Other Authorized Signer permission and authority to request wire transfers and Automated Clearing House (ACH) transfers, by telephone or online, from my High Yield Investor Checking account. I understand that by making this authorization I may not be contacted as part of the Schwab Bank wire transfer security procedures or other related customer authentication procedures when my IA or Other Authorized Signer requests and signs for a wire transfer or requests an ACH transfer based on this authorization.

5. Certification of Trust—Trust Accounts Only

By signing this Limited 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.

6. Please Read and Sign

The terms "I," "me" and "my" refer to each Account Holder or Trustee. By signing below, I authorize the Investment Advisor (IA) named on page 1 of this document to be my Agent (attorney-in-fact) to the extent provided in this Limited Power of Attorney (LPOA) document. Further, I certify that I have read carefully the provisions of this LPOA document. By signing this Limited Power of Attorney, each Trustee signing below (the "Trustees") certifies that the representations and warranties in the attached Certification of Trust are true and complete.

Furthermore, by signing this agreement, I acknowledge that these terms relate to my account(s) and are part of (A) the Account Agreement between me and Schwab for my Schwab One® account and, if applicable, (B) the Account Agreement between me and Schwab Bank for my High Yield Investor Checking™ account.

Additionally, by signing this Agreement, each Account Holder consents to Schwab's: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other

information relating to the Account Holder and the account to the Account Holder's IA, if and in such manner as requested by the Account Holder's IA; (ii) sending such information about the Account Holder and the account to third parties (such as CPAs or performance-reporting companies) as the Account Holder's IA shall direct Schwab; and (iii) disclosure of information about the Account Holder and the account to other third parties as provided in this LPOA and the Account Agreement. Furthermore, I acknowledge that I have received a copy of the Account Terms to retain for my records.

All Account Holders must sign below. If this is a Trust, Estate, Guardianship or Conservatorship account, all current trustees, executors, guardians or conservators must sign, even if not listed on the account registration. If needed, you may attach a separate sheet with additional signatures.

Please Note: By signing below, I authorize Schwab to provide IA any and all requested information of any nature whatsoever regarding my brokerage account, including, but not limited to, copies of my account statements, applications or like documentation, and, if applicable, copies of checks written against my linked Schwab Bank High Yield Investor Checking account.

▶ Signature: Account Holder/Trustee/Custodian/Executor	Print Name	Date _____ (mm/dd/yyyy)
▶ Signature: Additional Account Holder/Co-Trustee/Co-Executor	Print Name	Date _____ (mm/dd/yyyy)
▶ Signature: Additional Account Holder/Co-Trustee/Co-Executor	Print Name	Date _____ (mm/dd/yyyy)

For Charles Schwab Use Only _____ Account Number



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

This LPOA amends the Account Holder's Account Agreement.

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

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

Fee Payment Authorization. If I have indicated on this Application that my IA will have fee payment authority over my Account, I authorize Schwab to pay investment advisory and related fees from my Account (or another account registered to my name over which I have granted IA fee payment authorization) to my IA in the

amount of my IA's instructions. I have authorized my IA in writing to receive fee payments directly from my Account. Schwab may rely on the instructions submitted by my IA, and will have no responsibility to confirm those instructions with me or verify the fees. Schwab may redeem money market fund shares in my Account to the extent necessary to pay these fees. My IA's fees debited from my Account will appear on Schwab's statements of my Account (or another account registered to my name over which I have granted IA fee payment authorization).

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

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

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

member of FINRA or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request. Schwab may provide IA, at no fee or at a discounted fee, with research, software and other technology, information and consulting services and other products and services that benefit IA. These products and services may not necessarily benefit my Account.

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

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

Products and Services Provided to IA. Schwab may provide IA, at no fee or at a discounted fee, with research, software and other technology, information and consulting services and other products and services that benefit IA. Schwab's provision of these products and services to IA may be based upon clients of IA placing a certain amount of assets in their brokerage accounts at Schwab (i.e., custodial assets at Schwab) within a certain period of time. IA may be influenced by this commitment in recommending or requiring that its clients establish

brokerage accounts at Schwab. These products and services may not necessarily benefit my Account.

Pricing. Schwab and IA may agree to pricing (including commissions and transaction account and service fees) for my Account and IA's other clients' accounts at Schwab based upon the nature and scope of business that IA transacts with Schwab, including the current and future

expected amount of IA's clients' assets custodied at Schwab, the types of securities managed by IA and/or expected frequency of IA's trading. Schwab may change this pricing if the nature and scope of business that IA transacts with Schwab change or do not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab not to exceed Schwab's standard pricing as published in the

then-current *Charles Schwab Institutional® Pricing Guide*.

Indemnification. I agree to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees arising out of or relating to: (1) their reliance on this LPOA and (2) Schwab's execution of IA's instructions.

These terms relate to your Schwab Bank High Yield Investor Checking™ account and are part of the Deposit Account Agreement between each Account Holder and Schwab Bank. Please retain for your files.

Investor Advisor Authorizations

These Investment Advisor Authorizations are an agreement between Charles Schwab Bank ("Schwab Bank") and each Account Holder. The terms "I," "me" and "my" refer to each Account Holder or trustee. By signing these Investment Advisor Authorizations, I:

- (1) authorize the Investment Advisor (IA) named on this form to exercise the authorities described in Section 2 of this form, and I authorize Schwab Bank to take such actions as Schwab Bank deems necessary to carry out instructions Schwab Bank receives from me and/or my IA; 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 IA;
- (2) acknowledge and agree that:
 - Schwab Bank will merely effect transactions as directed by my IA's Disbursement Authority;
 - 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 my IA;
 - my IA is not affiliated with, or controlled or employed by, Schwab Bank, and Schwab Bank has not approved, recommended or endorsed my IA;
 - unless required by applicable law, Schwab Bank has no duty to review, supervise or monitor any transaction by my IA in my High Yield Investor Checking account; and
 - Schwab Bank reserves the right, in its sole discretion, to no longer honor instructions from my IA and will notify me if it chooses to do so;
- (3) hereby ratify and confirm any and all transactions or dealings effected in and for

my High Yield Investor Checking account by my IA, 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 form and these Account Terms, Schwab Bank's execution of my IA's instructions and Schwab Bank's execution of disbursement instructions received from my IA's Disbursement Authority;

- (4) 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 my IA with respect to my High Yield 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 my IA, whom I have selected, regardless of whether or not any such transaction or decision was specifically authorized by me;
- (5) understand that this authorization and indemnification will remain in effect until Schwab Bank 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; such revocation will not affect my obligations resulting from transactions initiated prior to Schwab Bank's receipt of notice of revocation;
- (6) understand that this form supplements and in no way limits or restricts rights which Schwab Bank may have under existing law or any other agreement with me. This form will bind my heirs, executors, administrators, successors and assigns, and will benefit

Schwab Bank's successors, affiliates and assigns;

- (7) certify that I have read carefully the provisions of this form and understand that it authorizes my IA, herein named, to exercise all rights and powers set forth above with respect to my High Yield Investor Checking account, and I understand that anything my IA may do in the exercise of such rights and powers is fully binding upon me; I hereby authorize the IA named in this form and in such capacity to give instructions to Schwab Bank in connection with my High Yield Investor Checking account specified on this form, and to take other actions necessary or incidental to the execution of such instructions; I authorize Schwab Bank, and other persons to whom Schwab Bank has given instructions in order to implement my IA's instructions, to rely on my IA's instructions without obtaining my approval, countersignature or co-signature. I understand that this is not a **Durable Power of Attorney** and that all authority granted to my IA shall cease automatically upon Schwab Bank receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death;
- (8) give my Investment Advisor of record (if I have granted Disbursement Authority to my IA) or Other Authorized Signer permission and authority to request wire transfers and Automated Clearing House (ACH) transfers, by telephone or online, from my High Yield Investor Checking account. I understand that by making this authorization I may not be contacted as part of the Schwab Bank wire transfer security procedures or other related customer authentication procedures when my IA or Other Authorized Signer requests and signs for a wire transfer or requests an ACH transfer based on this authorization.

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 Trustee(s) 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 Trustee(s) before giving Schwab any instructions regarding the Account(s). Any notice sent to one Trustee shall constitute notice to all Trustees.
- If there is more than one Trustee, Schwab is authorized to follow the instructions of any Trustee and to deliver funds, securities or any other assets in the Account(s) to any Trustee or on any Trustee's instructions on the presumption that the Trustee so acting is so authorized because either (1) the Trust Agreement expressly provides that each Trustee is authorized to act individually, independently and without the consent of the other Trustees for all purposes related to the Account(s), or (2) if the Trust does not contain such an express provision, the Trustee so acting has obtained the requisite consent of the other Trustees in accordance with the requirements of the Trust Agreement.
- Schwab is not responsible for determining the purpose or propriety of any instructions received from any Trustee or for the disposition of payments or deliveries among Trustees.
- Either the Trust Agreement or applicable law grants the Trustee(s) the power to (1) delegate to others (such as Advisor or Managers, as each are defined in the Trust's Account Application ["Application"]) the authority to give trading instructions (and, if applicable, other instructions) with respect to the Account(s), including, without limitation, the Investment Advisor and manager authorizations that are described and/or indicated in the Application relating to the Trust's Account(s), and (2) pay advisory and related fees to Advisor and, if applicable, Managers, from the Account(s).
- The Trustee(s) have the power under the Trust Agreement to enter into transactions for the purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.
- If 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 Trustees 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 Account(s) and to grant authority 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 Trustees to trade in all types of options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.
- If the Trustees pledge Trust assets (including securities owned by the Trust) to secure obligations owed to Schwab, the Trust Agreement expressly authorizes the Trustees to enter into such pledges.
- If the Trustee(s) pledge assets of the Trust to secure obligations owing from the Trust to third parties, the Trust Agreement specifically authorizes the Trustee(s) to enter into such pledges.
- The Trust Agreement authorizes the Trustee(s) to grant a lien and right of set off in favor of Schwab to secure the repayment of all present or future indebtedness.
- **The Trustees 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 Trustees acknowledge and agree that all prior designations, consents and authorizations which may have previously been agreed to by any prior trustee(s) acting on behalf of the Account(s) shall continue to apply both with respect to the Trust and to the Trustees. The

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

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

The undersigned Trustees hereby jointly and severally indemnify Schwab and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of, or related to, any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the Account(s). This indemnification is made by the undersigned Trustees both in their capacities as Trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein.

All names and terms that are not specifically defined in this form (including this Certification) have the same meanings as in the Application (as defined above). In addition, all terms and conditions specified in the Application apply to this form. When completed, signed and accepted by Schwab, this form (including this Certification) will be part of the Application.

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