

<b>Investment Advisor ("IA") Information (this portion to be completed by IA)</b>	
IA Firm Name (please print) RHOADS LUCCA CAPITAL MGMT INC	
IA Master Account Number 08310922	Service Team Texoma
Is your firm (or a principal, employee or related person* of your firm) an owner, executor, guardian, conservator or custodian of this account? <input type="radio"/> Yes <input type="radio"/> No	
If "Yes," and this is an Estate, Guardianship, Conservatorship or Custodial account, please also submit a completed Investment Advisor Account Supplemental Information Form. *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.	

**1 MARGIN FEATURE**  
Margin Feature will NOT be automatically added, unless you check below.  
 Add Margin Feature to my account

**2 REGISTRATION** Select only one.

<input type="radio"/> Individual	<input type="radio"/> Tenants by the Entirety <sup>1</sup>	<input type="radio"/> Conservatorship <sup>2</sup>	<input type="radio"/> Custodial (Section 10, optional)
<input type="radio"/> Joint Tenants with Rights of Survivorship	<input type="radio"/> Community Property <sup>1</sup>	<input type="radio"/> Guardianship <sup>2</sup>	Under Laws of (State) _____
<input type="radio"/> Tenants in Common	<input type="radio"/> Community Property with Rights of Survivorship <sup>1</sup>		Age of Termination _____
<input type="radio"/> Estate <sup>2</sup>			

Name of the Estate	Tax ID Number of the Estate	Decedent's Social Security Number
Decedent's First Name	Middle	Last
		Suffix

<sup>1</sup>This type of registration may not be available in your state.  
<sup>2</sup>Additional documents are required to open these accounts.

<b>Non-Deposit Investment Products: Not FDIC-Insured · No Bank Guarantee · May Lose Value</b>
For Charles Schwab Use Only Account Number _____



3

**ACCOUNT HOLDER INFORMATION** As required by federal law, Schwab will use the information provided below to verify your identity. For information about Schwab's privacy policy, please refer to the attached Account Application Agreement.

**Account Holder/Minor/Ward/Executor**

First Name	Middle	Last	Suffix
Are you known by another name? (specify)		Email Address	
Home Street Address (no P.O. boxes, please)			
City	State	Zip Code	Home Telephone Number (    )
Mailing Address (if different from above; P.O. boxes may be used) Mailing Street Address (U.S. or Non-U.S.)			
U.S. Address Only City			
State		Zip Code	
Non-U.S. Address Only City, Postal Code, Other			
Country			
Date of Birth (mm/dd/yyyy)	Social Security/Tax ID Number	Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other	
Country(ies) of Citizenship (must list all; if not a U.S. citizen, please complete identification information below)			
<input type="radio"/> USA <input type="radio"/> Other		<input type="radio"/> Other	
Identification Type (complete only if not a U.S. citizen) <input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID		Identification Number	
Place of Issuance		Issue Date	Expiration Date
Employment Status <input type="radio"/> Employed <input type="radio"/> Retired <input type="radio"/> Self-Employed <input type="radio"/> Non-Employed		Occupation/Position	
Employer Name/Industry (if self-employed, indicate nature of business)			
Business Address (no P.O. boxes, please) Business Street Address (U.S. or Non-U.S.)			
U.S. Address Only City			
State		Zip Code	U.S. Business Telephone Number (    )
Non-U.S. Address Only City, Postal Code, Other			
Country		Non-U.S. Business Telephone Number (country code) (number)	
I am employed by, affiliated with, or am either a director or owner of one or more securities firms. <input type="radio"/> Yes* <input type="radio"/> No		I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. If yes, list company symbol(s) (e.g., SCHW). <input type="radio"/> Yes <input type="radio"/> No	

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

3

**ACCOUNT HOLDER INFORMATION** (Continued)

**Additional Account Holder/Custodian/Conservator/Guardian/Co-Executor**

First Name	Middle	Last	Suffix
Are you known by another name? (specify)		Email Address	
Home Street Address (no P.O. boxes, please)			
City	State	Zip Code	Home Telephone Number (     )
Date of Birth (mm/dd/yyyy)	Social Security/Tax ID Number	Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other	
Country(ies) of Citizenship (must list all; if not a U.S. citizen, please complete identification information below) <input type="radio"/> USA <input type="radio"/> Other <span style="float:right;"><input type="radio"/> Other</span>			
Identification Type (complete only if not a U.S. citizen) <input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID		Identification Number	
Place of Issuance	Issue Date	Expiration Date	
Employment Status <input type="radio"/> Employed <input type="radio"/> Retired <input type="radio"/> Self-Employed <input type="radio"/> Non-Employed		Occupation/Position	
Employer Name/Industry (if self-employed, indicate nature of business)			
Business Address (no P.O. boxes, please) Business Street Address (U.S. or Non-U.S.)			
U.S. Address Only City		State	U.S. Business Telephone Number (     )
Non-U.S. Address Only City, Postal Code, Other		Country	Non-U.S. Business Telephone Number (country code) (number)
I am employed by, affiliated with, or am either a director or owner of one or more securities firms. <input type="radio"/> Yes* <input type="radio"/> No		I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. <input type="radio"/> Yes <input type="radio"/> No	
If yes, list company name.		If yes, list company symbol(s) (e.g., SCHW).	

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

4

**CHOOSE YOUR CASH FEATURE**

Please select below one eligible Cash Feature that may allow you to earn income on the free credit balances in your brokerage account (each, a "Cash Feature"). Eligibility for each Cash Feature is indicated below. For additional information on the eligibility rules for, and important disclosures about, the various alternatives to earn income on your cash, please see the Cash Features Disclosure Statement for Schwab Institutional®. If you do not select a Cash Feature, select more than one Cash Feature, or select a Cash Feature for which you are not eligible, you instruct Schwab to designate the Bank Sweep Feature as the Cash Feature for your account. Schwab may make this designation without providing any advance notice to you.

Select only one of the following:

Available to:

<input type="radio"/> Bank Sweep Feature <sup>1</sup>	Individuals Only <sup>2</sup>
<input type="radio"/> Schwab One® Interest Feature <sup>3</sup>	All Clients
<input type="radio"/> Schwab Municipal Money Fund - Sweep Shares™ (SWXXX)	All Clients
<input type="radio"/> Schwab AMT Tax-Free Money Fund™ - Sweep Shares (SWFXX)	All Clients
<input type="radio"/> Schwab State-Specific Municipal Money Funds (CA-SWCXX, PA-SWEXX) and AMT Tax-Free Money Funds (MA-SWDXX, NJ-SWJXX, NY-SWNXX) - Sweep Shares Indicate State _____ (default is state of domicile on account)	All Clients
<input type="radio"/> Schwab Government Money Fund™ (SWGXX)	Clients with Household Balance <sup>4</sup> > \$100,000
<input type="radio"/> Schwab Advisor Cash Reserves® - Sweep Shares (SQXX)	Clients with Household Balance > \$500,000
<input type="radio"/> Schwab Advisor Cash Reserves - Premier Sweep Shares (SWZXX)	Clients with Household Balance > \$1,000,000

<sup>1</sup>The Bank Sweep Feature automatically makes deposits to and withdrawals from deposit accounts held at Charles Schwab Bank, an FDIC-insured depository institution affiliated with Schwab. Please see the Cash Features Disclosure Statement for Schwab Institutional® for more information about FDIC insurance. We recommend that you assume that coverage of deposit accounts established under the Bank Sweep Feature will be limited to FDIC insurance and that you not expect coverage from SIPC.

<sup>2</sup>The Bank Sweep Feature is available only to individuals.

<sup>3</sup>The Schwab One Interest feature allows you to receive interest from Schwab on the free credit balances in your brokerage account. Credit balances held at Schwab ARE NOT FDIC-INSURED AND ARE NOT BANK-GUARANTEED. The Schwab One Interest feature is currently not available for a brokerage account linked to a Schwab Bank High Yield Investor Checking™ account.

<sup>4</sup>Your Household Balance includes all of your accounts at Schwab that have been linked in accordance with Schwab's householding guidelines.

If you select a Sweep Money Fund, your selection is considered a request for a prospectus. It is an indication of interest only, and you are not obligated to buy any shares. Please read the prospectus carefully. Although money funds seek to preserve the value of your investments at \$1 per share, it is possible to lose money. Money funds ARE NOT FDIC-INSURED, MAY LOSE VALUE AND ARE NOT BANK-GUARANTEED.

Municipal money funds are designed for taxpayers who are seeking income that is exempt from federal income tax. Each of the state-specific funds generally provides income that is exempt from that respective state's personal income tax as well. With the exception of the Schwab AMT Tax-Free Money Fund, a portion of each of these funds' income may be subject to the federal alternative minimum tax (AMT). These funds are not appropriate for inclusion in an IRA or other retirement account or for any investor with tax-exempt status.

5

**ELECTRONIC DELIVERY (eDelivery) ENROLLMENT**

Schwab Institutional offers electronic delivery of your account statements and trade confirmations. Once enrolled, you will receive notifications via email that your statements and confirmations are available via Schwab's secure website, schwaballiance.com. Enrolling in eDelivery may also qualify you for lower online equity trades. Please consult with your Investment Advisor and/or the *Charles Schwab Institutional® Pricing Guide* for more pricing details.

To begin enrollment in eDelivery, provide your email address below and Schwab Institutional will send you an email providing instructions on how to complete your enrollment and electronically consent to eDelivery via schwaballiance.com.

Email Address

**6 CHECKING PREFERENCES**

Please select one of the following:

**A.  Schwab One® Brokerage Checks and Visa® Platinum Check Cards** Complete ONLY if you have NOT applied for Schwab Bank High Yield Investor Checking™.

**Checking.** If you would like to order personal checks, indicate how the name(s) and address should read.

Account Holder	Additional Account Holder	
Checking Address (no P.O. boxes, please)		
Street Address (U.S. or Non-U.S.)		
U.S. Address Only City	State	Zip Code
Non-U.S. Address Only City, Postal Code, Other		Country
Special Information (if any)		

**Visa.** If you would like to order a Visa Platinum check card, indicate the names that should appear on the card. Visa Platinum check card privileges are not available for Custodial, Estate, Conservatorship or Guardianship Accounts.

Account Holder	Number of Visa cards desired for Account Holder <input type="radio"/> 1 <input type="radio"/> 2
Additional Account Holder	Number of Visa cards desired for Additional Account Holder <input type="radio"/> 0 <input type="radio"/> 1

**B.  Schwab Bank High Yield Investor Checking Account<sup>1</sup>** Complete and attach the Add Schwab Bank High Yield Investor Checking to Your Schwab One Brokerage Account Application. This full-featured Schwab Bank checking account links to your Schwab One brokerage account and includes unlimited checkwriting, free Schwab Bank Bill Pay, a Visa Platinum check card with ATM rebates,<sup>2</sup> downloads to Microsoft® Money or Quicken®, and interest on your cash balances.<sup>3</sup>

**C.  None**

<sup>1</sup>You must be a U.S. resident or resident alien and have a U.S. mailing address to open a Schwab Bank High Yield Investor Checking account.

<sup>2</sup>Refer to the Schwab Bank Deposit Account Pricing Guide for details.

<sup>3</sup>Schwab Bank is an FDIC-insured depository institution affiliated with Schwab. Funds deposited at Schwab Bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000 when aggregated with all other deposits held by you in the same capacity at Schwab Bank.

**7 AUTHORIZATIONS** Please initial all areas that apply to this account.

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

Account Holder/Custodian	Add'l Account Holder	Add'l Account Holder	<p><b>Trading and Disbursement Authorization.</b> I authorize Schwab (1) to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Schwab One Account Application Agreement; (2) to disburse assets for investment purposes or to me personally, as instructed by IA; (3) to remit checks, wire funds and otherwise make disbursements of funds held in the 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. <b>(Note: This option is not available for Estate, Guardianship or Conservatorship accounts.)</b></p>
Account Holder/ Custodian/Executor	Add'l Account Holder/ Co-Guardian/Co-Executor	Add'l Account Holder/ Co-Guardian/Co-Executor	
Account Holder/ Custodian/Executor	Add'l Account Holder/ Co-Guardian/Co-Executor	Add'l Account Holder/ Co-Guardian/Co-Executor	

**Trading Authorization.** I authorize Schwab to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Schwab One Account Application Agreement.

**Fee Payment Authorization.** I authorize Schwab to pay investment advisory and related fees to IA from my account in the amount of IA's instructions.

**8 ISSUER COMMUNICATIONS AND RELATED ACTIONS**

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

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

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

Please select only one:

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

If you selected "No" above, please select one:

My IA  should /  should not be sent informational copies of any issuer or issuer-related communications.

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

**9 AUTHORIZATION TO OPEN ACCOUNT**

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with Schwab will be governed by the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One® Account Agreement and the Charles Schwab Institutional® Pricing Guide, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining and engaging in transactions.

If you have selected the margin feature, you acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others. You also acknowledge that if you trade "on margin," you are borrowing money from Schwab and that you understand the requirements and risks associated with margin borrowing as summarized in the Margin Disclosure Statement included with this Application.

For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

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

The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in the Required Arbitration Disclosures and Arbitration Agreement sections, pages 1 and 2, of the Schwab One Account Application Agreement.

All Account Holders must sign. Your signature(s) below will also serve as a signature card for checks and Visa® Platinum check card(s).

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

10

**NOMINATE A SUCCESSOR CUSTODIAN - CUSTODIAL ACCOUNTS ONLY**

Use this section to designate a successor custodian to act on this account in the event of your incapacity, death, resignation or removal as custodian. **This is a nomination only.** To activate the role of a successor custodian, the account registration must be changed.

Name of Successor Custodian

This designation shall take effect as to this account in the event of my incapacity, death, resignation or removal as custodian.

IN WITNESS THEREOF, I have executed this Designation of Successor Custodian Form.

Print Name

Signature: Current Custodian \_\_\_\_\_ Date \_\_\_\_\_  
(mm/dd/yyyy)

Witness (The witness may NOT be the individual designated as the successor custodian.)

Print Name

Signature: Witness \_\_\_\_\_ Date \_\_\_\_\_  
(mm/dd/yyyy)

**If you are considering adding a margin feature to your account, it is important that you fully understand the rules and risks involved in trading securities on margin.**

Please review the following overview of using margin. While the use of margin can be effective for the experienced investor, there are certain risks that always accompany the use of a margin account. You should consider how the use of margin fits your own investment philosophy.

**Margin trading increases your level of market risk.** Margin trading increases your buying power, allowing you to purchase a greater amount of securities with your investing dollar. Therefore, your exposure to market volatility increases - a declining market could result in even greater losses. A decline in the value of your securities that you purchase on margin may require you to provide additional funds to Schwab in order to avoid the forced sale of those securities or other securities in your account.

**The downside is not limited to the collateral value in your margin account.** If the securities in your account decline in value, so does the value of the collateral supporting your loan. When the value of the collateral falls below the maintenance margin requirements, or Schwab's higher "house" requirements, Schwab can move to protect its position. In order to cover margin deficiencies, Schwab may issue you a margin call - a request for additional cash - or sell securities from your account. If a sale does not cover the deficiency, you will be responsible for any shortfall.

**Schwab may initiate the sale of any securities in your account, without contacting you, to meet a margin call.** Schwab will attempt to involve you in the case of margin deficiency; however, market conditions may require the firm to quickly sell any of your securities without your consent. Because the securities are collateral for the margin loan, Schwab has the right to decide which security to sell in order to protect its interests. Even if Schwab has contacted you and provided a specific date by which you can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without prior notice to you.

**Schwab may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice.** Changes in Schwab's policy regarding "house" maintenance margin requirements often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Schwab to liquidate or sell securities in your account.

**You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

**Stocks paying dividends in taxable accounts may have tax implications.** Some accounts that carry a margin loan balance and hold dividend-paying securities may receive a "substitute income payment in lieu (PIL) of a dividend," which may be taxable as ordinary income. Taxable accounts that receive a PIL instead of a qualified dividend may also receive a supplemental credit from Schwab. This will be described on customer statements as a "Schwab substitute income credit." Schwab will not credit your account with this additional payment when we can identify instances where a dividend is not qualified.

- This credit is NOT "payment in lieu," and is unrelated to any payment from either the security issuer or the borrower.
- It is a discretionary credit from Schwab which may be discontinued in the future with or without notice.\*
- It may be subject to tax at your ordinary income tax rate. Please consult your tax advisor about your specific tax situation.
- Because individual tax situations differ, Schwab cannot precisely calculate the additional tax costs a client might incur. We therefore do not intend, nor should clients expect, for this payment to be an exact reimbursement of any excess tax cost.

\* Please refer to the "Loan Consent" section of your Account Agreement, which states that no compensation is due in connection with such loans and that Schwab "is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends."

If you have any questions, please call 1-800-515-2157 or contact your Investment Advisor.

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

I hereby request that Charles Schwab & Co., Inc. ("Schwab") open a brokerage account (the "Account") in the names listed as Account Holders on this Schwab One Account Application ("AA"). I agree to read and be bound by the terms of the Account Agreement (which includes information on the Cash Account and, if applicable, the Schwab Sweep Funds, the Margin and Short Account, Disclosure of Credit Terms and Policies, the Schwab StockBuilder Plan® and other written agreements between me and Schwab that apply to my brokerage account) as currently in effect and as amended from time to time. If, in the future, I add features to this Account governed by the foregoing agreements (e.g., a money fund or margin trading), I agree to be bound by their terms and conditions. If I do not receive or understand the Account Agreement, I will notify Schwab.

In accordance with Section 7 of Brokerage Services in the Schwab One Account Agreement, I agree that all debts and other obligations owed to Schwab by any party to the Account Agreement will be secured by a lien on all Securities and Other Property now or hereafter held, carried or maintained in any of my present or future brokerage accounts with Schwab, whether individually or jointly held with others, or in any brokerage account at Schwab in which I have an interest.

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

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

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

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

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

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

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

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

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

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

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

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

**Schwab One® Accounts.** I further request PNC Bank to issue checks and Visa® Platinum check card(s) as indicated on this AA. I authorize Schwab to make inquiries for the purpose of verifying my creditworthiness and the creditworthiness of my spouse if I am married and live in a community property state. Such inquiries may include verifying information I have given in my AA, contacting my employer and obtaining credit reports. I further authorize Schwab to disclose information to others about me and my Accounts when it is necessary for completing transactions; to comply with a government agency request or court order, such as the IRS or the SEC; to verify the existence and condition of my Account for a third party, such as a credit bureau or merchant; and as otherwise authorized by the Schwab One Account Agreement.

For Account Holders with more than one account at Schwab: This authorization further authorizes Schwab to direct transfers between your accounts at Schwab when no written authorization is requested.

**Linking Your Account to a High Yield Investor Checking Account at Schwab Bank.** If you link your Account to a High Yield Investor Checking Account held at Schwab Bank, you authorize Schwab to accept and follow instructions received from Schwab Bank to transfer funds from your Account to your High Yield Investor Checking Account as set forth in your *Schwab Bank High Yield Investor Checking™ Account Application* and *Schwab Bank Deposit Account Agreement*. The provisions of the Agreements and Disclosures relating to checks and debit cards will not apply to the services received from Schwab Bank.

You authorize Schwab to act as your agent in processing those instructions from Schwab Bank. You understand and agree that Schwab has sole discretion to accept or deny, in whole or in part, any such instruction. You also agree that Schwab is not responsible for any errors in calculation or damages resulting from errors in calculations or delays in transfers. **In no event will Schwab be liable for any special, indirect or consequential damages, even if we have been informed of the possibility of such damages.**

You authorize Schwab to act upon your requests for Real-Time Funds Transfers (as defined in the *Schwab Bank Deposit Account Agreement*) from Schwab Bank. The maximum amount you may transfer will be calculated in the same way that Schwab calculates the Authorization Limit for brokerage check writing privileges as set forth in the *Schwab One Account Agreement*. By requesting a Real-Time Funds Transfer, you understand that you may create a margin loan in your brokerage account that may be subject to daily interest charges.

In order for transfers to occur, both your High Yield Investor Checking Account and your Account must be open and active and linked with each other. Target Balance Transfers will be limited to your Authorization Limit (as described in the *Schwab One Account Agreement*), excluding your Available Margin Loan Value (as defined in the *Schwab One Account Agreement*). Overdraft Transfers will be limited to your Authorization Limit.

If you have a debit balance in your Account, Target Balance Transfers will not be made to your High Yield Investor Checking Account. Pending securities trades (including the Automatic Investment Plan [AIP]), pending debits to your Account, and pending transfers of funds from your Account may not be considered in determining whether funds are available for transfer from your Account to your High Yield Investor Checking Account at Schwab Bank.

Further, transfers of funds from your Account are subject to Schwab's minimum deposit requirements. You and your Account may not have any restrictions preventing Schwab from using funds in your Account to satisfy a transfer instruction from Schwab Bank. If your Account becomes subject to a restriction, your eligibility for this feature may be revoked and you understand that Schwab Bank may close your High Yield Investor Checking Account.

Transfers to Schwab Bank may result in debits in your Account. You acknowledge that you are responsible for all debits (and interest on debits) in your Account, as described in further detail in the Agreement and Disclosures. Your Account remains an obligation solely of Schwab. Likewise, your High Yield Investor Checking Account remains an obligation solely of Schwab Bank.

**Trading Authorization.** If I have indicated on this AA 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 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 IA's instructions, may rely on IA's instructions without obtaining my approval, counter-signature or co-signature. IA's authority will include, without limitation: the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, covered and uncovered options (if I have authorized trading covered and uncovered options, and only up to my approved level of option 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 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.

**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; IA is not affiliated with, or controlled or employed by, Schwab; 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. If my IA and/or I direct Schwab to act as custodian of nonpublicly traded assets, I acknowledge and agree: (1) that nonpublicly 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 nonpublicly 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, NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request.

I acknowledge, understand and agree that (1) Schwab Advisor Network® member advisors ("Network member advisors") pay Schwab fees to be members; (2) Network member advisors, including IA, 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) 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.

**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 changes or does not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab not to exceed Schwab's standard pricing as published in the then-current *Charles Schwab Institutional® Pricing Guide*.

**Accounts with Margin Features.** I understand that when I buy securities on margin or enter into short sales or short options, or when my IA, if I have granted this authority to my IA, does so for my Account, I am borrowing money from Schwab for part of that transaction(s). All securities and other assets in my Schwab Account(s) are pledged as collateral to secure this loan. I acknowledge that margin transactions are riskier and involve the possibility of greater loss than transactions where I am not borrowing money. If the value of my securities and other assets falls, I acknowledge that I may be required to deposit more assets (a margin call) to secure this loan or that securities and other assets held in my Account may be sold to pay down or pay off my loan without prior notice and at a loss or at lower prices than under other circumstances. I agree to carefully consider my own financial condition, tolerance for risk and investment objectives, as well as market conditions, before I decide to use margin credit or grant this authority to my IA. By placing an order on margin, or by granting this authority to my IA, I acknowledge that I have considered all of these factors and have decided that margin financing is appropriate for me.

All securities and other assets now or hereafter held in this Account may be pledged, repledged, or otherwise used as collateral, separately or together with securities of other customers, for the amount I owe Charles Schwab & Co., Inc., or for a larger amount.

Interest on debit balances will be charged and compounded in accordance with the Account Agreement and as permitted under the laws of the state of California.

**Termination of Authorizations.** The authorizations I have granted in this AA 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 Investment Manager 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.

**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 AA, and (2) Schwab's execution of IA's instructions.

**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.

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

**Account Ownership.** For Accounts held as Joint Tenants with Rights of Survivorship, on the death of either party, the entire Account shall vest in and belong to the surviving joint tenant(s). For Accounts held as Tenants in Common, each party shall be deemed to own an equal interest in the Account unless otherwise specified, and on the death of either party, the decedent's interest shall vest in and be distributed to that party's estate. For Accounts held as Community Property, all rights shall be governed by applicable state law. For Custodial accounts governed by the Uniform Transfers to Minors Act (UTMA) or the Uniform Gift to Minors Act (UGMA), I agree that the Account is irrevocably vested in and belongs to the minor, to be used for the sole benefit of the minor, and delivered to the minor promptly upon attaining the age of majority (or other age specified for termination under applicable state law).

**Account Handling Instructions.** Schwab will automatically hold all securities purchased, as well as all sale proceeds, dividends and interest, unless you specify otherwise.

**Schwab's Privacy Policy and Disclosure of Information.** Schwab respects your privacy. Schwab will use the information you provide to open and service your Account, to communicate with you when necessary, to provide you with additional information about products and services, and to provide to your IA, and certain third parties as your IA directs Schwab, information as provided in this AA. Pursuant to your Account Agreement, Schwab may disclose information about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.

**Information About SIPC.** To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at [www.sipc.org](http://www.sipc.org) or 1-202-371-8300.