

Managed Account Marketplace®

Money Manager Limited Power of Attorney (LPOA)

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

Advisor Firm Name *Please print*

Advisor Managed Account Master Account Number

Service Team

Advisor Contact Information *if follow-up is required*

Instructions

This Limited Power of Attorney (LPOA) allows you, as the Investment Advisor (IA) named above, to designate Money Managers ("Managers" or "MMs") for the identically registered account(s) (individually and collectively, "Account") identified below, maintained at Charles Schwab & Co., Inc. ("Schwab").

You can use this form to designate Managers on multiple Accounts.

- Not all Managers will vote proxies or exercise other security holder rights. You and your Advisor must still obtain the designated Managers' agreements to perform those functions for your Account. If you designate the Managers to vote proxies on this LPOA, but one or more Managers will not agree to vote proxies and you wish your Advisor to do so, please complete a Managed Accounts Issuer Communications and Release of Information Form.
- For Section 2, the designated Managers' firm names may appear on Schwab's statements of your Account. If you have chosen Schwab's fees to be asset-based, you must also complete and return the applicable Asset-Based Pricing Addendum.
- If you are using this form to designate an MM on a Schwab Personal Choice Retirement Account® (PCRA), consult with an authorized plan representative or your plan administrator prior to completing this form to confirm: (i) your plan allows for the appointment of MMs; and (ii) your plan allows for multiple accounts if you are appointing more than one MM.

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Account Holder Information

Name of Trust or Organization (if applicable)

Account Holder/Trustee/Authorized Individual/Custodian First Name

Middle Name

Last Name

Additional Account Holder/Co-Trustee/Authorized Individual First Name

Middle Name

Last Name

Additional Account Holder/Co-Trustee/Authorized Individual First Name

Middle Name

Last Name

2

Designation of Money Manager

If you have chosen Schwab's fee to be asset-based, you must also complete and return the applicable Asset-Based Pricing Addendum. If you would like to delay the designation of Managers, your Advisor will have 180 days from the date you sign this form to provide Schwab with the designation of Manager information on your behalf. If your Advisor provides Schwab with the necessary information within that time, Schwab will open your Managed Accounts and provide the designated Money Manager(s) the applicable authorizations for your Account per the Account Agreement. If your Advisor fails to provide the required information within the 180-day period, you will be required to submit a new form to open your Managed Account(s).

Managed Account 1

Asset Dedication, LLC	
Schwab Account Number	Manager Firm Name
0813-2854	Critical Path Unified Portfolio
Manager Master Account Number <i>available from Manager</i>	Manager Investment Strategy
Asset-Based Pricing Schedule Name <i>required for Asset-Based Pricing Accounts only</i>	

Managed Account 2

Schwab Account Number	Manager Firm Name
Manager Master Account Number <i>available from Manager</i>	Manager Investment Strategy
Asset-Based Pricing Schedule Name <i>required for Asset-Based Pricing Accounts only</i>	

Managed Account 3

Schwab Account Number	Manager Firm Name
Manager Master Account Number <i>available from Manager</i>	Manager Investment Strategy
Asset-Based Pricing Schedule Name <i>required for Asset-Based Pricing Accounts only</i>	

Managed Account 4

Schwab Account Number	Manager Firm Name
Manager Master Account Number <i>available from Manager</i>	Manager Investment Strategy
Asset-Based Pricing Schedule Name <i>required for Asset-Based Pricing Accounts only</i>	

Managed Account 5

Schwab Account Number	Manager Firm Name
Manager Master Account Number <i>available from Manager</i>	Manager Investment Strategy
Asset-Based Pricing Schedule Name <i>required for Asset-Based Pricing Accounts only</i>	

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Manager Authorizations

Please see the Money Manager Limited Power of Attorney Agreement for important terms and conditions of these and other authorizations.

Trading. I authorize Schwab to carry out trades in each Account at the direction of the Manager designated for that Account.

Disbursement. Managers will not have disbursement authority on my Accounts.

Fee Payment. I authorize Schwab to pay investment advisory and related fees from my Account to the designated Managers upon their instructions.

Account Information. I authorize Schwab to send information regarding my Account(s) to third parties designated by Managers.

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Issuer Communications and Related Actions

You can appoint your Manager(s) or Advisor (if you have granted your Advisor trading authority over your Account[s]) 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(s).

If you appoint your Advisor or Manager(s) below, your appointee will, regarding only those voting decisions or other action communications sent to your Advisor or Manager(s): (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 each of your appointees 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 Advisor or Manager(s) below, you may still be sent certain other issuer and issuer-related communications regarding investments held in your Account(s). You agree that you will be responsible for providing Schwab any applicable instructions or directions on those items.

Please select only one box.

- ☐ **Yes,** I appoint the designated Managers on each of my Account(s), 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(s).
- ☐ **Yes,** I appoint my Advisor 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(s).
- ☒ **No,** I do **not** appoint my Advisor or Manager(s) 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(s) may request that Schwab disclose to it my name, address and securities positions in that issuer.

If you selected "No" above, please select one of the following options.

The party indicated below should be sent informational copies of any issuer or issuer-related communications:

- ☒ **No one** ☐ **My Advisor** ☐ **The designated Managers on each of my Account(s)**

If you do not select either "Yes" or "No" for your Account(s), Schwab will deem you to have selected "No," but informational copies of issuer and issuer-related communications may be sent to your Advisor and to the designated Manager for each of your Account(s).

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Delegation of Advisor Authorities

I may initial this section only if I have granted my Advisor trading authority on my Existing Account. If I want to grant my Advisor the authorizations described below, each Account Holder must initial in the space provided below. (An "X" is not sufficient.) Please see the Add, Change or Terminate a Manager Authorization section of the Money Manager Limited Power of Attorney Agreement for important terms and conditions of these authorizations.

Account Holder/ Trustee/ Authorized Individual/ Custodian	Add'l Account Holder/ Co-Trustee/ Authorized Individual	Add'l Account Holder/ Co-Trustee/ Authorized Individual
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Add, Change or Terminate a Manager Authorization. I authorize Schwab on my behalf to (i) open additional Managed Accounts, (ii) change Managers, (iii) terminate Managers, and (iv) agree to different Program fee schedules at the direction of my Advisor, as provided under the Add, Change or Terminate a Manager Authorization heading in the Money Manager Limited Power of Attorney Agreement.

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Trade Confirmation Report Enrollment

By signing this section below, you may consolidate trade confirmations ("Confirmations") from your qualifying Accounts listed on this LPOA into a single Trade Confirmation Report ("Report") that will be mailed quarterly. When you subscribe to the Report, your immediate Confirmations will no longer be sent to you. Your Advisor or Manager will continue to receive daily trade Confirmations, and you will continue to receive Account statements. This alternative form of Confirmation delivery is available only for Managed Accounts and other Accounts for which you have granted a fiduciary "investment discretion," which is defined in the attached Money Manager Limited Power of Attorney Agreement.

If you subscribe to the Report by signing below, all of the qualifying Accounts listed on this LPOA will be included in your Report and will be sent to the name and current mailing address on file for your Accounts. All Accounts must share a common address as reflected in Schwab's records in order to be consolidated on a single Report. If you do not want to enroll in the Report, do not complete and sign this section.

Managed Account(s)

Please select only one box.

☐ I want a new subscription to the Report.☐ I want to add to an existing Report subscription. Provide Account number from your existing subscription:

The Report will present a continuous list of Accounts, unless you indicate your preference to begin a new page for each Account by checking here:

☐**SIGN HERE****X**

Today's Date mm/dd/yyyy

Print Name**X**

Today's Date mm/dd/yyyy

Print Name**X**

Today's Date mm/dd/yyyy

Print Name

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Account Holder Signature(s)

By signing this Money Manager Limited Power of Attorney form, you acknowledge that you have received and read a copy of the attached Money Manager Limited Power of Attorney Agreement. You acknowledge that your signature signifies and constitutes your agreement that this Account(s) and your relationship with Schwab will be governed by the Money Manager Limited Power of Attorney Agreement and all incorporated agreements and disclosures.

For purposes of this Money Manager Limited Power of Attorney form and the attached Money Manager Limited Power of Attorney Agreement, the terms "I," "my," "Authorized Individual" and "Account Holder" refer to each person who signs this Money Manager Limited Power of Attorney. If this form is submitted by a trust or organization, the terms "I," "my" and "Account Holder" also refer to the trust or organization and each Trustee or Authorized Individual. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

SIGN HERE**X**_____
Today's Date mm/dd/yyyy_____
Print Name**X**_____
Today's Date mm/dd/yyyy_____
Print Name**X**_____
Today's Date mm/dd/yyyy_____
Print Name

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Confirmation Notice Authorization

The undersigned does not wish to receive confirmations from any of the Executing Brokers in connection with the undersigned's prime broker relationship with Schwab. Because the undersigned will receive confirmations from Schwab for each transaction effected for the undersigned's accounts, the Executing Brokers are hereby authorized to send confirmations to Schwab as the prime broker. If requested, all Executing Brokers shall be entitled to rely upon a copy or facsimile of this Confirmation Notice Authorization forwarded by Schwab. If this Confirmation Notice Authorization is not signed, Executing Brokers or their delegates will send confirmations directly to Account Holder(s) or to Schwab. However, regardless of where confirmations are sent, no differential fees will be charged. In addition, choosing to direct receipt of confirmations is not a condition of the prime broker relationship or the execution of trades through the Executing Brokers.

SIGN HERE**X**_____
Today's Date mm/dd/yyyy_____
Print Name**X**_____
Today's Date mm/dd/yyyy_____
Print Name**X**_____
Today's Date mm/dd/yyyy_____
Print Name**PRINT**



Managed Account Marketplace®

Money Manager Limited Power of Attorney (LPOA) Agreement

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Client Copy

- 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 agree with Schwab as follows:

This LPOA amends the Advisor Services Account Application or Schwab Personal Choice Retirement Account® (PCRA) Application I signed to open my Account ("Application") and my Account Agreement (as defined in the Application), as well as any Advisor Services LPOA or PCRA LPOA for Investment Advisor I used to appoint my Investment Advisor (IA) (collectively, "Advisor Services LPOA"). I understand that my IA may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account. All terms and conditions, including, without limitation, those relating to fees, of my Account Agreement continue to apply to my Account. All defined terms that are not defined in this LPOA shall have the same respective meanings as in the Account Agreement. If there is any conflict between the terms of this LPOA and the Account Agreement, the terms of this LPOA shall govern.

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.

Role of Schwab. I acknowledge and agree to each of the following:

- Schwab is acting solely as a broker-dealer and custodian, and not as an investment advisor, with respect to my Accounts. Schwab will only carry out transactions as directed by the Money Managers (MMs), my IA, or me, as the case may be. Schwab's fees for its brokerage and related services are separate from the advisory fees charged by my IA and MMs. Schwab will send me confirmations of trades executed through Schwab and statements of all activity in my Accounts. Schwab does not provide tax or legal advice.
- My IA and I (and not Schwab) are responsible for investigating and selecting MMs to manage my Account. Schwab does not endorse, recommend or give advice to me or my IA on, or refer me or my IA to, any MM or investment style or strategy or the suitability

of a separately managed account for me. Schwab makes no representation or warranty about any MM or its services.

- Schwab is not obligated to monitor any MM's, my IA's or my trading activity in my Account.
- With the exception of Charles Schwab Investment Advisory, Inc. (CSIA), my IA and MMs are not affiliated with or controlled or employed by Schwab. Windhaven Investment Management® ("Windhaven") and ThomasPartners Investment Management® ("ThomasPartners") are divisions of CSIA.
- Schwab does not mandate the amount of any MM's or IA's fee for management of any account maintained at Schwab.
- Schwab does not review and cannot verify or guarantee the accuracy, adequacy or completeness of any historical performance or other information about any MM made available to me or my IA, and Schwab shall not be responsible for my or my IA's reliance on any such information. An MM's past investment performance is not a guarantee of future results.
- The investment style, techniques, portfolio securities and performance of an MM's separately managed accounts may differ materially from that of a mutual fund managed with a similar style by the same MM.
- I authorize Schwab to obtain from my IA and MMs, and my IA and MMs to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of my IA's or MMs' employees are associated with a member of the Financial Industry Regulatory Authority (FINRA), New York Stock Exchange (NYSE) or an affiliate of the member, Schwab is authorized to deliver information concerning my Account to such member upon request.
- If my account is a PCRA, I am responsible for confirming if my plan allows for the appointment of MMs, as well as for the establishment of multiple accounts if I am appointing more than one MM. In addition, my IA and I are responsible for confirming an MM's ability to accept PCRA(s) for management, since not all MMs are willing to manage retirement accounts. Even if I have given my IA the authority to add, change, or terminate a Money Manager, they will not be able to open additional PCRA's and appoint MMs on my behalf. I understand that any questions related to establishing additional accounts or the paperwork to open additional accounts under the terms of my plan should be directed to my plan administrator.

CSIA's Investment in Affiliated Funds

CSIA may invest in shares of pooled investment vehicles, including exchange-traded funds or other securities that are distributed, marketed, underwritten and/or managed by Schwab or certain of its affiliated companies ("Affiliated Funds"). I understand that if CSIA invests in Affiliated Funds, it will result in a conflict of interest because Schwab or its affiliates would earn management fees or other forms of additional compensation. These potential conflicts of interest are set forth more fully in CSIA's ThomasPartners® Strategies and Windhaven® Strategies Disclosure Brochures.

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 the time of opening the Account, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Money Managers.

The MM designated for a particular Account will have investment discretion and trading authority over that Account. My IA will advise me on the selection of MMs and may provide me with information my IA deems relevant about the MMs, such as investment style and philosophy, historical performance information, minimum account size and fees. The MMs' names (or abbreviations) may appear on Schwab's statements of my Account.

Trading Authorization.

If I have indicated on the Application that my IA will have trading authority to direct Schwab to execute trades, I authorize Schwab to accept instructions from my IA regarding each Account, and to take all other actions necessary or incidental to the execution of such instructions, as my IA shall direct. I authorize Schwab to accept instructions from the designated MMs, and to take all other actions necessary or incidental to the execution of such instructions, as my MMs shall direct. If an Account has a margin feature, Schwab is authorized to accept instructions from my IA and/or the applicable MMs, as authorized, to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through that Account, and to secure the performance of obligations in that Account with any assets held in the Account (the

“Account Assets”). If an Account is authorized for option trading, Schwab is authorized to accept instructions from my IA and/or the applicable MMs, as authorized, 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 or entities Schwab has given instructions to in order to implement my MMs' or IA's instructions, may rely on the MMs' or my IA's instructions without obtaining my approval, countersignature or co-signature. My MMs' and IA's authorities will include, without limitation, the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options (provided I have authorized trading options and my Account has been approved by Schwab for such trading), mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities. I agree not to trade in my Account while it is being managed by an MM.

I authorize Schwab to take such actions as Schwab deems reasonably necessary to carry out instructions Schwab receives from the designated MMs, my IA and/or me, including, but not limited to, disbursing assets for the settlement of trades. I further authorize Schwab, acting upon the MMs' or my IA's instructions, to: (1) aggregate transaction orders for my Account with orders for one or more other accounts over which the MMs or my IA, whichever has given the instruction, has trading authority; and (2) accept or deliver assets in transactions executed by other broker-dealers, where an MM or my IA has so aggregated orders. I agree that if any such aggregated order is executed by Schwab 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.

Disbursement Authorization.

If I have indicated on this Application that my IA will have trading and disbursement authority over my Account, I have authorized my IA to take the following actions, and I instruct Schwab to permit my IA to (1) place trades in my account as provided under the Trading Authorization heading in this Account Application Agreement; (2) remit checks to me at my address of record; and (3) journal cash and/or securities to a Schwab brokerage account on which I am named account holder (known as a first-party transfer). This disbursement authorization does not apply to wire disbursements; Schwab MoneyLink® distributions; or direct, ongoing electronic payments of dividends, interest, and money market income, which use separate forms. I will give, or I will cause my IA to give, the designated MM for a Managed Account at least

five business days' advance notice of any disbursement or withdrawal my IA or I direct Schwab to make from the applicable Managed Account. This disbursement authorization allows my IA to close this Account in the future and move my assets on my behalf.

Add, Change or Terminate a Manager Authorization.

If I have indicated on this LPOA that my IA will have Add, Change or Terminate a Manager authority, I authorize Schwab to accept instructions from my IA to: (i) open additional accounts on my behalf with Schwab in Managed Account Marketplace® to be managed by third-party Managers designated by my IA (“Managed Accounts”); (ii) terminate Managers, appoint new Managers and change investment strategies for my Managed Accounts; and (iii) terminate Managers on my Managed Accounts and close the Accounts. This authorization allows my IA to sign the Managed Account Marketplace Add or Change a Money Manager Form and the Managed Account Marketplace Money Manager Termination Form on my behalf. I understand that I will be bound by the terms of the above-mentioned forms signed and submitted by my IA on my behalf to the same extent as if I had signed them myself, and that any such forms will continue in full force and effect until either I or my IA terminates either form. I acknowledge and agree that the Managed Account Marketplace Add or Change a Money Manager Form will contain the same type of information as required in this LPOA and the Application for the Account to which they relate (“My Existing Account”), and will incorporate by reference information from (including my name, address, account registration, affiliations with securities firms and publicly traded companies, and the tax certifications above the signature line), and the terms and conditions contained in, this LPOA, the Account Application, the Account Agreement and any other agreements, account update forms, supplemental account opening forms or documentation relating to my Managed Account(s). The information described in the preceding sentence is collectively referred to as “My Existing Account Information.” I represent that My Existing Account Information is still accurate and complete. I agree to promptly inform my IA and Schwab of any changes to My Existing Account Information. I also acknowledge that any new Managed Accounts opened by my IA with the Managed Account Marketplace Add or Change a Money Manager Form will have the same elections that I have specified in the Application and this LPOA for My Existing Account regarding matters such as Account Registration; Optional Third-Party Access to Account Information; Choose Your Cash Features; Advisor and Manager Authorizations; Issuer Communications and Related Actions; Electronic Delivery Enrollment; Trade Confirmation Report Enrollment; Confirmation Notice Authorization; IRA Beneficiary(ies) (for IRA Accounts only); and Nomination of a

Successor Custodian. If this LPOA is signed on behalf of a trust, the information, representations and warranties in this LPOA and the Application regarding Certifications of Trustee and any attached Certification of Trust shall also apply to any new Managed Accounts opened by my IA with the Managed Account Marketplace Add or Change a Money Manager Form.

Fee Payment Authorization.

I have granted my IA and MMs fee payment authority in the Application, and I authorize Schwab to pay investment advisory and related fees from my Account to my IA and MMs in the amount of my IA's and the MMs' respective instructions. I acknowledge that my IA and MMs may aggregate their fees and instruct Schwab to deduct the aggregated amounts from my Account. I have authorized my IA, in writing, to receive fee payments directly from my Account. I have also authorized my designated MMs, in writing directly to the MMs or through my authorization of my IA, to receive fee payments directly from my Account or through my IA. Schwab may rely on the instructions submitted by my IA and/or MMs, 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 such fees. My IA's fees and MMs' fees (which may be aggregated) debited from my Account will appear on Schwab's statements of my Account.

Termination of Authorizations.

The authorizations I have granted in this LPOA will remain effective until I have revoked or terminated any such authorizations, or the authorized entity or person (including, but not limited to, my IA or MMs) resigns as my authorized agent(s), in either case by giving notice to Schwab, by mail, telephone, facsimile, messenger or otherwise, provided, however, that Schwab reserves the right to require written notice or confirmation that such authorizations have been terminated or revoked. I understand that I may revoke or terminate all authorizations or designations conferred herein at any time upon two business days' notice to Schwab by completing and submitting the Managed Account Marketplace Add or Change a Money Manager Form or the Managed Account Marketplace Money Manager Termination Form by mail, facsimile or messenger, and I agree to notify my IA, and MM prior to or at the time of any revocations or termination of their respective authorizations. Such revocation will not affect my obligations resulting from transactions initiated prior to Schwab's processing of any such revocation or termination, which generally will take place in two business days. I understand that if Schwab terminates its Service Agreement with IA, the MMs' authority over this Account, in addition to the IA's authority, will terminate, and my Account will be unmanaged until I appoint a new investment advisor, and I will have exclusive control over and responsibility for my

Account. Unless Schwab notifies me otherwise, my Account will become a Schwab retail brokerage account subject to all terms and conditions applicable thereto, including (but not limited to) the terms and conditions relating to fees and commissions, investment products and other services available to Schwab retail customers. I further understand that if the Separate Account Manager Service Agreement between any of the MMs and Schwab terminates, the MM's authority over the Account will terminate, and Schwab will not be obligated to honor any further instructions from that MM. Schwab will notify me as soon as reasonably possible after any such termination.

Brokerage Commissions, Other Fees and Charges.

I acknowledge and agree that I will incur brokerage commissions and other fees and charges for my Account in accordance with the terms agreed to by my IA and Schwab or asset-based fees as described in the Asset-Based Pricing Addendum to the Application. Regardless of whether my Account is charged brokerage commissions or asset-based fees, I may also incur other fees and charges for additional services Schwab may render for my Accounts, such as Prime Brokerage and Trade-Away Services, as described in the Account Agreement.

Suitability.

From time to time, Schwab may make available investment research and information ("Schwab research"). I agree and acknowledge that my MMs, 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 investment decisions for my Account.

Account With Margin Features.

When I, my IA and/or MMs trade on margin, including short sales or options, I am borrowing from Schwab. I agree to pledge all assets in my Schwab accounts, including (but not limited to) my Account, as collateral to secure this loan. I acknowledge that margin transactions are riskier and can involve greater loss than cash transactions. I agree to carefully consider my individual circumstances and market conditions before trading on margin, or permitting my IA and/or MMs to trade on margin, in my Account. If my assets drop in value, I may be asked to bring in more assets and/or my assets could be sold without notice and at a loss to repay my loan. I also agree to read and be bound by the sections of the Account Agreement relating to margin transactions, where there is more information on my obligations and risks, and to contact Schwab if I do not receive or understand the Account Agreement.

All assets now or hereafter held in my Schwab accounts (including my Account) may be pledged, or repledged, or otherwise used as collateral, separately or together with securities of other customers, to secure the amount(s) owed Schwab by any owner of my Account.

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.

Retirement Accounts.

I represent that my Managed Accounts are not retirement accounts subject to ERISA unless I have informed Schwab in writing of that fact and submitted a special form of application designed for use with retirement accounts. If I am appointing an MM to manage a Managed Account that is subject to ERISA ("Retirement Account"), I represent that (i) I have selected each MM and investment style after my own careful consideration; and (ii) I have appointed each MM listed in the Designation of Money Manager section of the Application to manage the assets in the Managed Account over which that MM has authority pursuant to the terms of the plan governing the assets in that account ("Plan"). I acknowledge that Schwab has no discretionary authority or control with respect to the investments in my Retirement Account(s), and that Schwab and its representatives are not "investment managers" as defined in ERISA. Schwab does not and will not render advice on a regular basis pursuant to an arrangement or understanding that such advice shall serve as a primary basis for investment decisions with respect to any Retirement Account(s). I understand that Schwab, its employees and agents (i) are not fiduciaries as defined under ERISA; (ii) have no investment or other discretion with respect to assets covered in my Accounts; (iii) will perform no discretionary acts with respect to such assets; (iv) will effect only such transactions as they are instructed by each MM selected by me; and (v) will exercise no discretion and provide no advice as to the voting of proxies. The MM is the sole fiduciary, as defined under ERISA, in performing investment management services and exercising discretion over the assets it manages in my Retirement Account(s).

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 my MMs' or IA's instructions.

Trade Confirmation Report.

If I have indicated in Section 6 that I would like to subscribe to the Trade Confirmation Report ("Report"), I hereby request that Schwab consolidate trade confirmations ("Confirmations") from my qualifying accounts in this LPOA into a single Report. I further request that the Report be sent to the Account Holder's address as indicated in the Account Holder Information section of this LPOA ("Account Holder address"). Except as described below, I will no longer receive immediate Confirmations; instead, Schwab will mail the Report quarterly to the Account

Holder. I direct Schwab to send immediate Confirmations for each of my Accounts to the IA or MM that is managing the Account.

I also request that my Confirmation data be combined with the Confirmation data of the Accounts of any other account holders who have signed the LPOA with me (or who subsequently ask to have their Accounts combined with mine on the Report) ("Other Account Holders"). In order to be eligible for consolidation onto a single Report, all Accounts must share a common address as reflected in Schwab's records. I agree to make the Report available to the Other Account Holders. I understand that the Other Account Holders will be able to view my Confirmation data. For any trust or custodial account, I, as the Account's trustee or custodian, understand that I am responsible for complying with my legal and fiduciary obligations. I, on behalf of the trust or custodial account, agree to indemnify Schwab from any losses, claims, expenses, damages or other liability for any instructions I give to Schwab in connection with consolidating Confirmations and combining Confirmation data with that of other qualifying accounts. I acknowledge that my IA or MM is a fiduciary and has "investment discretion" with respect to all Accounts for which I am requesting the Report. (Investment discretion for this purpose means the power to place trades in my Account without first seeking my approval.) In subscribing to the Report, I represent to Schwab that I understand and have considered the following:

- With the exception of CSIA, IAs and MMs are not affiliated or associated with, or controlled or employed by, Schwab. Schwab has no obligation for monitoring or supervising the activities of my IA or MM with regard to my Accounts.
- My election to receive the Report in lieu of immediate Confirmations impacts my ability to monitor as promptly the trading activity and investment decisions made by my IA or MM with regard to my Accounts. I may view my Account information, including trading activity, anytime via www.schwaballiance.com. I may obtain a login ID and password by calling 1-800-515-2157. In addition, I may request a Confirmation for any particular transaction at any time by contacting my IA. Schwab encourages me to consult with my IA before enrolling in this service. Schwab urges me to review the Report and account statements upon receipt.
- My designation of my IA or MM to receive Confirmations does not change my agreement with Schwab that all trades and positions shown on any Confirmation or account statement will be deemed accurate and conclusive unless Schwab receives written notice to the contrary from me within 10 days of sending the Confirmation or statement. For this purpose, Schwab regards my IA or MM as the agent, so that delivery of Confirmations to

my IA or MM is the same as if Schwab delivered the Confirmations to me personally.

- Directing Schwab to send Confirmations to my IA or MM could hinder or delay my ability to question, dispute or correct transactions in my Accounts.
- I am designating my IA or MM to receive Confirmations through my own choice and for my convenience. I assume full responsibility for my decision. Schwab has played no part in my decision and has no responsibility for it.

Additional Information.

- I can withdraw my request to receive the Report in lieu of receiving Confirmations at any time by contacting Schwab at 1-800-515-2157. If I withdraw my request to receive the Report, I will begin to receive Confirmations for trades occurring the next business day after Schwab processes my request and thereafter. In that event, I will receive one more Report, for the calendar quarter in which I withdrew my request, which will cover the trades in my Account(s) through the date Schwab processes my request.
- The MM or IA whose name appears in the Report for a particular Account is the MM or IA who was serving in that capacity for that Account at the end of the period covered by the Report. If I changed my MM or IA during the period covered by the Report, the only MM or IA name that will appear in the Report is the name of the MM or IA serving as such at the end of the quarter.
- If I have an Account managed by an MM or IA that is not participating in this service, then I will continue to receive Confirmations for that Account regardless of whether I include that Account on this LPOA.
- If I terminate the authority of the MM for any of my Managed Accounts, confirmation information for those Accounts will no longer be included in the Report unless I simultaneously replace the MM on the Accounts. Similarly, if I terminate or change the IA on my Accounts, confirmation information for those Accounts will no longer be included in the Report. In either case, I will begin receiving Confirmations for trades occurring the next business day after Schwab processes my instruction for the affected Accounts. My next Report will contain confirmation information for the affected Accounts through the business day that Schwab processed my instruction.
- My election to receive the Report is not a condition for entering into or continuing participation in any Schwab service.
- I will not pay a different fee to Schwab based on whether I decide to elect to receive the Report.
- For certain transactions where the Confirmations are normally accompanied by a prospectus or other disclosure document, I will continue to receive these Confirmations, and the transactions will also display on the Report. Confirmations for these types of transactions

will be delivered to me electronically or in the mail, depending on whether or not I have elected to receive Schwab eConfirms™.

Prime Brokerage and Trade-Away Services.

I understand that Schwab's Prime Brokerage Services (PBS) and Trade-Away Services (TAS) each allow my IA (if I have given my IA trading authority over my Account) and MM to place orders for the execution (in the case of PBS) or execution and clearance (in the case of TAS) of trades at broker-dealers other than Schwab ("Other Brokers"). The term "Investment Advisor" as used in this Prime Brokerage and Trade-Away Services subsection of, and the Prime Brokerage Confirmation Notice Authorization included in, this LPOA refers to my IA (if I have given my IA trading authority over my Account) and/or MMs. I agree to the following terms and conditions governing Schwab's Prime Brokerage and Trade-Away Services.

Execution, Suitability, and Cost Considerations.

I acknowledge and agree that:

- My Investment Advisor and I have sole responsibility for selecting all Other Brokers, and I am not relying on Schwab in my or my Investment Advisor's choice of any Other Broker.
- Schwab has made no representations or warranties to me, either written or oral, regarding the financial condition or ability of any Other Broker to effect any transaction ordered or otherwise entered with any Other Broker.
- My Investment Advisor and I have sole responsibility for determining whether the use of PBS or TAS is suitable for me, and Schwab has no responsibility to, and will not, monitor future trading activity in any Account to determine that PBS or TAS is, or remains, suitable for me. Among other things, suitability of PBS or TAS for me will depend upon the trading activity and investment plans of my Investment Advisor and me and my financial situation.
- The execution (and clearance in the case of TAS) of transactions ordered by my Investment Advisor through Other Brokers may give rise to commissions and execution costs not otherwise incurred if such transactions were executed directly through Schwab, including any fees that may be imposed by Schwab for PBS or TAS (see "Costs and Fees," below).
- Other Brokers may refuse to accept or execute PBS or TAS transactions on the behalf of an Investment Advisor and its clients, including me, or refuse to clear or settle such transactions.

Costs and Fees.

I agree that my Account may be charged a Prime Brokerage Service Fee or Trade-Away Service Fee (in an amount equal to Schwab's then-prevailing rate or the rate to which my IA

and Schwab have agreed) per order entered at an Other Broker by my Investment Advisor on my behalf, attributable in whole or in part to my Account, or such other fees or requirements as Schwab may, from time to time and in its sole discretion, set generally for PBS or TAS. In addition to the Prime Brokerage Service Fee or Trade-Away Service Fee and any other fees of Schwab, I acknowledge and agree that Other Brokers may charge commissions and other fees for execution and clearance or any other service furnished by them to me or my Investment Advisor. Schwab shall be entitled to debit cash or securities from my Account on the settlement date of any such order entered by Investment Advisor or me with an Other Broker regardless of whether delivery or receipt has occurred between Schwab and such Other Broker. In the event an Other Broker is unable to, refuses to, or otherwise does not settle any transaction entered with an Other Broker, Schwab shall be entitled to take appropriate steps to complete, cancel, or liquidate any transaction, including purchasing or borrowing securities necessary to make any delivery.

Prime Brokerage Services. Compliance.

All PBS transactions shall be subject to all applicable laws and the rules and regulations of all federal, state and self-regulatory agencies, including, but not limited to, the Securities and Exchange Commission (SEC), all relevant securities and commodity exchanges, the Municipal Securities Rulemaking Board, the NASD, the Board of Governors of the Federal Reserve System, and the constitution, rules and customs of the exchange or market (and its clearinghouse, if any) where executed. In addition, I intend that all PBS transactions shall be performed in a manner not inconsistent with the SEC No-Action Letter dated January 25, 1994, relating to prime brokerage services, which was issued by the Division of Market Regulation, as it may be amended from time to time (the "SEC Letter").

Accounts With Executing Brokers.

With respect to PBS, Other Brokers are referred to as "Executing Brokers," which may consist of executing self-clearing firms, introducing firms, and clearing firms of introducing firms acting as executing brokers. To facilitate the execution of trades by Executing Brokers on my behalf, I authorize the designated Investment Advisors for my Account and their successors and assigns to open accounts with applicable Executing Brokers (either at self-clearing firms or at clearing firms of introducing firms, as the case may be) in cooperation with Schwab. These accounts at Executing Brokers shall be titled in the name of Schwab designated for the benefit of the advisory clients of the Investment Advisor (the "accounts with Executing Brokers").

Minimum Net Equity.

I understand and agree that I am required to maintain in my Account such minimum net equity in cash or securities as may be required,

from time to time, by Schwab (the "Minimum Net Equity"), which shall in no event be less than the minimum net equity required by the SEC Letter. I also understand and agree that in the event my Account falls below such Minimum Net Equity, I must bring my Account into compliance in a timely fashion that in no event will be later than the deadline required by the SEC Letter. In the event my Account falls below the minimum net equity requirements of the SEC Letter, I understand and agree that Schwab will no longer be able to accept PBS trades on my behalf and I must notify all applicable Executing Brokers of such fact.

Authorization.

I authorize each Investment Advisor to be my agent and attorney-in-fact, and in such capacity to give instructions to Schwab or any Executing Broker in connection with the accounts with Executing Brokers in addition to my Account, and to take all other actions necessary or incidental to the execution of such instructions. Schwab, and other persons, including any Executing Broker, to whom Schwab has given instructions in order to implement the Investment Advisor's instructions, may rely on the Investment Advisor's instructions without obtaining my approval, countersignature, or co-signature. Schwab's authority will include, for purchases, sales and, where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over, and deliver assets held in any accounts with Executing Brokers or my Account.

Applicable Executing Brokers will send directly to me or Investment Advisor a confirmation of each trade executed by it on my behalf, in whole or in part, pursuant to this prime broker arrangement. Otherwise, if I have executed Schwab's Confirmation Notice Authorization included in this Application, Executing Broker will send the confirmation to Investment Advisor in care of Schwab as the prime broker and Schwab will send to me a notification of the action setting forth trade details. I understand that the Confirmation Notice Authorization is not a condition for entering into this prime broker arrangement or executing trades with any Executing Broker. A copy of any confirmation sent by an Executing Broker to Schwab is available upon written request to Schwab. I also understand that monitoring Account activity is my responsibility. Schwab provides account statements and notification to me to facilitate this process, but has no duty to supervise or monitor my Account or the actions of the Investment Advisor.

I further authorize Schwab and any Executing Broker, acting upon Investment Advisor's instructions, to aggregate transaction orders for my Account or accounts with Executing Broker with orders for one or more accounts over which Investment Advisor has investment discretion or to accept or deliver assets in transactions executed by other broker-dealers where Investment Advisor has so aggregated

orders. Executing Broker will confirm on an aggregate basis any aggregate transaction effected upon Advisor's instruction. I agree that if 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.

Trading.

I understand and agree that no transactions or trades may be effected on my behalf through an Executing Broker unless Schwab and the applicable Executing Broker have entered into a Prime Brokerage Agreement and I have been accepted for prime brokerage services as provided therein. Such acceptance for prime brokerage services shall not obligate Schwab to clear and settle my transaction initiated by me or my Investment Advisor with an Executing Broker except as provided in the Prime Brokerage Agreement between Schwab and the applicable Executing Broker. As part of the Prime Brokerage Agreement between Schwab and the applicable Executing Broker, I authorize Schwab to furnish the applicable Executing Broker any information required by the Prime Brokerage Agreement. In addition, Schwab shall be entitled to furnish information with respect to my Account upon the request of Executing Brokers. I understand and agree that Schwab has no obligation to clear or settle any transaction that has not been executed or confirmed to Schwab through the Routing ID System or another registered clearing agency by the Executing Broker. In addition, Schwab is entitled to DK (or not affirm) or disaffirm trades as provided in the SEC Letter or Schwab's Prime Brokerage Agreement with such Executing Broker. In the event Schwab refuses or fails to clear or settle any PBS transactions, I shall be responsible for and liable to all applicable Executing Brokers for settling such PBS transactions directly with such Executing Brokers in accounts that will be opened at the applicable Executing Brokers in my name. If my Account has a margin feature, and if I have indicated on the applicable Account Application or otherwise that Investment Advisor will have authority to execute trades in my Account, Investment Advisor is authorized to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account or accounts with Executing Brokers, and to secure the performance of obligations in the Account or accounts with Executing Brokers with assets held in the Account. Nevertheless, except as otherwise provided by the SEC Letter, Investment Advisor is not authorized to trade on margin or otherwise to cause credit to be extended through my Account or accounts with Executing Brokers with regard to any security sold to me by the Executing Broker or Schwab if the Executing Broker or Schwab was a member of a selling syndicate or group for the security within the prior 30 days.

Trade-Away Services.

I understand and agree that in connection with TAS transactions, Other Brokers shall be entirely responsible for the execution and clearance of my transactions and Schwab, as custodian of my Account, shall act solely as settlement agent in accordance with the Investment Advisor's written instructions pertaining to the settlement of such transactions, and shall have no other responsibility whatsoever with regard to such transactions. Schwab's duties in this regard shall be further conditioned upon Schwab's having custody of or receiving the subject securities or other property (including cash) in good deliverable form before settlement.