Addendum to

SCHWAB ACCOUNT APPLICATION

for

<u>Wrap Fee Arrangement</u>

This Addendum ("*Addendum*") supplements and amends my agreement with Schwab – the Schwab One® Account Application Agreement (the "*Agreement*") between the undersigned Account Holder, Trustee, or Custodian ("*I*" or "*me*") and Charles Schwab & Co., Inc. ("*Schwab*") in light of the wrap fee arrangement I have entered into with my independent Investment Advisor) ("*IA*"). Terms not otherwise defined herein shall have the same meanings as in the Agreement. Except as expressly supplemented and amended below, the terms of the Agreement shall remain in effect. If any of the terms of this Addendum conflict with those of the Agreement with respect to the subject matter of this Addendum, this Addendum will control.

1. Wrap Fee Arrangement with IA. I have decided to pay IA a wrap fee that covers both IA's investment advisory services and Schwab's brokerage services. I have authorized IA to pay Schwab for the brokerage services Schwab provides to my Account, and I acknowledge that IA has entered into an agreement with Schwab to pay Schwab fees for those services. IA pays Schwab commissions and other transaction-based fees or asset-based fees in lieu of commissions and other transaction-based fees, and in either case, certain other fees, including prime broker and trade away fees, exchange process fees, and OneSource mutual fund short-term redemption fees. I acknowledge, understand and agree to the following about my wrap fee arrangement with IA:

(a) IA's wrap fee program, along with any discretionary investment advisory program, in which my Account is enrolled is sponsored solely by IA and not by Schwab. Schwab has no responsibility for IA's wrap fee program or the wrap fees I pay IA.

(b) Schwab is acting solely as a broker-dealer, and not an investment advisor, with respect to me and my Account and does not exercise any discretion over or supervise my Account and has no responsibility to monitor IA's activity in my Account. Schwab will act solely on the instructions it receives from IA or me.

(c) I have received, read and understand IA's wrap fee program disclosure brochure.

(d) Confirmations that I receive for transactions in the Account which indicate that Schwab acted in an agency capacity shall mean that Schwab acted as agent for both me and IA in effecting the transaction.

2. Fees and Costs <u>Not</u> Covered by Wrap Fees. I understand and agree that IA's wrap fee does not cover certain fees and costs which may apply to my Account, including those listed below or others that are listed in the *Charles Schwab Pricing Guide* (or a successor thereto) ("*Pricing Guide*"), which I have received or will receive promptly following the opening of my Account. I agree to pay these other fees.

(a) ***Other Broker-Dealers' Fees.*** Commissions and other fees for services provided by broker-dealers other than Schwab for transactions that IA or I have them execute or effect and settle into or from my Account, such as through our use of Schwab's Prime Brokerage or Trade Away Services. I will be responsible for paying any commissions and other fees or compensation charged by broker-dealers other than Schwab. Because I will pay IA's wrap fee in addition to any commissions and/or other charges paid to broker-dealers other than Schwab, I understand that IA may have an incentive to execute transactions for my Account through Schwab, and this incentive could, in some circumstances, conflict with my IA's duty to seek best execution.

(b) ***Mutual Fund Fees.*** Fees charged by some mutual fund companies, unit investment trusts (UITs), closed-end funds and other collective investment vehicles, including, but not limited to, fees assessed by the fund but collected for the fund by Schwab such as sales loads (a portion of which are paid to Schwab) and/or charges and short-term redemption fees.

(c) ***Markups and Markdown, Bid-Ask Spreads, Selling Concessions, etc.*** Markups and markdowns, bid-ask spreads, selling concessions and the like received by Schwab in connection with transactions it executes as principal by selling or buying securities to or from clients for its own account. I acknowledge that Schwab may act as principal in executing trades for my Account. Principal transactions contrast with those in which Schwab acts as agent for clients in effecting trades between the client and a third party. Schwab may make a profit or incur a loss on trades in which it acts as principal. Markups and markdowns and bid-ask spreads are not separate fees, but rather are reflected in the net price at which a trade order is executed.

(d) ***Margin Interest.*** If my Account has a margin feature, margin interest on any margin loans made.

(e) ***Account Activity Fees.*** Electronic funds and wire transfers fees, certificate delivery fees, and other account activity fees.

(f) ***Alternative Investment Fees.*** Custody and setup fees for Alternative Investments (as defined in the Pricing Guide), which includes, without limitation, non-standard assets, non-publicly traded limited partnership interests, foreign securities and non-marketable securities.

(g) ***Miscellaneous Fees and Costs.*** Transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, fees required by law, and any other fees or charges similar to those described above.

A complete list of Schwab's charges and fees is contained in the Pricing Guide. I acknowledge that I have received and reviewed or will receive and review the Pricing Guide and will contact IA or Schwab if I have any questions about Schwab's fees.

In addition, Schwab receives various forms of compensation on certain types of assets held in its customers' accounts for which Schwab does not charge commissions or other fees for transactions, such as, but not limited to, cash and cash equivalents, no-transaction fee mutual funds, and Schwab affiliate mutual funds. Detailed information about Schwab's compensation is available at www.schwab.com/compensation.

3. Appropriateness of Wrap Fees. I have independently determined, alone or in consultation with IA, but not based on any advice from or consultation with Schwab, that IA's wrap fee arrangement is appropriate for me and my Account. I have made this determination after considering the following:

(a) IA's wrap fees may cost me more or less than purchasing IA's investment advice and Schwab's brokerage services separately. The relative cost of IA's wrap fee program to me is influenced by various factors, including the cost of IA's investment advice and Schwab's brokerage services if I purchased them separately, the types of investments held in my Account (*e.g.*, individual securities versus no-transaction-fee mutual funds), and the frequency and size of trades IA makes for my Account. If the number of transactions in my Account is low enough, the wrap fee I pay IA may exceed the stand alone investment advisory fee and separate brokerage commissions that I otherwise would have paid.

(b) IA's wrap fees do not cover all fees and costs I may incur. Additional fees and costs may apply. See "2. Fees and Costs Not Covered by Wrap Fees."

(c) Wrap fees are not appropriate for all accounts, including but not limited to accounts holding primarily, and for any substantial period of time, cash or cash equivalent investments, fixed income securities or no-transaction-fee mutual funds that my IA or I could trade without commission or other transaction fees.

4. Termination. This Addendum will terminate if (i) the Agreement is terminated, (ii) IA's Investment Manager Service Agreement with Schwab is terminated, or (iii) if either I or IA terminate the wrap fee arrangement I have with IA (I agree to notify Schwab promptly of such termination). In addition, I agree that Schwab may terminate this Addendum by giving me 10 days advance written notice. Upon termination of this Addendum other than in the case of termination of the Agreement, I authorize Schwab to charge the Account all Schwab's customary brokerage commissions, prime broker fees and other transaction and other fees and charges as asset forth in the Pricing Guide.

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Please note that the Agreement contains a pre-dispute arbitration agreement.

If you deliver the signed Addendum to Schwab by email or facsimile, you acknowledge and agree that this Agreement and your signature below will be treated as, and are just as binding as, an original copy.

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IA Firm Name

____

Master Account Number

____

Account Number

All Account Holders must sign and date.

____ Date ______________

Signature: Account Holder/Trustee/Custodian (mm/dd/yy)

____ Date ______________

Signature: Account Holder/Trustee/Custodian (mm/dd/yy)

____ Date ______________

Signature: Account Holder/Trustee/Custodian (mm/dd/yy)

