



Beneficiary Designation Form

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

IA Firm Name (please print): _____

IA Master Account Number: _____ Service Team: _____

This form may be used to designate one or more beneficiaries for an IRA or a 403(b)(7) account. To designate beneficiaries for a Qualified Retirement Plan (QRP), use the QRP Designation of Beneficiary(ies) form.

1. Account Holder Information

First Name _____ Middle _____ Last _____

Schwab Account Number _____ Social Security/Tax ID Number _____

2. Designate Your Beneficiary(ies)

- If this is an IRA (except for a Custodial IRA for a minor) and I live in a state with community property statutes and do not designate my spouse as the sole Primary Beneficiary, I represent and warrant that my spouse has consented to such designation.
- If this is a Custodial IRA for a minor, I understand that only the minor’s estate can be the beneficiary until such time as the minor becomes the owner of the IRA and designates his or her own beneficiaries.

Please designate your beneficiary(ies) on this form. Clearly indicate the percentage each beneficiary is to receive; make sure the percentages add up to 100% in each category. (If you do not indicate percentages in the primary or contingent beneficiary sections, assets in the account shall be divided equally among the beneficiaries in the respective class.) In the event of your death, all of the assets in the account shall be transferred to your beneficiary(ies).

If you later wish to change or add beneficiaries (in response to a significant life change such as divorce or the birth or adoption of a child, for example), you must complete a new Schwab Beneficiary Designation Form, listing all beneficiaries and their respective percentages.

Should all beneficiaries disclaim the assets, predecease the account holder, or not survive the account holder by 120 hours, the assets will be distributed to the account holder’s estate.

Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes heirs (if indicated) at the time of death of the account holder.

Definition of “Per Stirpes” Distribution to Beneficiary(ies)

If you indicate per stirpes distribution to your beneficiary(ies), you agree that the definition of per stirpes in this form will govern how Schwab distributes your assets. **Note that the definition of per stirpes in this form may differ from the definition of per stirpes under your state’s laws and/or your will or trust.** Please carefully review the definition of per stirpes below and in Section 4. Before completing and submitting this form to Schwab, consult an attorney if you have any questions about per stirpes.

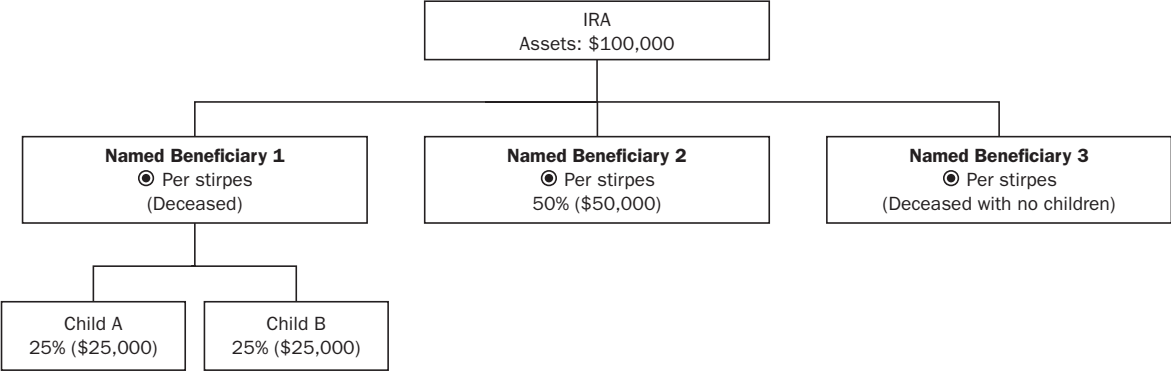
If a per stirpes beneficiary predeceases you, Schwab will distribute his or her portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If the predeceased beneficiary has no living children, his or her portion will be distributed to the other beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of the per stirpes beneficiaries predecease you, Schwab will distribute the assets equally among the children (natural or legally adopted) of the predeceased per stirpes beneficiaries, if any.



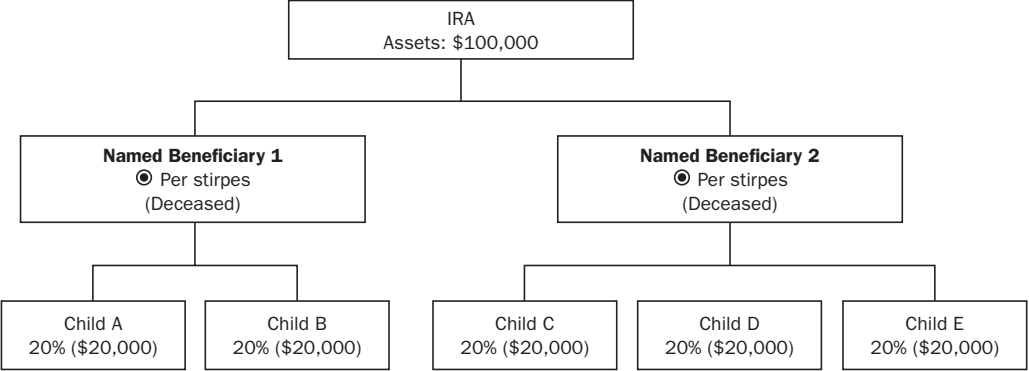
2. Designate Your Beneficiary(ies) (Continued)

If you indicate per stirpes for a beneficiary, Schwab will require the Authorized Party (named in Section 3) to certify the identity of the per stirpes beneficiary(ies) prior to distributing your assets.

Example 1



Example 2



2. Designate Your Beneficiary(ies) (Continued)

Primary Beneficiaries

| | | | | | |
|--|-------------------------------|----------------------------|------------------|------------------------------------|--------------|
| Name (or Name of Trust and Trustees and Date of Trust) | | | | <input type="radio"/> Per Stirpes* | Designated % |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code | |
| Relationship | Social Security/Tax ID Number | Date of Birth (mm/dd/yyyy) | Telephone Number | | |

| | | | | | |
|--|-------------------------------|----------------------------|------------------|------------------------------------|--------------|
| Name (or Name of Trust and Trustees and Date of Trust) | | | | <input type="radio"/> Per Stirpes* | Designated % |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code | |
| Relationship | Social Security/Tax ID Number | Date of Birth (mm/dd/yyyy) | Telephone Number | | |

| | | | | | |
|--|-------------------------------|----------------------------|------------------|------------------------------------|--------------|
| Name (or Name of Trust and Trustees and Date of Trust) | | | | <input type="radio"/> Per Stirpes* | Designated % |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code | |
| Relationship | Social Security/Tax ID Number | Date of Birth (mm/dd/yyyy) | Telephone Number | | |

Total must equal 100%

Contingent Beneficiaries

Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes heirs (if indicated) at the time of death of the account holder.

| | | | | | |
|--|-------------------------------|----------------------------|------------------|------------------------------------|--------------|
| Name (or Name of Trust and Trustees and Date of Trust) | | | | <input type="radio"/> Per Stirpes* | Designated % |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code | |
| Relationship | Social Security/Tax ID Number | Date of Birth (mm/dd/yyyy) | Telephone Number | | |

| | | | | | |
|--|-------------------------------|----------------------------|------------------|------------------------------------|--------------|
| Name (or Name of Trust and Trustees and Date of Trust) | | | | <input type="radio"/> Per Stirpes* | Designated % |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code | |
| Relationship | Social Security/Tax ID Number | Date of Birth (mm/dd/yyyy) | Telephone Number | | |

| | | | | | |
|--|-------------------------------|----------------------------|------------------|------------------------------------|--------------|
| Name (or Name of Trust and Trustees and Date of Trust) | | | | <input type="radio"/> Per Stirpes* | Designated % |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code | |
| Relationship | Social Security/Tax ID Number | Date of Birth (mm/dd/yyyy) | Telephone Number | | |

*Per stirpes is an option for individual beneficiaries only; for trusts, designate a percentage.
If you would like to list additional beneficiaries, make a photocopy of this page and attach it to this form.

Total must equal 100%



3. Designate an Authorized Party

Please name an Authorized Party below. An "Authorized Party" is a person you identify as being able to assist Schwab in locating and/or identifying your beneficiary(ies).

If you indicate per stirpes for a beneficiary(ies), Schwab will require the Authorized Party to verify the identity of the beneficiary(ies) prior to distributing your account assets. For more information, see Section 4.

| | | | | |
|---|------------------|------------------|---------------------|----------|
| Name of Authorized Party (First Name) | (Middle Initial) | (Last Name) | Relationship to You | |
| Home Street Address (no P.O. boxes, please) | | City | State | Zip Code |
| Email Address(es) | | Telephone Number | | |

4. Beneficiary Designation Account Terms

Please read this section carefully and sign in Section 5.

For the purposes of this section, "Schwab," "we," "us," and "our" refer to Charles Schwab & Co., Inc.

A. Designation of Beneficiaries. You must designate your beneficiaries in writing on the form provided. These designations will remain in effect until changed or cancelled by you. Your designation of named individuals who may be in the same class as other individuals (e.g., your children or grandchildren) will not include the other unnamed members of that same class, regardless of changes in the members of the class before or after the date of this form.

For example, if you name two children as primary beneficiaries and subsequently have a third child but fail to update your account, the third child will not receive distributions under this Plan unless a court orders otherwise.

If it cannot be determined whether a beneficiary survived the account holder by 120 hours, the beneficiary will be deemed not to have survived that period. Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes heirs (if indicated) at the time of death of the account holder.

You may indicate per stirpes distribution for your beneficiary(ies) on this form. **Note that Schwab's definition of per stirpes may differ from the definition of per stirpes under your state's laws and/or your will or trust.** It is important that you understand that Schwab will follow the procedures described in this Agreement. If you have questions regarding your beneficiary designation or estate planning, please consult an attorney. If you indicate per stirpes distribution for a beneficiary and he or she predeceases you, Schwab will distribute the predeceased beneficiary's portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If the predeceased beneficiary has no living children, his or her portion will be distributed to the other beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of the beneficiaries predecease you, Schwab will distribute the assets equally among the children

of the predeceased per stirpes beneficiaries (natural or legally adopted), if any.

B. Authorized Party. If you indicate per stirpes for your beneficiary(ies), Schwab will require a certification of the identity of the beneficiary(ies) from your Authorized Party prior to distributing the account assets. You, on behalf of yourself, your estate, and your successors in interest, agree that Schwab shall be entitled to rely on the verification of beneficiaries provided by your Authorized Party when distributing your account assets. You also agree that Schwab has no obligation to locate or identify any beneficiary or to independently verify any information submitted by your Authorized Party prior to distributing your account assets.

You, your estate, and your successors in interest further understand and agree that, notwithstanding the above and any information or instructions provided by your Authorized Party, Schwab may, in its sole discretion, require additional documentation, consult with counsel, or institute legal proceedings in order to determine the proper identity of your beneficiaries, all of which shall be at the expense of your account.

If you name an Authorized Party in Section 3, Schwab will use reasonable efforts to locate the person you have so designated. If, however, despite these reasonable efforts we are unable to locate the person you have designated as your Authorized Party, or that person is unable or unwilling to serve, then you, your estate, and your successors in interest understand and agree that Schwab will instead be entitled to rely on the verification of beneficiaries provided by the personal representative, executor, or administrator of your estate as identified in letters testamentary or letters of administration issued by a court of appropriate jurisdiction. You agree and understand that the costs of appointing a personal representative, executor, or administrator for your estate, if any, shall be borne by your estate and not by Schwab.

If you wish to change the person you have designated as your Authorized Party, you agree to do so by completing this form in its entirety.

C. Payment on Death. Beneficiary designations under your account will not be effective until your death. Only assets that are held in your account at Schwab can be distributed to the named beneficiaries. Transfers to a beneficiary(ies) include any interest, earnings, dividends, etc. associated with these account assets but not paid or credited before your death.

Schwab has no duty to withhold a transfer based on knowledge of an adverse claim unless written notice is given of that claim that affords Schwab reasonable opportunity to act prior to making the transfer. It is the responsibility of each beneficiary designated under the account to notify Schwab of the death of the account owner and to provide: (1) a completed Inherited IRA Application; (2) a certified copy of the death certificate; (3) a notarized Affidavit of Domicile; and (4) a tax waiver if required by state law. Furthermore, it may be necessary to require proof of the beneficiary's date of birth or relationship to the account holder. For per stirpes distributions, the Authorized Party of the account holder will also be required to determine and verify the identity of your beneficiaries. We reserve the right, in our sole discretion, to require additional documentation, to consult counsel, and to institute legal proceedings in order to determine the proper distribution of account assets, which shall be at the expense of the account. Schwab reserves the right, but shall not be obligated, to withhold a certain portion of the proceeds payable to any beneficiary, the distribution to whom would be subject to tax under Chapter 13 (Generation-Skipping Tax) or any other provision of the Internal Revenue Code, or under applicable state laws.

Schwab has no obligation to locate or notify any beneficiary or to independently verify any information submitted either by your Authorized Party or any person claiming an interest in your



4. Beneficiary Designation Account Terms (Continued)

account. If you indicate per stirpes distribution, you, your estate, and your successors in interest agree that Schwab is entitled to rely on the certification provided by your Authorized Party. When your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last beneficiary to receive proceeds from the account before it is closed. Each beneficiary will be required to open an account at Schwab or to identify an appropriate existing Schwab account to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets. Schwab may resolve any reasonable doubt as to the disposition of the

account's assets by judicial determination, which shall be binding on all parties. All legal and other applicable expenses shall be paid from the assets of the account as permitted by state law.

D. Indemnity. Schwab shall incur no liability for any payment made in good faith pursuant to the account. You, on behalf of yourself, your estate, and your successors in interest, including those receiving payment as designated beneficiaries, 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:

- Any conflicting designations of the assets in your account by will, revocable living trust, or any other instrument;

- Any written change of designated beneficiaries that you have made that is not received by Schwab during the lifetime of the account holder;
- An inability to locate your Authorized Party;
- The failure of your Authorized Party to identify the correct per stirpes beneficiary(ies);
- Any reliance by Schwab on any information provided to Schwab by your Authorized Party;
- Delays in distributions, including those resulting from attempts to identify or locate your beneficiaries and/or Authorized Party; and
- Any other claims or disputes not due to Schwab's fault or negligence.

5. Signature

By signing below, I request Charles Schwab & Co., Inc. to accept the beneficiary(ies) and/or Authorized Party for my account, as specified on this agreement. I acknowledge that I have read and agree to the Beneficiary Designation Account Terms, and the Charles Schwab & Co., Inc. Individual Retirement Plan or Schwab 403(b)(7) Account Agreement as applicable.

Signature: Account Holder Print Name Date
(mm/dd/yyyy)

| | |
|------------------------------------|----------------------------|
| For Charles Schwab Use Only | |
| Account Number | Date Approved (mm/dd/yyyy) |
| Print Name of Approver | Signature |



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

For the purposes of this section, “Schwab,” “we,” “us,” and “our” refer to Charles Schwab & Co., Inc.

A. Designation of Beneficiaries. You must designate your beneficiaries in writing on the form provided. These designations will remain in effect until changed or cancelled by you. Your designation of named individuals who may be in the same class as other individuals (e.g., your children or grandchildren) will not include the other unnamed members of that same class, regardless of changes in the members of the class before or after the date of this form.

For example, if you name two children as primary beneficiaries and subsequently have a third child but fail to update your account, the third child will not receive distributions under this Plan unless a court orders otherwise.

If it cannot be determined whether a beneficiary survived the account holder by 120 hours, the beneficiary will be deemed not to have survived that period. Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes heirs (if indicated) at the time of death of the account holder.

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B. Authorized Party. If you indicate per stirpes for your beneficiary(ies), Schwab will require a certification of the identity of the beneficiary(ies) from your Authorized Party prior to distributing the account assets. You, on behalf of yourself, your estate, and your successors in interest,

agree that Schwab shall be entitled to rely on the verification of beneficiaries provided by your Authorized Party when distributing your account assets. You also agree that Schwab has no obligation to locate or identify any beneficiary or to independently verify any information submitted by your Authorized Party prior to distributing your account assets.

You, your estate, and your successors in interest further understand and agree that, notwithstanding the above and any information or instructions provided by your Authorized Party, Schwab may, in its sole discretion, require additional documentation, consult with counsel, or institute legal proceedings in order to determine the proper identity of your beneficiaries, all of which shall be at the expense of your account.

If you name an Authorized Party in Section 3, Schwab will use reasonable efforts to locate the person you have so designated. If, however, despite these reasonable efforts we are unable to locate the person you have designated as your Authorized Party, or that person is unable or unwilling to serve, then you, your estate, and your successors in interest understand and agree that Schwab will instead be entitled to rely on the verification of beneficiaries provided by the personal representative, executor, or administrator of your estate as identified in letters testamentary or letters of administration issued by a court of appropriate jurisdiction. You agree and understand that the costs of appointing a personal representative, executor, or administrator for your estate, if any, shall be borne by your estate and not by Schwab.

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transfer. It is the responsibility of each beneficiary designated under the account to notify Schwab of the death of the account owner and to provide: (1) a completed Inherited IRA Application; (2) a certified copy of the death certificate; (3) a notarized Affidavit of Domicile; and (4) a tax waiver if required by state law. Furthermore, it may be necessary to require proof of the beneficiary's date of birth or relationship to the account holder. For per stirpes distributions, the Authorized Party of the account holder will also be required to determine and verify the identity of your beneficiaries. We reserve the right, in our sole discretion, to require additional documentation, to consult counsel, and to institute legal proceedings in order to determine the proper distribution of account assets, which shall be at the expense of the account. Schwab reserves the right, but shall not be obligated, to withhold a certain portion of the proceeds payable to any beneficiary, the distribution to whom would be subject to tax under Chapter 13 (Generation-Skipping Tax) or any other provision of the Internal Revenue Code, or under applicable state laws.

Schwab has no obligation to locate or notify any beneficiary or to independently verify any information submitted either by your Authorized Party or any person claiming an interest in your account. If you indicate per stirpes distribution, you, your estate, and your successors in interest agree that Schwab is entitled to rely on the certification provided by your Authorized Party. When your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last beneficiary to receive proceeds from the account before it is closed. Each beneficiary will be required to open an account at Schwab or to identify an appropriate existing Schwab account to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets. Schwab may resolve any reasonable doubt as to the disposition of the account's assets by judicial determination, which shall be binding on all parties. All legal and other applicable expenses shall be paid from the assets of the account as permitted by state law.

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- Any conflicting designations of the assets in your account by will, revocable living trust, or any other instrument;
- Any written change of designated beneficiaries that you have made that is not received by Schwab during the lifetime of the account holder;
- An inability to locate your Authorized Party;
- The failure of your Authorized Party to identify the correct per stirpes beneficiary(ies);
- Any reliance by Schwab on any information provided to Schwab by your Authorized Party;
- Delays in distributions, including those resulting from attempts to identify or locate your beneficiaries and/or Authorized Party; and
- Any other claims or disputes not due to Schwab's fault or negligence.

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