

optionsXpress, Inc.  
311 W. Monroe Street Suite 1000  
Chicago, IL 60606  
Phone (312) 280-8020

## optionsXpress | MPP/ PSP Certification 1

In consideration of your opening and/or maintaining one or more accounts for the PSP/MPP named below, I (we), the undersigned trustee(s), certify to optionsXpress, Inc. ("optionsXpress") that the following is true, under the penalty of perjury.

1. The title of the PSP/MPP to which this certification applies is:

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2. The Effective Date of the Plan is: \_\_\_\_\_ The Latest Date of Amendment or Restatement is: \_\_\_\_\_

3. There are no other Trustees of the Plan other than the undersigned.

4. TRUSTEE(S) AUTHORITY. The Plan agreement explicitly authorizes each of the following Trustees to act individually without the approval of the other Trustees. optionsXpress has the authority to accept orders and other instructions relative to the Plan accounts from any of these trustees and they may execute any documents on behalf of the Plan which optionsXpress may require.

\_\_\_\_\_ Yes \_\_\_ No

**If yes, please indicate the paragraph or page of the Plan Agreement where this authority is granted:** \_\_\_\_\_

**Please Note:** Although the Plan agreement may allow a trustee to act individually, under certain circumstances, optionsXpress policies may require that the written approval of all Co-Trustees be obtained.

5. INVESTMENTS. The undersigned Trustees certify that each has the power under the Plan Agreement and applicable law to enter into an agreement which provides for the investment of the assets comprising a part of the Plan, and may enter into transactions for the purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds, and certificates of deposit.

\_\_\_\_\_ Yes \_\_\_ No

**If yes, please indicate the paragraph or page of the Plan Agreement where this authority is granted:** \_\_\_\_\_

6. OPTIONS. In addition to the foregoing powers, the undersigned Trustees are specifically authorized to trade in Options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.

\_\_\_\_\_ Yes \_\_\_ No

**If yes, please indicate the paragraph or page of the Plan Agreement where this authority is granted:** \_\_\_\_\_

7. MARGIN. In addition to the foregoing powers, are the undersigned Trustees specifically authorized to maintain a **Margin and Short Account** and through such account to borrow money to purchase securities on margin, sell securities which the Plan does not own (i.e., short sales) and to borrow securities in connection therewith?

\_\_\_\_\_ Yes \_\_\_ No

**If yes, please indicate the paragraph or page of the Plan Agreement where this authority is granted:** \_\_\_\_\_

8. FUTURES. In addition to the foregoing powers, are the undersigned Trustees specifically authorized to maintain a commodity futures account and through such account to trade in any and all commodity futures products including, without limitation, futures options.

\_\_\_\_\_ Yes \_\_\_ No

**If yes, please indicate the paragraph or page of the Plan Agreement where this authority is granted:** \_\_\_\_\_

9. FOREX. In addition to the foregoing powers, are the undersigned Trustees specifically authorized to maintain a Forex account and through such account to trade in any and all foreign exchange market products.

\_\_\_\_\_ Yes \_\_\_ No

**If yes, please indicate the paragraph or page of the Plan Agreement where this authority is granted:** \_\_\_\_\_

10. RESTRICTIONS. The following limitations restrict investment of Plan assets (specify restrictions if any):

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11. The undersigned persons are authorized to instruct optionsXpress and optionsXpress is hereby authorized to accept such instructions, with regard to any action to be taken for the account of Client under the Agreement.

12. The undersigned persons understand and agree that optionsXpress shall not be obligated to take any action involving the Plan's assets except upon receipt of direct and specific instructions from the Plan's authorized representative(s). optionsXpress, Inc. shall not be considered to be a fiduciary to the Plan within the meaning of ERISA or otherwise. Client shall promptly inform OX in writing of the identity of any independent fiduciary authorized to act on its behalf, and OX shall be entitled to rely upon such information until written notification of change or revocation of such authorization is received by optionsXpress.

13. Under no circumstances will optionsXpress, Inc. act as Trustee, Administrator or Provider of Administrative Services. optionsXpress, Inc. encourages Plan representatives to seek appropriate tax and legal advice in securing such services. optionsXpress, Inc. shall have no liability with respect to the Plan for any loss of any kind which may result by reason of any action taken or not taken by optionsXpress, Inc. in accordance with the directions (or failure of directions) of the Plan's authorized representatives.

14. The undersigned Trustees jointly and severally indemnify you and hold you harmless from any liability (including attorney's fees) arising out of or related to any actual or alleged improper or unsuitable actions resulting from instructions given by any of us to you. This indemnification is made by us both in our capacities as trustees and in our individual capacities. We agree to inform you, in writing, of any amendment to the Plan, any change in the composition of the Trustees or any other event which could alter the certifications made above. We acknowledge optionsXpress' right to examine the Plan Agreement and hereby agree to provide you with a copy of the Plan Agreement if so requested in writing. (Where applicable, plural references in this certification shall be deemed singular.)

**NOTE:** All Trustees must sign. Should only one person execute the PSP/MPP Certification, it shall be a representation that the signer is the sole Trustee. (Where applicable, plural references in this PSP/MPP Certification shall be deemed singular.) Tax reporting information is processed using the Taxpayer Identification Number of the Plan, or in certain circumstances, the Social Security Number of the Plan participants. Certain Plans are exempt from backup withholding and IRD reporting. Please consult your legal or tax adviser to determine proper reporting of this Plan.

Tax ID Number of the Plan \_\_\_\_\_

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Trustee Signature	Printed Name	Date	Trustee Signature	Printed Name	Date
_____			_____		
Trustee Signature	Printed Name	Date	Trustee Signature	Printed Name	Date

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