

# COMMUNITY PROPERTY AGREEMENT

Complete this form to designate an account as husband and wife community property. This form should only be used by residents of community property states.

## I. ACCOUNT INFORMATION

ACCOUNT NUMBER:     -

FIRST ACCOUNT HOLDER'S NAME: \_\_\_\_\_

SECOND ACCOUNT HOLDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

PROVINCE/COUNTY/SUBDIVISION: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

ZIP/POSTAL CODE: \_\_\_\_\_

## II. AUTHORIZATION

CHECK ONLY ONE OF THE FOLLOWING:

HUSBAND HAS AUTHORITY TO TRADE

HUSBAND AND WIFE EACH HAVE AUTHORITY TO TRADE

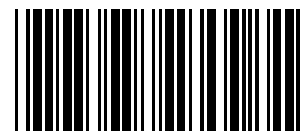
## III. CERTIFICATION

The undersigned hereby request and authorize you to open a joint account in our names as to which we are husband and wife and owners as community property.

In consideration of your carrying a community property account for the undersigned the undersigned jointly and severally agree that either husband or husband and wife individually, and as indicated by our initial above, shall have authority on behalf of the account to buy, sell (including short sales), and otherwise deal in, through you as brokers, stocks, bonds, options, and other securities and commodities, on margin or otherwise; to receive on behalf of the account demands, notices, confirmations, reports, statements of account, and communications of every kind; to receive on behalf of the account money, securities, and property of every kind and to depose of the same; to make on behalf of the account agreements relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof; and generally to deal with you on behalf of the account as fully and completely as if he or she were the party interested in said account. You are authorized to follow instructions of the husband or wife, if so indicated, in every respect concerning the said account with you and to make deliveries to any of the undersigned, or upon his or her order, of any or all monies at any time or from time to time in the said account as he or she may order and direct, even if such deliveries and/or payments shall be made to him or her personally, and not for the account of the undersigned. In the event of any such deliveries of securities or payments of monies to any of the undersigned as aforesaid, you shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies, and you shall not be bound to see to the application or disposition of the said securities and/or monies so delivered or paid to any of the undersigned or upon his or her order. The authority hereby conferred shall remain in force until written notice of the revocation addressed to you is delivered at your main office.

The liability of the undersigned with respect to said account shall be joint and several. The undersigned further agree jointly and severally that all property you may at any time be holding or carrying for any one or more of the undersigned shall be subject to a lien in your favor for the discharge of the obligations of the joint account to you, such lien to be in addition to, not in substitution of, the rights and remedies you otherwise would have.

Notwithstanding the foregoing, you are authorized, at your discretion, to require joint or collective action by all of the undersigned with respect to any matter concerning their account, including but not limited to the giving or cancellation of orders, and the withdrawal money or securities, and in the event you should receive conflicting instructions from each of the undersigned, you are authorized at you sole discretion and without liability to any of us because of fluctuating market conditions or otherwise to do any one or more of the following: (1) select which instructions to follow and which to disregard; (2) suspend all activity in said account, and refuse to buy, sell,



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or trade any security or commodity, and refuse to disburse any monies or properties, except upon further written instructions signed by all of the undersigned; (3) close said account and send any and all securities, monies, or other property by ordinary mail to the address of record; (4) file an interpleader action in any appropriate court, in which event you shall be entitled to recover all costs including reasonable attorney's fees.

It is further agreed that in the event of the death of either or any of the undersigned, the survivor or survivors shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such proceeding, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transaction in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any of the undersigned who shall have died shall be liable and each survivor shall continue liable jointly and severally to you for any net debit balance or loss in said account in any way resulting from the competition of transactions initiated prior to the receipt by you of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Until written notice of such death is received by you, you are authorized to execute all orders and instructions of such survivor.

**IV. SIGNATURES**

HUSBAND'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WIFE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_