



# Asset-Based Pricing (ABP) Legacy Addendum to Account Applications and Agreements

<b>Investment Advisor ("Advisor") Information (This portion to be completed by Advisor.)</b>	
Advisor Firm Name (please print):	CAPE INVESTMENT ADVISORY INC
Advisor Master Account Number:	Service Team:

## Account Information

Account Number	Account Holder/Trustee/Authorized Individual Name(s)
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This is an Addendum to your applicable Schwab account application ("Application") and is part of the Account Agreement between the named Account Holder(s) ("you") and Charles Schwab & Co., Inc. ("Schwab"). If this form is submitted by a trust or organization, the term "you" also refers to the trust or organization and each Trustee or Authorized Individual. This Addendum sets forth the terms and conditions under which Schwab will charge each of the above-listed accounts individually ("your ABP Accounts"), and you agree to pay Schwab a single periodic asset-based fee ("ABP Service Fee") for each account, based on the amount of certain assets in each of your ABP Accounts to which asset-based pricing ("ABP") applies. Schwab will charge ABP Service Fees generally in lieu of transaction-based fees and commissions for most Schwab brokerage services to your ABP Accounts. This Addendum will become effective, and ABP will apply to your Accounts, upon Schwab's acceptance of the Addendum following your submission of it. Capitalized terms in this Addendum have the same meanings as in your Application unless otherwise defined in this Addendum. The term "Advisors" means your Investment Advisor ("Advisor" or "IA") together with your designated Money Managers ("Manager" or "MM"), if any, and any other investment advisor or consultant to you or your Advisor that you authorize to instruct Schwab with respect to your ABP Accounts. If any of the terms of this Addendum conflict with those of your Application, Account Agreement or the ABP Schedule (as defined below), as may be amended from time to time, this Addendum will control.

## Asset-Based Pricing Fee Schedule

SIM-ABP-BT350A		
Tiers	Tier Annual Rate	Min/Max
From \$0 to \$250,000	26 basis points (0.0026)	\$350 minimum
From \$250,001 to \$1,000,000	19 basis points (0.0019)	
From \$1,000,001 to \$2,000,000	15 basis points (0.0015)	
On amount over \$2,000,000	10 basis points (0.001)	
-	-	
-	-	
-	-	
-	-	
-	-	
-	-	

<b>FOR CHARLES SCHWAB USE ONLY:</b>
Account Number



## 1. ABP Services and Fees

Subject to the terms and conditions of this Addendum and the Application, Schwab will act solely as broker-dealer (and not as an investment advisor) to effect transactions upon the instructions of your Advisors for each of your ABP Accounts, and you agree to pay Schwab's ABP Service Fees charged to each of your ABP Accounts. The services and fees described in paragraphs (a) through (d) of this Section are not included in the ABP Service Fee, and such fees will be assessed in addition to the ABP Service Fee, as applicable.

- (a) **Other Broker-Dealers' Fees.** These are commissions and other fees for services provided by broker-dealers other than Schwab for transactions executed or effected by or through them that settle into or from your ABP Accounts. You will be responsible for paying any commissions and other fees charged by other broker-dealers in connection with such transactions. Assets in your ABP Accounts that are purchased or sold through other broker-dealers will be included in the definition of Chargeable Assets (as defined below). Please note that your Advisors' use of Schwab's Prime Brokerage, Trade-Away, or Step-In Services will involve execution of transactions for your Accounts by broker-dealers other than Schwab.
- (b) **Schwab's Prime Brokerage, Trade-Away, and Step-In Trade Allocation Fees.** Prime Brokerage, Trade-Away, and Step-In trades are designed to give you and your Advisor the ability to execute trades using assets held in your ABP Accounts at broker-dealers other than Schwab, known as "Executing Brokers."
- (c) **Custody Fees for Non-Publicly Traded Securities.** For purposes of this Addendum, "Non-Publicly Traded Securities" include, but are not limited to, promissory notes; church bonds; limited partnerships; private limited partnerships; limited liability companies; private common, preferred, and convertible preferred stock; private bonds; private warrants; private placements; and private REITs.
- (d) **Exchange Process Fees and Other Miscellaneous Fees.** These include Securities and Exchange Commission and exchange fees, foreign transaction taxes, transfer taxes, odd lot differentials, mutual fund short-term redemption fees, margin interest, electronic funds or wire transfer fees, and any other similar costs or charges.

Please see the *Charles Schwab Pricing Guide for Clients of Independent Investment Advisors* or any successor thereto (the "Pricing Guide") for additional details on the fees discussed above.

## 2. Appropriateness of ABP for Your Accounts

ABP is not appropriate for every brokerage account, and it may not be appropriate for one or more of your Accounts. Before selecting ABP for an Account, you, in consultation with your Advisors, must consider your particular circumstances and any other relevant factors and determine that ABP is appropriate for that Account.

You acknowledge and agree that:

- (a) The appropriateness of ABP for any one of your Accounts may depend on a number of factors, including, among other things, your investment objectives and financial situation, your Advisors' investment strategies, including the use of certain asset classes, and your Advisors' trading patterns, including the frequency of trading and the number, type, and size of the transactions that your Advisors order for your Accounts. You should note that if the number of transactions with an associated commission or fee in your ABP Account is low enough in any given Billing Period (as defined below), the ABP Service Fee you pay Schwab may exceed the commissions or fees that would otherwise be charged for transactions effected in that Billing Period.
- (b) Because you will pay Schwab's ABP Service Fee (in addition to any commissions and/or other charges paid to broker-dealers other than Schwab who execute transactions for your ABP Accounts), Advisors may have an incentive to execute most transactions for your ABP Accounts through Schwab. This incentive could, in some circumstances, conflict with the Advisors' duties to obtain best execution of transactions for your ABP Accounts.
- (c) Schwab will not determine that ABP is appropriate for your Accounts. Schwab will not monitor future trading activity in your Accounts to determine whether ABP is or remains appropriate. Schwab is not responsible for that determination or monitoring. Rather, that

determination, and any monitoring, is solely your and your Advisors' responsibility. You should review the appropriateness of ABP for your Accounts with your Advisor on a periodic basis (at least annually).

- (d) Schwab is not acting as an investment advisor with respect to your Accounts, and ABP Service Fees are not charged for any investment advice.

## 3. Chargeable Assets

The ABP Service Fee is based on the "Chargeable Assets" in each of your ABP Accounts. Chargeable Assets include all assets in each of your ABP Accounts on a posting date basis, except the following:

- (a) Schwab proprietary mutual funds;
- (b) securities purchased for your ABP Accounts in transactions in which Schwab acts as a principal;
- (c) bank certificates of deposit;
- (d) third-party mutual funds for which Schwab generally does not charge transaction fees (such as funds available through Schwab's Mutual Fund OneSource®);
- (e) mutual funds which are sold with a "load" or built-in sales charge;
- (f) Schwab ETFs™;
- (g) Non-Publicly Traded Securities; and
- (h) cash.

Please note that the exclusion from Chargeable Assets in paragraph (b) of this Section does not include any of the following: (i) securities journaled (or received) into the ABP Account from another account in which the securities were purchased in a transaction in which Schwab or another broker-dealer acted as principal; and (ii) restricted stock. The securities described in the preceding sentence will be Chargeable Assets. The posting date is the date the assets are posted to your Account on Schwab's records. The posting date may be different than the trade or settlement date. Cancellations of trades that resulted in the addition of Chargeable Assets to an ABP Account will not result in the amount of Chargeable Assets being retroactively reduced for the time period from the date the original purchase was posted to your ABP Account to the date the purchase is cancelled. Sale transactions will first reduce the amount of Chargeable Assets in the ABP Account if there are shares or units of the same security held in the ABP Account as Chargeable and non-Chargeable Assets.

## 4. ABP Service Fee Calculation and Payment

The ABP Service Fee is determined by applying an Annual Percentage Rate to the total amounts of Chargeable Assets in your ABP Accounts or by applying a series of Annual Percentage Rates (each rate in the series is a "Tier Annual Rate") to corresponding ranges of the amounts of Chargeable Assets ("Tier Chargeable Assets") in your ABP Accounts, each as set forth in the Asset-Based Pricing Fee Schedule at the beginning of this Addendum ("ABP Schedule"). Assets in each of your ABP Accounts will not be aggregated with assets in any of your other ABP Accounts for purposes of determining the Tier Annual Rate. Instead, the Tier Annual Rate applicable to each of your ABP Accounts will be calculated based only on the assets in that account.

The ABP Schedule may include two or more "ABP Tables," each of which states different Annual Percentage Rates or different Tier Annual Rates and Tier Chargeable Assets. Schwab's ABP Service Fees may be calculated on a different basis than any asset-based fees you are charged by your Advisors. The ABP Service Fee will be computed for each of your ABP Accounts for each monthly Billing Period and charged in arrears on a monthly basis. A "Billing Period" begins on the 23rd day of each calendar month and runs through the 22nd day of the following month. Schwab will calculate the ABP Service Fee and charge it to each of your ABP Accounts after the last day of the Billing Period and before the first day of the following calendar month. For each day of the Billing Period, the value of Chargeable Assets in each of your ABP Accounts will be determined in accordance with Section 5 of this Addendum.

Schwab will calculate the ABP Service Fee for each day of the Billing Period by multiplying the total amount of Chargeable Assets by the applicable Annual Percentage Rate or by multiplying the amount of Tier Chargeable Assets for each Tier by the corresponding Tier Annual Rate



and adding the resulting amounts for each of the applicable Tiers. The ABP Service Fee for the Billing Period will be the sum of the foregoing amounts for all days in the Billing Period divided by 365 (or, in the case of a leap year, 366), unless such sum is less than the applicable Minimum Monthly ABP Service Fee, if any, specified in the ABP Schedule. Calculations of ABP Service Fees are rounded to the nearest penny. "Tiers," "Tier Chargeable Assets" and "Tier Annual Rate," if applicable, are specified in the ABP Schedule. If the ABP Schedule Name applicable to an ABP Account changes during a Billing Period (for example, in the case where you change the MM designated to manage your ABP Account), the Minimum Monthly ABP Service Fee, if any, applied for the entire Billing Period will be the Minimum Monthly ABP Service Fee from the ABP Schedule Name that applied to your Account at the end of the Billing Period.

ABP Service Fees will appear on Schwab's statements of your ABP Accounts under the "Transaction" and "Description" columns as "Service Fee" and "ABP Fee," respectively. You authorize Schwab to sell any Schwab proprietary money market mutual fund shares you may hold in your Accounts, and to take any other actions provided for in the Account Agreement, to the extent necessary to pay your ABP Service Fees. This authorization will remain in effect until termination of the Account Agreement.

**5. Valuing ABP Account Assets**

For the purpose of calculating your ABP Service Fee, Schwab will compute the value of the Chargeable Assets in each of your ABP Accounts on each day of the Billing Period in a manner determined in good faith by Schwab in its sole discretion to reflect market value. Schwab may use prices

obtained from third-party vendors. While Schwab believes these sources to be reliable, Schwab's valuation of Chargeable Assets for purposes of this Addendum should not be considered a guarantee of any kind whatsoever of the value of any assets in your ABP Accounts. The actual prices at which securities may be bought and sold may be different from those used for purposes of this Addendum.

**6. Managed Accounts Provisions**

The following additional provisions of this Addendum apply **only** to ABP Accounts opened pursuant to a Schwab Managed Account Application. The applicable ABP Schedule for each of your applicable Managed Accounts is the Asset-Based Pricing Schedule Name for that Managed Account as shown (i) in the Manager Designation Section of your Application, or (ii) if you add a new Managed Account or if you change the Manager Investment Strategy for a Managed Account on a Managed Account Marketplace® Add, Change or Terminate a Money Manager Form delivered to Schwab. If you designated an existing ABP Account as your Additional Account, then ABP Service Fees for your Additional Account will be determined as provided in the existing ABP terms and conditions applicable to that Account. ABP Service Fees do not pay for, among other things, Schwab's commissions and/or fees for your Additional Account, provided that your Additional Account is not an ABP Account.

**7. Amendment**

As part of your Account Agreement, this Addendum and/or the ABP Schedule Names may be amended by Schwab by giving you notice as provided in your Account Agreement, as it may be amended from time to time.

**8. Signature(s)**

I have received and read, and I understand, the ABP terms and conditions as set forth in this Addendum, including the ABP Schedule. I agree that those terms and conditions apply to each of my ABP Accounts. Furthermore, I acknowledge that I have received a copy of the Account terms to retain for my records.

Please note: All Account Holders must sign.

▶ \_\_\_\_\_ Date \_\_\_\_\_  
Signature: Account Holder/Trustee/Authorized Individual Print Name (mm/dd/yyyy)

▶ \_\_\_\_\_ Date \_\_\_\_\_  
Signature: Additional Account Holder/Co-Trustee/Authorized Individual Print Name (mm/dd/yyyy)

▶ \_\_\_\_\_ Date \_\_\_\_\_  
Signature: Additional Account Holder/Co-Trustee/Authorized Individual Print Name (mm/dd/yyyy)





# Asset-Based Pricing (ABP) Legacy Addendum to Account Applications and Agreements Terms

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

This is an Addendum to your applicable Schwab account application ("Application") and is part of the Account Agreement between the named Account Holder(s) ("you") and Charles Schwab & Co., Inc. ("Schwab"). If this form is submitted by a trust or organization, the term "you" also refers to the trust or organization and each Trustee or Authorized Individual. This Addendum sets forth the terms and conditions under which Schwab will charge each of the above-listed accounts individually ("your ABP Accounts"), and you agree to pay Schwab a single periodic asset-based fee ("ABP Service Fee") for each account, based on the amount of certain assets in each of your ABP Accounts to which asset-based pricing ("ABP") applies. Schwab will charge ABP Service Fees generally in lieu of transaction-based fees and commissions for most Schwab brokerage services to your ABP Accounts. This Addendum will become effective, and ABP will apply to your Accounts, upon Schwab's acceptance of the Addendum following your submission of it. Capitalized terms in this Addendum have the same meanings as in your Application unless otherwise defined in this Addendum. The term "Advisors" means your Investment Advisor ("Advisor" or "IA") together with your designated Money Managers ("Manager" or "MM"), if any, and any other investment advisor or consultant to you or your Advisor that you authorize to instruct Schwab with respect to your ABP Accounts. If any of the terms of this Addendum conflict with those of your Application, Account Agreement or the ABP Schedule (as defined below), as may be amended from time to time, this Addendum will control.

## Asset-Based Pricing Fee Schedule

SIM-ABP-BT350A		
Tiers	Tier Annual Rate	Min/Max
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On amount over \$2,000,000	10 basis points (0.001)	
-	-	
-	-	
-	-	
-	-	
-	-	
-	-	



## 1. ABP Services and Fees

Subject to the terms and conditions of this Addendum and the Application, Schwab will act solely as broker-dealer (and not as an investment advisor) to effect transactions upon the instructions of your Advisors for each of your ABP Accounts, and you agree to pay Schwab's ABP Service Fees charged to each of your ABP Accounts and any additional fees incurred. The services and fees described in paragraphs (a) through (d) of this Section are not included in the ABP Service Fee, and such fees will be assessed in addition to the ABP Service Fee, as applicable.

- (a) **Other Broker-Dealers' Fees.** These are commissions and other fees for services provided by broker-dealers other than Schwab for transactions executed or effected by or through them that settle into or from your ABP Accounts. You will be responsible for paying any commissions and other fees charged by other broker-dealers in connection with such transactions. Assets in your ABP Accounts that are purchased or sold through other broker-dealers will be included in the definition of Chargeable Assets (as defined below). Please note that your Advisors' use of Schwab's Prime Brokerage, Trade-Away, or Step-In Services will involve execution of transactions for your Accounts by broker-dealers other than Schwab.
- (b) **Schwab's Prime Brokerage, Trade-Away, and Step-In Trade Allocation Fees.** Prime Brokerage, Trade-Away, and Step-In trades are designed to give you and your Advisor the ability to execute trades using assets held in your ABP Accounts at broker-dealers other than Schwab, known as "Executing Brokers."
- (c) **Custody Fees for Non-Publicly Traded Securities.** For purposes of this Addendum, "Non-Publicly Traded Securities" include, but are not limited to, promissory notes; church bonds; limited partnerships; private limited partnerships; limited liability companies; private common, preferred, and convertible preferred stock; private bonds; private warrants; private placements; and private REITs.
- (d) **Exchange Process Fees and Other Miscellaneous Fees.** These include Securities and Exchange Commission and exchange fees, foreign transaction taxes, transfer taxes, odd lot differentials, mutual fund short-term redemption fees, margin interest, electronic funds or wire transfer fees, and any other similar costs or charges.

Please see the *Charles Schwab Pricing Guide for Clients of Independent Investment Advisors* or any successor thereto (the "Pricing Guide") for additional details on the fees discussed above.

## 2. Appropriateness of ABP for Your Accounts

ABP is not appropriate for every brokerage account, and it may not be appropriate for one or more of your Accounts. Before selecting ABP for an Account, you, in consultation with your Advisors, must consider your particular circumstances and any other relevant factors and determine that ABP is appropriate for that Account.

You acknowledge and agree that:

- (a) The appropriateness of ABP for any one of your Accounts may depend on a number of factors including, among other things, your investment objectives and financial situation, your Advisors' investment strategies, including the use of certain asset classes, and your Advisors' trading patterns, including the frequency of trading and the number, type, and size of the transactions that your Advisors order for your Accounts. You should note that if the number of transactions with an associated commission or fee in your ABP Account is low enough in any given Billing Period (as defined below), the ABP Service Fee you pay Schwab may exceed the commissions or fees that would otherwise be charged for transactions effected in that Billing Period.
- (b) Because you will pay Schwab's ABP Service Fee (in addition to any commissions and/or other charges paid to broker-dealers other than Schwab who execute transactions for your ABP Accounts), Advisors may have an incentive to execute most transactions for your ABP Accounts through Schwab. This incentive could, in some circumstances, conflict with the Advisors' duties to obtain best execution of transactions for your ABP Accounts.

- (c) Schwab will not determine that ABP is appropriate for your Accounts. Schwab will not monitor future trading activity in your Accounts to determine whether ABP is or remains appropriate. Schwab is not responsible for that determination or monitoring. Rather, that determination, and any monitoring, is solely your and your Advisors' responsibility. You should review the appropriateness of ABP for your Accounts with your Advisor on a periodic basis (at least annually).
- (d) Schwab is not acting as an investment advisor with respect to your Accounts, and ABP Service Fees are not charged for any investment advice.

## 3. Chargeable Assets

The ABP Service Fee is based on the "Chargeable Assets" in each of your ABP Accounts. Chargeable Assets include all assets in each of your ABP Accounts on a posting date basis, except the following:

- (a) Schwab proprietary mutual funds;
- (b) securities purchased for your ABP Accounts in transactions in which Schwab acts as a principal;
- (c) bank certificates of deposit;
- (d) third-party mutual funds for which Schwab generally does not charge transaction fees (such as funds available through Schwab's Mutual Fund OneSource®);
- (e) mutual funds which are sold with a "load" or built-in sales charge;
- (f) Schwab ETFs™;
- (g) Non-Publicly Traded Securities; and
- (h) cash.

Please note that the exclusion from Chargeable Assets in paragraph (b) of this Section does not include any of the following: (i) securities journaled (or received) into the ABP Account from another account in which the securities were purchased in a transaction in which Schwab or another broker-dealer acted as principal; and (ii) restricted stock. The securities described in the preceding sentence will be Chargeable Assets. The posting date is the date the assets are posted to your Account on Schwab's records. The posting date may be different than the trade or settlement date. Cancellations of trades that resulted in the addition of Chargeable Assets to an ABP Account will not result in the amount of Chargeable Assets being retroactively reduced for the time period from the date the original purchase was posted to your ABP Account to the date the purchase is cancelled. Sale transactions will first reduce the amount of Chargeable Assets in the ABP Account if there are shares or units of the same security held in the ABP Account as Chargeable and non-Chargeable Assets.

## 4. ABP Service Fee Calculation and Payment

The ABP Service Fee is determined by applying an Annual Percentage Rate to the total amounts of Chargeable Assets in your ABP Accounts or by applying a series of Annual Percentage Rates (each rate in the series is a "Tier Annual Rate") to corresponding ranges of the amounts of Chargeable Assets ("Tier Chargeable Assets") in your ABP Accounts, each as set forth in the Asset-Based Pricing Fee Schedule at the beginning of this Addendum ("ABP Schedule"). Assets in each of your ABP Accounts will not be aggregated with assets in any of your other ABP Accounts for purposes of determining the Tier Annual Rate. Instead, the Tier Annual Rate applicable to each of your ABP Accounts will be calculated based only on the assets in that account.

The ABP Schedule may include two or more "ABP Tables," each of which states different Annual Percentage Rates or different Tier Annual Rates and Tier Chargeable Assets. Schwab's ABP Service Fees may be calculated on a different basis than any asset-based fees you are charged by your Advisors. The ABP Service Fee will be computed for each of your ABP Accounts for each monthly Billing Period and charged in arrears on a monthly basis. A "Billing Period" begins on the 23rd day of each calendar month and runs through the 22nd day of the following month. Schwab will calculate the ABP Service Fee and charge it to each of your ABP Accounts after the last day of the Billing Period and before the first day of the



following calendar month. For each day of the Billing Period, the value of Chargeable Assets in each of your ABP Accounts will be determined in accordance with Section 5 of this Addendum. Schwab will calculate the ABP Service Fee for each day of the Billing Period by multiplying the total amount of Chargeable Assets by the applicable Annual Percentage Rate or by multiplying the amount of Tier Chargeable Assets for each Tier by the corresponding Tier Annual Rate and adding the resulting amounts for each of the applicable Tiers. The ABP Service Fee for the Billing Period will be the sum of the foregoing amounts for all days in the Billing Period divided by 365 (or, in the case of a leap year, 366), unless such sum is less than the applicable Minimum Monthly ABP Service Fee, if any, specified in the ABP Schedule. Calculations of ABP Service Fees are rounded to the nearest penny. "Tiers," "Tier Chargeable Assets" and "Tier Annual Rate," if applicable, are specified in the ABP Schedule. If the ABP Schedule Name applicable to an ABP Account changes during a Billing Period (for example, in the case where you change the MM designated to manage your ABP Account), the Minimum Monthly ABP Service Fee, if any, applied for the entire Billing Period will be the Minimum Monthly ABP Service Fee from the ABP Schedule Name that applied to your Account at the end of the Billing Period.

ABP Service Fees will appear on Schwab's statements of your ABP Accounts under the "Transaction" and "Description" columns as "Service Fee" and "ABP Fee," respectively. You authorize Schwab to sell any Schwab proprietary money market mutual fund shares you may hold in your Accounts, and to take any other actions provided for in the Account Agreement, to the extent necessary to pay your ABP Service Fees. This authorization will remain in effect until termination of the Account Agreement.

### 5. Valuing ABP Account Assets

For the purpose of calculating your ABP Service Fee, Schwab will compute the value of the Chargeable Assets in each of your ABP Accounts on each day of the Billing Period in a manner determined in good faith by Schwab

in its sole discretion to reflect market value. Schwab may use prices obtained from third-party vendors. While Schwab believes these sources to be reliable, Schwab's valuation of Chargeable Assets for purposes of this Addendum should not be considered a guarantee of any kind whatsoever of the value of any assets in your ABP Accounts. The actual prices at which securities may be bought and sold may be different from those used for purposes of this Addendum.

### 6. Managed Accounts Provisions

The following additional provisions of this Addendum apply **only** to ABP Accounts opened pursuant to a Schwab Managed Account Application. The applicable ABP Schedule for each of your applicable Managed Accounts is the Asset-Based Pricing Schedule Name for that Managed Account as shown (i) in the Manager Designation Section of your Application, or (ii) if you add a new Managed Account or if you change the Manager Investment Strategy for a Managed Account on a Managed Account Marketplace® Add, Change or Terminate a Money Manager Form delivered to Schwab. If you designated an existing ABP Account as your Additional Account, then ABP Service Fees for your Additional Account will be determined as provided in the existing ABP terms and conditions applicable to that Account. ABP Service Fees do not pay for, among other things, Schwab's commissions and/or fees for your Additional Account, provided that your Additional Account is not an ABP Account.

### 7. Amendment

As part of your Account Agreement, this Addendum and/or the ABP Schedule Names may be amended by Schwab by giving you notice as provided in your Account Agreement, as it may be amended from time to time.

**I have received and read, and I understand, the ABP terms and conditions as set forth in this Addendum, including the ABP Schedule. I agree that those terms and conditions apply to each of my ABP Accounts.**

