

# Schwab Attorney-In-Fact Agreement and Affidavit of Attorney-In-Fact for Non-Schwab Power of Attorney

charlesSCHWAB

www.schwab.com

1-800-435-4000 (inside the U.S.)

+1-415-667-5009 (outside the U.S.)

1-888-686-6916 (multilingual services)

Page 1 of 3

This form must be used for applying a non-Schwab Power of Attorney to an existing Schwab account, and serves as an agreement between Schwab and the Agent ("Attorney-In-Fact") designated in the non-Schwab Power of Attorney. A separate set of documents is required for each Schwab account.

Please be sure to:

- Read and complete all sections. Return entire form along with a copy of the non-Schwab Power of Attorney signed by Account Holder.
- Sign the form: Attorney-In-Fact must sign in Part I and Part II.
- Ensure the Attorney-In-Fact's signature on the Schwab Affidavit of Attorney-In-Fact is notarized.



20190301000065310 1/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/01/2019 12:12:28 PM FILED/CERT

## Part I: Schwab Attorney-In-Fact Agreement

### 1. Account Holder Information

Account Holder Name(s) (print) <b>CYNTHIA T. COMER</b>	Schwab Account Number [REDACTED]
---	-------------------------------------

### 2. Agent ("Attorney-In-Fact") Must Complete

We respect your privacy. Schwab may use the information you provide to communicate with you and provide information about products and services. Read about Schwab's privacy policy at [www.schwab.com/privacy](http://www.schwab.com/privacy). As required by federal law, Schwab will use the information provided below to verify your identity.

#### Agent

Name (First) <b>RICHARD</b>	(Middle) <b>EDWARD</b>	(Last) <b>COMER</b>		
Home/Legal Street Address (no P.O. boxes) <b>2141 WHITING RD</b>		City <b>HOOVER</b>	State <b>AL</b>	Zip Code <b>35216</b>
Mailing Address (if different from above; P.O. boxes may be used)		City	State	Zip Code
Home Telephone Number [REDACTED]	Business Telephone Number [REDACTED]	Cellular Telephone Number [REDACTED]	Email Address* (Required to access the account through the web.) <b>recomer20@gmail</b>	
Social Security/Tax ID Number [REDACTED]	Date of Birth (mm/dd/yyyy) [REDACTED]	Mother's Maiden Name <b>TANNER</b>	Are you known by any other name? Specify: <b>"RICK"</b>	
ID Number [REDACTED]	<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	Place of Issuance <b>Alabama</b>	Expiration Date <b>4-25-2019</b>	
Country(ies) of Citizenship (Must list all.) <input checked="" type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input checked="" type="checkbox"/> USA <input type="checkbox"/> Other: _____		

Securities industry regulations require that we collect the following information:

Check only one: <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Homemaker <input type="checkbox"/> Not employed			
Employer <b>JAM FOOD COMPANY, INC.</b>	Occupation/Position <b>CONTROLLER</b>		
Business Street Address <b>3228 LORNA RD</b>	City <b>HOOVER</b>	State <b>AL</b>	Zip Code <b>35216</b>
Are you affiliated with or employed by a stock exchange or member firm of an exchange or the NASD, or a municipal securities broker-dealer? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)			
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ And trading symbol _____)			
Marital Status <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced		Number of Dependents <b>0</b>	
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Good <input type="checkbox"/> Extensive			
Annual Income: <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$15,000-\$24,999 <input type="checkbox"/> \$25,000-\$49,999 <input checked="" type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000 or More			
Liquid Net Worth: <input type="checkbox"/> Under \$25,000 <input checked="" type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More <input type="checkbox"/> Specify: _____			

\*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [www.schwab.com/privacy](http://www.schwab.com/privacy).

FOR CHARLES SCHWAB USE ONLY:			
Approved by		Print Name of Approver	
Date Approved	Source Code	Branch Office and Account Number	



1W

©2008 Charles Schwab & Co., Inc. All rights reserved. Member SIPC. FTA 03505 (1107-8784) APP13051-05 (01/08)

**2. Agent ("Attorney-In-Fact") Must Complete (Continued)**

Are you being compensated for providing investment advice on this account or any other account? (required)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you, or are you employed by, a federal or state registered Investment Advisor? (required)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide the following information:
Firm Name or DBA
Investment Advisor Registration Depository (IARD) or State Registration Number
Firm Tax Identification Number

**3. Agent ("Attorney-In-Fact") Must Sign**

By signing this Application, you acknowledge that you have received and read a copy of the attached Schwab Attorney-In-Fact Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that your relationship with Schwab and the authority conferred on you, as Attorney-In-Fact, by the Power of Attorney executed by the Account Holder will be governed by the Schwab Attorney-In-Fact Agreement and all incorporated agreements and disclosures, including the Schwab One\* Account Agreement and the Charles Schwab Pricing Guide, each as amended from time to time.

For purposes of this Schwab Attorney-In-Fact Agreement and Affidavit of Attorney-In-Fact, the terms "you," "your," "Agent" and "Attorney-In-Fact" refer to the person who signs this form as the Agent (Attorney-In-Fact). The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

NOTE THAT SECTION 17 ON PAGE 2 OF THE ATTACHED ATTORNEY-IN-FACT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT.

**Signature and Date Required**

X *Richard E. Comer*  
Agent ("Attorney-In-Fact") Signature

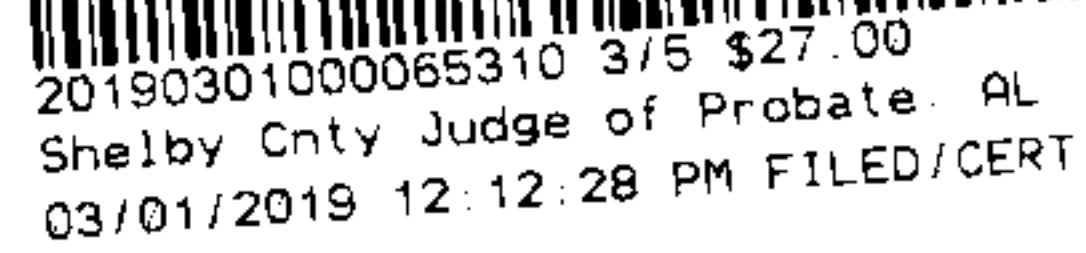
Print Name

Richard E. Comer

Date

5/1/18

20190301000065310 2/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/01/2019 12:12:28 PM FILED/CERT





# Schwab Attorney-In-Fact Agreement and Affidavit of Attorney-In-Fact for Non-Schwab Power of Attorney Agreement

*charles* SCHWAB

Page 1 of 2

This agreement relates to your account and is part of the Account Agreement between each account holder and Schwab. Please read carefully and retain for your files.

**Agent ("Attorney-In-Fact") Terms and Conditions** Read carefully.

**Section 1: Authorization to Make Transactions In the Client's Account.** Attorney-In-Fact agrees not to take any actions that exceed the authority granted by the Client to the Attorney-In-Fact (the "Power of Attorney"). The Attorney-In-Fact represents and warrants that (1) the Client is not deceased, and has not partially or completely revoked, terminated, or suspended this Power of Attorney; and (2) a petition to determine the incapacity of, or to appoint a guardian for, the Client is not pending. In addition, in the event that more than one attorney-in-fact has been appointed by the Client, Attorney-In-Fact represents and warrants that he or she is authorized to act severally or individually and that Schwab may follow any of the Attorney-In-Fact's Instructions independent of all other attorneys-in-fact, including the delivery of assets to you personally.

**Section 2: Role of Charles Schwab & Co., Inc.** Unless required by applicable law, Schwab will not make or review trading or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any investment decision or trading activity in a Client's Account. Client and Attorney-In-Fact are responsible for determining the nature, potential value and suitability for Client of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); Attorney-In-Fact will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to Attorney-In-Fact that is clearly identified as a Schwab recommendation for Attorney-In-Fact to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination.

**Section 3: Trade Confirmations and Account Statements.** Unless directed otherwise, Schwab will not automatically send duplicate trade confirmations and account statements to the Attorney-In-Fact.

**Section 4: Attorney-In-Fact's Relationship to Schwab.** Attorney-In-Fact hereby represents that he/she is familiar with and has reviewed the investment goals, guidelines and objectives of the Client, and will invest in a way that is consistent with the Client's stated goals and objectives. Attorney-In-Fact will not represent to Client that Schwab and Attorney-In-Fact are affiliated or have any relationship other than that described in this Agreement; that Schwab endorses or recommends the Attorney-In-Fact; that Schwab provides any advice other than that described in this Agreement; that Schwab participates in or reviews Attorney-In-Fact's trading decisions; or that Schwab manages, supervises or monitors trading in the Account.

Agent agrees to immediately notify Schwab of the Client's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney; Agent also agrees to notify Schwab of any incapacity, incompetence or mental disability of the Client that would render the Power of Attorney void.

**Section 5: Compliance with Applicable Law.** Attorney-In-Fact will comply with all applicable state and federal securities laws, including the Investment Advisers Act of 1940 and comparable state laws, rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

**Section 6: Compliance with NASD Rules of Fair Practice.** Attorney-In-Fact represents and warrants that, unless the Attorney-In-Fact has given Schwab written notice to the contrary, Attorney-In-Fact is not "associated" with a member of the National Association of Securities Dealers, Inc. ("NASD"), within the meaning of Article I(Q) of the NASD bylaws. Attorney-In-Fact agrees to give Schwab prompt and written notice if Attorney-In-Fact later becomes so associated in accordance with NASD's Conduct Rule 3050 (formerly Section 28 of the Rules of Fair Practice).

**Section 7: Information.** Attorney-In-Fact will provide promptly any information reasonably requested by Schwab concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Attorney-In-Fact will take any action believed by Schwab to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab has any duty to supervise or monitor Attorney-In-Fact's management of Client's Accounts or compliance with applicable law. Agent represents and warrants that all information Agent provides to Schwab in this Agreement, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab promptly and take such action as is necessary to revise such information.

**Section 8: Verification.** You authorize Schwab to inquire from any source, including a consumer reporting agency, as to your identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of your spouse, if you live in a community property state) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

**Section 9: Monitoring of Conversations.** Attorney-In-Fact agrees that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service Attorney-In-Fact or Client receives, to verify securities transaction information or for any other valid purpose.

Attorney-In-Fact acknowledges that Schwab may not be able to locate a tape recording unless Schwab is provided the date and time of the conversation and the full name of the Schwab representative involved in the conversation. Attorney-In-Fact agrees that Schwab has the sole right to determine how long tape recordings will be retained.

**Section 10: Sale and Control of Restricted Securities.** Before instructing Schwab to sell securities that are:

- "restricted securities" or securities of an issuer of which Attorney-In-Fact or the Client is an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933); or
- securities that are being sold in reliance on Rule 701 or Rule 145 under such Act; or
- securities of which the Client or the Attorney-In-Fact and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities;

Attorney-In-Fact agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab requests in order to comply with its regulatory duties.

Attorney-In-Fact agrees not to hold Schwab liable for delays in the sale or settlement of such securities or the release of proceeds from such sale resulting from the failure of the issuer's counsel to issue in a timely manner or to approve any necessary legal opinion or any other action or failure to act of any person or entity other than Schwab.

Attorney-In-Fact agrees not to tender any such securities as collateral for an obligation the Client owes Schwab, unless Attorney-In-Fact first obtains Schwab's prior written consent.

**Section 11: Indemnification.** Attorney-In-Fact agrees to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Attorney-In-Fact of any provision of this Agreement;
- the performance or non-performance of the Attorney-In-Fact's services; and
- any dispute involving Attorney-In-Fact and Client.

**Section 12: Entire Agreement.** This Agreement contains all of the agreements, representations and understandings made between Attorney-In-Fact and Schwab. All modifications and amendments must be in writing and signed by Schwab. Schwab may amend the Agreement with advance notice to Agent.

**Section 13: Assignment.** Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by



merger or consolidation without notice to the Attorney-in-Fact, or to any other entity after 30 days' written notice to Attorney-in-Fact. Attorney-in-Fact may not assign this Agreement without Schwab's prior written consent. This Agreement is binding upon and will inure to the benefit of each party's successors, heirs, legal representatives and permitted assigns.

**Section 14: Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof will not be taken or held to be a waiver of the provision itself.

**Section 15: Governing Law.** The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Agreement, including questions of validity, interpretation and performance, except that the Arbitration Agreement shall be governed by the Federal Arbitration Act.

### Agent ("Attorney-in-Fact") Agrees to Arbitration

**Section 16: Required Arbitration Disclosures.** Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Section 17: Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the

Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers, including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third party service providers that assist Schwab in providing Services ("Third Party Service Providers") and such Third Party Service Providers are deemed to be third party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the National Association of Securities Dealers (NASD) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with the NASD or such eligible national securities exchange. If arbitration before the NASD or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

20190301000065310 5/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/01/2019 12:12:28 PM FILED/CERT