

Please complete and return this Agreement to your designated Service Team. If you are the client of an investment advisor, you may also return this form to your advisor.

This Pledged Asset Account Agreement ("Agreement") is entered into as of _____, 20____, among Charles Schwab & Co., Inc. ("Schwab"), _____ ("Lender") and _____ ("Borrower") concerning cash brokerage account no. _____ (the "Account") which Borrower has agreed to maintain at Schwab. Lender and Borrower have previously entered into a security agreement (the "Pledge Agreement") dated as of _____.

Pursuant to the terms of the Pledge Agreement, Borrower has granted to Lender a security interest in the rights and property interest of certain assets of Borrower, including, without limitation, all of Borrower's rights, title and interest in the Account and all of Borrower's security entitlements with respect thereto, together with all investments, funds, securities, instruments and other property therein and all profits, interest, dividends, income, distributions and cash and non-cash proceeds thereof (the "Collateral"). The Account is not a margin account or subject to checkwriting privileges. The title of the Account shall be: "[Name of Borrower], Pledged Asset Account."

Schwab is hereby authorized to: (i) comply with trading instructions and/or entitlement orders (including delivery or receipt of cash or securities to effect clearance or settlement of trades) (collectively "Trading Instructions") from Borrower or its agents, including, but not limited to, any money manager or financial or investment advisor (collectively, "Advisor"), if applicable, appointed by Borrower to sell or otherwise trade the Collateral in the Account; (ii) charge the Account for all commissions, transaction and account fees, and charges associated with the Account, including, without limitation, asset-based fees for brokerage, custody, trade execution and related services, as well as fees that include Schwab's services and the services of Advisors pursuant to wrap fee programs and similar investment products; (iii) comply with disbursement instructions of Advisor, if applicable, to pay Advisor's advisory or management fees ("Advisor Fee Disbursement Instructions"); and (iv) follow its usual procedures in the event the Account should be or becomes the subject of any writ, levy, order or other similar judicial or regulatory order or process. Schwab will have no obligation to notify Lender prior to acting on such Trading Instructions. Lender and Borrower agree that Schwab shall not be responsible for any diminution or loss of value of the Collateral attributable to declines in market value of the Collateral.

Notwithstanding the foregoing paragraph and subject to the next succeeding sentence, during the Activation Period, Schwab is authorized to comply with Trading Instructions originated by Lender, without further consent from or prior notice to Borrower, and with no duty or

obligation to determine the validity of Lender's Trading Instructions. Lender will provide Schwab with the names and signatures of all officers who may act on behalf of Lender with respect to the Pledged Asset Account in the form of Attachment 1. If Lender fails to do so, Schwab will accept instructions only from the Lender representative whose signature appears on the Agreement. Lender and Borrower agree, however, that during the Activation Period, Schwab may act on Trading Instructions from Borrower or Advisor to the extent such Trading Instructions are the result of corporate reorganization offers. The "Activation Period" means the period which commences within a reasonable period of time not to exceed two Business Days after Schwab's receipt of a written notice from Lender in the form of Attachment 2 (the "Notice"). "Business Day" means each Monday through Friday, excluding U.S. stock exchange holidays. Lender will give Schwab sufficient advance written notice of any change in the Trading Instructions for Schwab to act upon such changes.

Any instruction to Schwab to withdraw or disburse cash or securities, or both, out of the Account, other than for the purpose of effecting the clearance or settlement of a trade in the Account or, if applicable, payment of Advisor's advisory or management fees ("Withdrawal Instructions"), shall be made in writing signed by both Lender and Borrower or Advisor (if Advisor has been authorized by Borrower to make disbursements from the Account).

During the Activation Period, Schwab is authorized to comply with Withdrawal Instructions signed only by Lender, without further consent from or prior notice to Borrower. Schwab shall have no duty or obligation to determine the validity of Lender's Withdrawal Instructions.

Borrower agrees that it cannot and will not withdraw any monies or securities from the Account without Lender's written consent until such time as Lender advises Schwab in writing that Lender no longer claims any interest in the Account and the monies and securities deposited and to be deposited in the Account. If the assets in the Account are not sufficient to compensate Schwab for any commissions or transaction and account fees and charges,

Borrower agrees to pay Schwab on demand the amount due Schwab. Borrower authorizes Schwab, without prior notice, from time to time, to debit any other account Borrower may have with Schwab for such amount or amounts due Schwab. Schwab agrees that it will not offset against the Account or Collateral, except as permitted under this Agreement and except for any obligations arising from the purchase or sale of securities, until it has been advised in writing by Lender that all of Borrower's obligations that are secured by the Account and Collateral are paid in full. Lender shall notify Schwab promptly in writing upon payment in full of Borrower's obligations, and this Agreement shall immediately terminate upon receipt of such notice.

Lender acknowledges and agrees that Schwab has the right to charge the Account from time to time, as set forth in this Agreement and the Account Agreement, as said agreements are amended from time to time, and that Lender has no right to the sums so withdrawn by Schwab. Borrower represents and warrants that it has not assigned or granted a security interest in the Account or Collateral now or hereafter deposited in the Account, except to Lender. Borrower agrees that it will not permit the Account or Collateral to become subject to any other pledge, assignment, lien, charge or encumbrance of any kind, nature or description, other than Lender's security interest referred to herein.

Schwab may terminate this Agreement upon 60 days' prior written notice to Lender and Borrower. Lender may terminate this Agreement upon 60 days' prior written notice to Borrower and Schwab. Notwithstanding the preceding sentence, if Lender notifies Schwab in writing that Borrower's obligations have been paid in full, this Agreement will terminate immediately without any prior written notice. Borrower may not terminate this Agreement except with the written consent of Lender and upon 60 days' prior written notice to Schwab and Lender. If Schwab terminates this Agreement in accordance with this paragraph, and if Schwab receives no written instructions signed by Lender and Borrower regarding transfer of the Account prior to the effective date of the termination, Lender and Borrower agree that,



upon expiration of the termination notice period, Schwab will close the Account and transfer all cash and securities in the Account to Lender. Lender and Borrower acknowledge and agree that Schwab may be required to liquidate certain securities or money fund shares in order to transfer the Account in accordance with this paragraph. Borrower will be responsible for any tax consequences resulting from any such liquidation, as well as any sale of securities pursuant to any Trading Instructions.

Borrower and Lender shall jointly and severally indemnify Schwab, its affiliates, and their respective directors, officers, employees and agents against, and hold them harmless from, any and all claims, costs, liabilities, expenses and damages of any nature (including, without limitation, any and all court costs and reasonable attorneys' fees) in any way arising out of or relating to disputes or legal actions concerning

this Agreement. Borrower's and Lender's obligations under this paragraph shall survive termination of this Agreement.

Schwab will not be liable to Borrower or Lender for any expense, claim, loss, damage or cost ("Damages") arising out of or relating to its performance under this Agreement other than those Damages which result directly from its acts or omissions constituting negligence. In no event will Schwab be liable for any special, indirect, exemplary or consequential damages, including, but not limited to, lost profits.

Schwab will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability on the part of Schwab, if: (i) such failure or delay is caused by circumstances beyond Schwab's reasonable control, including, but not limited to, legal

constraint; emergency conditions; action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; war; riot; theft; flood, earthquake or other natural disaster; breakdown of public, private or common carrier communications or transmission facilities; equipment failure; or act, negligence or default of Borrower or Lender; or (ii) such failure or delay resulted from Schwab's reasonable belief that the action would have violated any guideline, rule or regulation of any governmental authority.

All notices under this Agreement shall be effective upon receipt. Any notices or other communications which may be required under this Agreement are to be sent to the parties at the following addresses or such other addresses as may be subsequently given to the other parties in writing:

Lender:

Street Address (no P.O. boxes, please)

City

State

Zip Code

Phone Number

Borrower:

Street Address (no P.O. boxes, please)

City

State

Zip Code

Schwab: Send notices to your designated Service Team.

For clients of advisors: Send notices to your advisor or your designated Service Team.

Schwab shall send to Lender at the address above copies of all periodic statements concerning the Account that it sends to Borrower in the normal administration of the Account. Borrower authorizes Schwab to provide to Lender any Account information requested by Lender.

This Agreement may be amended only by a written document signed by Borrower, Lender and Schwab, except that Schwab's commissions, fees and charges are subject to change

by Schwab upon 30 days' prior written notice to Borrower.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

This Agreement controls in the event of any conflict between this Agreement and any other document or written or oral statement. This Agreement supersedes all prior understandings,

writings, proposals, representations and communications, oral or written, of any party relating to the subject matter hereof.

Neither Borrower nor Lender may assign any of its rights under this Agreement without the prior written consent of Schwab.

This Agreement shall be interpreted in accordance with California law without reference to California principles of conflicts of law.



LENDER

▶ _____ Date _____
Signature (mm/dd/yyyy)

Print Name Title

BORROWER

▶ _____ Date _____
Signature Print Name (mm/dd/yyyy)

ADDITIONAL BORROWER

▶ _____ Date _____
Signature Print Name (mm/dd/yyyy)

ADDITIONAL BORROWER

▶ _____ Date _____
Signature Print Name (mm/dd/yyyy)

Acknowledged and agreed:

CHARLES SCHWAB & CO., INC.

▶ _____ Date _____
Signature (mm/dd/yyyy)

Print Name Title



ATTACHMENT 1

LENDER: Please provide Schwab with the names and signatures of officers who may act on a pledged asset account. Below is a sample of a letter that you can use. To mitigate any conflicts of interest, the officer signing the letter should not authorize himself or herself as an approved signatory. The signing officer must be separate and independent from the officers authorized below.

[Letterhead of Lender]

[Date]

To: Charles Schwab & Co., Inc.
[Address]

Re: Approved signatories for pledged security agreement
Account No. _____

Dear _____:

Pursuant to your request, I am providing the names and signatures of the following officers of [Lender Name] ("Lender"), who are authorized to act in the capacity of authorized officer of the Lender as referenced in the Charles Schwab Pledged Asset Account Agreement dated _____:

(mm/dd/yyyy)

Jeffrey B. Finn

Head of Operations

Name

Title

Signature

Juliette A. Schmidt

Chief Compliance Officer

Name

Title

Signature

Austin Mead

Senior Credit Analyst

Officer signing pledge agreement: Name

Title

Signature

I will notify you should any of the foregoing cease to be an authorized officer and/or should additional persons be designated to act in the capacity of authorized officer of the Lender with respect to the Charles Schwab Pledged Asset Account Agreement.

If you have further questions, please do not hesitate to contact me at 312-470-6280.

(Telephone Number)

Sincerely,



Chris Helton, Head of Finance (must be a different officer from those
authorized above)



ATTACHMENT 2

LENDER: Below is a sample of a letter that you can use to provide Schwab with a notice to suspend Borrower's trading privileges in the Account. Reference the definition of "Notice" in the Pledged Asset Account Agreement.

[Letterhead of Lender]

[Date]

To: Charles Schwab & Co., Inc.
[Address]

Re: [Name of Borrower]
Account No. _____

Dear _____:

Reference is made to the Pledged Asset Account Agreement dated _____ (the "Agreement") between [Borrower], us (the "Lender") and you regarding the above-described account (the "Account"). In accordance with the Agreement, we hereby give you notice of our exercise of control of the Account and we hereby instruct you to accept Trading Instructions and Withdrawal Instructions regarding the Account only from Lender.

Very truly yours,

As Lender


 _____ Date _____
 Signature (mm/dd/yyyy)

 Print Name Title

