

Agreement for U.S. Bank National Association Investment Equity Line of Credit Accounts

This line of credit program is administered by U.S. Bank National Association. This information is accurate as of June 30, 2017. PLEASE NOTE that this information is provided for general information purposes only and is not specific to your Account. See the Agreement that was provided for your Account and Card for more detailed information, including contact information.

PRICING INFORMATION: Actual pricing will vary from one Borrower to another.

(APR = Annual Percentage Rate)

(DPR = Daily Periodic Rate)

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Advances

Prime + **0.00%** to Prime + **1.50%**

This APR will vary with the market based on the Prime Rate.

Paying Interest

Your due date is 24-30 days after the close of each billing cycle. There is no interest-free period.

Penalty APR and When It Applies

Not Applicable

For Credit Card Tips from the Consumer Financial Protection Bureau

To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at

<http://www.consumerfinance.gov/learnmore>

Fees

Set-up and Maintenance Fees

- Annual Membership Fee
- Enrollment Fee

\$20

\$25 (one-time fee)

Transaction Fees

- Balance Transfer and Convenience Check Advance
- Cash Advance ATM
- Cash Equivalent Advance
- Foreign Transaction

NONE

2% of the amount of each advance or a \$1.50 minimum, whichever is greater (maximum fee: **\$10**)

4% of the amount of each advance or a \$10.00 minimum whichever is greater (maximum fee: no maximum)

2% of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars.

3% for foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency.

Penalty Fees

- Late Payment
- Returned Payment
- Overlimit

Up to **\$38**

Up to **\$35**

NONE

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

INVESTMENT EQUITY LINE OF CREDIT PROMISSORY NOTE AND PLEDGE AGREEMENT

This is an agreement and disclosure statement ("Agreement") between you and U.S. Bank National Association containing the terms that will apply to your Investment Equity Line of Credit Account ("Account") effective June 30, 2017. In this Agreement "you", "your", and "Borrower" means each individual accepting a solicitation or applying for the Account or otherwise agreeing to be liable for the Account. "We", "us", "our", and "Bank" means U.S. Bank National Association, the Account creditor and issuer of the Access Card. Please read this Agreement carefully and keep it in a safe place to make the best use of the Account and the credit card we issue with this Account ("Access Card"). This Agreement becomes effective as soon as you or someone authorized by you uses the Account or Access Card, but no later than 30 calendar days after we issue and you fail to return the Access Card. In addition to this Agreement, there are also relevant Account disclosures on your card carrier.

You may not access your Account until the Transfer Agent confirms that a hold has been placed on sufficient Stock to secure your Account.

This Agreement contains an arbitration provision (including a class action arbitration waiver). It is important that you read the entire Arbitration Provision section carefully.

DEFINED TERMS USED IN THIS AGREEMENT

As used in this Agreement, the following terms shall have the following respective meanings:

"Additional Collateral" shall mean all stock, other securities, cash, and anything else that is exchanged for any Stock or other Additional Collateral, or is issued or paid to shareholders of Stock or any other Additional Collateral, because of an acquisition, merger, spin off, stock split, or any other reason. Normal cash dividends are not included in "Additional Collateral".

"Collateral" shall mean the Stock and Additional Collateral.

"Held Collateral" shall mean all Stock and Additional Collateral on which the Transfer Agent has placed a hold. See the COLLATERAL HOLDS section below.

"Investment Equity Line Checks" shall mean checks used to access your Investment Equity Line of Credit Account.

"Owner" shall mean each individual who owns the Stock.

"Stock" shall mean the stock described in the COLLATERAL HOLDS section below whether or not a hold has been placed on such stock.

"Stock Account" shall mean any stock plan account or accounts described in the COLLATERAL HOLDS section below.

"Transfer Agent" shall mean Computershare Inc, U.S. Bank National Association or any replacement administrator of the Stock Account(s) that is approved in writing by Bank.

PLEDGE AND SECURITY

STOCK COLLATERAL: The Owner(s) pledges all Collateral (which means Stock and Additional Collateral) now or later in the Stock Account(s). The pledge protects Bank if the Borrower(s) does not make all the payments the Borrower(s) owes. The pledge covers all the amounts the Borrower(s) owes Bank now or later, even if the Credit Limit is increased. The Owner(s) understands all the Collateral in the Stock Account(s) is pledged to Bank, even though there may be a hold on only some of the shares. The Owner(s) may sell any shares on which a hold has not been placed. The Owner(s) gives up any exemption on the Collateral. The "exemption" is a legal protection against creditors. You do not pledge anything you buy with any Investment Equity Line of Credit loan. The Owner(s) agrees that the Transfer Agent may give Bank information about the Collateral and the Stock Account(s). The Owner(s) guarantees that no Owner(s) is an insider of a company that issues any of the Collateral. If an Owner becomes an insider, the Owner(s) agrees to notify Bank. Bank can then cancel your Account immediately.

COLLATERAL HOLDS: Bank will tell the Transfer Agent to put a hold on a specific number of shares of Stock of an eligible participating company in a stock account held at the Transfer Agent. All Stock and Additional Collateral on which the Transfer Agent has put a hold is called "Held Collateral." The collateral for the line of credit is held at a percentage of the value of stock shares based on the limit available to you. The Collateral is held at this limit to value based on the stock value at the time of the Agreement. The Transfer Agent shall also put a hold on all Additional Collateral that is issued or paid in exchange for any Collateral (including Stock) on which a hold has been placed at any time. The Transfer Agent shall also put a hold on all Additional Collateral that is issued on Account of any Collateral on which a hold has been placed at any time. That means that the Transfer Agent will not let the Owner(s) sell or withdraw any Held Collateral without Bank's permission. The Owner(s) agrees that Bank may give the Transfer Agent any orders about any Held Collateral. Bank may also give the Transfer Agent any orders about dividends and other payments on any Held Collateral. Bank may also tell the Transfer Agent not to change the Owner(s) on the Stock Account(s). Pursuant to an existing Agreement between Bank and Transfer Agent, the Transfer Agent will follow Bank's instructions without obtaining Owner's permission. For example, Bank may order the Transfer Agent to sell any Held Collateral and pay Bank the money. Bank

agrees not to give such orders unless you are in Default. Bank does not have to sell any Held Collateral even if the price of the Held Collateral is falling. No one else, not even the Owner(s) can give the Transfer Agent orders about any Held Collateral. If the Stock price has decreased, including as a result of a Stock split or exchange or the Borrower(s) is in Default, then Bank may decide it needs a hold on Additional Stock Collateral to protect Bank on the Borrower's Investment Equity Line of Credit Account. Then Bank can tell the Transfer Agent to put a hold on Additional Stock Collateral without telling the Owner(s). If there is more than one Stock Account, Bank may choose which shares of Stock and Additional Collateral to sell or place a hold on. Bank will release the Held Collateral hold within ten days after the Borrower's Account is terminated and all amounts owed have been paid. There may be some further delay in releasing the shares unless the final payments have been made in U.S. Dollars with checks or similar payment instruments drawn on a financial institution. Also, if the Credit Limit is increased, decreased or re-evaluated collateral at the Borrower(s)' request, Bank may increase or decrease the number of shares held based on current Stock value.

ACCOUNT FEATURES AND USE OF THE ACCOUNT

Personal Use: You may use the Account only for personal, family or household purposes. Federal or state consumer protection laws may not apply if you use the Account for other than personal, family or household purposes.

Expanded Account Access: Any Access Card or PIN issued to or selected by you under this Agreement will access multiple checking, savings, line of credit and credit card accounts in your name at Bank or any of its bank affiliates, and any Account opened under this Agreement may be accessed by any card(s) or PIN(s) that you have selected or that have been issued to you or may in the future be selected by you or issued to you by Bank or any of its bank affiliates. "Expanded Account Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or other available method. There are no additional fees or charges for Expanded Account Access. The fees and terms disclosed for each individual Account apply. Expanded Account Access may be available for up to five checking, five savings, and five lines of credit or credit card Accounts and that at other ATMs or with other methods of access, and that other access limitations may apply. Call Cardmember Service at 1-888-852-5786, (Fax 1-866-568-7729 or TDD 1-800-846-2580) to cancel Expanded Account Access, allowing a reasonable time for cancellation to become effective. Canceling the service for this Account will cancel your ability to use Expanded Account Access by all of your other accounts.

Purchases: You may use the Account to buy, lease or otherwise obtain goods or services from participating merchants (including transactions you initiate by mail, telephone or over the Internet), or take advantage of special promotional Balance Transfer offers that post as Purchase transactions ("Purchases"). We will, in connection with any promotional offer we make from time to time, provide information on your Access Card carrier or in additional materials (the "Offer Materials") that explain whether those transactions will post and be treated as a Purchase. Even if you have not signed a sales draft or the merchant has not supplied you with a written receipt or other proof of sale, you are responsible for all Purchases made through your Account, except as expressly limited by applicable law (see "Your Billing Rights" section below for more details).

Advances: "Advances" are transactions other than Purchases that allow you direct access to funds available through your Account. Advances may include Account transactions such as cash advances you obtain directly from us, automated teller machines ("ATMs") or other participating financial institutions ("Cash Advances"). ATM and financial institution Advances include phone (automated phone system and 24 hour customer service assisted) and Internet transfers. Advances also include some Balance Transfers, Convenience Checks, Fast Cash, Overdraft Protection Advances and Cash Equivalent Advances. "Cash Equivalent Advances" include transactions to acquire or initiate wire transfers, travelers checks, cashier's checks, money orders, foreign cash transactions, casino gaming and betting transactions and lottery tickets. Monthly Account statements we issue may refer to Advances as an Advance, Cash and Cash Advances or by the product or device you used to obtain an Advance. Refer to the Advance Account Fees section for details on Advance Transaction Fees.

Advance Limits: Only a portion of the Credit Limit (defined below) is available for Advances and that portion may vary from time to time. Although you may have credit available under your Account, we may be unable to authorize an Advance. You may contact Cardmember Service at 1-888-852-5786, (Fax 1-866-568-7729 or TDD 1-800-846-2580) to learn the portion of your Credit Limit which is available for Advances.

Checks Issued on the Account: We will supply Investment Equity Line Checks and Convenience Checks for use by the person(s) or drawer named on those checks (collectively, "Checks"). These Checks are drafts that look like other checks, but are drawn on credit available in the Account. Checks must be written in U.S. Dollars. We will honor a properly signed Check provided your Account has available credit to cover the amount of the Check. Investment Equity Line Checks are not subject to Advance fees. From time to time, we may supply you with Convenience Checks. We will, in connection with any Convenience Check we provide, include Offer Materials that will explain whether the Convenience Check will post and be treated as an Advance or as a Balance Transfer.

We may return a Check unpaid if:

- (a) the credit available under your Credit Limit is less than the Check amount;
 - (b) the Account is in Default; or
 - (c) the Check is improperly endorsed or otherwise fails to conform to our regularly accepted standards for check payment.
- If your checks have been reported as lost or stolen, you will have to obtain checks with a new Account number (See the Lost or Stolen Access Cards or Other Information section). Checks may not be used to pay your Account or any obligation you owe us or our affiliates.

Paying and Stopping Payment on Checks: You must use the number and address provided in the Lost or Stolen Access Cards or Other Information section to request that payment be stopped on an Investment Equity Line Check. You must call us promptly with an oral stop payment request and then provide us with a written confirmation of the stop payment request within 14 calendar days. Any written stop payment request we receive will remain in effect for 6 months, unless you renew the request in writing before the end of that time. We may pay Checks more than 6 months old. There may be circumstances under which a Check must be paid, even if we have received a stop payment request from you. We will not be liable to you if we do not honor your stop payment request under those circumstances. If it is determined that a Check should have been paid, but was not, we will not be liable for any consequential, punitive or incidental damages if we acted in good faith. Our only obligation under those circumstances will be to pay the designated payee the amount of the check and cancel any charges assessed against your Account as a result of any wrongful failure to honor the Check.

Balance Transfers: We may permit you to transfer balances and obligations that you owe other companies or financial institutions to your Account, subject to the terms and conditions disclosed in the Offer Materials ("Balance Transfers"). Balance Transfers will post to your Account and be separately reflected on monthly Account statements as a Balance Transfer, or depending upon the offer, may post to the Account and be treated as a Purchase or an Advance. We will, in connection with any Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to your Account and be reflected on monthly Account statements. You may not request Balance Transfers on existing obligations you owe us or our affiliates. If you request a Balance Transfer that would cause your Account to exceed its Credit Limit, we may, at our option (a) post the entire Balance Transfer requested to your Account and assess an Overlimit Fee, (b) post only a portion of the Balance Transfer requested to your Account up to the amount of credit available under the Credit Limit, or (c) refuse to process the entire amount of the Balance Transfer requested.

U.S. Bank Overdraft Protection Privileges: This section is part of the Agreement only if you have specifically requested and have obtained an Overdraft Protection Plan by linking the Account with a designated U.S. Bank personal checking account ("checking account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an Advance drawn on the Account. Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

INTEREST CHARGES AND ACCOUNT FEES

Account INTEREST CHARGES. **INTEREST CHARGES** reflect the cost of credit. Your total **INTEREST CHARGE** for any billing cycle will equal the amount of any (a) periodic rate **INTEREST CHARGE** (sometimes referred to as "interest" in this Agreement and on monthly Account statements), (b) Advance Transaction Fees, and (c) any other transaction fees that are considered **INTEREST CHARGES**.

Interest Rate: In this Agreement, we have abbreviated the terms "daily periodic rate" as **DPR**, "average daily balance" as **ADB**, and "ANNUAL PERCENTAGE RATE" as **APR**.

Your variable **APRs** are calculated by adding a margin to the Index. Your Variable **DPR** is equal to $1/365^{\text{th}}$ of the corresponding **APR**. Your **DPR** and corresponding **APR** may increase or decrease from time to time according to the movements up or down of the Index, which is the Prime Rate published in the "Money Rates" section of the Midwest Edition of *The Wall Street Journal* on the last publication day before the date on which the billing cycle closed (in other words, the "statement date"). We reserve the right to choose a comparable new index if *The Wall Street Journal* ceases to publish a Prime Rate. The margin is the percentage we add to the Index to calculate **APR**. The current applied Index value for your Account is 4.25%. Any variable rate adjustment based on a change to your margin will be effective as of the first day of the current billing cycle, and will apply to the new Account balances and transactions subject to that variable rate. Purchases and Balance Transfer transactions have no minimum rate. There is no maximum rate. Advance transactions have no minimum rate. There is no maximum rate.

Introductory and Promotional Rates: We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfers posted to your Account. We will tell you in the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply, or, when appropriate under the terms of this Agreement, a Penalty Rate due to an Adjustment Event (as indicated above).

INTEREST CHARGE: Method of Computing Balance Subject to Interest Rate. We calculate the periodic rate or interest portion of the **Interest Charge** by multiplying the applicable **DPR** by the **ADB** (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance charges and other

charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation. There is a minimum **INTEREST CHARGE** of (no minimum) in any billing cycle in which an **INTEREST CHARGE** is due. As described above, this Agreement provides for the compounding of interest on your Account.

Paying Interest: There is no interest-free period for transactions that post to the Account except as provided in any Offer Materials. Transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Advance Account Fees: You agree to pay the following Account fees and **INTEREST CHARGES**.

We may add an Advance Transaction Fee **INTEREST CHARGE** to the Advance balance of the Account for each Advance you obtain during a billing cycle in addition to the interest that accrues on Advances. The Advance Transaction Fee imposed will equal the greater of either a percentage of either a percentage of each Advance or the minimum dollar amount, subject to the maximum dollar amount, shown in the table below.

CASH RECEIVED FROM	MINIMUM FEE	PERCENTAGE OF CASH FEE	MAXIMUM FEE
Financial Institution	No Minimum	0.0000%	No Maximum
Cash Equivalent	\$10.00	4.0000%	No Maximum
ATM	\$1.50	2.0000%	\$10.00 Maximum
Balance Transfer	No Minimum	0.0000%	No Maximum
Convenience Check	No Minimum	0.0000%	No Maximum

Account Fees:

- (a) We may add a Promotional Discount Transaction Fee **INTEREST CHARGE** for each Promotional Discount you receive during the billing cycle, as outlined in any Offer Materials.
- (b) Annual Membership Fee. Each year, the Account will be subject to your payment in advance of an Annual Membership Fee of \$20.00, which will compensate us for maintaining and servicing the Account for the following year. This fee will be charged to the Purchase balance of your Account.
- (c) Late Payment Fee. We will add a Late Payment Fee to the Purchase balance of the Account if your Minimum Payment is not received by the Payment Due Date shown on the monthly Account statement. The fee will be assessed as follows: The first time your payment is late, a late payment fee of up to \$27.00 will be assessed. If another payment is late during the next 6 billing cycles, late payment fee of up to \$38.00 will be assessed.
- (d) Enrollment Fee. We will add a one-time Enrollment Fee of \$25.00 to the Purchase Balance of the Account on your first monthly Account statement.
- (e) Returned Payment Fee. We will add a Returned Payment Fee to the Purchase balance of the Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed. A check that is returned unpaid will be sent for collection. The fee will be assessed as follows: the first time your payment is returned, a Returned Payment Fee of up to \$25.00 will be assessed. If another payment is returned during the next 6 billing cycles, a Returned Payment Fee of up to \$35.00 will be assessed.
- (f) Duplicate Documentation Fee. We will add a Duplicate Documentation Fee of \$2.00 to the Purchase balance of the Account for each copy of monthly statements, sales slips, refund slips, or Advance slips that you request. There will be no charge if the copy proves a billing error; there will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error occurred.
- (g) We may add a \$10.00 service charge to the Purchase balance of the Account if you call us to make a payment on your Account and are assisted by a Cardmember Service Representative to make the payment. You will be provided with confirmation of the service charge before the payment transaction is authorized.
- (h) Stop Payment Check Fee. We will add a Stop Payment Check Fee of \$35.00 to the Purchase balance of the Account if you request a stop payment on an Investment Equity Line Check or a Convenience Check. (See "Paying and Stopping Payment on Checks" section for more details.)
- (i) Credit Limit Change Fee. We will add a Credit Limit Change Fee of \$15.00 to the Purchase balance of the Account if you request a change to your Credit Limit on your Account and Bank agrees to such change request.

IMPORTANT INFORMATION ABOUT USING YOUR ACCOUNT

Credit Limit: Your Credit Limit is shown at the top of this Agreement and will appear on your monthly statements. The Account Credit Limit is the maximum amount of credit available and that you may owe under the Account at any time. You may not request or obtain additional Purchases, Advances, or Balance Transfers once you have reached your Credit Limit. We reserve the right to review your Account at any time and increase or decrease your Credit Limit. You may not increase your Credit Limit by carrying credit balances over the Credit Limit we make available to you. We may lower your Credit Limit if your Collateral value decreases, in which case Bank will then send you a written notice of your new Credit Limit.

Payments: You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly Account statement or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at the payment address designated in your billing statement will be credited to your Account on the day of receipt if received at the designated address by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt.

Minimum Payment: Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the Payment Due Date shown on your monthly Account statement. You may, at your option, pay more than the Minimum Payment. Your Minimum Payment will be calculated as follows: first we determine the "Base Minimum Payment", which is the greater of \$50 or 1.00% of your New Balance (not including items (1) and (2) below), which, if not a whole dollar amount, will be rounded to the next highest dollar. To the Base Minimum Payment we may add one or more of the following items, as incurred on your Account: (1) any late, annual and/or Account related fee, (2) the **INTEREST CHARGE**, and (3) if your Account is over the Credit Limit, some or all of the balance amount over your Credit Limit. If the resulting Minimum Payment is greater than \$50, the total, if not a whole dollar amount, is then rounded to the next highest dollar. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date.

Payment Application: If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

Skip Payment Option: We may, at our option, occasionally offer you an opportunity to skip your obligation to make the Minimum Payment due. You may not skip payments unless we make this offer to you. If we offer you an opportunity to skip a payment more than once in a 12 month period, you will not be permitted to skip payments required in consecutive months. You cannot accept a skip payment option if the Account is delinquent, or is in Default. When you take advantage of a skip payment option we offer, the interest will continue to accrue on the entire unpaid balance of your Account.

Change of Address: Your monthly Account statements and notice about your Account will be sent to the address you provided in your application or your response to our Account solicitation. To change your address, you must call us at 1-888-852-5786, (FAX 1-866-568-7729, TDD 1-800-846-2580) or write to us at Cardmember Service, P.O. Box 6352, Fargo, ND 58125-6352. We must receive this information 21 days before the date a billing cycle closes to provide your monthly Account statement at your new address. If you have an address change within 45 days of the expiration date of your Access Card(s), please contact Cardmember Services at 1-888-852-5786 (FAX 1-866-568-7729, TDD 1-800-846-2580) with your new address so your new Access Card(s) can be mailed to your new address. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

Authorized Users: You agree not to allow access to your Access Card, Account number, Investment Equity Line Checks, Convenience Checks, or personal identification number (PIN) to anyone else to use your Account, except by asking us to issue a card to grant Account access to another person. If you allow access to your Access Card or Account information, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You agree to be responsible for all Account transactions made by a Borrower, or anyone who you have authorized by (a) asking us to issue an Access Card to grant Account access to another person, (b) lending your Access Card to or allowing Account access by another person, or (c) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. Be cautious when allowing another

person to become an authorized user of your Account; once you allow authority to any authorized user you cannot limit that authority unless the Account is closed to future transactions. You, as a primary or joint Borrower must call us at 1-888-852-5786, (FAX 1-866-568-7729, TDD 1-800-846-2580) or write to us at Cardmember Service, PO Box 6352, Fargo, ND 58125-6352, with any request to cancel and remove a person's authority. We will not provide any Account information to anyone other than you and any Authorized Users. Authorized Users have no right to make any Account changes.

Lost Or Stolen Access Cards Or Other Information: You must notify us immediately by telephone at 1-888-852-5786, (FAX 1-866-568-7729, TDD 1-800-846-2580) or in writing at Cardmember Service, P.O. Box 6352, Fargo, ND 58125-6352, if your Access Card, Investment Equity Line Checks, Convenience Checks or PIN are lost or stolen or there is possible unauthorized use of your Account, Access Card or PIN. You will not be liable for unauthorized use of the Account. If this happens, we will ask you and all other persons given Account access to return all Access Cards and unused Investment Equity Line Checks or Convenience Checks to us. In addition, we have the right to close your Account and open a new Account. If we do so, new Access Cards and new Investment Line Equity Checks or Convenience Checks will be issued for your new Account. If requested, we may issue a new PIN.

Using your Access Card for International Transactions: You may use your Access Card for retail purchases at foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or VISA logos. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the Foreign Transaction Fee **INTEREST CHARGE** described in this section to those transactions. We do not control how these merchants, ATMs, and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account.

If you use your Access Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. dollars according to the applicable rules established by VISA from time to time. Currently, the currency conversion rate used by Visa to determine the foreign currency transaction amount in U.S. Dollars is determined by the amount of the foreign currency transaction times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If your foreign transaction is in foreign currency prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of 3.00% of the Purchase transaction or 3.00% of the ATM transaction. If your foreign transaction is in or converted to U.S. Dollars prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of 2.00% of the Purchase transaction or 2.00% of the ATM transaction.

If you use your Access Card at a merchant or an ATM that bears only the PLUS System logo (and no Visa logo), the charge will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will not add a Foreign Transaction Fee **INTEREST CHARGE**.

If you use your Access Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

YOUR LEGAL RESPONSIBILITY IN THIS AGREEMENT

Responsibility to Pay: You agree to pay us for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES**, Account Fees and charges, any other transaction charges as provided in this Agreement and, to the extent permitted under applicable law, attorneys' fees and collection costs we incur enforcing this Agreement against you. This is the case even if your Account is only used by one of you, or is used by someone authorized by only one of you. If there is more than one Borrower, each of you is responsible, together and separately, for the full amount owed on your Account. Your obligation to pay the Account balance continues even though an agreement, divorce decree, court judgment, or other document to which we are not a party, may direct another person responsible to pay the Account.

Intent to Repay: Each time you use your Account, you represent to us that you intend to and have the ability to repay your Account obligations. We rely on this representation every time you use your Account.

Settling a Disputed Balance; Payment in Full: If you want to settle a disagreement with us about any amount you owe by sending a check on which you have written "Payment in Full" or similar language, you must send us a written explanation of the disagreement or dispute and any such check to Cardmember Service, P.O. Box 6335 Fargo ND 58125-6335 (See Your Billing Rights section below for complete details). This address is different than the address you use to make Account payments. Writing "Payment in Full" or similar language on the check will not be enough to resolve the dispute. If we collect a check or any payment instrument marked "Payment in Full" that you sent to an address other than the one provided in this section (such as the address at which you normally make payments), we will not have waived our right to collect any remaining amount you owe us under the terms of your Account.

Default: You and your Account will be in default if:

- (a) the Transfer Agent (including any replacement administrator approved in writing by us) no longer administers the Stock Account(s), or no longer administers the Stock Account(s) in a way we believe properly protects our rights in the Collateral; or
- (b) your Credit Limit is greater than a specific percentage of the value of the shares in the Stock Account(s); or
- (c) we do not receive the Minimum Payment by the Payment Due Date disclosed on the monthly Account statement; or

- (d) you violate any other provision of this Agreement; or
- (e) you die without a surviving joint Borrower; or
- (f) you become insolvent, assign any property for the benefit of creditors, go into bankruptcy, receivership or anything similar; or
- (g) you have made false statements on your Account application or in the maintenance of your Account; or
- (h) we have any reason to believe that your Account is in danger of, or is being used for fraud; or
- (i) you are a married community property state resident and you or we receive a written termination notice of this Agreement from your spouse; or
- (j) your Account becomes inactive; or
- (k) anything happens that we believe in good faith materially increases the risk that you will not live up to your payment and other obligations under this Agreement; or
- (l) this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account.
- (m) you and your Account will also be in Default if you make transactions which go over your Credit Limit.

Illegal Purchases: You agree that you will not use or permit an Authorized User to use the Access Card or Account for any unlawful purpose, such as funding any account that is set up to facilitate online gambling.

Restrictions: You agree not to use your Account to buy or refinance any Collateral. If your Account line is secured by margin Collateral, you agree not to use any of the funds we lend you under this Agreement to purchase or refinance the purchase of securities.

OUR LEGAL RIGHT TO CHANGE OR CANCEL THIS AGREEMENT

Ownership of this Account; Governing Law: Your Access Card and any other Account access devices that we supply to you are our property and must be immediately returned to us or our designated agent or otherwise destroyed or surrendered as we instruct. We extend all Account credit to you in and from the state of Ohio, regardless of where you reside or use the Account. If a dispute arises and you file a lawsuit against us, service of process must be made on us at the following address: U.S. Bank National Association, 4325 17th Avenue SW, Fargo, ND 58103-3357.

Changes to your Account: Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with the applicable law and the terms of your Agreement. Your transactional experience with us may also cause a change, including an increase in the margin that is added to the index, an increase in fees or a decrease in the Credit Limit. Factors considered in determining the increased rate or Credit Limit decrease may include your general credit profile, existence, seriousness and timing of the defaults under any agreements that you have with us, and other indications of the Account usage and performance. We will give you written notice of any such change in the manner required by Ohio and federal law. Revised Account terms apply as of the effective date communicated in our notice to you unless the notice provides you with the right to opt out, and you do opt out, before the effective date.

Cancellation of your Account: We may cancel your Account or suspend your ability to obtain Account credit immediately, without notice, if your Account is in Default. Even if you are not in Default, we may cancel your Account by providing notice to you. You may cancel your Account by writing to us at Cardmember Service, Attn: IEL, P.O. Box 6361, Fargo, ND 58125-6361. If you have questions about canceling your account notify us by telephone at Cardmember Services at 1-800-685-7680 (FAX 1-701-461-3020, TDD 1-800-846-2580). If this is a Joint Account, we will honor a request by either of you to cancel the Account. After your Account is cancelled, you will not be able to obtain additional Account credit, except that (a) the Account may continue to receive recurring charges for items and services until you contact and cancel delivery with the company providing the item or service, or (b) under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. After your Account is cancelled, all amounts outstanding on your Account will be due and payable without notice or demand from us. You must cut all Access Cards, Investment Line Equity Checks and Convenience Checks in half and return them to us. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorneys' fees and expenses of legal actions, to the extent permitted by applicable law. You may pay off the amount you owe by authorizing Bank to sell a sufficient amount of the Collateral to pay the balance due. However you must send a written authorization for Bank to sell the shares. The remaining shares will be released upon satisfaction of any outstanding balances owed.

Our Rights if You Are in Default: If you are in Default, we will give you notice of your right to cure the Default as may be required by law. If you do not cure the Default within the time stated in the notice, we may declare the Account balance due and payable. You remain responsible for all amounts charged to your Account both before and after receipt of such notice. We may also use any other legal right we have. Except where prohibited we may charge any amount due against any of your deposit accounts that you have with us or our affiliates except for any balance resulting from your use of your Bank credit card. If you Default by exceeding your Credit Limit, the excess may be treated as an Advance; however, it must be repaid in full with your next regular payment unless other arrangements are made with us at the time. We may also sell the Collateral.

Assignment of your Account to Another Creditor. We may assign, sell or transfer your Account and amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect unless and until amended, and any references made in this Agreement to "we", "us", or "our" will refer to the creditor to which we assigned, sold or transferred your Account or amounts owed under your Account. You may not delegate your obligations and responsibilities to us to

any third party without our express written consent.

OUR LEGAL RIGHTS AND OBLIGATIONS

Collecting Credit Information About You: You authorize us to make any credit, employment and investigative inquiries we feel are appropriate related to giving you credit or collecting amounts owed on your Account. You agree that a consumer credit report may be requested periodically from one or more reporting agencies ("Credit Bureaus") and used in connection with your application and any update, renewal or extension of credit. We will provide information about you, your Account or your credit history to the Credit Bureaus and others who may properly receive that information.

Credit Bureau Disputes: If you believe we inaccurately reported credit history information about you or your Account to a Credit Bureau, call us at 1-800-481-9057 or write to us at U.S. Bank National Association, Consumer Recovery Department, Attn.: CBR Disputes, P.O. Box 108, St. Louis, MO 63166-9801.

Privacy Pledge and Disclosure of Account Information: A copy of our Privacy Pledge is included in this Agreement. We also keep copies of our Privacy Pledge in financial institution offices and post it on our web site. Our Privacy Pledge describes how we collect, protect and use confidential financial information and other information about you and the circumstances in which we might share information about you with members of our corporate family and with unaffiliated third parties. Our Privacy Pledge also tells you how you can (a) limit the ways we share certain kinds of information about you and (b) request corrections to the information we maintain about you.

Refusal to Honor Transactions: We and our agents are not responsible if anyone refuses to honor your Access Card, Investment Line Equity Check or Convenience Check, or if authorization for a particular transaction is not given. Although you may have credit available under your Account, we may be unable to authorize credit for a particular transaction. The number of transactions you make in one day may be limited, and the limit per day may vary. These restrictions are for security reasons, and as a result, we cannot explain the details of how this system works. If your Account is over the Credit Limit or delinquent, authorization of credit for transactions may be declined. We are not responsible for anything purchased with your Access Card, Investment Line Equity Check, or Convenience Check, except as expressly required by applicable law (See Your Billing Rights section below for more details). You must return goods you purchased with the Access Card or Account to the merchant and not to us.

Third Party Offers: From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. We and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these features, service or enhancements, where permitted by applicable law.

Monitoring and Recording Communications: You understand and agree that we, and anyone acting on our behalf, may monitor and/or record any communications between you, or anyone acting on your behalf, and us, or anyone acting on our behalf, for quality control and other purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf. The communications that may be monitored or recorded include telephone calls, cellular or mobile phone calls, and any other communications in any form.

Severability: If a court of competent jurisdiction finds any part of this Agreement illegal or unenforceable, the remaining portions of this Agreement will remain in effect as written after any such illegal or unenforceable portion is amended in conformance with applicable law or, if necessary, voided.

Entire Agreement: This version of the Agreement replaces any previous versions of the Agreement. The Agreement, as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement between you and us, and supersedes any prior negotiation, agreement, or understanding between you and us concerning the subject matter of this Agreement.

Waiver: We do not give up our rights under this Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean we waive that right.

Arbitration Provision:

(a) You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a

small claims court. If arbitration is chosen by any party, the following will apply:

- (1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.**
- (2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**
- (3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.**

(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

(b) The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert, and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) This Arbitration Provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by Ohio law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

Other U.S. Bank Relationships: Executive Officers. If you are an Executive Officer of U.S. Bancorp, or any of its bank affiliates, the Bank reserves the right to demand payment at any time.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement:

If you think there is an error on your statement, call or write to us at:

Cardmember Service
P.O. Box 6335
Fargo, ND 58125-6352

If you wish to dispute a transaction over the phone, please call 1-888-852-5786 with the information listed below. Most inquiries or disputes can be corrected over the phone, but doing so does not preserve your rights.

In your letter or call, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

What Will Happen After We Receive Your Letter or Call:

When we receive your letter or call, we must do two things:

1. Within 30 days of receiving your letter or call, we must tell you that we received your letter or call. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter or call, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your Credit Limit.

After We Finish Our Investigation, One of Two Things Will Happen:

- If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may

then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow any of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Access Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from and ATM or with a check that accesses your credit card Account do not qualify.
3. You must not have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Cardmember Service
P.O. Box 6335
Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

SPECIAL RULES FOR VISA ACCESS CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH INVESTMENT EQUITY LINE CHECKS.

For Payments	U.S. Bank National Association P.O Box 790408 St. Louis, MO 63179-0408
For General Inquires and Lost/Stolen Card Reports	U.S. Bank National Association c/o Cardmember Service P.O Box 6352 Fargo, ND 58125-6352 Phone: 1-888-852-5786 TDD: 1-800-846-2580 Fax: 1-866-568-7729
For Credit, Close and Stock Sale Requests Submit In Writing;	U.S. Bank National Association U.S. Bank Credit Department Attention; Investment Equity Line (IEL) P.O Box 6361 Fargo, ND 58125-6361 Phone; 1-800-685-7680 TDD: 1-800-846-2580 Fax: 1-701-461-3020