

## MARGIN ADDENDUM TO ACCOUNT AGREEMENT

READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT.

### Supplemental Terms and Conditions that Apply to Client Margin Account

*Any capitalized terms not otherwise defined herein or in the Margin Disclosures shall have the meaning specified in the Account Agreement and/or its Appendix annexed thereto.*

By signing this Agreement Client agrees to be bound by the Terms and Conditions in this Margin Addendum as well as those terms and conditions contained in the Account Agreement all of which are incorporated herein by reference.

- 1. Mechanics and Risks of Margin.** Client represents that Client understands the mechanics and risks of using margin as explained in the attached Margin Disclosure which is incorporated herein by reference.
- 2. Financing.** Client understands that the margin transactions in the Account may be financed by Pershing or DBSI.
- 3. Interest and Costs.** Client agrees to pay interest on all sums borrowed and other balances due and costs incurred by Deutsche Bank in maintaining the Margin Account on Client's behalf. DBSI will deduct all interest charges from Client's Account. Interest charges will be reflected on Client's account statement. For additional information on interest charges, please refer to the Annual Disclosure Statement at <http://www.pwm.db.com/americas/en/annualdisclosurestatement.html>. To obtain the current schedule of rates visit: [http://pwm.db.com/pwm/en/alexbrown\\_legal\\_overview.html](http://pwm.db.com/pwm/en/alexbrown_legal_overview.html) and click on "DBAB Call Rate" or contact the Client Advisor.
- 4. Client's Margin Loan Is a Demand Loan.** As such, DBSI or Pershing has the right to demand at any time the immediate payment of all or any portion of a margin balance.
- 5. Liens.** Client hereby grants to DBSI and its Affiliates a security interest in and lien upon all Securities and Other Property in the possession or control of DBSI, any of its Affiliates or Pershing, in which Client has an interest (held individually, jointly or otherwise) (collectively all such Securities and Other Property are referred to herein as "DB Collateral") in order to secure any and all indebtedness or any other obligation of Client to DBSI and its Affiliates or Pershing (collectively, all such obligations are referred to herein as the "DB Obligations"). Client further grants to Pershing a security interest in and lien (the "Pershing Lien") upon all Securities and Other Property held in Client's Margin Account(s) and any associated cash account(s) ("Margin Collateral") to secure the indebtedness or any other obligation of Client to Pershing in this Margin Account (the "Margin Obligations"). Clients who are joint account holders (Joint Accountholders) acknowledge and agree that DB Collateral shall include Securities and Other Property held in the Account or any other account held by either Joint Accountholder with DBSI or its Affiliates (whether individually, jointly or otherwise) and shall secure any and all DB Obligations of each Joint Accountholder to DBSI and its Affiliates. With respect to the lien granted to DBSI and its Affiliates, DBSI (or Pershing, at DBSI's instruction) may, at any time and without prior notice, sell, transfer, release, exchange, settle or otherwise dispose of or deal with any or all such DB Collateral in order to satisfy any DB Obligations. In enforcing this lien, DBSI shall have the discretion to determine which Securities and Other Property to apply for the purposes of the foregoing. With respect to the Pershing Lien, Pershing may, at any time and without prior notice, sell, transfer, release, exchange, settle or otherwise dispose of or deal with any or all Margin Collateral in order to satisfy any Margin Obligations. In enforcing this Pershing lien, Pershing shall have the discretion to determine what and how much Margin Collateral to apply for the purposes of the foregoing. Notwithstanding the foregoing, nothing herein shall be deemed to grant an interest in any Account or assets that would give rise to a prohibited transaction under Section 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a)(i)(B) of the Employee Retirement Income Security Act of 1974, as amended. Securities and Other Property held in Client's retirement account(s) maintained by DBSI, which may include IRAs or qualified plans, are not subject to this lien and such Securities and Other Property may only be used to satisfy Client's indebtedness or other obligations related to Client's retirement account(s).
- 6. Consent to Loan or Pledge of Securities and Other Property.** Within the limitations imposed by Applicable Law, all Securities and Other Property now or hereafter held, carried or maintained by or in the possession of DBSI that have not been fully paid for, or are held in a margin account as collateral for a margin loan, may be lent to DBSI, to Pershing or to others, and may be pledged, repledged, hypothecated or rehypothecated by DBSI and/or Pershing without notice to Client, either separately or in common with other securities, commodities and other property of DBSI's or Pershing's other clients for any amount due in any account with DBSI in which Client has an interest, or for any greater amount, and DBSI and/or Pershing may do so without retaining in its possession or control for delivery a like amount of similar Securities and Other Property. Client understands that while securities held for Client's Account(s) are loaned out, Client will lose voting rights attendant to such securities. Margin securities in Client's account may be used for, among other things, settling short sales and lending the securities for short sales. As a result, Pershing and/or DBSI may receive compensation in connection with these transactions. Neither Pershing, nor DBSI, will lend or pledge fully paid for securities without Client's written permission.
- 7. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions.** In order to engage in margin transactions, Client will be required to maintain such Securities and Other Property in Client's Margin Account(s) for margin purposes as shall be required under Applicable Law or otherwise by DBSI or Pershing for any reason. Client may be required to post, deposit or maintain additional collateral at any time. In addition to the rights otherwise set forth in this Agreement, DBSI and Pershing also shall have the right to liquidate any Securities and Other Property held in the Margin Account whenever DBSI or Pershing deems it necessary for its protection. Circumstances that may result in collateral calls or liquidations include, but are not limited to, the failure to promptly meet any call for additional collateral, the filing of a petition in bankruptcy, the appointment of a receiver by or against Client, or the attachment or levy against any account with DBSI in which Client has an interest.