

BANC OF AMERICA SECURITIES LLC ACCOUNT AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which Banc of America Securities LLC (BAS) will maintain my Account for purchases and sales of Securities and Other Property (as defined below). I understand that, if my Account is a cash account, the provisions of paragraphs 24 & 25 are not binding upon me unless I enter into a margin transaction, and if my Account is a commodities account, the provisions of paragraph 16 shall not be applicable.

I agree to notify BAS promptly in writing of any change in information that I supplied when opening my Account including, but not limited to, change of address, change in investment objectives, and change in financial circumstances. Among other things, I represent that, except as disclosed to BAS in writing, neither I nor any member of my immediate family is (1) a director, 10% beneficial owner, policy making officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933, as amended) of a publicly-traded company or (2) affiliated with or employed by a securities exchange or corporation of which an exchange controls the majority of the capital stock, or a securities broker or dealer, or any bank, thrift institution, trust company, insurance company, investment fund, including a registered investment company, or any corporation, firm or individual engaged in the business of dealing as broker or principal in securities, bills of exchange, acceptances or other forms of commercial paper. If I or a member of my immediate family become so employed, I shall notify BAS promptly in writing. I represent that I am of the age of majority according to the laws of my state of residence. I represent that no one other than me (and to the extent community property stands in my Account, my spouse) and any other persons signing this Agreement has an interest in my Account.

- 1. TRANSACTIONS WITH AND BY AFFILIATES.** Certain securities and other assets including, but not limited to, municipal, government and money market securities purchased or sold by me through BAS, may be purchased from or sold to an affiliate of BAS which may act as underwriter, broker, dealer or placement agent for such securities and assets. BAS' bank or thrift affiliates may be lenders to issuers of securities that BAS underwrites, in which case the proceeds of offerings underwritten by BAS may be used for repayment of such loans. Please refer to the disclosure documents relating to the securities for additional information.
- 2. SIPC COVERAGE.** BAS is a member of the Securities Investor Protection Corporation (SIPC) through which customer accounts are protected in the event of the firm's insolvency up to \$500,000, including a maximum of \$100,000 for free cash balances. In addition, securities and cash in your Account are protected up to the value of your Account's total net equity. The term "net equity" means the value of the securities and cash BAS owes you less any amount you owe BAS at the time a liquidation proceeding is commenced. This additional protection is provided by Travelers Casualty and Surety Company of America and is of the same type and nature as provided by SIPC, but at a higher limit. Neither SIPC nor the additional coverage is the same as or a substitute for FDIC deposit insurance, and they do not protect against declines in the market value of your securities.
- 3. AUTHORIZATION TO OPEN CASH ACCOUNT.** I request that BAS open a Cash Account for me. I appoint BAS as my agent for the purposes of buying and selling securities in my Cash Account. I authorize BAS to open or close my Account, to place and withdraw orders and to take such other actions to protect itself in the event I breach any of my obligations. I understand that BAS may accept orders from me for execution by BAS or others. I acknowledge that BAS reserves the right in its sole discretion to refuse or restrict my orders. If at any time BAS considers it necessary for its protection, it may in its discretion require me to deposit cash or collateral in my Account to assure due performance by me of my open contractual commitments. I authorize BAS to act upon my instructions or those of my attorney-in-fact, designated by me on a form acceptable to BAS, given by telephone or telegraph, orally, or by facsimile transmission or by any electronic service that provides access to BAS and agree that BAS may act upon and shall incur no liability in acting upon any such instructions as reasonably understood by BAS, provided such instructions reasonably appear genuine to BAS. I agree that this Agreement covers any and all transactions heretofore executed for my Account by BAS.
- 4. ORDERS, DELIVERIES AND SETTLEMENTS.** I will not buy any security through my Cash Account unless there are, or by Settlement Date there will be, sufficient funds in my Account to make full cash payment, and I do not contemplate selling such security before making such payment. Deposits will be credited to my Account subject to collection. In giving orders to sell, I agree that all "short" sale orders will be designated as "short" and all "long" sale orders will be designated as "long." I will not sell any security designated as "long" through my Cash Account unless I then own the security and it is either on deposit with BAS or by one (1) day before the Settlement Date can and will be delivered (including any securities received as a result of dividends, splits or similar events) to BAS in good deliverable form, and the placing of such a "long" order shall constitute a representation by me that I will deliver such security to BAS at least one (1) day before the Settlement Date. Unless I specifically instruct otherwise, BAS will treat all orders as market orders to be executed under current market conditions. I understand that when securities can be traded in more than one marketplace, in the absence of my specific instructions, BAS may use its discretion in selecting the markets in which to enter the order. I will not ask BAS to sell control or restricted securities, as defined by the federal securities laws, unless I have disclosed to BAS in writing that such securities are control or restricted securities and unless I am authorized to engage in such a sale under applicable law. In connection with a sale of control or restricted securities, I agree to provide BAS with such notices, information, legal opinions, certifications or other assurances as BAS may request. I understand that BAS may in its sole discretion decline to execute any securities transaction for my Account. If I fail to timely deliver securities sold in good deliverable form or to deposit timely the total purchase price of securities purchased as provided by applicable law BAS may, in its sole discretion and WITH OR

WITHOUT NOTICE OR DEMAND, take such steps as BAS deems appropriate either to complete or to liquidate the transaction, and I shall pay to BAS, UPON DEMAND, all expenses and losses incurred by BAS in connection therewith. Furthermore, BAS will be entitled to retain any gain or profit resulting from its actions after my failure to timely deliver or pay for securities.

If I elect to settle all transactions through my designated transaction account (“transaction account”) with an affiliated bank (Bank), I agree that on Settlement Date BAS may debit my transaction account for payment for securities purchased and credit my transaction account with the proceeds from the sale of securities. I agree to have sufficient funds available in my transaction account on Settlement Date for all securities purchased for my Account. I also agree that on Settlement Date BAS may withdraw securities from my designated safekeeping account (“safekeeping account”) maintained at the Bank to cover the sales of securities made by me through BAS and deposit fully paid for securities I purchase through BAS in my safekeeping account. I hereby authorize the Bank to rely on a copy of this agreement as authority for the Bank to make such transactions.

BAS reserves the right to go directly to the sponsor of any mutual fund or Unit Investment Trust for purchases. I understand that in these instances, the sponsor will confirm directly with me.

BAS reserves the right to not accept limit orders in NASDAQ or over-the-counter securities in which it acts as a market maker.

5. **WRITTEN CONFIRMATION; COMMUNICATIONS.** Confirmations of transactions and statements of my Account shall be conclusive as to me if not objected to by me in writing within five (5) days (or such other period as required by law) after the date on which such confirmations of transactions and statements are received by me from BAS. The absence of my objection shall constitute an acceptance by me of the terms and conditions of such transactions. Communications may be sent to me at the address set forth when I opened my Account or at such other address as I instruct in writing. All communications so sent, whether by mail, telegraph, facsimile transmission, overnight courier, messenger or otherwise, shall be deemed received by me personally, whether actually received or not, as of the earlier of the date they are received by me or the business day following the day they are dispatched to me. I agree to waive all claims resulting from failure to receive such communications.
6. **FEES AND CHARGES.** BAS may charge commissions and other fees for execution of transactions to purchase and sell Securities and Other Property, and I agree to pay such commissions and fees at BAS’ then prevailing rates. I also understand that such commissions and fee rates may be changed from time to time without notice to me and I agree to be bound thereby. I will also pay BAS’ fees for any special services that I request or that are required by law.
7. **INFORMATION DISCLOSURE.** I hereby authorize BAS to disclose information to others and receive information from others, including credit bureaus or other agencies, about me, my Account or my Account transactions (1) if the purpose is to establish or maintain my Account or to complete transactions, (2) in response to government agency or exchange regulations or pursuant to inquiries or court orders or as otherwise provided by law or valid legal process, and (3) in any suit, action or other proceeding in which disclosure is necessary or appropriate in BAS’ judgement to protect its interests. Pursuant to Rule 14b-1 under the Securities Exchange Act of 1934, BAS may disclose my name, address, and securities positions to requesting companies in which I am a shareholder unless I send written objection to BAS.
8. **DEFINITION OF SECURITIES AND OTHER PROPERTY.** Securities and Other Property shall include, but not be limited to, money, instruments, commodities, security entitlements and securities of every kind and nature and all contracts and actions relating thereto and all proceeds therefrom and all dividends and interest thereon, whether for present or future delivery, now or hereafter held, carried or maintained by BAS in or for any of my Accounts, now or hereafter opened, including any Account(s) in which I may have an interest.
9. **SECURITY INTEREST.** I grant BAS a continuing security interest in, lien on, and right of set-off with respect to, all Securities and Other Property now or hereafter held or carried by BAS in my Accounts, including any Securities and Other Property in transit or held by others on behalf of BAS, and in any transaction or safekeeping accounts or money market funds that I have designated for BAS to debit and credit in connection with my Account, and all proceeds of the foregoing, as collateral security for the payment and performance of all my obligations to BAS, now existing or hereafter arising, whether or not such obligations arise under this Agreement or any other agreement between us, together with all expenses of BAS in connection therewith. If I fail to pay or perform any obligation, or if I am in default, BAS shall have, in addition to the rights provided herein or by other applicable law, all the rights and remedies provided to a secured party under the Uniform Commercial Code as then in effect in the State of New York. In enforcing its security interest, lien or right of set-off, BAS, in its sole discretion, may determine which Securities and Other Property are to be bought or sold and the order in which they are to be sold and which contracts are to be closed.
10. **TRANSFER.** BAS shall have the right to transfer Securities and Other Property held by BAS from or to my Account whenever BAS, in its sole and absolute discretion, considers such a transfer necessary for its protection.

11. **IMPARTIAL LOTTERY SYSTEM.** When BAS holds, on my behalf, bonds, options or preferred stock in street name or bearer form which are callable in part, I agree to participate in the impartial lottery allocation system of the called securities in accordance with the rules of the applicable exchange or depositories.
12. **NON-WAIVER; CHANGE OF TERMS.** BAS' failure to insist at any time upon strict compliance with this Agreement or with any of its terms shall not constitute a waiver by BAS of any of its rights hereunder. Except as otherwise provided for herein, no provision of this Agreement shall in any respect be waived or modified. **BAS MAY ADD, DELETE OR AMEND THE TERMS, CONDITIONS AND OTHER PROVISIONS OF THIS AGREEMENT FROM TIME TO TIME BY WRITTEN NOTICE TO ME.** To the extent this Agreement is inconsistent with any other agreement governing my Account or any confirmation of a transaction, this Agreement shall govern.
13. **GOVERNING LAW.** THIS AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (without regard to any principles of conflicts of law) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN.
14. **SEVERABILITY.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body or arbitration tribunal, such invalidity or unenforceability shall attach only to that provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.
15. **LIMITATION ON LIABILITY.** I acknowledge and agree that BAS shall not be liable for any liability, loss, or damage caused directly or indirectly by events beyond the reasonable control of BAS, including, but not limited to government restrictions, lockout, natural disaster (including earthquake), riot or other civil disturbance, exchange or market ruling, suspensions of trading, war, strike, interruption or other failure of transportation, communication, or data processing services, or other conditions beyond its control. **Further, in acting hereunder, I acknowledge and agree that BAS shall not be liable for any loss or other claim of injury with respect to my Account except for its gross negligence or willful misconduct.**
16. **ARBITRATION.** All disputes hereunder will be submitted to arbitration. I am aware that:
 - Arbitration is final and binding on the parties.
 - The parties are waiving their right to seek remedies in court, including the right to jury trial.
 - Pre-arbitration discovery is generally more limited than and different from court proceedings.
 - The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
 - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

ARBITRATION AGREEMENT

Any dispute with respect to my Account shall be subject to and governed by the following ARBITRATION AGREEMENT:

To the extent permitted by law, any controversy arising out of or relating to my Account, my relationship with BAS or this Agreement or the breach thereof shall be submitted to arbitration conducted under the Constitution and Rules of the Board of Governors of the New York Stock Exchange, Inc. or the Code of Arbitration Procedure of the National Association of Securities Dealers ("NASD"). An arbitration must be commenced by service upon the other party or parties of a written demand for arbitration or a written notice of intention to arbitrate, including selection of the arbitration tribunal. If I initiate the demand for arbitration and do not make such election by registered mail addressed to BAS at its main office within five (5) days thereafter, then BAS may make such election on my behalf. If BAS initiates arbitration, it may select the arbitration tribunal. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. This ARBITRATION AGREEMENT does not constitute a waiver of my right to a judicial forum in instances in which such a waiver should be void under the applicable federal or state laws, including the Federal Arbitration Act. The Federal Arbitration Act will apply to any dispute subject to arbitration under this ARBITRATION AGREEMENT, notwithstanding any contrary choice of law provision in this Agreement. I specifically acknowledge and agree that in addition to and without waiver of this binding ARBITRATION AGREEMENT, BAS shall be entitled to provisional remedies, including the remedies of prejudgment writs of attachment, or injunction, available in any court having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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:

- (i) the class certification is denied;
- (ii) the class is decertified; or
- (iii) the customer 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 Account Agreement except to the extent stated herein.

- 17. JOINT ACCOUNTS.** In consideration of BAS opening or maintaining an Account in the names of two or more persons as listed on the Account (“Joint Account Holders”), the Joint Account Holders jointly and severally agree that their obligations on the Account and under the Agreement shall be joint and several and that each of them shall have authority on behalf of the JOINT ACCOUNT to buy, sell and otherwise deal in stocks, bonds, and other investments; to receive on behalf of the JOINT ACCOUNT demands, notices, confirmations, reports, statements of Account and communications of every kind; to receive on behalf of the JOINT ACCOUNT, Securities and Other Property; to make agreements on behalf of the JOINT ACCOUNT relating to any of the foregoing matters, and to terminate or modify same or waive any of the provisions thereof; and generally to deal with BAS on behalf of the JOINT ACCOUNT as fully and completely as if each of them alone were interested in said JOINT ACCOUNT, all without notice to the other Joint Account Holders.

BAS is authorized to follow the instructions of any of the Joint Account Holders in every respect concerning the JOINT ACCOUNT and to make deliveries to any of the Joint Account Holders or upon his/her instructions, of any or all Securities and Other Property in the JOINT ACCOUNT, and to make payments to any of the Joint Account Holders, or upon his/her order, of any or all monies at any time or from time to time in the JOINT ACCOUNT as he/she may order and direct, even if such deliveries and or payments shall be made to him/her personally, and not for the JOINT ACCOUNT. In the event of any such deliveries of Securities or Other Property or payments of monies to any of the Joint Account Holders as aforesaid, BAS shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities and other properties or payment of monies, and BAS shall not be bound to see to the application or disposition of any securities and/or monies so delivered or paid to any of the Joint Account Holders or upon his/her order. The authority hereby conferred shall remain in force until written notice of the revocation addressed to BAS is delivered at its main office. In the event that BAS receives inconsistent instructions from the Joint Account Holders or a court order, BAS may suspend or close the JOINT ACCOUNT by giving written notice to the Joint Account Holders.

Unless otherwise indicated in a written notice received by BAS, it is the express intention of the Joint Account Holders that ownership of the JOINT ACCOUNT be vested in them as joint tenants with rights of survivorship and not as tenants in common or as tenants by the entirety. In the event of the death of either or any of the Joint Account Holders, the entire interest in the JOINT ACCOUNT shall be vested in the survivor or survivors on the same terms and conditions as theretofore held, without in any manner releasing the Joint Account Holders or their estates from the liability provided for in this Agreement. (NOTE: If the parties do not wish to be joint tenants with rights of survivorship, they must obtain from BAS the applicable agreement and execute and deliver that agreement to BAS.)

- 18. APPLICABLE REGULATIONS.** All transactions are subject to the constitution, laws, rules, customs, usages and interpretations of the exchange or market and the clearing house, if any, where executed and to applicable Federal and State laws, and the rules of any government agency or financial industry self-regulatory organization having authority with respect thereto.
- 19. BINDING EFFECT, ASSIGNMENT.** This Agreement and its terms shall be binding upon my heirs, executors, successors, administrators, assigns, committee and conservator (“successors”). In the event of my death, incompetency, or disability, whether or not any successors of my estate and property shall have qualified or been appointed, until BAS has written notice of my death or incompetence BAS may continue to operate as though I were alive and competent and BAS may liquidate my Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon my successors. This Agreement shall inure to the benefit of BAS’ successors and assigns, whether by merger, consolidation or otherwise (and BAS may transfer my Account and this agreement to any such successors and assigns) WITHOUT NOTICE. I may not assign your rights or delegate your duties under this Agreement without BAS’ consent. With prior notice to you, BAS may assign or transfer any or all of its rights and obligations under this Agreement and your Account(s) to any other direct or indirect wholly owned subsidiary of Bank of America Corporation that is registered as a broker-dealer under the Securities Exchange Act of 1934.
- 20. ALL ACCOUNTS. THIS AGREEMENT SHALL COVER MY RELATIONSHIP WITH BAS, INCLUDING INDIVIDUALLY AND COLLECTIVELY ALL ACCOUNTS THAT I MAY OPEN OR REOPEN WITH BAS. CERTAIN ACCOUNTS, SUCH AS MARGIN ACCOUNTS OR OPTIONS ACCOUNTS, ARE SUBJECT TO SEPARATE DOCUMENTATION CONTAINING ADDITIONAL REQUIREMENTS.**
- 21. TERM.** This Agreement shall become effective on its acceptance by BAS. I may close my Account by giving written notice to BAS. BAS may close my Account by giving me written notice. When my Account is closed, BAS will return to me, or follow my instructions for the transfer of, any Securities and Other Property remaining in my Account and will no longer accept orders for transactions after the date of closing subject to my having satisfied all obligations and paid all indebtedness owing to BAS.
- 22. PAYMENT FOR ORDER FLOW POLICY.** BAS’ policy is that it will not accept remuneration for directing orders to particular brokers/dealers or market centers for execution. Notwithstanding this policy, should BAS receive such remuneration on any transaction, appropriate disclosure will be made.
- 23. RECORDING OF TELEPHONE CONVERSATIONS. ANY OF MY TELEPHONE CONVERSATIONS WITH BAS MAY BE RECORDED TO ASSURE ACCURACY. I CONSENT TO SUCH RECORDING.**

- 24. MARGIN IN MARGIN ACCOUNTS (NOT APPLICABLE TO CASH ACCOUNTS).** I hereby agree to maintain such margin in my margin and/or good faith account as BAS may in its discretion require and I agree to pay forthwith on demand any debit balance owing with respect to any such Account, and if not paid this shall be a breach of this Agreement and BAS may take such action as it considers necessary for its protection in accordance with this Agreement. I understand that even if BAS has a policy of giving customers notice of a margin deficiency, BAS is not obligated to request additional margin from me, and there may be circumstances where BAS will liquidate securities and/or other property in my Account without notice to me. I understand I will be charged interest on my debit balance which if not paid at the close of interest period will be added to the opening balance for the next interest period. Consult the attached Truth-In-Lending disclosure statement for an outline of BAS' interest policies.
- 25. CONSENT TO LOAN OR PLEDGE SECURITIES AND OTHER PROPERTY (NOT APPLICABLE TO CASH ACCOUNTS).** I hereby authorize BAS to lend either to itself or to others any Securities and Other Property held by BAS in my margin and/or good faith Account and to carry all such property in its general loans and such property may be pledged, repledged, hypothecated or rehypothecated, without notice to me, either separately or in common with other such property for any amounts due to BAS thereon or for a greater sum, and BAS shall have no obligation to retain a like amount of similar property in its possession and control. BY SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT THE SECURITIES AND OTHER PROPERTY IN MY MARGIN ACCOUNT MAY BE LOANED TO BAS OR LOANED OUT TO OTHERS AND THAT I HAVE RECEIVED AND/OR REVIEWED A COPY OF THIS AGREEMENT.
- 26. RECEIPT OF TRUTH-IN-LENDING.** I hereby acknowledge receipt and review of the attached Truth-In-Lending disclosure statement. I understand that interest will be charged on any debit balances in accordance with the methods described in that statement or in any amendment or revision thereto that may be provided to me. It is understood and agreed that the interest charge made to my Account at the close of one charge period will be compounded, unless paid; that is, the unpaid interest charge for previous periods will be added to the opening balance for the next charge period, thereby becoming part of the principal amount due bearing like interest.
- 27. CLEARANCE ACCOUNTS.** If BAS carries my Account as clearing broker by arrangement with another broker through whose courtesy my Account has been introduced, then unless BAS receives from me a written notice to the contrary, BAS shall accept from such other broker, without any inquiry or investigation by BAS, (i) orders for purchase and sale of Securities and Other Property on margin or otherwise, and (ii) any other instructions concerning said Account. I understand BAS shall have no responsibility or liability to me for any acts or omissions of such other broker, its officers, employees or agents.
- 28. NOTICES AND REDEMPTIONS.** Notice or other communications, including margin calls, delivered or mailed to the address given when opening my Account, until BAS has received notice in writing of a different address, shall be deemed to have been personally delivered to me.

I understand that equity securities, fixed income securities, mutual fund shares and other securities:

- Are NOT insured by the FDIC or any other government entity;
- Are NOT deposits or other obligations of, or guaranteed by Bank of America Corporation or any of its affiliates (unless explicitly stated otherwise);
- Are subject to investment risks, including possible loss of the principal amount invested.

I certify that I have read, understand and agree specifically to the terms set forth in this Agreement including, but not limited to, the Arbitration Agreement which can be found on page 3 item 16.

x	x
Typed or Printed Name of Investor	Typed or Printed Name of Joint Investor

x	Date	x	Date
Signature of Investor	Date	Signature of Joint Investor	Date