

## Client Margin Agreement Supplement

This Client Margin Agreement Supplement ("Margin Agreement") supplements and is part of Client's Client Relationship Agreement ("Client Relationship Agreement" or "Agreement") with Robert W. Baird & Co. Incorporated ("Baird"). Capitalized terms used but not defined herein shall have their respective meanings ascribed to them in the Client Relationship Agreement.

In consideration of Baird opening or maintaining a Margin Account for Client, Client agrees to comply with the following terms and conditions as well as any additional terms and conditions communicated to Client by Baird from time to time:

### 1. Client Acknowledgement

Client acknowledges by applying for a Margin Account, that Client has carefully considered all of the factors set forth in this Margin Agreement, the *Margin Risks Disclosure Statement*, which is attached hereto, and the Client Relationship Agreement and agrees that the use of margin borrowing is suitable for Client given Client's financial condition, tolerance for risk and investment objectives. Client acknowledges that borrowing on margin involves a high degree of risk. Client should discuss the use of margin with Client's Baird Financial Advisor before engaging in margin transactions.

### 2. Other Agreements

In addition to the terms and conditions stated in this Margin Agreement, Client acknowledges and agrees that Client's Margin Account will be subject to the terms and conditions of all other agreements entered into between Baird and Client relating to the purchase and sale of securities including but not limited to the Client Relationship Agreement or any successor agreement, except to the extent that such other agreements are contrary to or inconsistent with this Margin Agreement. Those agreements are incorporated herein by reference as a part of this Margin Agreement.

Client hereby represents, warrants and agrees Client has received and read a copy of the Client Relationship Agreement, this Margin Agreement and the Margin Disclosure Statement and shall abide by the terms of each as currently in effect or as they may be amended from time to time. For the avoidance of doubt, all provisions of the Agreement not in conflict with the provisions contained herein shall apply to Client's Margin Account. Client specifically acknowledges and agrees that the provisions of the Agreement related to securities transactions and settlement, payment of indebtedness, limitation of Baird's liability to Client, provisions applicable to joint accounts, sales by Client, the delivery of securities, cancellation of orders, confirmations and statements, and information regarding Securities Investor Protection Corporation or "SIPC" protection shall apply to Client's Margin Account.

### 3. Margin Transactions

Margin transactions involve the extension of credit by Baird to Client. Upon Client's request and subject to the terms and conditions stated herein, Baird may agree to lend funds to Client. The assets held in Client's Margin Account constitute collateral for the loan to Client. Baird may borrow money to lend Client and pledge securities as collateral for such loans and may receive compensation in connection

with such loans. In consideration of the foregoing, Client acknowledges and agrees as follows:

#### (a) *Loan or Pledge of Securities and Other Property*

Client hereby authorizes Baird (without notice to Client) to lend either to itself or to others any securities or other property held by Baird in Client's Margin Account and to carry such property in its general loans. Such securities or other property may be pledged, repledged, hypothecated, or rehypothecated either separately or together with securities or other property of other Baird Clients for any amounts due to Baird thereon or for a greater sum. Client agrees that Baird shall have no obligation to retain a like amount of similar property in Baird's possession or control.

#### (b) *Interest*

As further described herein, Baird will charge interest on outstanding loan amounts and other debit balances in Client's Margin Account. Interest will be charged in accordance with Baird's established custom, as disclosed to Client pursuant to the provisions of Rule 10b-16 of the Exchange Act.

#### (c) *Liquidation and Covering Positions*

Client understands that Baird shall endeavor, but shall not be obligated to, provide Client with notice of a margin deficiency. As such, Baird may, but shall not be obligated to request additional collateral from Client if Client's Margin Account falls below minimum maintenance requirements. Baird may liquidate securities or other property in Client's Margin Account without notice to Client to ensure that minimum maintenance requirements are satisfied.

Client acknowledges and agrees that Baird may in Baird's sole discretion whenever Baird considers it necessary for Baird's protection, require Client to post additional collateral to the Margin Account or effect the liquidation of any securities and other property in the Margin Account. Situations in which Baird may exercise this right include but shall not be limited to: (i) the failure of Client to promptly meet any call for additional collateral; (ii) the filing of a petition in bankruptcy by or against Client; (iii) the appointment of a receiver is filed by or against Client; (iv) an attachment is levied against any account or Margin Account of Client or any Baird account in which Client has an interest; or (v) upon Client's death. Baird is authorized to sell any and all securities and other property in any Client account, whether carried individually or jointly with others, to buy all securities or other property that may be short in such account(s), to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by Client. Any such sales or purchases may be made in Baird's sole discretion, on any exchange or in any market where such business is usually transacted, or at public auction or private sale. In such an event, Baird may be the purchaser for Baird's own accounts. A prior demand, or call, or prior notice, of the time and place of such sale or purchase, shall not be considered a waiver of Baird's right to sell or buy without demand or notice as herein provided.

#### 4. Margin and Maintenance Calls

Client agrees to maintain adequate positions and margins, as required by all applicable statutes, rules, regulations, procedures and customs, or as Baird deems necessary or advisable in all Client's Margin Accounts. Client agrees to promptly satisfy all margin and maintenance calls.

#### 5. Margin Interest

##### (a) General Information Regarding Interest Charges

Clients carrying a Margin Account with Baird will be charged interest on credit extended by Baird for the purpose of making transactions in securities or for any other purpose. Information concerning interest computations and charges will be disclosed to clients in their account statements. The annual rate of interest charged on outstanding debit balances, including loans extended by Baird to Client, is equal to the "Base Rate" (as defined below) plus or minus a "Specified Percentage" (as defined below). The "Base Rate" will be determined by Baird by reference to a number of factors, which may include commercially recognized interest rates (such as the broker call rate, the prime rate, the Federal funds or any successor rates), Baird's cost of capital, industry conditions relating to extension of margin credit, and general market and competitive considerations. Baird may change the Base Rate at any time without prior notice to Client in the event of a change in any of the foregoing factors. The current Base Rate is posted on Baird's website at [www.rwbaird.com/loanrates](http://www.rwbaird.com/loanrates). A change in the Base Rate will generally be reflected in the daily interest that is charged to Client's Margin Account beginning on the first business day following the change and will be disclosed on Client's account statement. The "Specified Percentage" applied to adjust the Base Rate to determine the annual rate of interest on the outstanding debit balance in each of Client's Margin Accounts is set by Baird each month based on both the highest debit balance in any of the Margin Accounts among Client's Baird Household Accounts (as defined below) and the aggregate net value of Client's Baird Household Accounts (after subtracting the aggregate outstanding debit balances across those accounts) as of the end of the previous month. As used herein, the term "Household Accounts" means Client's individual and joint accounts and accounts related to Client that share the same address and, at Client's request, are consolidated for statement mailing purposes.

##### (b) Specified Percentages

The following table shows the Specified Percentages based on various ranges of debit balances and Household Account values. The applicable interest rate charged on Client's outstanding debit balance in each of Client's Margin Accounts is calculated by adding the Specified Percentage to the Base Rate (please note that when the Specified Percentage is negative, the applicable interest rate will be less than the Base Rate).

HIGHEST DEBIT BALANCE	HOUSEHOLD ACCOUNT VALUE (AFTER NETTING AGGREGATE DEBIT BALANCES)			
	\$0 TO \$249,999	\$250,000 TO \$999,999	\$1,000,000 TO \$1,999,999	\$2,000,000 AND ABOVE
\$0 TO \$19,999	2.750%	2.125%	1.375%	0.750%

HIGHEST DEBIT BALANCE	HOUSEHOLD ACCOUNT VALUE (AFTER NETTING AGGREGATE DEBIT BALANCES)			
	\$0 TO \$249,999	\$250,000 TO \$999,999	\$1,000,000 TO \$1,999,999	\$2,000,000 AND ABOVE
\$20,000 TO \$49,999	2.250%	1.625%	1.000%	0.625%
\$50,000 TO \$99,999	1.625%	1.125%	0.625%	0.250%
\$100,000 TO \$249,999	1.000%	0.625%	0.250%	0.125%
\$250,000 TO \$499,999	N/A	0.375%	0.125%	-0.125%
\$500,000 TO \$999,999	N/A	0.125%	-0.125%	-0.375%
\$1,000,000 TO \$1,999,999	N/A	N/A	-0.375%	-0.625%
\$2,000,000 AND ABOVE	N/A	N/A	N/A	-0.750%

As an example, if Client has four Baird Household Accounts with values of \$800,000, \$500,000, \$100,000 and \$25,000 (for a total of \$1,425,000), and two of those accounts are Margin Accounts with outstanding debit balances of \$400,000 and \$150,000 (for a total of \$550,000), the net Household Account Value after subtracting the aggregate outstanding debit balances is \$875,000, and the highest debit balance is \$400,000. Thus, applying the table above, the Specified Percentage for the two Margin Accounts would be 0.375%.

##### (c) Changes to Base Rate

Baird may change the Base Rate at any time without having to provide written notice to the Client. However, when Baird changes the Specified Percentage table, Client will be given prior written notice; provided, however, that if a change in terms or conditions results in a lower rate of interest to Client, written notice may be given within a reasonable time after the effective date of the change. No notice is given for changes to the Base Rate or to the interest rate charged to Client due to fluctuations in the aggregate debit balance or value of Client's Household Accounts. Client may obtain current interest rate information is available on [www.rwbaird.com/loanrates](http://www.rwbaird.com/loanrates) or by contacting Client's Baird Financial Advisor.

##### (d) Method of Computing Interest

Interest will be computed and charged separately for each Margin Account maintained at Baird, as described below. Interest is charged on a daily basis for those days on which a Margin Account carries a net debit balance. The daily interest charge is equal to the net debit balance on that day multiplied by the applicable interest rate and divided by 360. Daily interest charges are accumulated into a monthly total, and the monthly total is charged to the Margin Account on the third to last business day of each calendar month. Baird's margin interest period runs from the second to last business day of the prior month's statement period through the third to last business day of the current month's statement period. The daily net debit balance includes

any credit and debit balances in Client's cash and Margin Accounts during the period. The total interest for a Margin Account during a particular interest period is computed by totaling the daily interest charges for that period. Client's account statements will show the average daily net debit balances, the number of days in which those balances were outstanding, the interest rates charged during the period and the amount of interest charged.

**(e) Short Sales and "Marking to the Market"**

When Client sells a security short, the interest charged to Client will be computed daily based upon the market value of the securities sold short by Client and adjusted or "marked to market" daily by Baird. For example, when a security sold short by Client increases in market value, the interest that may be charged to Client will increase. Conversely, when a security sold short by Client declines in market value, the interest that may be charged to Client will decrease. Calculations for marking to the market will be made each business day.

**(f) Additional Collateral**

Baird may require Client to deposit additional collateral in the form of cash or securities in accordance with rules and regulations promulgated by the SEC, the Board of Governors of the Federal Reserve System, the New York Stock Exchange, or any other regulatory agency, to whose jurisdiction Baird may be subject. In addition, Baird may, in Baird's sole discretion, require Client to deposit additional collateral in the form of cash or securities when it determines that such additional collateral is needed as security for Client's obligations to Baird.

**6. Credit Investigation**

In consideration of Baird's agreement to open Client's Margin Account, Client authorizes Baird to inquire from any source, including a consumer reporting agency, as to Client's creditworthiness and ongoing eligibility for the Margin Account including, without limitation, Client's business conduct, at any time, throughout the life of the Margin Account, and thereafter for debt collection or investigative purposes. If such an investigation is conducted, Client understands Client has the right to make a written request, within a reasonable period of time, for a complete and accurate disclosure of the nature and scope of such investigation.

**7. Conflicts of Interest and Client Use of Margin**

Client understands, acknowledges and agrees that: (a) because Client will pay interest to Baird on the outstanding balance of Client's margin loan, Baird has an incentive to recommend that Client use Margin; (b) Baird and Baird Financial Advisors also have an incentive to recommend that Client use Margin to buy securities, because a margin loan allows Client to make larger securities purchases and retain assets in Client's Accounts instead of liquidating securities to fund a cash need, which increases the potential transaction-based fees, asset-based fees, and trail fees Baird earns on Client's Accounts; and (c) because the interest Baird receives and any asset-based fees Baird earns on Client's Margin Account increases as the amount of Client's margin loan increases, Baird and Client's Baird Financial Advisor also have an incentive to recommend that Client continue to maintain Client's margin loan balance with Baird at high levels.

**8. Successors**

Client hereby agrees that this Agreement and all the terms thereof shall be binding upon Client's heirs, executors, administrators, personal representatives and assigns. This Agreement shall inure to the benefit of Baird's present organization and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever.

**9. Governing Law**

This Agreement shall be deemed to have been made in the State of Wisconsin and shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Wisconsin without regard to conflicts of laws principles; provided that nothing herein shall be construed in any manner inconsistent with ERISA (if applicable) or any rule or regulation of the SEC or a self-regulatory organization of which Baird is a member.

**10. Severability**

If any provision of the Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of the Agreement.

**11. Amendment**

Except to the extent prohibited by applicable law, Client understands, acknowledges and agrees that Baird may from time to time update, change, or amend, in its sole discretion, this Margin Agreement (each such update, change or amendment, an "Amendment"). Each such Amendment shall become effective immediately upon delivery to Client of a notice of such Amendment or at such later date specified in the notice. Client hereby consents to the delivery of any such notice by United States Mail, courier, or any method of electronic delivery described in this Margin Agreement or the Client Relationship Agreement. Client understands, acknowledges and agrees that Client's continued use of Baird's services under this Margin Agreement following any such notice constitutes Client's consent, acceptance and agreement to the applicable Amendment, and that if Client does not wish to agree to an Amendment, Client may close the Margin Account. Except as specifically permitted in this Margin Agreement, no provision herein can be, nor deemed to be, waived, altered, modified or amended unless agreed to in writing and signed by Baird. Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor shall be deemed to be, waived, altered, modified or amended unless such is agreed to in writing signed by Baird.

**12. Headings**

The headings of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

## Margin Risks Disclosure Statement

Before trading stocks in a margin account you should carefully review the margin agreement which you signed when you established the margin account. Please consult your Baird Financial Advisor regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from Baird. If you choose to borrow funds from Baird, you will open a margin account. The securities in the margin account are Baird's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan. And, as a result, Baird can take action, such as issue a margin call and sell securities in your account in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

***You can lose more funds than you deposit in your margin account.***

A decline in the value of securities that are purchased on margin may require you to provide additional funds to Baird to avoid the forced sale of those securities or other securities in your account.

***Baird can force the sale of securities in your account.***

If the equity in your account falls below the maintenance margin requirements under the law, or Baird's higher "house" requirements, Baird can sell the securities in your account to cover the margin deficiency. You will be responsible for any shortfall in the account after such a sale.

***Baird can sell your securities without contacting you.***

Some investors mistakenly believe that Baird must contact them for a margin call to be valid, and that Baird cannot liquidate securities in their accounts to meet the call unless Baird has contacted them first. This is not the case. Baird will attempt to notify their customers of margin calls, but is not required to do so. However, even if Baird has contacted you and provided a specific date by which you can meet a margin call, Baird can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to you.

***You are not entitled to choose which security in your margin account is liquidated or sold to meet a margin call.***

Because the securities are collateral for the margin loan, Baird has the right to decide which security to sell in order to protect its interests.

***Baird can increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice.***

These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Baird to liquidate or sell securities in your account. In addition, Baird may refuse to accept certain securities as collateral in a margin account and may increase margin requirements on certain volatile, illiquid or highly concentrated securities.

***You are not entitled to an extension of time on a margin call.***

While an extension of time to meet margin requirements may be available to clients under certain conditions, you do not have a right to the extension.

***You may lose shareholder proxy voting rights if your shares are lent out by Baird during a voting period.***

When you maintain a margin account debit balance at Baird, the securities used as collateral for the margin loan may be lent by Baird to other brokerage firms or institutions for various reasons. If your shares are lent out, the right for you to vote on the shares is granted to the borrower of the shares. As a result, you may not be able to vote on shares held as collateral in your margin account.

***You may receive payments-in-lieu of dividends (potentially taxed at a higher rate) where your shares are lent out over the dividend record date.***

Substitute payments in lieu of dividends may be generated where a security has been used as collateral in your margin account over a dividend record date. If you maintain a margin account debit balance, securities in the account are often eligible to be lent to another brokerage firm or institution. In the event your margined shares are lent over a record date, you may receive a substitute payment equivalent to the amount of the dividend but taxable at ordinary income tax rates, which may be much higher than the tax rate on qualified dividends. In the event fewer shares are lent out from margin accounts than are eligible to be lent by Baird, a random selection process is used to determine which accounts will receive the substitute payments instead of the dividend. You should review the taxability of payments-in-lieu of dividends with your tax advisor.