

Important Information About Your Davenport Account

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**This duplicate notice is being furnished to you for your records. Please maintain in your files. This notice was originally furnished to you at account opening on the reverse of the customer agreement you signed. Please note all provisions described here may not apply. A duplicate copy of any of your documents is available upon request. Please contact your Investment Executive with any questions.*

DAVENPORT & COMPANY
SINCE 1863

Trade Commissions

Most brokerage transactions incur a commission charge. Commissions are calculated on a sliding scale which considers both the number of shares traded and the share value. Contact your Investment Executive for more information. A schedule is available upon request from your Investment Executive.

Fee Schedule for Individual Services

As the trusted representative of your investment needs, Davenport endeavors to set prices for client requested services in a fair and competitive manner. Generally, Davenport sets its commissions and fees in a way that adequately represents the cost of our work on your behalf; however, there are requests that cause the Firm to incur additional charges. The majority of services below represent instances where Davenport is assessed an additional fee by a third party. This list is a representation of individual charges but is not a comprehensive summary of all services and fees. Fees may be negotiated under certain limited circumstances. The firm reserves the right to charge reasonable and customary fees for the production of certain documents and/or analysis that are requested. A good faith estimate will be made prior to production upon request. Please consult with your Investment Executive.

Source Account & Source Plus Account Charges

Source Checks (Original Order 200 checks & 50 investment slips)	No Charge
Source Checks - Reorder (200)*	\$ 15
Source Checks with Duplicates (50)*	Special Request
Business Style Source Checks with Binder	Special Request
Expedited Source Checks	\$ 40
Insufficient Funds/Returned Checks	\$ 25
Stop Payment*	\$ 25
Account Activity Access	No Charge
PC Bill Pay (per month)*	\$5.95
Visa® Platinum Check Debit Card (Optional)	\$ 20 Annual Fee
Visa® Platinum Rewards Credit Card	No Charge
Account Annual Fees (traditionally waived)	\$ 100

*These services are free for qualified Source Plus Clients. Source Plus Clients also enjoy rebated ATM charges for the 1st three withdrawals each month.

PC Bill Pay monthly fees are waived for one year for newly activated Source Plus clients.

Electronic Funds Transfer & Check Charges

Automated Transfer (ACH)	No Charge
Stop Payment	\$ 25
Insufficient Funds/Returned Checks	\$ 25
Domestic Wire	\$ 20
International Wire ¹	\$ 50

Retirement Account Processing

Annual Custodial Fee—IRAs (traditionally waived)	\$ 35
Annual Prototype Document Fee—Qualified Plan	\$ 250
Annual Coverdell ESA Custodial Fee	\$ 100
Premature Distribution Fee	\$ 25
Set-Up Fee—Prototype Document—Qualified Plan	\$ 200
Termination Fee	\$ 95

Other Fees

Annual Private Placement Custodial Fee ²	\$ 125
Private Placement Processing Fee	\$ 125
Restricted Stock ³	\$ 75
Coupon Clipping/Processing	\$ 25
Deposit Rejection—Certificate	\$ 125
Courtesy Transfer of Securities ⁴ (Broker to Broker)	\$ 25
Limited Partnership Transfer	\$ 75
Prepayment Fee ⁵	\$ 25
Extensions of Time on Settlement	\$ 10
Full Account Transfer Fee	\$ 95
Partial Account Transfer Fee	\$ 50
Date of Death Estate Valuation Analysis (per marketable security)	\$ 2
Stock Option Exercise Fee ⁶	\$ 50
Transfer on Death, Distribution Fee (per recipient) ¹⁰	\$ 200
Copies of Cleared Checks/Extended Research (per hour)	\$ 25
Reorganization Processing (per Company) ⁷	\$ 90
Redemption Deposits (per Certificate) ⁷	\$ 35
Certificate Registration ⁷	\$ 185
ADR Depository Service Fee ⁷	Pass thru from Custodian
Outgoing Request Book Entry Registration ^{7,8}	\$ 10
Foreign Security Deposit	\$ 100
Incoming Request for DRS Shares ^{7,9}	\$ 50
Deposit/Withdrawal at Custodian (DWAC) Transaction ⁷	\$ 50

Approximate Mail/Postage Fees (each way)

Registered & Certified Mail	\$ 10
Overnight Mail-Domestic	\$ 25
Overnight Mail with Saturday Delivery	\$ 40
Overnight Mail-International	\$ 50

¹ If an International Wire is routed through an intermediary bank, an additional service fee may be assessed by the intermediary bank reducing the dollar amount sent. This is in addition to the International Wire Fee.

² Per security (not account)

³ The fee is based on the actual agent's fee. There is a \$75 minimum charge. If there is a legal opinion fee, it will be charged to the client in addition to the \$75.

⁴ This fee will be waived for transfers to charitable organizations only.

⁵ Fee is based on actual interest on prepaid balance amount. There is a \$25 minimum charge.

⁶ The fee is based on actual interest on loan balance. There is a \$50 minimum charge

⁷ The fee is based on the actual agent's or custodian's fee. The amount listed is the minimum charge.

⁸ Shares will be held at the agent in client name.

⁹ Shares being deposited into a Davenport Account.

¹⁰ Waived in certain instances; contact your Investment Executive.

Account Protection

All accounts carried by Davenport & Company LLC are protected by the Securities Investor Protection Corporation (SIPC) up to \$500,000 per eligible account, subject to a \$250,000 limit on cash balances pending investment. For more information please refer to www.sipc.org.

General Account Types

Basic Account

A Davenport & Company LLC (“Davenport”) basic brokerage account provides a record of your assets including quarterly statements, trade confirmations, and when applicable, tax reports such as 1099 forms. Please consult your Investment Executive for more information.

Margin Account

Depending on your needs and suitability, you can use the power of eligible marginable securities in your basic brokerage account to borrow funds for additional investments. Interest charges apply. Consult your Davenport Investment Executive for current rates.

Basic Account with Source or Source Plus Account

You may add check writing and a Visa® Platinum Rewards Credit Card or Visa® Check (Debit) Card to a Davenport Source or Source Plus Account. This cash management program includes automatic payments, online account access and services, as well as a year-end annual summary statement of transactions organized by expense codes. With a Davenport Source or Source Plus account, you may choose one, two or all three services. There is an annual fee of \$20 for the check (debit) card. Davenport currently waives the \$100 annual fee for Source and Source Plus accounts. Davenport may waive the annual fee at its discretion. For more information, ask your Investment Executive for a Source and Source Plus Account brochure.

Investment Objective / Risk Tolerance

These definitions are subject to change. Please keep your Investment Executive informed of your current Investment Objective.

Conservative Income

Objectives are income and/or preservation of capital. Investments will primarily include investment grade fixed income securities and/or dividend paying stocks of established companies.

Aggressive Growth or Income

Objectives may be income, growth or a combination of income & growth while assuming a higher degree of risk. Investments may be in equities of small capitalization, international, and emerging or high growth companies. A small percentage of the account may include non-investment grade fixed income securities.

Moderate Income or Growth

Objectives may be income, growth, or a combination of income & growth while assuming a moderate degree of risk. Investments will primarily include investment grade fixed income securities and/or securities of large well-known companies.

Speculative/Trading

Objectives are speculative in nature. Investments may include a high percentage of lower rated, higher risk securities. High risk investment strategies and short term trading are acceptable.

Account Protection

Securities Investor Protection Corporation

All accounts carried by Davenport are protected by the Securities Investor Protection Corporation (SIPC) up to \$500,000 per eligible account, subject to a \$250,000 limit on cash balances pending investment. SIPC account protection is designed to protect the investor from failure of the brokerage firm, not from poor performance or failed investments. SIPC does not cover fluctuations of market value of an investor's securities. We encourage clients to visit the SIPC website at <http://www.sipc.org> for more complete and helpful information.

Fidelity Bond Coverage

Davenport maintains blanket fidelity bond coverage in excess of the minimum requirements imposed by the Financial Industry Regulatory Authority (FINRA). Davenport's coverage is \$50 million in total and \$25 million per incident. Our fidelity bond coverage provides that the insurance company will pay the insured business or individual for money or other property lost because of dishonest acts of its bonded employees. The bond covers all dishonest acts, such as larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, or willful misapplication, whether employees act alone or as a team.

Summary

Davenport is fully committed to protecting the securities our clients entrust to us. Rigorous adherence to regulatory procedures, checks and balances, SIPC insurance coverage, blanket fidelity bond coverage, and a conservative, well-capitalized balance sheet all work together to ensure the utmost protection of our clients' assets. Should you have any questions or comments, please contact your Investment Executive.

Business Continuity Plan

Davenport maintains a Business Continuity Plan ("BCP"), which documents procedures to assess and respond to a business disruption. The BCP accounts for a variety of interruptions including those that could solely affect Davenport, or a building, business district, city or region in which Davenport conducts business. The BCP provides that the Business Continuity Response Team ("BCRT") assess the severity of any disruption and activate Recovery Team members and procedures accordingly.

Davenport maintains a back-up data and communications facility that is geographically separated from our primary facility. Should there be a disruption to our primary facility or business district, Davenport can relocate critical personnel to the back-up facility to maintain communication with clients and provide prompt access to cash and securities. Further, each branch office has been assigned primary and secondary back-up branches where employees can report to conduct business during an interruption. If a business disruption occurs, Davenport intends to continue to conduct business and minimize the recovery time necessary to resume normal operations. In the unlikely event the BCRT determines that Davenport is unable to continue business following a significant disaster, the BCRT would implement procedures to ensure clients prompt access to funds and securities.

Modifications to the BCP will be made based on circumstances and needs. Any revisions to this disclosure will be included on our website, (<http://www.investdavenport.com>). Alternatively, clients may request a copy of the most recent disclosure by mail. In the event that Davenport must implement the BCP, clients may contact us at 1-800-913-4685. Information will also be provided on our website (<http://www.investdavenport.com>).

USA Patriot Act

The USA Patriot Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes anti-money laundering requirements on brokerage firms and requires us to have a comprehensive anti-money laundering program, which includes a customer identification component.

As part of our required program, we may ask you to provide various identification documents or other information to verify your identity. These documents may include government issued ID's and, if applicable, government issued corporate paperwork. If you decline to provide such documents, Davenport may not be able to conduct securities business with you and may be forced to terminate its relationship by closing such accounts or by refusing to transact securities business. To aid in our identification process, Davenport has contracted with a third party vendor to assist with our Customer Identification Program. If applicable, certain relevant information regarding your account may be passed to such third party to verify your identity and help Davenport comply with the USA PATRIOT ACT.

Relationships with Third Parties

Like many securities firms, Davenport may receive payment from third parties whose products we distribute, including mutual fund companies, money market funds and insurance companies. Payments from mutual fund companies, money market fund, and insurance companies may include sales loads, rule 12b-1 fees, sub-transfer agent fees for maintaining customer account information and providing other administrative services for the mutual funds, shareholder account fees and networking fees and reimbursements for education, marketing support and training related expenses. In addition, Davenport has entered into a "revenue sharing" arrangement with the advisor and distributor of the money market funds used for cash management services. Davenport believes that all payments are in accordance with industry rules and regulations currently in effect. The maximum aggregate payment that Davenport receives for money market funds (including an investment advisor or distributor thereof) ranges up to 0.88% annually, depending on fund type and share class. Please contact your Investment Executive if you have any questions regarding such relationships, payments or the extent to which your Investment Executive benefits from these arrangements. You should also refer to the prospectuses and Statements of Additional Information of the mutual funds, money market funds, and insurance products in which you invest for further information regarding such payments.

Investor Brochure

An investor brochure is available from FINRA that describes its Broker Check Program (formerly the Public Disclosure Program). The brochure may be obtained by calling FINRA at (800) 289-9999. You may also visit the FINRA website at www.finra.org.

Important Disclosures

Client Account Agreement

In consideration for Davenport & Company (herein after "Davenport", "us", "we", or "our") opening or maintaining one or more of my accounts (the "Accounts") (whether designated by name, number or otherwise) and Davenport agreeing to act as my broker in the purchase or sale of securities or other property, I agree to the terms and conditions of this Agreement (the "Agreement"). For purposes of this Agreement, "securities or other property" means, but is not limited to, money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of paragraph 15 herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any of my accounts now or hereafter opened.

For purposes of this Agreement, "securities or other property" means, but is not limited to, money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of paragraph 15 herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any of my accounts now or hereafter opened.

1. All transactions in my account shall be subject to the constitution, rules, regulations, customs and usages of the exchange, market or place, and its clearing house, if any, where the transactions are executed by you or your agents. Where applicable, the transactions shall be subject to the provisions of the Securities Exchange Act of 1934, the Commodities Exchange Act, and present and future acts amendatory thereof and supplementary thereto, and the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and of the Commodities Futures Trading Commission.

2. Whenever any statute shall be enacted that shall affect in any manner or be inconsistent with any of the provisions hereof, or whenever any rule or regulation shall be prescribed or promulgated by The New York Stock Exchange or other national securities exchange, the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System, the Financial Industry Regulatory Authority, Inc. or the Commodities Futures Trading Commission that shall affect in any manner or be inconsistent with any of the provisions hereof, the provisions of this Agreement so affected shall be deemed modified or superseded, as the case may be, by such statute, rule or regulation, and all other provisions of this agreement and the provisions as so modified or superseded, shall in all respects continue and be in full force and effect.

3. Except as herein or otherwise expressly provided, no provision of this agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed to writing and signed by a duly authorized officer of your organization. Your failure to insist at any time upon strict compliance with this agreement or with any of its terms or any continued course of conduct on your part shall in no event constitute or be considered a waiver by you of any of your rights or privileges.

4. All securities or other property that you may at any time be carrying for me or that may at any time be in your possession for any purpose shall be subject to a general lien for the discharge of all my obligations to you, whether or not you have made advances in connection with such securities or other property, and irrespective of the number of accounts I may have with you or whether such

accounts are designated as general or special accounts. I agree that I will withdraw the funds represented by any credits to my account(s) upon deciding that I do not wish to invest or reinvest such funds within a reasonable period of time.

5. Debit balances in my accounts, prepayments at my request, short positions and post-settlement payments in cash accounts shall be charged with interest, in accordance with your usual custom as set forth in your Statement of Credit Charges, which is available upon written request, and with any increases in rates caused by money market conditions and such other charges as you may make to cover your facilities and extra services.

6. I agree, at any time upon your demand, to discharge my obligations to you with respect to any of my accounts, or, in the event of a closing of any of my accounts in whole or in part, to pay you the deficiency, if any, and no oral agreement or instructions to the contrary shall be recognized or enforceable.

7. In the case of the sale of any security or other property by you at my direction and your inability to deliver the same to the purchaser by reason of my failure to supply you therewith, then and in such event, I authorize you to borrow any security or other property necessary to make delivery thereof, and I hereby agree to be responsible for any loss that you may sustain thereby and any premiums that you may be required to pay thereon, and for any loss that you may sustain by reason of your inability to borrow the security or other property sold.

8. All transactions in any of my accounts are to be paid for or required margin deposited no later than 2 p.m. eastern time on the settlement date. At any time and from time to time, in your discretion, you may without notice to me apply or transfer any or all of my monies, securities or other property interchangeably between any of my accounts (other than from commodity accounts regulated under the Commodity Exchange Act), whether individual or joint or from any of my accounts to an account guaranteed by me. You are specifically authorized to transfer to my cash account, on the settlement date following any purchase made in that account, excess funds available in any of my other accounts sufficient to make full payment of such cash purchase.

9. When placing with you any sell order for a short account, I agree to specifically designate it as such and hereby authorize you to mark such order as being "short" and when placing with you any order for a long account, I also agree to specifically designate it as such and hereby authorize you to mark such order as being "long". Any sell order that I shall designate as being for a long account as above provided is for securities then owned by me and, if such securities are not then deliverable by you from any of my accounts, the placing of such order shall constitute a representation by me that it is impracticable for me then to deliver such securities to you but that I will deliver them as soon as it is possible for me to do so without undo inconvenience or expense and in any event on or before the settlement date.

10. In all transactions between you and me, I understand that you are acting as my broker, except when you disclose to me in writing at or before the completion of a particular transaction that you are acting, with respect to such transaction, as a dealer for your own account or as a broker for some other person. You may employ sub-brokers or sub-agents and shall be responsible only for reasonable care in their selection.

11. Reports of the execution of orders and statements of my accounts shall be conclusive if not objected to in writing, the former within two days, and the latter within ten days, after forward-

ing to me by mail or otherwise. Such reports shall conclusively be deemed to have been received by me if I do not give notice of non-receipt to you, attention of the Compliance Officer, within two business days of the execution of an order in one of my accounts.

12. Communications may be sent to me at the address given by me to you, or at such other address as I may hereafter give you in writing, and all communications so sent, whether by mail, electronic communication, including email, facsimile, messenger or otherwise, shall be deemed given to me personally whether or not actually received.

13. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA. Any provision of this agreement that is in conflict with the laws of the Commonwealth of Virginia or with federal securities laws shall be deemed ineffective to the extent it conflicts with such laws without invalidating the remaining provisions of this agreement.

14. This agreement and its provisions shall be continuous, shall cover individually and collectively all accounts that I may open or reopen with you and shall inure to the benefit of your present organization, and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever, and of the assigns of your present organization or any successor organization, and shall be binding upon me and my estate, executors, administrators and assigns. In the event of my death, incompetency or disability, whether or not executors, administrators, personal representatives, committee or conservators of my estate and property shall have qualified or been appointed, you may place orders for the sale of securities or other property that you may be carrying for me or buy any securities or other property of which my accounts may be short, or any part of them, under the same terms and conditions as above stated, as though I were alive and competent, without notice to my heirs, executors, administrators, personal representatives, committee or conservators, and without prior demand or call of any kind upon them or any of them. If any party hereto shall be a partnership, the agreements and obligations on the part of the undersigned herein contained shall remain in full force and be applicable notwithstanding any changes in the individuals composing the partnership, and any reference to the undersigned herein shall include any altered or successive partnerships, and the predecessor partnerships and their partners shall not thereby be released from any obligation or liability.

15. ARBITRATION DISCLOSURES

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

(a) all parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.

(b) arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(c) the ability of parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(d) the arbitrators do not have to explain the reasons for their award.

(e) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(f) the rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(g) the rules of the arbitration forum in which the claim is filed, and any amendments thereto,

shall be incorporated into this agreement.

(h) 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; or (ii) the class is decertified; or (iii) the customer is excluded by the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement to the extent stated herein.

I agree, and by carrying an account for me you agree, that all controversies that may arise between us concerning any transaction or the construction, performance or breach of this or any other agreement between us pertaining to securities or other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted pursuant to the federal arbitration act, before the American Arbitration Association or before the New York Stock Exchange, Inc. or an arbitration facility provided by any other exchange of which you are a member, or the Financial Industry Regulatory Organization or the Municipal Securities Rulemaking Board and in accordance with the rules then in effect of the selected organization. I may elect in the first instance whether arbitration shall be by the American Arbitration Association, or by an exchange or self-regulatory organization of which you are a member, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five (5) days after receipt of a written request from you to make such election, then you may make such election. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

16. Unless otherwise disclosed, I hereby represent that I am of full age, and unless otherwise disclosed on your New Account Form, that I am not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm, individual or association engaged in the business of dealing, either as broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper. I further represent that no other person or entity has an interest in my account or accounts with you.

17. Wherever in this agreement reference is made to the undersigned by use of the first person singular, that reference shall include all signers if this agreement is signed by more than one party, and each undertaking herein contained shall be their joint and several undertaking.

18. I understand that shares of Mutual Funds owned in the accounts may be held in a separate account at the Mutual Fund Company in the name of Davenport & Company LLC for the exclusive benefit of the Accounts. I further understand that all communications with the Mutual Fund Company regarding these securities must be done through Davenport & Company LLC on my behalf.

19. By executing this agreement, unless otherwise instructed by me, Davenport will use its usual and customary method for establishing the cost basis for security sales in my account. This method generally assigns the highest available cost basis to a security sale, as opposed to the "first-in, first-out" (FIFO) method. IRS Regulations prohibit the exchange of tax lots after settlement date. All transactions other than sales will be closed using FIFO unless lots are selected at the time of the transaction.

20. Unless otherwise instructed by me, all cleared funds in my account that are not invested in other securities will be automatically invested in the money market mutual fund or Insured Deposit Program ("IDP" or "Program") I designate on my account application or, in the absence of any such designation, in a money market mutual fund or IDP selected by Davenport. Deposits into the IDP are FDIC insured up to \$250,000 for funds held in the same right and capacity at each program bank. If my cleared funds are deposited into the IDP, I will receive the IDP Terms and Conditions, which will contain information relating to the program. The IDP may pay a fee to Davenport with respect to any deposit of my cleared funds in the program. Shares of the money market funds are not deposits of or other obligations of, or issued, endorsed or guaranteed by any bank; such shares are not insured by the U.S. Government the Federal Deposit Insurance Corporation, or any other governmental agency. Although each money market fund seeks to preserve the value of my investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. I will receive a prospectus for the money market fund in which my cleared funds are invested, which will contain information relating to the fund, including investment objectives, risks, charges and expenses associated with it. The money market fund may pay a distribution and/or shareholder servicing fee to Davenport with respect to any investment of my cleared funds in the fund. From time to time, Davenport may decide to replace the IDP or money market funds currently offered with other cash sweep options. In such event, Davenport will transfer my funds to one of the cash sweep options then made available by Davenport, and I hereby authorize Davenport to make such a transfer. Davenport will notify me in writing of such action.

21. Our Privacy Pledge to Our Clients: This notice is being provided on behalf of Davenport & Company LLC and its affiliates. We respect your privacy and value the relationship we have with you. Our Privacy Pledge applies to only current or former individual customers who obtain financial products or services from Davenport primarily for personal, family or household purposes. It does not apply to partnerships, corporations, trusts or other non-individual customers, clients, or account holders. Davenport and its affiliates do not disclose any nonpublic personal information about current or former individual customers as defined above to anyone, except as permitted or required by law. We may disclose all of the information we collect, as described below, within the affiliated Davenport companies, which include a securities broker-dealer, trust company and investment banking company. These companies include Davenport & Company LLC, DavTrust and Davenport Financial Advisors. To appropriately service your account(s) and better understand your needs, Davenport and its affiliates collect nonpublic personal information about you from affiliates, applications or forms you complete, and other information provided by you, whether in writing, in person, by telephone, electronically, or by any other means, such as your name, address, social security number, assets, income and debt. Additionally, we collect information about your transactions with Davenport and its affiliates, such as your account balance, trading activity, payment history, and parties to transactions. We may disclose the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We have agreements in place with these companies that prohibit them from disclosing or using the information except as necessary for carrying out the purposes for which we disclosed the information. We may also disclose nonpublic personal information about you to nonaffiliated third parties that assist us in servicing your account(s); to securities regulators as required by laws, rules and other applicable legal requirements; to others pursuant to subpoena; pursuant to your written request, or as otherwise permitted or required by law. We restrict access to your nonpublic personal information to those employees and agents who need to know that information to provide products or services to you. In addition, we maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information. As with any business policy, we must respond to changes in the law or in our business needs. Accordingly, we reserve the right to modify our Privacy Pledge as permitted or required

by law.

Effective Date: March 2006. Updated August 2011.

22. DO NOT CALL REGISTRY By signing below I authorize the Investment Executive assigned to my account to contact me by telephone, using any telephone numbers that are associated with me, (e.g., cell, home, business, or vacation numbers, etc.) for solicitation purposes (e.g., recommendations to enter into a securities transaction). I expect that my Investment Executive will generally contact me for solicitation purposes during the traditional business hours of 9:00 a.m. - 5:00 p.m., eastern time Monday through Friday; however, if a special circumstance were to arise, I may be contacted before 8:00 a.m. or after 9:00 p.m., any day of the week. This authorization shall remain in effect until revoked in writing by me and is irrespective of and supersedes my placing my name and/or telephone numbers on any National or State Do Not Call Registry.

23. APPLICABLE TO JOINT ACCOUNTS ONLY In consideration of you carrying a joint account for the undersigned, the undersigned jointly and severally agree that each of them shall have authority on behalf of the joint account to buy, sell (including short sales) and otherwise deal in, through you as brokers, stocks, bonds, options, and other securities and commodities, on margin or otherwise; 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 money, securities and property of every kind and to dispose of the same; to make on behalf of the joint account agreements 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 you on behalf of the joint account as fully and completely as if he or she alone were interested in said account, all without notice to the other or others interested in said account. You are authorized to follow the instructions of any of the undersigned in every respect concerning the said joint account with you and to make deliveries to any of the undersigned, or upon his or her instructions, of any or all securities in the said joint account, and to make payments to any of the undersigned, or upon his or her order, of any or all monies at any time or from time to time in the said joint account as he or she may order and direct, even if such deliveries and/or payments shall be made to him or her personally, and not for the joint account of the undersigned. In the event of any such deliveries of securities or payments of monies to any of the undersigned as aforesaid, you shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies, and you shall not be bound to see to the application or disposition of the said securities and/or monies so delivered or paid to any of the undersigned or upon his or her order. The authority hereby conferred shall remain in force until written notice of the revocation addressed to you is delivered to your Richmond, Virginia office.

The liability of the undersigned to you with respect to said account shall be joint and several. The undersigned further agrees jointly and severally that all property you may at any time be holding or carrying for any one or more of the undersigned shall be subject to a lien in your favor for the discharge of the obligations of the joint account to you, such lien to be in addition to and not in substitution of the rights and remedies you otherwise would have. This Joint Account Agreement shall be in addition to and not a restriction of the provisions of any other agreements we may have with you, including but not limited to any option agreements, margin agreements and third party trading/discretionary account agreements. It is further agreed that in the event of the death of either or any of the undersigned, the survivor or survivors shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such proceeding, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under

any present or future laws or otherwise. The estate of any of the undersigned who shall have died shall be liable and each survivor shall continue liable jointly and severally, to you for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by you of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

We jointly and severally release and discharge you and your successors, members, officers and employees from any and all liability of whatsoever kind now or hereafter arising directly or indirectly out of you honoring the instructions and directions of either of us with respect to said account, and agree to indemnify and hold harmless from any and all losses and damage directly or indirectly attributable to the joint or several acts or failures to act of both or either of us with respect to said account. In the event of a dispute over the rights to the assets or control of the joint account, requests to restrict will be approved only after receiving written authorization by all parties. In the event of a subpoena, the terms of the subpoena shall supersede all other instructions.

This agreement shall inure to the benefit of your present firm, and any successor firm, irrespective of any change or changes of any kind in the personnel thereof, for any cause whatsoever, and of the assigns of your present firm or any successor firm. The foregoing shall bind the undersigned to you and each of your successors and assigns by merger, consolidation or otherwise.

Joint Tenants with Rights of Survivorship (JTWRoS) In the event of the death of any of the undersigned, the entire interest in the joint account shall be vested in the survivor or survivors on the same terms and conditions as heretofore held, without in any manner releasing the undersigned or their estates from the liability provided for within the joint account agreement.

Tenancy in Common (TEN COM) In the event of death of either or any of the undersigned, the decedent's interest in the account as of the close of business on the date of death of the decedent (or on the next following business day if the date of death is not a business day), shall be outlined on the client account agreement.

Tenants by the Entirety (TEN ENT) - Available to husband/wife in certain states recognizing that an account held as tenants by the entirety is available only to husbands and wives in certain states, we represent that (a) we are lawfully married to each other and (b) we maintain our residence in a state permitting the designation of tenants by the entirety. We will promptly notify you should either circumstance change. In the event of death of any of the undersigned, the entire interest in the joint account shall be vested in the survivor on the same terms and conditions as heretofore held, without any manner releasing the undersigned or their estates from the liability provided for within the joint account agreement. The undersigned understand that if they divorce, the tenancy by the entireties will terminate and the account will be owned by each of the undersigned, individually as tenants in common with no right of survivorship.

24. Under rule 14b-1(c) of the Securities Exchange Act, I understand that you are required to disclose to an issuer the name, address and securities position of your clients who are beneficial owners of that issuer's securities unless the client objects. Therefore, I have checked one of the following boxes in the original customer agreement that I signed at account opening.

Yes, I do object to the disclosure of such information

No, I do not object to the disclosure of such information

25. Unless otherwise disclosed, Davenport & Company LLC presumes that you are a non-objecting shareholder. If you object to your name and address being disclosed to the issuer of assets you hold in your Davenport account, please contact your Investment Executive.

26. All securities or any other property, now or hereafter held by you, or carried by you for me (either individually or jointly with others), are to be held by you as security for the payment of any obligation to you by me, and all such securities and other property may from time to time and without notice to me be pledged, repledged, hypothecated or re-hypothecated by you, separately or in common with other securities and other property, for the sum due to you pursuant to any such obligation, or for any greater sum resulting from any default in such obligation, and you may do so without retaining in your possession or under your control for delivery a like amount of similar securities or other property. It is understood, however, that you agree to deliver to me upon demand and upon payment of the full amount due thereon all securities in such accounts, but without obligation to deliver the same certificates or securities deposited, but only certificates or securities of the same kind and amount.

27. I understand that you have the right in accordance with your general policies regarding margin maintenance requirements to require additional collateral or the liquidation of any securities and other property whenever in your discretion you consider it necessary for your protection including in the event of, but not limited to: my failure to promptly meet any call for additional collateral; the filing of a petition in a bankruptcy by or against me; the appointment of a receiver is filed by or against me; an attachment is levied against any of my accounts or accounts in which I have an interest; or in the event of my death. In such event, you are authorized to sell any and all securities or other property in any 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 me. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. It is understood that 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 your right to sell or buy without demand or notice as herein provided. It is further understood that I shall be liable for any deficiency remaining in any account or accounts in the event of liquidation thereof, in whole or in part, whether by you or by me, and understood that I may not close my account without you first receiving all securities or other property for which such account is short and all funds to pay in full for all securities or other property in which the account is long.

28. I agree to maintain at all times in my accounts the necessary or sufficient margin for such accounts, as may be required from time to time by you in your discretion or under the rules and regulations of the Federal Reserve Board or other public authority. I further agree that in order to facilitate transfer, hypothecation or other transactions, any and all securities delivered to you as collateral or otherwise purchased or held by you in any margin account maintained by me, may at your sole option, be registered and held in your name ("street name") or in the name of your nominee, as the case may be; but with all rights of beneficial ownership, subject to the other terms and conditions of this Agreement, being retained by me. I clearly understand that, notwithstanding a general policy of giving customers notice of a margin deficiency, you are not obligated to request additional margin from me in the event my account falls below minimum maintenance requirements. More importantly, there may well be circumstances where you will liquidate securities and/or other property in the account without notice to me to ensure that minimum maintenance requirements are satisfied.

29. Electronic Communication Agreement: From time to time, Davenport may send notices and other correspondence of a non-account specific nature to our clients. I agree to receive these communications via e-mail. I understand that I may revoke my consent to receive electronic communications at any time by sending Davenport notification of my desire to terminate this option.

Margin Disclosure Statement

Your brokerage firm is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading securities in a margin account, you should carefully review the margin agreement provided by your firm. Consult your firm 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, for eligible securities, borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the firm'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, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, 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 the margin account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).
- ◆ **The firm can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or the firm's higher "house" requirements, the firm can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- ◆ **The firm can sell your securities or other assets without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- ◆ **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.
- ◆ **The firm can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice.** These changes in firm policy often take ef-

fect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).

- ◆ **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 customers under certain conditions, a customer does not have a right to the extension.

Statement of Credit Charges

The opening of a margin account, the incurrence of a debit balance in any account or certain other transactions, including non-purpose loans, including a short transaction, may result in the extension of credit to you by Davenport & Company LLC ("Davenport"). You will be charged interest on any credit extended to or maintained for you by Davenport. The following information sets forth the terms upon which credit is extended and the conditions under which you may be required to deposit additional collateral as security for credit maintained for you by Davenport.

Rate of Interest The rate of interest charged by Davenport for extensions of credit will be equal to a "Base Loan Rate" plus or minus a "Specific Percentage" which will vary based on debit balance. The Base Rate is set by Davenport by reference to a number of dynamics, which may include commercially recognized interest rates (such as the prime rate, fed funds rate and the Libor rate). The actual rate of interest charged by Davenport will be based upon the average debit balance using the applicable base rate specified above, plus or minus a percentage based on the size of the debit balance. A schedule of the applicable rates is available from your Investment Executive upon request or by visiting Davenport's website at www.investdavenport.com. Davenport reserves the right to vary the rate of interest in certain circumstances but in no such case may the actual rate of interest exceed the maximum rate stated above.

Although the rate is expressed as an annual rate, interest is calculated based on average daily debit balances assuming a 360-day year and is accumulated and charged to your account monthly. The period for computing interest on average daily debit balances is the monthly period corresponding with your monthly statement period but generally ends two business days prior to the month end date for your current monthly statement and includes the prior monthly period generally beginning two business days prior to the month end date.

Your rate of interest may change without prior notice and due to frequent rate changes it may be impractical to notify customers in advance of each such change. The applicable rate of interest charged by Davenport will be reflected in your periodic account statement.

Credit Transactions Interest will be charged against (a) debit balances in your accounts, (b) debit balances arising from short positions, where the value of the securities sold short, marked-to-the-market on a daily basis, exceeds the credit arising from the short sale, (c) prepayments made at your request, (d) post-settlement payments for securities purchased in a cash account and (e) non-purpose loans (loans made by Davenport for a purpose other than the purchasing, carrying or trading in securities.)

Margin Account - Debit Balances When you purchase securities on margin, you must pay the amount of money required by Regulation T of the Federal Reserve Board, as discussed below, and the balance of the purchase price is loaned to you by Davenport. This loaned portion creates a debit balance upon which interest is charged. This debit balance will be increased by additional purchases

on margin, including the cost of commissions, withdrawal of funds, interest charges and any special charges incurred for services performed. The debit balance will be reduced automatically by the sale of securities held in the account, the deposit of additional funds and income credited to the account. Where cash is maintained along with margin in an account, the debit balance on which interest is computed will be reduced by the amount of any free credit balances.

Short Sales - Mark-to-Market When you sell securities short, delivery of the sold securities must be made by Davenport to the buying broker. Davenport must borrow the same securities in order to make this delivery. This creates a stock loan that is collateralized by the proceeds of your short sale. When you sell securities short, a credit in the amount of the sales proceeds appears in the short account (Type 6). Since the proceeds from a short sale (including a short sale against the box) are collateralizing a stock loan, the credit balance in the short account is not considered when determining your debit balance. A short sale against the box means that you actually own the securities being sold short but choose to make delivery by having us borrow the same securities rather than delivering those you own.

If the security you sold short (or sold short against the box) appreciates in market price over the selling price, the debit balance in your margin account (Type 2) will be increased so that interest will be charged on the appreciation in value. If the security you sold short depreciates in market price, the amount subject to interest in your margin account is correspondingly reduced by the decrease in value. This practice is known as "marking-to-the-market" which means that the balance in your margin account will be adjusted by Davenport to reflect any change in the market value of the security you sold short. The "mark-to-the-market" calculation on short sales occurs daily.

Other Credit Charges You may be charged interest for any extension of credit that is not directly related to either purchases in your margin account or short sales. For example, a debit balance is created in a cash account when you request that payment be made to you prior to the settlement date for securities sold in your cash account and when securities must be sold out or bought in due to your failure to pay for securities purchased or to deliver securities sold for your account.

The interest rate on non-purpose loans is the same as for margin loans.

Except for interest charges, no other credit charges are presently imposed for extensions of credit by Davenport; however, Davenport reserves the right to impose other charges, if circumstances necessitate it, but only upon thirty days' advance written notice to you.

Initial Margin The current equity margin requirement prescribed by the Federal Reserve Board for the purchase of any stock or convertible debt security is 50 percent of the current market value of such stock or security. This requirement means that you must deposit with Davenport money equal to no less than 50 percent, or collateral equal to no less than 100%, of the market value of the securities to be purchased for your margin account. As stated above, the balance of the purchase price is loaned to you by Davenport. This requirement is subject to change from time to time by the Federal Reserve Board as it deems necessary or appropriate. Additionally, The New York Stock Exchange ("NYSE") requires that the dollar margin in an account be at least \$2,000 prior to effecting new securities transactions and commitments that involve an extension of credit.

Margin Maintenance The equity margin - or excess of the market value of the securities in the account over the net debit balance - must be maintained in an amount at least equivalent to 25 percent of the market value of all equity securities "long" in the account under NYSE rules. The NYSE requires that substantial additional margin be maintained in cases where securities in an account are subject to unusually rapid changes in value, do not have an active market on a recognized securities exchange or cannot be liquidated promptly.

Notwithstanding the minimum equity margin required by the NYSE, Davenport "House" rules currently require that the equity margin in an account be maintained in an amount at least equivalent to 30 percent of the market value of all equity securities "long" in the account selling for \$5.00 a share and above. If any "long" equity securities in the account are selling for less than \$5.00 per share, Davenport requires that the maintenance margin for such securities be 100 percent.

Any account which has one or more concentrated security positions will be required to maintain each concentrated position at a level equal to the "House" maintenance percentage plus twenty percent (20%). An account is concentrated in a security if the account would liquidate to a deficit when the market value of that security is ignored.

All securities "short" in a "short account" selling for \$5.00 per share or above are required to be maintained at \$5.00 per share or 30 percent of the market value, whichever amount is greater. For "short" securities in a "short account" selling at less than \$5.00 per share, the maintenance requirement is \$5.00 per share.

These requirements may be increased or decreased from time to time by Davenport as it deems necessary or appropriate. Money or additional collateral generally will be required when an account is not in conformity with Davenport's minimum margin maintenance requirement or money or additional collateral is necessary as security for the credit extended to you.

This statement only addresses margin requirements applicable to equity securities. For margin requirements on other securities, please inquire of your Investment Executive.

Money or Collateral Calls

Initial calls for margin, also called "T-calls" or "Fed calls" must be met within the time prescribed by Regulation T of the Federal Reserve Board.

If, at any time, stock borrowed in connection with a short sale (including a short sale against the box) is required to be returned to a lender and the security cannot be borrowed from another lender, the short position must be covered by you immediately either by purchase or delivery of the security.

As provided in the Customer Agreement, Davenport has a general lien upon all securities held by it for you (either individually or jointly) for the discharge of all your obligations to Davenport, however arising and irrespective of the number of accounts you maintain with Davenport.

Monthly Statement The monthly statement of your accounts with Davenport sets forth (a) the annual rate of interest charged on your net debit balance for the interest period that coincides with

the statement period, (b) the opening and closing debit balances, as well as average daily balances on which interest is computed, (c) a brief description of each debit and credit during the statement period and (d) the opening and closing days of the interest period and the dates on which there was an increase or decrease in a debit balance.

The calculation of your average daily balance and interest charges is available for your inspection, upon request.

A copy of these disclosures is provided for your convenience. Please contact your Investment Executive if you have any questions.

This document is current as of March 2012.

DAVENPORT & COMPANY

SINCE 1863

901 East Cary Street • Ste. 1100 • Richmond, VA 23219
(804) 780-2000 • (800) 846-6666
www.investdavenport.com

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