

Pledge Agreement For Lending On Shelf-Registered, Control Or Restricted Securities

In consideration of the loan(s) made by National Financial Services LLC ("Pledgee") to the undersigned ("Pledgor"), it is agreed as follows:

1. Pledge

The Pledgor agrees to pledge the securities referred to in paragraph 10 and all other securities now or hereinafter pledged in accordance with this Agreement (the "Pledged Securities") to the Pledgee as security for the repayment of any indebtedness of the Pledgor to the Pledgee whether now existing or hereinafter incurred. The pledge includes the securities and all proceeds thereof, including, without limitation, any dividends, interest and other distributions with respect to the securities. In the event that the Pledged Securities are subject to a stock split, stock dividend, or other security and/or property is issued or delivered with respect to such security, all the resulting securities or property shall continue to be pledged to the Pledgee. Pledgor will immediately deliver to Pledgee any such securities or property which may come into Pledgor's possession, together with any appropriate stock or bond powers duly executed in blank.

2. Interest Rate

The Pledgor acknowledges and understands that the interest rates charged pursuant to this Pledge Agreement will be the rates determined between Pledgor and Pledgee, which rates will fluctuate with Pledgee's rate.

3. Maintenance Requirements

The Pledgor acknowledges and understands that the minimum maintenance imposed by the Pledgee pursuant to the applicable rules of the New York Stock Exchange for Pledged Securities is currently forty percent (40%) and that the Pledgee may impose higher maintenance requirements at any time as the result of the Pledgee's internal policy on concentrated positions or for any other reason the Pledgee deems appropriate in its sole discretion.

4. No Liens; No Shares Pledged Elsewhere

The Pledgor represents that the Pledgor owns the Pledged Securities free and clear of any lien, charge or security interest in favor of any person or

entity other than the Pledgee. Other than shares pledged to

, the Pledgor represents that there are no securities of the same class as the Pledged Securities hereby pledged to any person, except the Pledgee, by (a) the Pledgor, or (b) any other person with whom sales of the Pledged Securities by the Pledgor must be aggregated under Securities and Exchange Commission Rule 144 promulgated under the Securities Act of 1933, as amended ("Rule 144") (including, without limitation, the persons referred to in paragraph 14). The Pledgor further agrees that the Pledgor, his spouse, or any relative of either residing in his household will not pledge any securities of the Corporation (as defined in paragraph 10) as security for the repayment of any indebtedness elsewhere without the express written consent of the Pledgee.

5. Reduced Line of Credit

In the event of a sale of any class of security of the Corporation by or on behalf of the Pledgor, the Pledgor agrees and acknowledges that the Pledgee may reduce or cancel entirely the line of credit given pursuant to this Pledge Agreement in the same proportion as the number of shares sold bears to the number of shares carried in the pledge account with the Pledgee to secure the line of credit immediately prior to such sale. However, the preceding sentence notwithstanding, if the applicable maintenance requirements would preclude such a line of credit after such sale, the line of credit shall be reduced below the maximum line of credit permitted by such maintenance requirements.

6. Liquidation of Pledged Securities

The Pledgor agrees that if his debit balance related to the Pledged Securities exceeds the loan amount set by the Pledgee, a maintenance call will be issued and the Pledgor must liquidate a sufficient number of shares of any securities in the Pledgor's accounts or deposit cash or non-control, non-restricted eligible marginable securities acceptable to the Pledgee in its sole discretion to satisfy the maintenance call. The Pledgor agrees and acknowledges that the Pledgee shall be entitled to liquidate any securities or assets held in the Pledgor's account in order to satisfy such maintenance call, and where appropriate, the Pledgee may execute and file Forms 144 for the requisite number of securities on behalf of the Pledgor.

7. Familiarity with Rules 144 and 145

The Pledgor warrants that he is familiar with Securities and Exchange Commission Rules 144 and 145 promulgated under the Securities Act of 1933, as amended. The

Pledgor acknowledges that the Pledgor has a duty to keep himself informed as to the contents of Rule 144 and, if applicable, Rule 145 and will consult with the Pledgor's own attorneys as necessary.

8. Payment of Indebtedness Upon Demand

The Pledgor shall at all times be liable for the payment upon demand of the principal and interest of the loan and of any debit balance or other obligations owing in any of the accounts of the Pledgor with the Pledgee, it being understood by the Pledgor that neither the Pledgee nor any of its affiliates have any obligation to extend credit or, having extended credit, any obligation to maintain any loan. The Pledgor shall be liable to the Pledgee for any deficiency remaining in any account with the Pledgee in the event of the liquidation of any securities or assets in said accounts, in whole or in part, by the Pledgee or by the Pledgor. In addition, the Pledgor agrees to indemnify and hold harmless the Pledgee for all costs and liabilities to third parties as the result of the transfer or attempted transfer, liquidation or attempted liquidation of any securities pledged hereby; and the Pledgor shall make payment of such loan, debit balance, credit obligations and indebtedness upon demand.

9. Pre-Dispute Arbitration Agreement

This agreement contains a pre-dispute 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 a trial by jury, except as provided by the rules of the arbitration forum in which a 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 the 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 reason(s) 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.

All controversies that may arise between us (including, but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the New York Stock Exchange, Inc., or the NASD, Inc., as I may designate. If I do not notify you in writing of my designation within five (5) days after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. I understand that judgment upon any arbitration award may be entered in any court of competent 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 action 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 from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

10. Delivery of the Securities Pledged

The Pledgor herewith delivers to the Pledgee

shares of the stock of (the

"Corporation") represented by certificate(s)

duly endorsed in blank or with stock powers attached and does hereby assign such securities (also known as the Pledged Securities) to the Pledgee.

11. Manner in Which the Pledged Securities Were Obtained

The Pledgor represents that the Pledgor obtained the Pledged Securities on by (indicate nature of acquisition and from whom acquired, for example, on the open market, by exercise of stock option, in a private transaction directly from the Corporation, etc.).

12. Fully Paid Pledged Securities

The Pledgor represents that the Pledgor fully paid for the Pledged Securities on . (If the Pledged Securities have not yet been fully paid for, so state and provide applicable details.) The Pledgor further represents that the Pledgor has not entered into any transactions that would toll or otherwise halt the passage of the holding period (as such term is defined in Rule 144) for the Pledged Securities within the twenty-four (24) preceding months nor will the Pledgor enter into any transaction that will toll or otherwise halt the passage of the holding period without the express written permission of the Pledgee. The Pledgor further represents that the Pledgor will not enter into a short position, write any call option or obtain any put or other option to dispose of any such securities that the Pledgor intends or has the contractual right to close or cover by delivery of the Pledged Securities without the express written consent of the Pledgee. References to Rule 144 in this Agreement shall be deemed references to Rule 144 as the same is amended from time to time and any successor rule that may be adopted by the Securities and Exchange Commission or any successor regulatory authority.

13. Prior Sales By Pledgor

The Pledgor represents to the Pledgee that he has sold shares of the Corporation during the preceding three months and has sold convertible securities which are convertible into the shares of the Corporation during the preceding three months. Further, the Pledgor represents that he has written call options against the shares of the Corporation which have neither been exercised nor have expired. The Pledgor also represents to the Pledgee that the Pledgor has no sale orders open with any broker to sell the shares of the Corporation or to sell convertible securities which are convertible into the shares of the Corporation and will not place any such sale orders. In addition, the Pledgor represents to the Pledgee that the Pledgor will not have at any one time more outstanding call options written against shares of the Corporation than the number stated in the second sentence of this paragraph. Lastly, the Pledgor represents to the Pledgee that the Pledgor will not exercise any exchange traded or over-the-counter put options relating to the shares of the Corporation.

14. Prior Sales By Parties Other Than Pledgor

The Pledgor represents that to the best of his knowledge, the following persons have not sold (have sold) shares of the Corporation, or convertible securities which are convertible into the shares of the Corporation, within the preceding three months: (1) his spouse; (2) any relative of his or his spouse residing in his household; (3) any trust or estate of which he or his spouse, or any relative of his or his spouse residing in his household, acts as executor, administrator, trustee, guardian, conservator or acts in any similar capacity; (4) any trust or estate in which he or his spouse, or any relative of his or his spouse residing in his household, collectively own a ten percent (10%) or more of the total beneficial interest; (5) any corporation, partnership or other entity in which he or his spouse, or any relative of his or his spouse residing in his household, are the beneficial owners collectively of ten percent (10%) or more of any class of equity securities or ten percent (10%) or more of the equity interest; (6) any of his donees who have been given shares of the Corporation within the last one year; (7) any of his donors (including settlors if the Pledgor is a trust) if the shares of the Corporation were given by any donor within the last one year; (8) any of his pledgees, unless the obligation secured by the pledge has been in default for more than one year; (9) any of his pledgors, unless the obligation secured by the pledge has been in default for more than one year; (10) any person with whom he is acting in concert for the purpose of selling securities of the Corporation; (11) any trust which he is the settlor of and has given shares of the Corporation to within the last one year; and (12) any deceased person whose estate the Pledgor is a beneficiary of.

15. Number of Shares Owned By Pledgor

The Pledgor warrants that the total number of shares (units) owned by the Pledgor and those persons with whom the Pledgor is obligated to aggregate the Pledgor's sales of securities of the same class of security of the Corporation hereby being pledged (including, without limitation, the persons referred to in paragraph 14) is

. The Pledgor further warrants that the total number of all other classes of the securities of the Corporation owned by the Pledgor is (state each class owned, the number owned and the current market value of each class). The Pledgor agrees that he will not sell any shares of the Corporation not held in accounts of the Pledgor or its affiliates without prior written consent of the Pledgee.

16. Waiver

NO FAILURE ON THE PART OF PLEDGEE TO EXERCISE AND NO DELAY IN EXERCISING, AND NO COURSE OF DEALING WITH RESPECT TO, ANY RIGHT, POWER, OR PRIVILEGE UNDER THIS PLEDGE AGREEMENT SHALL OPERATE AS A WAIVER THEREOF, NOR CONSTITUTE ANY WAIVER OF ANY OTHER AGREEMENT BETWEEN PLEDGEE OR PLEDGOR, NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY RIGHT, POWER OR PRIVILEGE UNDER THIS PLEDGE AGREEMENT OR THE EXERCISE OF ANY OTHER RIGHT, POWER OR PRIVILEGE CONSTITUTE A WAIVER OF PLEDGEE'S OTHER RIGHTS, POWERS OR PRIVILEGES. THE REMEDIES PROVIDED HEREIN ARE CUMULATIVE AND NOT EXCLUSIVE OF ANY REMEDIES PROVIDED BY LAW OR ANY OTHER AGREEMENT BETWEEN PLEDGEE AND PLEDGOR.

17. Miscellaneous

The headings used herein are for descriptive purposes and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. Whenever the term "he" or "his" is used, it shall refer to the undersigned Pledgor; and, if there is more than one person signing below as Pledgor, their undertakings shall be joint and several. The Pledgor represents and warrants to the Pledgee that he has executed a "Margin Account Agreement" or similar document for the margin service and received and read the disclosures relating thereto, which disclosures also apply to this account.

18. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

I REPRESENT THAT I AM FAMILIAR WITH RULE 144 AND RULE 145 OF THE SECURITIES EXCHANGE COMMISSION, PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. I ALSO ACKNOWLEDGE THAT I HAVE A DUTY TO KEEP MYSELF INFORMED OF THE CONTENTS OF RULE 144 AND, IF APPLICABLE, RULE 145, AND I WILL CONSULT WITH MY ATTORNEYS, AS NECESSARY.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND INTEND TO BE BOUND BY TERMS AND CONDITIONS OF THIS PLEDGE AGREEMENT AS CURRENTLY IN EFFECT AND AS AMENDED FROM TIME TO TIME. THIS PLEDGE AGREEMENT IS GOVERNED BY A PRE-DISPUTE ARBITRATION CLAUSE, WHICH FOUND IN SECTION 9 ON PAGE 1 OF THIS AGREEMENT. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. I ALSO ACKNOWLEDGE RECEIPT OF THE PRE-DISPUTE ARBITRATION CLAUSE.

Signature of Pledgor

Date --

Signature of Pledgor (if joint account)

Account Number