

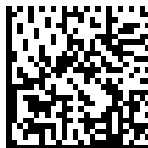
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CLIENT ACCOUNT INFORMATION

CUSTOMER'S AGREEMENT CONTINUED

5. Execution of Orders: All orders given by the owner for the purchase or sale of securities or other property, which may be traded on more than one exchange or market, may be executed on any exchange or market selected by you. It is understood that you routinely execute orders for the purchase or sale of equity securities with other broker/dealers even though said securities may be listed on an exchange. It is further understood that in connection with such executions you receive a remuneration directly from such other broker/dealers which remuneration is in addition to the commissions charged by you to the owner.
6. Lien: All securities and other property whatsoever which you may at any time be carrying for the owner (either individually or jointly with others) or which may at any time be in your possession for any purpose, including safekeeping, shall be subject to a general lien for the discharge of all obligations of the owner to you or owner's brokerage firm. You and my brokerage firm shall each have the right to transfer money or securities from any of my accounts to another or sell securities in my account when in your judgment such transfer may be necessary.
7. Liquidation: Whenever you deem it necessary for your protection, you are authorized, in your sole discretion, to close out the account in whole or in part and in connection therewith you may sell, assign and deliver all or part of the securities, option contracts, or other property, pledged hereunder, upon any exchange or market or at any public or private sale at your option, and make any necessary purchase to cover short sales or open option contract positions, all without demand for margin, advertisement, or notice of purchase or sale to the owner, or to his personal representatives (which are hereby expressly waived), and no specific demand or notice shall invalidate this waiver. After deducting all costs and expenses of the purchase and/or sale and deliveries, including commissions and reasonable legal fees you shall apply the residue of the proceeds to the payment of any and all liabilities of the owner to you, and the owner shall remain liable for any deficiency. Upon any such sale, other than private sale, you may purchase the whole or part thereof free from any right of redemption. In the event of the death of the owner, the authorizations given by this paragraph shall continue to be effective and shall be effective upon the personal representatives of the owner.
8. Maintenance Margin Requirements: The owner is aware that you may impose margin requirements more stringent than those required by law or regulatory bodies. The owner further acknowledges that such house requirements may be changed or modified by you from time to time without prior notice to the owner. The owner hereby agrees to comply with said house requirements in addition to all legal and regulatory requirements governing owner's account. The owner further agrees that any waiver by you or failure to promptly enforce, as to the owner's account or that of others, such house requirements shall not stop or otherwise prevent you from subsequently enforcing said requirements with regard to the owner's account.
9. Interest Charges: Interest on debit balances shall be charged in accordance with your interest computation schedule under Rule 10b-16 of the Securities Exchange Act of 1934. You may charge the owner's account with such usual and customary charges as you make to cover your services and facilities, including those for any check received by you for the account of the owner which check is returned by the drawer's financial institution for insufficient funds. It is understood that such interest charges may exceed the permissible rate under the usury laws of the state in which the owner resides. The owner expressly waives any rights which the owner might otherwise have under such statute and specifically agrees that the permissible rate of interest which may be charged to RBC Express Credit customers under the laws of the State of Minnesota shall govern. It is understood and acknowledged that the interest charge made to the owner's account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest.
10. Payment of Indebtedness Upon Demand: The owner undertakes upon demand, to discharge the owner's obligations to you, or, in the event of a closing of any account of owner in whole or in part by you or the owner, to pay the deficiency, if any, and the owner agrees to reimburse you for any costs or expenses incurred in collecting such amounts, including reasonable attorney's fees.
11. Presumption of Receipt of Communications: Communications may be sent to the owner at the address indicated in your records from time to time, and all communications so sent, whether by mail, telegraph, messenger or otherwise shall be deemed given to the owner personally, whether actually received or not. Reports of the execution of orders and statements for the accounts of the owner shall be conclusive if not objected to in writing at once.
12. Extraordinary Events: You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond your control.
13. **ARBITRATION DISCLOSURE**: This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
- 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.
 - ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
 - THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
 - THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
 - THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
 - 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.
 - THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THE AGREEMENT.



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CUSTOMER'S AGREEMENT CONTINUED

14. **ARBITRATION.** I AGREE THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN ME, MY INTRODUCING BROKER AND / OR RBC CM, OR ANY OF MY INTRODUCING BROKER'S OR RBC CM'S AFFILIATES, EMPLOYEES OR AGENTS, CONCERNING ANY TRANSACTION(S), OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN ME, MY INTRODUCING BROKER AND/ OR RBC CM PERTAINING TO SECURITIES AND 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 AND THE LAWS OF THE STATE OF MINNESOTA BEFORE AN ARBITRATION PANEL APPOINTED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA") AND IN ACCORDANCE WITH THE RULES OF FINRA. 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 THEREOF. 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 ACTION WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION, UNTIL: (A) THE CLASS CERTIFICATION IS DENIED; OR (B) THE CLASS IS DECERTIFIED; OR (C) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE THE AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

15. **Governing Law; Obligations continuous:** This agreement shall be governed by the laws of the State of Minnesota, exclusive of that state's choice-of-law provisions. The provisions of this Agreement shall be continuous and cover individually and collectively all accounts which the owner may open or reopen with you and shall inure to the benefit of yourselves, your successors and assigns and shall be binding upon the owner and/or the estate, executors, administrators and assigns of the owner.

16. **Joint and Several Liability:** If the owner consists of more than one individual, each such individual grants the authority to all other such individuals to take action, individually, with respect to the account and each such individual shall be jointly and severally liable for any such action.

17. **Modifications and Amendments to Agreement:** Except as herein otherwise provided, no provision of this Agreement may be amended, modified or waived unless in writing, signed by a duly authorized officer of your corporation.

18. **Headings:** The heading of each provision hereof 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.

19. **Important information about procedures for opening a new account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we may ask for your name, address, date of birth and driver's license or other identifying documents that will allow us to verify your identity.

PAYMENT FOR ORDER FLOW AND ROUTING OF CUSTOMER ORDER DISCLOSURE STATEMENT

Policy Regarding Receipt of Payment for Order Flow

Upon the receipt of an order from your brokerage firm, RBC Correspondent Services ("RBC CS"), a division of RBC Capital Markets, LLC ("RBC CM"), RBC CS may depending on the security involved and/or the size of the order, route the order for execution to RBC CM, another broker-dealer that is a market maker in that security or execute the order through a primary exchange. RBC CS assesses the quality of the markets to which it routes order flow. Our primary objective is to obtain the best execution of orders, regardless of any compensation factor.

RBC CS has established order routing arrangements with certain exchanges, broker-dealers and/or other market centers (collectively, "market centers") in equity securities and options. These arrangements have been entered into with a view toward the perceived execution quality provided by these market centers, evaluated on the basis of price improvement performance, liquidity enhancement and speed of execution. RBC CS regularly assesses the execution performance of the market centers to which it routes order flow, as well as competing market centers.

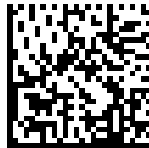
All client orders that are subject to these order routing arrangements are sent to market centers that are subject to the principles of best execution. Each of these market centers provides the opportunity for execution of these orders at prices better than the national best bid or offer* ("NBBO") when the spread between the best bid and best offer price is greater than the minimum variation. Several of these market participants offer RBC CS automated routing and execution services that provide advantages to smaller client orders in terms of speed and certainty of execution.

RBC CS receives payment in the form of cash, rebates and/or credits against fees in return for routing client orders in equity and option securities pursuant to these order routing arrangements. Any remuneration that RBC CS receives for directing orders to any market center reduces the firm's execution costs and will not accrue to your account. For both equities and options, RBC CS may benefit from its order routing arrangements by receiving favorable adjustments of trade errors from the market centers to which it routes orders.

In addition to RBC CS, RBC Capital Markets, LLC operates an RBC Capital Markets division ("RBC Capital Markets") which acts as a market maker in certain equity securities and Exchange Traded Funds (ETFs). In handling your orders, RBC CM utilizes a "No Knowledge" exception from a FINRA order protection regulation that permits RBC Capital Markets to trade for its market making account at prices that would satisfy an order that you place with RBC CS without executing your order. The availability of this exception is based upon the persons responsible for execution of orders for RBC Capital Markets market making account being unaware of the order(s) that may have been eligible for execution at the price at which RBC Capital Markets market making account traded.

RBC CS submits orders for execution to other market participants with which the firm has established the order routing arrangements described above. If RBC CS determines the best destination for your order is RBC CM, please be advised RBC CM may utilize a "Large Orders and Institutional Account" exception for orders of 10,000 shares or more or \$100,000 in value that permits RBC Capital Markets to trade for its market making account at prices that would satisfy an order that you place with RBC CS without necessarily executing your order. Information with respect to RBC CS' handling of customer orders is available by visiting <http://external.s3.com/>

rule606/rbcwm/correspondentsvc/ and selecting 606-RBC DCSD for the appropriate year and quarter you wish to review. Historical order handling information prior to Q1 2016 can be found at [https://private.tagaudit.com/do/display?page=Rule6 06::Report::Public](https://private.tagaudit.com/do/display?page=Rule6%206::Report::Public) and selecting "RBC Correspondent Services, a division of RBC Capital Markets" from the menu. Should you desire a written copy of this information, contact your financial professional.



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PAYMENT FOR ORDER FLOW AND ROUTING OF CUSTOMER ORDER DISCLOSURE STATEMENT CONTINUED

You have the right to request information with respect to any order in an equity security or option that was placed on your behalf with RBC CS during the six months preceding your request. Specifically, RBC CS will disclose where your order was routed for execution, the time(s) of any execution(s) resulting from your order, or, alternatively, whether it was executed principally by RBC Capital Markets. While SEC rules require disclosure of whether an order was routed to a particular market center at your request, RBC CS has a policy against accepting such directed orders.

Although odd-lot volume is reported to the consolidated tape and included in the daily reported volume, such transactions are not included in the calculation of the closing price for a security, nor are they reflected in the daily high or low price of a security. Odd-lot transactions also do not trigger a Limit Up/Limit Down state, a single stock circuit breaker or any other condition that may lead to a trading halt, nor will the execution of an odd-lot trigger any stop order you may have placed with RBC CS.

Your brokerage firm may choose to execute trades away from RBC CS. It is your brokerage firm's responsibility to disclose any payment it receives for order flow it directs to anyone other than RBC CS. It is also your brokerage firm's responsibility to assess the quality of the market for trades executed away from RBC CS.

* The national best bid or offer (NBBO) is the best published bid or the best published offer price in a marketplace or electronic communications network for the purchase or sale, respectively of a security at the time an order is presented for execution.

BUSINESS CONTINUITY STATEMENT

RBC Capital Markets, LLC (the "Firm") is committed to protecting our employees, clients and their assets at all times, including in times of emergency. As part of this commitment, and in compliance with the internal Enterprise Business Continuity Management policy and industry regulations (FINRA, NFA, et al), the Firm maintains a business continuity plan (the "Plan").

The Plan provides for sustainable operating environments during any crisis/incident or major business interruption that adversely impacts the Firm's ability to conduct business. The Plan addresses various scenarios including but not limited to a departmental disruption, building, city-wide or regional disruption, or a pandemic incident.

The planning process begins with a review of financial and operational risk, communications, continuity plan documentation and exercises. The Firm employs multiple work area recovery strategies to provide continuous support. These strategies include but are not limited to: work displacement, work load shifting, alternate physical facilities, remote access, etc.

The Firm has implemented steps to allow clients prompt access to their funds and securities in the event of a significant business disruption. The recovery time objectives for the Firm's essential business processes are determined through an annual Business Impact Analysis. These recovery objectives may be negatively affected by the unavailability of external resources and circumstances beyond the Firm's control.

The Plan is maintained in multiple locations and updated annually or whenever there is a material change to the business.

The Firm continuously tests throughout the year to improve the Plan and provide the best possible recovery solution to the Firm and its clients. Because the Firm's plan contains details of a confidential and proprietary nature it is not distributed to the public. The Plan is subject to modifications and any material changes to the statement above will be promptly posted on the Firm's websites as required by applicable law. Hard copies of this disclosure document can be obtained upon contacting your financial professional.

RESPONSIBILITIES OF YOUR BROKERAGE FIRM AND CLEARING FIRM

Dear Clearing Customer:

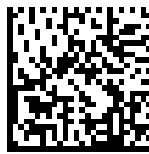
This is to inform you that your brokerage firm has entered into an agreement with RBC Correspondent Services, a division of RBC Capital Markets, LLC ("Clearing Firm") for certain transaction processing, clearing, custodial and financing functions with respect to your securities account. This agreement allocates certain responsibilities and the performance of various functions with respect to your account between your brokerage firm and the Clearing Firm. In general, all activities related to the recommendation of securities transactions, the entering of orders, and the supervision of your account, including determining the suitability of transactions in your account, are performed by your brokerage firm. The Clearing Firm does not have any supervisory authority or responsibility, under the agreement or otherwise, with respect to the activities of your brokerage firm.

Moreover, unless the Clearing Firm receives from you prior written notice to the contrary, it may accept from your brokerage firm as your agent, without any inquiry or investigation: (a) all orders for the purchase or sale of securities and other property in your account on RBC Express Credit or otherwise, and (b) any other instructions concerning your account or the property therein, including the transfer of funds to you or third parties. The following is a more detailed description of the responsibilities and functions allocated under the agreement.

Responsibilities of Your Brokerage Firm

Your brokerage firm is exclusively responsible for:

1. Opening, approving and monitoring your account, including obtaining, verifying and retaining (a) information necessary to establish your account, (b) information relevant to the assessment of the suitability of transactions recommended to you (including your investment objectives and financial needs and resources), and (c) all other information and documentation with respect to your account that may be required by any applicable law, rule or regulation.
2. Any and all securities transactions in your account, including (a) having reasonable grounds for believing that any recommended transaction is suitable on the basis of facts, if any, disclosed by you as to your investment objectives, other security holdings and financial situation, and (b) that any transactions entered for your account are made in compliance with all applicable laws, rules and regulations.
3. Any investment advice given to you by your financial professional (broker) or any employees of your brokerage firm.
4. Accepting, recording and executing transactions for your account or transmitting orders or instructions from you to the Clearing Firm for the execution of transactions for your account.
5. Obtaining and providing to the Clearing Firm all data necessary for the proper performance of any functions allocated to the Clearing Firm with respect to your account.
6. Investigating and responding to any inquiries or complaints you may have concerning your account and promptly providing written notice to the Clearing Firm of any complaint made with respect to the services provided by or functions allocated to the Clearing Firm.
7. Ensuring that its employees comply with all applicable laws, rules and regulations, including, without limitation, the furnishing of any required prospectus or other disclosure statements.
8. Establishing the commissions charged to you for all transactions executed for your account and making details of such charges available to you upon your request.



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RESPONSIBILITIES OF YOUR BROKERAGE FIRM AND CLEARING FIRM CONTINUED

9. Complying with all applicable laws, rules, regulations and restrictions regarding receipt of securities or funds.

Responsibilities of the Clearing Firm

The Clearing Firm is responsible for:

1. Establishing and carrying an account for you based on information provided by your brokerage firm. Please note you may be responsible for certain fees and/or service charges related to the account carried by the Clearing Firm. Your Brokerage Firm can answer questions concerning these fees.
2. Settling and clearing securities transactions in your account in accordance with your brokerage firm's instructions. Unless the Clearing Firm receives from you prior written notice to the contrary, the Clearing Firm relies on instructions and orders received from your brokerage firm, as your agent, as being authorized by and suitable for you, and make no independent inquiry as to your authorization or the suitability of any transaction in your account.
3. Executing securities transactions for your account if requested by and in accordance with instructions received from your brokerage firm. The Clearing Firm will not execute any order received directly from you. If your brokerage firm gives specific instructions with respect to the routing of your orders, the Clearing Firm will follow those instructions. If your brokerage firm does not give specific instructions with respect to the routing of your orders, the Clearing Firm may execute the order itself, execute the order with another brokerage firm that is a market maker, or execute the order through a primary or regional securities exchange.
4. Preparing and transmitting, or supplying your brokerage firm with the information necessary to prepare and transmit, confirmations of securities transactions for your account. Please note that an annual fee will be assessed with respect to any inactive account. (Your brokerage firm can provide you with a definition of an inactive account).
5. Preparing monthly or periodic statements of your account and transmitting such statements to you at the address provided by your brokerage firm.
6. Preparing and maintaining such books and records as are required for a broker-dealer performing the functions of a clearing broker pursuant to the agreement between your brokerage firm and the Clearing Firm and pursuant to all applicable laws, rules and regulations.
7. Receiving, delivering, holding and disbursing funds and securities for your account, including paying or collecting any interest or dividends and processing any exchange or tender offers, redemptions, conversions and the exercise of any options or rights with respect to securities, in each case in accordance with instructions received from your brokerage firm.
8. Extending credit to you for the purchase or sale of securities in your account in accordance with the RBC Express Credit agreement between you and the Clearing Firm and in accordance with all applicable laws, rules and regulations.
9. Safeguarding funds and securities in your account while such funds and securities are in the possession of the Clearing Firm.
10. Processing any instructions received regarding transfer of your account to another brokerage firm. Please note that service fees may apply for such account transfer services.

Please note that you are directly responsible to the Clearing Firm, as carrying broker of your account, for the payment of all securities purchased in and the delivery of all securities sold for your account by or upon order of your brokerage firm.

We are pleased to provide these services to your brokerage firm with respect to your account. Please direct any questions you may have to your financial professional about the functions allocated between your brokerage firm and the Clearing Firm. If, however, you have questions concerning those areas for which the Clearing Firm is responsible which your financial professional cannot answer, please feel free to contact us as follows:

Correspondent Relations @ 612-371-7830

Sincerely,

RBC Correspondent Services

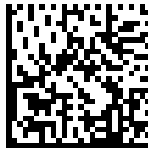
A Division of RBC Capital Markets, LLC

PROTECTING YOUR ASSETS

Securities in your account are protected up to \$500,000 (cash up to \$250,000) by the Securities Investor Protection Corporation (SIPC). RBC Capital Markets, LLC has purchased an additional policy covering up to \$99.5 million per SIPC qualified account, subject to a maximum aggregate for RBC Capital Markets, LLC of \$400 million. This protection applies to the physical loss or destruction of your securities; it does not apply to any decline in the market value of your securities. Other investments shown on your statement but not held at RBC Capital Markets, LLC may not be protected by SIPC or private insurance policies purchased by RBC Capital Markets, LLC. For more details, please talk to your financial professional or call SIPC at (202) 371-8300 for a brochure or visit www.sipc.org.

INVESTMENT OBJECTIVES DEFINED

- **Preservation of Principal/Income** – The investment goal is capital preservation and generation of current income.
- **Balanced Growth** – The investment goal is a balance between capital appreciation and wealth preservation.
- **Growth** – The investment goal is capital appreciation.
- **Aggressive Growth/Aggressive Income** – The investment goal is significant capital appreciation and/or income generation.
- **Speculation** – The investment goal is to maximize capital appreciation.



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PARTIAL REDEMPTION OF CALLABLE SECURITIES

Securities with call features may be called in whole or in part. The following information describes the partial redemption procedures established at RBC Correspondent Services, a division of RBC Capital Markets, LLC ("RBC CS"), member NYSE/FINRA/SIPC.

Partial Redemptions

In a partial redemption, the issuer elects to exercise or call only a portion of the outstanding par value of the security outstanding. In such a case, some investors may have all or a portion of their position redeemed, while others may not have any portion of their position redeemed. It should also be noted that the issuer, not the investor, has the right to exercise a call or redemption.

Description of Partial Redemptions Allocation Process

The redemption process begins when an issuer notifies the Depository Trust Corporation ("DTC") that it will exercise a partial call of the shares outstanding for a specific issue. DTC provides depository services to approximately 3.5 million security issues located in the United States and other countries. The issuer provides the specific security and the amount to be redeemed. After receiving a redemption notice from the issuer, DTC, using an impartial, random lottery system, allocates security positions to broker-dealers that hold securities in "street name." In a partial call, participants may not receive an allocation from DTC because of the random lottery process.

Upon notification of a partial call by an issuer, a third-party vendor of RBC CS conducts a lottery to allocate the calls in a fair and impartial manner among customers holding the specific security.

Partial Redemption Lottery System

FINRA Rule 4340 requires, among other things, that RBC CS have procedures that are fair and impartial to allocate securities to be redeemed or selected in the event of a partial redemption or call. When a partial call is offered on terms favorable to owners of the security, the member firm must take measures to prohibit the allocation of the call to its "proprietary accounts or those of an affiliate or certain associated persons, before all of its customers' security positions have been redeemed. Likewise, if a redemption or call is made on unfavorable terms, a firm may not exclude its position from those that may be called or put itself 'last in line.'"

RBC CS engages a third-party vendor to administer its lottery system for partial calls. The lottery system is designed to allocate calls for redeemed securities in a fair and impartial manner, and is consistent with regulatory guidance, including, among others, FINRA's Regulatory Notices 14-05 and 08-21, FINRA Rule 4340, and MSRB Rule G-17. Specifically and as described in the rule, RBC CS uses a type of lottery system that ensures that the probability of any unit held by a customer included in a partial call is proportional to the holdings of all customers for the specific security. It should be noted that the lottery system used by RBC CS' third-party vendor does not allocate the securities to customers on a pro-rata basis.

The lottery performed by RBC CS' third-party vendor begins with the identification of the number of units in each customer's account for the specific security called. Each unit is entered in the lottery process. Units per customer are determined by dividing the total par value of the customer's position by the unit of trade for the redemption. As an example, a customer with a \$40,000 position in the security when the unit of trade for the partial call is \$20,000 would have two units entered into the lottery. Similarly, a customer who owns \$200,000 would have 10 units in the lottery. Although each unit has the same probability in the lottery, the chance of a customer receiving a partial redemption is based on the number of units each customer has entered in the lottery.

The lottery procedures for callable securities may be found on RBC CS' website at www.rbcwm-usa.com/legal/rbc-cs. A printed copy of these procedures may be requested from your financial professional.

Client Rights

If a security is eligible for registration in a client's name, the client reserves the right to withdraw uncalled, fully paid securities or excess margin securities (provided the account is not subject to a Regulation T restriction or such withdrawals will not cause a Rule 4210 under-margined condition) from the account at any time prior to the issuer making notification of redemption.

IMPORTANT NOTICE REGARDING SECURITIES LENDING

RBC Capital Markets, LLC lends securities it has in its possession to enable short sale activity and may receive compensation in connection with the lending of such securities. Securities in your brokerage account that are not fully paid for and held in an RBC Express Credit account may be loaned by RBC CM to be used for such short sales. If the securities in your brokerage account are fully paid for, RBC CM may not use the securities for lending purposes without your consent which you may withhold.

AUTOMATIC SWEEP INVESTMENT (ALSO KNOWN AS A "CASH SWEEP")

By selecting an Automatic Sweep Investment option on my account opening documents or providing specific authorization to my financial professional, I acknowledge that I am granting affirmative consent to have free credit balances in my account included in the Cash Sweep program and have received the general terms and conditions of the products available through the Cash Sweep program, and such products and terms and conditions may be changed from time to time by RBC CM. My selection of an Automatic Sweep Investment option is a specific authorization for RBC CM to invest or transfer free credit balances in my account according to the general terms and conditions of the products available under the Cash Sweep program. RBC CM may change my Automatic Sweep Investment option, including changes between money market funds and FDIC insured products, upon appropriate notice to me and in accordance with applicable regulations. On all accounts that have an Automatic Sweep Investment feature, with the exception of the Standard Account and the Standard Checking Account as noted below, any available cash balance in the account at the end of each business day will be automatically invested or deposited in your designated Automatic Sweep Investment on the next business day. In a Standard Account or Standard Checking Account, if the available cash balance amount is less than \$1,000, it will be automatically invested or deposited into the designated Automatic Sweep Investment on either the first business day of the following week or the first business day of the month (whichever occurs first).

The Automatic Sweep Investment options available through RBC CM include money market funds managed by RBC Global Asset Management (U.S.) Inc., an affiliate of RBC CM, certain Federated money market funds, RBC Insured Deposits and RBC CM's Credit Interest Program ("CIP"). CIP is a cash investment alternative whereby the interest rate is established by RBC CM based on prevailing market conditions and is subject to change periodically. There are different Automatic Sweep Investment options available for different types of accounts.



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AUTOMATIC SWEEP INVESTMENT (ALSO KNOWN AS A "CASH SWEEP") CONTINUED

An available cash balance may be created in your account through various methods. Examples include a deposit of funds, dividend and interest payments, or the sale of a security. Accounts that are established solely for execution purposes such as delivery versus payment (known as DVP) and receive versus payment (known as RVP) do not have an Automatic Sweep Investment feature.

On checks deposited into an account, there is a two business day hold on the investment or deposit in the designated Automatic Sweep Investment.

You may change your choice of Automatic Sweep Investment from time-to-time upon notification and acceptance by RBC CM. If you fail to select an Automatic Sweep Investment option and the account is a retirement account that is participating in the RBC CM investment advisory program, your Automatic Sweep Investment option will be assigned as explained in the Advisory Program Terms and Conditions.

Dividends and interest (and capital gains or losses) are accrued daily starting on the date of investment or deposit into the Automatic Sweep Investment through the business day prior to the date of withdrawal or redemption from the Automatic Sweep Investment. For money market fund sweep options, dividends (and capital gains and losses) are made payable into your account in cash for systematic disbursement, or reinvested into the designated Automatic Sweep Investment, on the last business day of the month. For CIP, interest is made payable into the Account in cash on the fourth to last business day of the month.

Investors in each Automatic Sweep Investment option indirectly pay a proportionate share of the expenses related to the management of that particular cash investment option. More specifically, investors in the money market funds managed by RBC Global Asset Management (U.S.) Inc., indirectly pay a proportionate share of each Fund's investment management fees payable to RBC Global Asset Management (U.S.) Inc., an affiliate of RBC CM.

It is your responsibility to monitor your Automatic Sweep Investment option. The return on the Automatic Sweep Investment option, as well as your personal financial circumstances, may change over time. And, depending on your circumstances, it may be in your best interest to change your Automatic Sweep Investment option or invest cash balances in products offered outside of the Automatic Sweep Investment program that are consistent with your investment objectives and risk tolerance. For additional details regarding the Automatic Sweep Investment options and other investment options, you should consult with your financial professional and/or review offering documentation such as a prospectus for a particular investment option.

RBC CM does not have any duty to monitor your Automatic Sweep Investment option for your Account or make recommendations about, or changes to, the Automatic Sweep Investment program that might be beneficial to you.

Credit Interest Program ("CIP"). You agree that any deposit of funds into CIP is with the intention of ultimately investing such funds in securities, and not as a long-term, interest-bearing investment. You acknowledge that CIP has not caused you to refrain from depositing these funds in a bank or retirement Account or from purchasing from a bank any debt instrument. You understand that under applicable federal securities laws and the rules of the New York Stock Exchange, Inc., free credit balances may not be maintained in your Account solely for the purpose of earning interest. In order to ensure that you are protected at all times, you must notify your financial professional promptly if any of your funds in CIP are no longer being held for the purpose of purchasing securities. RBC CM assumes no responsibility for any cash balances not protected by SIPC if such cash is held for a purpose other than the purchase of securities.

You also understand that RBC CM may discontinue or change its policies and procedures with respect to CIP at any time and that RBC CM is not contractually or otherwise obligated to pay interest on funds held in CIP.

NON-TRANSFERABLE SECURITIES

RBC CM reserves the right to remove from clients' accounts any securities that have no known transfer agent or administrator. The absence of a transfer agent or administrator means that a security cannot be transferred into the name of a new owner and thus cannot be traded, and it is a strong indicator that a security's issuer is inactive or insolvent. RBC CM removes any security that has had this characteristic for a period of six years or longer.

Removed securities are reported on the client's year end tax statement. Affected clients should consult their tax advisor for an opinion on whether they may claim a tax loss. Clients may request, through their financial professional, to receive a letter stating that there is no known current market for the removed security; however, the letter should not be considered to be conclusive evidence of a security's worthlessness.

RETURNED CORRESPONDENCE

If correspondence to a client is returned to RBC CM as undeliverable or RBC CM is otherwise unable to locate a client, RBC CM may, but is not required to, terminate all standing instructions for the client's account, including transfers of securities or cash in or out, good until cancelled orders, and automatic investment elections (including any dividend reinvestment plans and periodic purchases and sales of mutual funds). RBC CM will not be required to take any action with regard to the account or any property in the account, including participating in any voluntary reorganizations or other offerings made by issuers of securities in the account. Any fees applicable to the account, including account maintenance fees, will continue to be charged against existing assets in the account.

IMPORTANT NOTICE REGARDING DELIVERY OF SHAREHOLDER DOCUMENTS AND ACCOUNT DOCUMENTS

For clients who do not take advantage of online access for suppressing shareholder document mailings, and that have an account that is shared by two or more clients at the same address that also have the same last name, or that we reasonably believe to be in the same family, we will mail a single prospectus, annual report or other shareholder document to the address.

If you would like to continue receiving separate shareholder documents, you must notify us within 60 days of the date of this mailing by calling 1-800-933-9946. Failure to notify us within 60 days implies your consent to this change. Your consent will remain until such time as you revoke it. You may revoke your consent at any time by calling 1-800-933-9946. We will begin sending separate shareholder documents to you within 30 days of the date when you revoke your consent.

In addition, where two or more clients share the same address, we may consolidate some or all of the account statements, summaries, and other account documents for such client accounts in the same envelope. This practice is known as "householding." Accounts may be added to or excluded from householding as clients move to or from the address to which the household account statements were sent. Additionally, the individual selected to receive the household account statements may also change over time. If you wish to opt out of householding and receive statements for each account in separate envelopes, please contact your financial professional listed on the account statement.

FACTS

WHAT DOES RBC CAPITAL MARKETS, LLC DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Assets and investment experience
- Account balance and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons RBC Capital Markets, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does RBC Capital Markets, LLC share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates to market to you	Yes	Yes
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call 1-844-937-2296 (toll-free) — our menu will prompt you through your choices(s).
- Visit us online: <https://secure.rbcwm-usa.com/optout>.
- Your choice to limit marketing offers from our affiliates will apply until you tell us to change your choice. You do not need to act again if you have already made a choice to limit marketing offers from our affiliates and have not told us to change your choice.

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share information about you as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 1-844-937-2296 (toll-free) or go to www.rbc.com/privacysecurity/ca/index.html.



Who we are	
Who is providing this notice?	RBC Capital Markets, LLC, which includes the divisions of RBC Wealth Management, RBC Correspondent Services and RBC Advisor Services.
What we do	
How does RBC Capital Markets, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does RBC Capital Markets, LLC collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or seek advice about your investments ■ buy or sell securities or make deposits/or withdrawals ■ enter into an investment advisory contract
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	We limit sharing by individuals, not accounts. Your choices will apply to you individually and to everyone with whom you hold an account jointly at the time you make your choices. You must tell us at or after the time you open or hold an account jointly with someone else if you wish to apply your choices to them.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include: <ul style="list-style-type: none"> ■ Companies with an RBC name, such as Royal Bank of Canada; RBC Wealth Management; RBC Capital Markets, LLC; and RBC Bank (Georgia), N.A. ■ Companies with a City National name, such as City National Bank; City National Securities, Inc; and City National Rochdale, LLC. ■ Symphonic Financial Advisors, LLC; RIM Securities, LLC; Symphonic Securities, LLC; Datafaction, Inc.; Symphonic Insurance, LLC; LMCG Investments, LLC; Convergent Wealth Advisors, LLC; and Mid-Continent Capital, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ RBC Capital Markets, LLC does not share with nonaffiliates to market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ RBC Capital Markets, LLC does not jointly market.
Other important information	
<p>RBC Capital Markets, LLC has entered into a Protocol for Broker Recruiting with certain other brokerage firms under which your RBC Capital Markets, LLC financial advisor may take your personal information—specifically, your name, address, telephone number, email address, and account title—in the event your financial advisor leaves RBC Capital Markets, LLC and joins one of the other member brokerage firms. If you are an RBC Wealth Management client and choose to limit this sharing, RBC Capital Markets, LLC will notify your financial advisor of your decision to keep your personal information confidential and that you do not want your personal information shared by your financial advisor with his/her new firm. To limit this sharing, call 1-844-937-2296 (toll-free) Monday – Friday, 8:00am – 4:30pm CT.</p> <p>While this privacy notice also describes the privacy practices of RBC Correspondent Services and RBC Advisor Services, RBC Capital Markets, LLC does not share information regarding accounts carried by those firms to affiliates for their marketing purposes; therefore, holders of those accounts do not need to opt out.</p> <p>For Vermont Members/Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.</p> <p>Additional information concerning our privacy policies can be found at www.rbc.com/privacysecurity/ca/index.html or call 1-844-937-2296 (toll free).</p> <p>For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.</p>	

California Privacy Notice

This CALIFORNIA PRIVACY NOTICE supplements the information contained in the Privacy Statement of RBC Capital Markets, LLC (“we”, “us”, “our”) and applies solely to the rights of California residents with respect to “Personal Information” as defined in the California Consumer Privacy Act (“CCPA”). Any capitalized terms used in this policy have the same meaning as in the CCPA unless otherwise defined.

Personal Information We Collect

As used in this California Privacy Notice, “personal information” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include: (i) publicly available information from government records; (ii) de-identified or aggregated consumer information; or (iii) personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA) and the Gramm-Leach-Bliley Act (GLBA).

We have collected the following categories of personal information from consumers within the preceding twelve (12) months:

- A. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers.

Source—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

Business purpose for collection—We collect this data to market to clients and potential clients and service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) such as name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

Source—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

Business purpose for collection—We collect this data to market to clients and potential clients and service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

- C. Protected classification characteristics under California or federal law such as age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Source—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

Business purpose for collection—We collect this data to market to clients and potential clients and service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

- D. Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Source—We collect this data from the consumer, the consumer’s transactions within an account, counterparties to these transactions, and from government agencies, registries or public records.

Business purpose for collection—We collect this data to comply with applicable law, market to clients and service clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, preventing fraud, processing payments, providing advertising or marketing services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

- E. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.

Source—We collect this data from reviewing the consumer's electronic browsing history on our website.

Business purpose for collection—We collect this data to market to clients, provide advertising or marketing services, or similar services, and prevent fraud.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf.

- F. Geolocation data.

Source—We collect this data from reviewing the geolocation data revealed when a consumer accesses our website.

Business purpose for collection—We collect this data to market to clients, provide advertising or marketing services, or similar services, and prevent fraud.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf.

- G. Audio, electronic, visual, thermal, olfactory, or similar information.

Source—In compliance with any applicable notice requirements, we may record phone calls.

Business purpose for collection—We collect this data as may be required by law or to verify trade or other instructions given to us.

Parties with whom information was shared—We share this information with service providers so that they can store information on our behalf.

- H. Professional or employment-related information.

Source—We collect this data from the consumer.

Business purpose for collection—We collect this data to service existing clients, including maintaining or servicing accounts, providing advertising or marketing services, providing analytic services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf.

- I. Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).

Source—We collect this data from the consumer.

Business purpose for collection—We collect this data to service existing clients, including maintaining or servicing accounts, providing advertising or marketing services, providing analytic services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf.

- J. Inferences drawn from any of the above information to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Source—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

Business purpose for collection—We collect this data to market to clients and potential clients, providing advertising or marketing services, providing analytic services, or providing similar services.

Parties with whom information was shared—We share this information with service providers so that they can process information on our behalf.

Personal Information We Sell

We do not sell personal information and have not sold consumer's personal information in the preceding twelve (12) months.

Consumer Rights under CCPA

The CCPA provides Consumers with certain rights regarding their Personal Information. If you are a Consumer (hereafter "you" or "your" refers to a Consumer), this notice describes your CCPA rights and explains how to exercise your rights.

Right to Access

You have the right to request, up to 2 times every 12 months, that we disclose to you the following:

The categories of personal information we have collected about you.

The categories of sources from which such personal information is collected.

The business or commercial purpose for collecting your personal information.

The categories of personal information about you disclosed for a business purpose during the last 12 months and the categories of third parties to whom such personal information was disclosed.

The specific pieces of personal information we have collected about you.

You have the right to request a portable copy of your Personal Information.

We will disclose the applicable information specified above to you upon receipt of your verifiable consumer request. **See "Submitting a Verifiable Consumer Request" section below.**

Right to Deletion

You have the right to request that we delete any personal information about you which we have collected from you, subject to certain exceptions allowed under applicable law.

Submitting a Verifiable Consumer Request—How to Exercise Rights of Disclosure or Deletion

We are required to provide the information specified above to you, or delete information in response to your request, only upon receipt of a verifiable consumer request. Your request must provide information to us that enables us to verify your identity (and, as applicable, of your authorized representative) in order for us to respond to your request. Upon receiving a request pursuant to this Policy, we will confirm receipt within 10 days and provide you with information about how we will verify and process the request. We will take reasonable steps to verify your identity (or the identity and authority of your authorized representative) prior to responding to your requests under CCPA. You agree to respond to reasonable requests by us for additional information to enable us to verify your identity in connection with your requests for information or deletion of information under the CCPA.

You may submit a verifiable consumer request after January 1, 2020 by

Contacting us by telephone at 1-844-937-2296 (toll free) between 8:00 a.m. and 4:30 p.m. Central Time

Completing a request form at <https://infonet.corp.isib.net/tools/cpa>

Once your request is verified, we will promptly take steps to disclose and deliver, free of charge to you, the personal information required by the CCPA. We will deliver the information to you by mail or electronically within 45 days of receipt of your request, or such additional time as may be permitted under the CCPA.

Right to Nondiscrimination

We will not discriminate against you because you elect to exercise any of your rights under the CCPA including, but not limited to:

Denying goods or services to you.

Charging you different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties on you.

Providing a different level or quality of goods or services to you.

Suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

None of the foregoing, however, prohibits us from charging you a different price or rate, or from providing a different level or quality of goods or services to you, if that difference is reasonably related to the value provided to us by your data.

Security of Personal Information

We seek to protect Personal Information by implementing and maintaining reasonable physical, electronic, and procedural security measures and safeguards designed to protect Personal Information within our organization. We provide employee training in the proper handling of Personal Information.

Updates

This California Privacy Notice was last updated on November 15, 2019. We may modify this California Privacy Notice at any time. For questions concerning our privacy policies and practices, you may contact us by telephone at 1-844-937-2296 (toll free) between 8:00 a.m. and 4:30 p.m. Central Time.