

SECURITIES LENDING AUTHORIZATION AGREEMENT

This instrument dated June 29 1999 is by and between THE LYNDE AND HARRY BRADLEY FOUNDATION, INC., as Lender, and THE NORTHERN TRUST COMPANY, as securities lending agent ("Agent"), and governs the lending of U.S. and non-U.S. securities ("Securities") by Agent as agent for Lender from one or more of Lender's accounts in the custody of Agent (collectively the "Account"). This Agreement includes as attachments Schedule A, the Borrower Schedule attached thereto, Schedule B, the Collateral Schedules attached thereto, Schedule C, the Borrowing Agreements attached as Annex I and the De Minimis rules attached at Annex II, all of which, together with any substitutions therefor, are incorporated herein. Certain capitalized terms used herein are defined in section 12 below.

1. **Authorization.** Lender hereby appoints Agent to lend Securities of the Account in accordance with the terms of this Agreement and authorizes Agent to lend its Securities to one or more Borrowers selected by Agent who are listed or described on Schedule A attached hereto.
2. **Agent's Responsibility as to Loans.** Before entering into any Loan with a Borrower, Agent shall be responsible for the following:
 - 2.1 Agent shall enter into a Borrowing Agreement with the Borrower, the terms of which may vary depending upon the country of domicile of the Borrower, the jurisdictions in which the Borrower does business, any separate negotiation between Agent and Borrower and other factors, but shall comply in all material respects with the requirements of this Agreement concerning the Borrowing Agreement. Copies of sample forms of Borrowing Agreements currently offered to borrowers are attached hereto as Annex 1.
 - 2.2 Upon receipt of notice from a Borrower of its desire to borrow Securities upon stated terms, Agent shall determine the account or accounts from which to loan Securities by using Agent's impartial sequential systems that match Loan requests with the accounts of Agent's various Participating Lenders holding eligible Securities.
 - 2.3 Agent shall obtain from the potential Borrower the most recent audited statement of its financial condition and the most recent unaudited statement of its financial condition, if more recent than the audited statement, and shall make a reasoned determination that the potential Borrower is creditworthy. In addition, the Agent shall analyze the creditworthiness of the Borrower no less often than monthly and shall monitor the exposure to each Borrower on a daily basis.

2.4 Agent shall require the Borrower to furnish, with respect to each Loan, or agree in the Borrowing Agreement that each Loan shall constitute, a representation that there has been no material adverse change in its financial condition since the date of the most recent financial statement furnished pursuant to the preceding paragraph.

3. **Collateral.** In the lending of Borrowed Securities, protection is afforded by the collateral received from a Borrower pursuant to the terms of the Borrowing Agreement. All collateral so received, and all investments of cash collateral, shall be held either in the physical custody of Agent or for the account of Agent by an agent or subcustodian of Agent or a central bank, depository or clearing corporation acting as a depository.

3.1 Lender shall select a Collateral Section from among those described in the Collateral Schedules attached to Schedule B of this Agreement by completing and signing the enclosed Collateral Section Option Form (Schedule B) and returning it to Agent. By selecting a particular Collateral Section, Lender shall have authorized Agent, in Agent's discretion, (1) to accept as Collateral any of the types of collateral described in the Collateral Schedule for the Collateral Section, (2) to accept in exchange for Borrowed Securities Collateral having a Market Value not less than the minimum value specified in the Collateral Schedule for that Collateral Section, (3) to invest any cash Collateral for such Loans in any of the types of eligible investments described in the Collateral Schedule for that Collateral Section and (4) otherwise to act with respect to Collateral in compliance with the applicable Collateral Schedule then in effect. In the absence of any effective selection of a Collateral Section, Lender shall be deemed to have selected the Core U.S.A. Collateral Section, as defined in the Collateral Schedule for that Collateral Section.

3.2 Within each Collateral Section, cash Collateral shall be invested, either separately in the case of Term Loans (as hereinafter defined) or otherwise in one or more pooled investment funds, in accordance with the investment restrictions described in the Collateral Schedule for that Section. Pooled cash Collateral shall earn an average rate of return, determined daily, based on the earnings of each fund, and cash Collateral invested in connection with a Term Loan may earn either a fixed or variable return during the term of the Loan.

3.3 For purposes of investments of cash Collateral, the designation by Lender of a collateral investment option for the Account pursuant to this Agreement shall prevail over any contrary provisions of any other instrument between the parties concerning investment of cash of the Account.

3.4 Agent reserves the right to add additional Collateral Sections (with corresponding Collateral Schedules), to divide or discontinue existing Collateral Sections, to limit participation in any Collateral Section or to change any of the essential characteristics of any Collateral Section; provided, however, that Lender

shall be given at least 30 days' advance written notice of any material change in the Collateral Sections. Agent may also at its discretion provide unique collateral options to particular Participating Lenders, who will participate in the loan allocation system described in paragraph 2.2, but may not participate in any Collateral Section.

3.5 The risk of any loss of Collateral or investment of cash Collateral (including a loss of income or principal, or loss of market value thereof) lies with the Participating Lenders, except for losses resulting from the negligence or intentional misconduct of Agent in performing the duties allocated to it under this Agreement with respect to Collateral or other breach by Agent of this Agreement and except to the extent losses are required to be shared by the Agent under the applicable Collateral Schedules. Each loss for which Participating Lenders are liable is to be borne by the specific Participating Lenders whose Loans are thereby affected, except as provided in paragraph 3.5.1 below.

3.5.1 Because Securities become available for loan in an arbitrary sequence and because it cannot be predicted within a Collateral Section what type of Collateral a Borrower will furnish, all Participating Lenders within a Collateral Section are deemed to have a relatively equal opportunity to profit from the lending of Securities. In return for that opportunity, losses within any Collateral Section (for which Agent is not liable) resulting from a Collateral Deficiency (as hereafter defined) are allocated pro rata among all the Participating Lenders within the Collateral Section as of the date the Collateral Deficiency occurs, based on each Participating Lender's portion of the total Market Value of Borrowed Securities attributable to the Collateral Section on that date.

3.5.2 Lender shall pay to Agent, upon Agent's written demand therefor, such amounts as are reasonably requested by Agent from time to time to satisfy the Lender's obligations under this Agreement or any Collateral Schedule with respect to Collateral Deficiencies. Such written demand shall specify with reasonable particularity the nature and amount of the relevant Collateral Deficiency and such other information as will reasonably enable the Lender to determine the validity and amount of the Collateral Deficiency allocable to it. In the event that Lender fails either to pay such amount or to object in writing to such demand within two Business Days after receipt thereof, the Agent is authorized to charge such amount to or against the property of the Lender at any time in the possession of Agent. In the event Lender objects to any amount later determined to have been due and payable, simple interest shall accrue at the Treasury Rate on the unpaid amount from the date of objection until paid.

3.5.3 In the event Agent incurs an obligation to Lender under section 16 of this Agreement due to a Borrower Filing and at the same time a Collateral Deficiency exists in a relevant Collateral Section which the Participating Lenders in that Collateral Section are required under the terms of this Agreement to restore, then for purposes of determining the amount of Agent's obligation under section 16,

the Market Value of the Collateral of the defaulting Borrower shall be determined as if the Collateral Deficiency had been fully restored.

3.6 In the event Lender has selected the Global Core Collateral Section on Schedule B, the Collateral Schedule Option Form, because a significant portion of the U.S. Dollar and Euro cash collateral funds of the Global Core Collateral Section will be invested in the cash collateral funds of other Collateral Sections, Lender will be liable for any Collateral Deficiencies in those other Collateral Sections (for which Agent is not liable), in addition to any liability Lender may have for Collateral Deficiencies in the Global Core Collateral Section, based on (1) the extent to which the Global Core Collateral Section participates in those other Collateral Sections at the time such Collateral Deficiency occurs and (2) the extent to which Lender participates in the Global Core Collateral Section at that time.

4. Collateral Margin.

4.1 The Borrowing Agreement shall provide that at the time a Loan is made there shall be a transfer of Borrowed Securities against a transfer (occurring prior thereto or, in the case of Securities transferred through a depository, central bank or clearing organization, before the close of the same business day in accordance with the rules, customs and practices of that depository, bank or organization) of Collateral having a Market Value equal to such percentage of the Market Value of the Borrowed Securities as Agent and the Borrower shall agree; provided that such percentage shall not be less than the minimum percentage (not less than 100% of the initial Market Value of the Borrowed Securities) required in the applicable Collateral Schedule for Loans from the Account.

4.2 Each business day the Agent and the Borrower shall determine the Market Value of the Collateral and the Borrowed Securities. If on any business day the Market Value of all the Collateral shall be less than the Required Value (as hereinafter defined), Agent shall demand from the Borrower, subject to a de minimis rule of change in value appropriate to the Collateral Section, additional Collateral so that the Market Value of the additional Collateral, when added to the Market Value of the Collateral previously delivered to Agent, shall equal the Required Value.

4.3 If on any business day the Market Value of all the Collateral shall be greater than the Required Value, Agent shall, upon request from the Borrower, subject to a de minimis rule of change in value appropriate to the Collateral Section, redeliver to Borrower such amount of Collateral selected by Borrower so that the Market Value of all Collateral equals the Required Value.

4.4 A copy of the De Minimis rules of change in Market Value currently in effect is attached hereto as Annex II.

5. Termination of Loans; Remedies upon Default.

→ 5.1 [Agent shall retain the right pursuant to the terms of the Borrowing Agreement to terminate a Loan at any time, whereupon the Borrower shall deliver Equivalent Securities to Agent within (a) the customary delivery period for such Securities, (b) five business days or (c) the time negotiated for such delivery by Agent and the Borrower, whichever period is least, and Agent shall concurrently therewith deliver collateral identical to the Collateral to the Borrower. In addition, a Borrower may terminate a Loan at any time upon notice to Agent and by delivery to Agent of Equivalent Securities. Lender shall have the right to direct Agent to terminate a Loan (a) if Lender or its agent has entered into a binding contract to sell, exchange or otherwise dispose of the Borrowed Securities or (b) by terminating this Agreement pursuant to section 14.1 hereof.

5.2 Agent shall terminate all Loans of Lender's Securities to a Borrower, and make no further Loans of Lender's Securities to that Borrower, (1) if it is prudent to do so based on Information (as hereinafter defined) or (2) if Lender so requests in writing (which shall include a facsimile transmission).

5.3 If upon termination of a loan a Borrower shall fail to deliver Equivalent Securities, Agent shall promptly exercise the remedies available to it under the relevant Borrowing Agreement and applicable law, customs and practices for the benefit of the Participating Lender or Lenders thereby affected. Agent shall have the right to, and in the event of a Filing with respect to a Borrower or a failure to return Borrowed Securities upon a sale of the Borrowed Securities by the Lender shall, purchase Equivalent Securities, apply the Collateral to the payment of the purchase price of the Securities purchased, any other obligations of the Borrower under the Borrowing Agreement and all reasonable related expenses, and either pay to the Borrower any amounts then remaining, or demand from the Borrower any amounts then due and owing, all in accordance with the requirements of applicable law. All recoveries for the benefit of Lender under this paragraph shall be credited to Lender's account when received. Lender hereby authorizes Agent, as Lender's agent and Nominee, to exercise on behalf of Lender all remedies (including rights of set-off) otherwise available to Lender under all applicable U.S. and non-U.S. laws in order to secure the return of Equivalent Securities (or their value) to Lender.

5.4 If Borrowed Securities which are the subject of a Loan have been sold and the Agent receives timely notification of sale as provided in the Agent's Investment Manager Liaison Group Guidelines (U.S.) or Service Standards (U.K.) as in effect from time to time during the term of this Agreement (the "Manager Guidelines"), and the Borrower fails to return the Borrowed Securities within the applicable settlement period, Agent shall, in accordance with the Manager Guidelines, either (a) advance funds without charge to the Lender's Account in an amount equal to the net sale proceeds (where the sale proceeds are needed to pay for a contemporaneous purchase of securities for the Account) or (b) credit the Lender's Account with interest at the rate specified in the Manager Guidelines from the date sale proceeds were due in the Account until the date such proceeds are actually received (where

the sale proceeds are to be retained in the Account). In addition, Agent shall within a reasonable time credit Lender's Account with the net sale proceeds irrespective of receipt by the Agent of the Borrowed Securities, unless (and to the extent) Agent has previously advanced such amounts to the Account in accordance with the Manager Guidelines. Lender waives any right to the Loan Premium or Loan Rebate Fee otherwise payable with respect to any Loan during any period in which protection under this paragraph 5.4 is being provided.

6. Distributions; Voting, etc.

6.1 Lender acknowledges that during the term of any Loan the Borrower shall hold all incidents of ownership with respect to the Borrowed Securities, including but without limitation the rights to vote the Borrowed Securities and to transfer or loan Borrowed Securities to others.

6.2 The Borrower shall, in accordance with the terms of the Borrowing Agreement, be required to pay to Agent the equivalent (sometimes called a "manufactured" payment) of all distributions made by the issuer of the Borrowed Securities during the term of a Loan to which the Lender would have been entitled had the Securities not been loaned, including, but not limited to, cash dividends, interest payments, shares of stock as a result of stock splits and stock dividends and the rights to purchase additional Securities. All such equivalent payments shall be subject to any requirements of applicable taxing authorities concerning withholding of tax on such payments. In the case of distributions that would have been subject to tax withholding at source, Agent shall demand from the Borrower the full amount of cash distributions made by the issuer of such securities with respect thereto, regardless of whether the amount Lender would have received if the Borrowed Securities had not been lent to the Borrower might have been reduced by the amount of such withholding. Agent shall credit to the Account the net amount of all such equivalent cash payments on the payable dates thereof, reserving the right to reverse any credit for distributions not made by the issuer. Agent shall pay to the Borrower the distributions Agent receives on Borrower's Securities that are received as Collateral.

6.3 During the term of any Loan, the Agent may not hypothecate or encumber any Collateral in the absence of a Default (as defined in the relevant Borrowing Agreement) by the Borrower; and in the absence of a Default the Borrower shall be entitled to any distributions made by the issuer of securities held as Collateral to which the Borrower would have been entitled had the securities not been held as Collateral.

6.4 The rates of tax withholding or credit used to determine the amount of any manufactured payment of cash by a Borrower with respect to Borrowed Securities shall be determined and agreed to by Agent at the time a Loan is made and shall not thereafter be subject to retroactive adjustment for any reason. Agent shall have no liability for errors made in determining such amounts, if Agent acted in good faith

and without negligence based on all the most current relevant information in the possession of Agent at that time.

7. Revenues.

7.1 Lender's Net Revenue during any period shall consist of (a) in the case of cash Collateral, the aggregate income derived from the investments of cash Collateral during the period, net of (i) any applicable payment or withholding of tax, (ii) aggregate Rebate Fees paid or accrued to the Borrowers pursuant to the Borrowing Agreements and (iii) certain expenses, adjustments and charges as disclosed in this Agreement, the applicable Collateral Schedules or which have been disclosed in the annual financial statements of the applicable Collateral Sections, and (b) in all other cases, the aggregate loan Premiums or Loan Fees paid by the Borrowers pursuant to the Borrowing Agreements; reduced by any applicable payment or withholding of tax.

7.2 Lender's Net Revenue shall be credited by Agent monthly to the appropriate Account, provided that Agent may simultaneously deduct from the Account, as compensation for Agent's services under the securities lending program, a fee equal to such amounts as shall be agreed upon in writing from time to time by the parties and set forth in Schedule C attached hereto.

8. Reports. Within approximately two weeks after the end of each month, Agent shall furnish to Lender a statement of account for the month listing the Borrowed Securities, the Borrowers to whom they have been lent, the Loan revenue received therefrom and the fees of the Agent.

9. Concerning the Agent.

9.1 Agent shall administer the securities lending program in conformity with the applicable laws governing each Loan and all rules, regulations and exemptions from time to time promulgated and issued under the authority of those laws. In the event of a change in the securities lending program necessitated in order to comply with a change in applicable laws, rules, regulations or exemptions, Agent shall notify Lender thereof and such change shall be deemed to be a part of this Agreement.

9.2 Agent shall not be responsible for delays or failures in performance caused by circumstances reasonably beyond Agent's control, including but not limited to fires, storms, earthquakes and other similar occurrences, power outages, work stoppages, closure or malfunctioning of central banks, securities exchanges, or depositories, defaults by subcustodians chosen by Agent in the exercise of reasonable care, political disturbances (such as strikes or riots), and breakdowns in governmental functions of all types (including police, fire, postal services, utilities).

9.3 Agent may at its discretion, but shall not be required to, make loans or advances to any fund or Participating Lender in order to provide temporary liquidity

to the fund or Lender as a result of a Collateral Deficiency. Agent shall be entitled to simple interest at the Treasury Rate for such advances or loans if provided, in addition to Agent's other compensation hereunder, which shall be charged among Participating Lenders in the same manner as the Collateral Deficiency.

9.4 Regardless of any other provision of this Agreement or any Collateral Schedule, in no event shall Agent be liable for any loss of Collateral, or any investment of cash Collateral, unless such loss was the direct result of the negligence or intentional misconduct of Agent or other breach of this Agreement.

10. **Representations and Warranties.** The parties hereby make the following representations and warranties to each other, each of which shall continue throughout the term of this Agreement and of each Loan hereunder.

10.1 Agent hereby represents and warrants as follows:

10.1.1 It has all necessary corporate and governmental authority to execute and deliver this Agreement, to engage in the transactions contemplated hereby and to perform its respective obligations hereunder.

10.1.2 It has, or at the time of any relevant Loan shall have, obtained all necessary approvals of applicable governmental and self-regulatory organizations (including approval by Inland Revenue as an agent for the purposes of stock lending regulations and an approved UK collecting agent), and satisfied all conditions and qualifications imposed by applicable taxing authorities, necessary in order to comply with all statutes, laws, rules and regulations applicable to that Loan.

10.2 Lender hereby represents and warrants as follows:

10.2.1 It has taken all corporate action and obtained all necessary governmental, administrative, and other approvals necessary to execute and deliver this Agreement, to engage in the transactions contemplated hereby and to perform its obligations hereunder.

10.2.2 It is not restricted under the terms of its constitution, by statute, rule or regulation or in any other manner from lending Securities to Borrowers in accordance with this Agreement or from otherwise performing its obligations hereunder.

10.2.3 It is absolutely entitled to pass full ownership of all Securities provided hereunder to Borrowers free from all liens, charges and encumbrances.

11. **Disclosure and Confidentiality.** Lender authorizes Agent to disclose, to any Borrower who at any time so requests, (1) Lender's name; (2) the fact that Lender has authorized Agent to lend its Securities to the Borrower; (3) the fact that specific Securities loaned to the Borrower are owned by Lender; and (4) any publicly

available financial information concerning Lender in Agent's possession. Before disclosing any information described in this paragraph to a Borrower who has requested it, Agent shall obtain from the Borrower, as a condition for such disclosure, a written agreement (which may be the Borrowing Agreement) requiring the Borrower to hold such information in confidence.

12. **Definitions.** For the purposes of this Agreement, the following definitions shall apply.

12.1 "Borrowed Securities," with respect to any Borrower, shall mean Securities of an Account that have been loaned to the Borrower and for purposes of Sections 4.2 and 4.3 shall include Securities of all other relevant Participating Lenders loaned to the Borrower.

12.2 "Borrowing Agreement" shall mean the master borrowing agreement, as amended, entered into between Agent and a Borrower establishing the general terms and conditions governing all Loans to that Borrower.

12.3 "Collateral" shall mean (a), with respect to a particular Loan, all permitted collateral delivered to the Agent by a Borrower with respect to the relevant Borrowed Securities; (b), with respect to Sections 4.2 and 4.3, all Collateral delivered to the Agent by a Borrower with respect to all Loans of all Participating Lenders to that Borrower; and (c) with respect to a Collateral Section, all types of collateral permitted for the Section under the applicable Collateral Schedule then in effect.

12.4 "Collateral Deficiency" shall mean, with respect to any Collateral Section, any failure, deficiency, impairment or loss of value of an item of Collateral (determined without reference to the Market Value of any Borrowed Securities), a cash Collateral fund or any investment of cash Collateral within the Section (excluding any losses specifically allocated by the relevant Collateral Schedule to individual Participating Lenders), including, but without being limited to, the following:

(1) any default in any security, letter of credit or other instrument held as individual Collateral or as an investment in connection with a Term Loan or as an investment of a cash Collateral fund, including a Filing by or with respect to the issuer of such security or instrument, or any other event known to the Agent (including public disclosure of material adverse information) that causes the Agent to believe the income or principal of the security or instrument is likely not to be paid in accordance with its terms when due;

(2) any loss of market value of one or more permissible investments of a cash Collateral fund due solely to external market forces that would cause the net asset value of the fund to fall below permissible tolerances; or

(3) any shortfall arising from the necessary liquidation of the Collateral for any Term Loan or of any investment of a cash Collateral fund.

12.4.1 Notwithstanding the foregoing, in the case of any item of non-cash Collateral furnished by a Borrower:

(1) any loss incurred by a Participating Lender in the case of a Borrower default due to a decline in market value of specific non-cash Collateral based solely on external market forces shall not be deemed to be a Collateral Deficiency but shall be borne solely by that Participating Lender; and

(2) in any case a Collateral Deficiency shall not be deemed to occur unless the Borrower is also in default under the relevant Borrowing Agreement and in the opinion of the Agent is unable to return the Borrowed Securities loaned in exchange for such Collateral.

12.5 "Collateral Schedule" shall mean a written instrument delivered by Agent to Lender, describing (1) the types of securities or other property acceptable as Collateral, or as investments of cash Collateral, within a particular Collateral Section, (2) the characteristics of any fund(s) available for the investment of cash Collateral within the Collateral Section, (3) the required minimum initial Market Value of such Collateral and (4) any other relevant information concerning the Collateral Section.

12.6 "Collateral Section" shall mean at any relevant time a group of Participating Lenders who have each elected, as to their respective accounts, to accept similar types of Collateral for Loans, to have cash Collateral for those Loans invested in similar types of investments, and to share revenues from pooled cash Collateral, all subject to and in accordance with the applicable Collateral Schedule and the terms of this Agreement.

12.7 "Equivalent Securities" shall mean Securities of the same issuer, class, quantity and description as the relevant Borrowed Securities, and such term shall include the certificates and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate) plus (1) all cash or securities received in the event of a call, redemption, exchange, maturity or similar action or event with respect to the Borrowed Securities, and (2) all cash, securities other property received or issued in exchange or replacement for the Borrowed Securities in the event of a merger, consolidation, recapitalization, reorganization, liquidation or takeover of the issuer of the Borrowed Securities.

12.8 "Filing" shall mean a filing by a debtor (or by a creditor of, or some other person acting with respect to, the debtor) of a petition in bankruptcy or a petition seeking reorganization, winding-up, liquidation, dissolution or similar relief, including appointment of a trustee, receiver or liquidator of a substantial part of the

property of the debtor under a bankruptcy, insolvency or similar statute, code, law, rule or regulation of any jurisdiction.

12.9 "Information" shall mean material, public information or other reliable material information in the possession of the Custodian's Credit Policy Committee (or Trust Credit Committee as the context requires) but only if in the judgment of Agent action upon such information in the appropriate context under this Agreement would not result in a violation of, or subject the Agent to liability under, any federal or state law, rule or regulation governing the use of non-public information.

12.10 "Loan" shall mean a loan of Securities to a Borrower from an Account of Lender or other Participating Lender.

12.11 "Market Value" of Borrowed Securities and Collateral shall be determined as provided in the relevant Borrowing Agreement, and shall include accrued interest if appropriate to particular Securities.

12.12 "Participating Lender" shall mean any person for whom Agent acts as agent or fiduciary for the purpose of lending Securities.

12.13 "Premium or Loan Fee" shall mean an agreed fee required to be paid by a Borrower to Agent in respect of each Loan of Securities as to which the Borrower has furnished non-cash Collateral.

12.14 "Rebate Fee" shall mean an agreed amount required to be paid by Agent to a Borrower in respect of each Loan of Securities as to which the Borrower has furnished cash as Collateral.

12.15 "Required Value" shall mean the Market Value of all the Borrowed Securities outstanding to a Borrower plus any additional margin as agreed upon between Agent and the Borrower in conformity with the relevant Collateral Schedule.

12.16 "Term Loan" shall mean a Loan collateralized by cash, in which the agreed date of maturity or renegotiation of the loan is greater than one business day. Cash Collateral for a Term Loan is invested separately from other cash Collateral and other Term Loans.

12.17 "Treasury Rate" shall mean the 90-day U.S. Treasury bill rate as quoted in the Midwest Edition of *The Wall Street Journal* as it fluctuates from time to time during any relevant period.

13. **Tax Considerations.**

13.1 Each Borrower shall represent, as a condition for any Loan, that it has obtained all necessary approvals of applicable governmental and self-regulatory organizations (including approval by Inland Revenue as an approved Borrower or UK intermediary), and has satisfied all conditions and qualifications imposed by applicable taxing authorities, necessary in order to comply with all statutes, laws, rules and regulation applicable to that Loan, which representation shall continue throughout the term of each Loan.

13.2 Lender shall provide Agent with complete, accurate and current information necessary to permit Agent to comply with applicable tax statutes, rules and regulations relating to the lending of Securities. In addition, Lender shall properly execute and deliver to Agent any and all forms, undertakings, and other documents reasonably requested by Agent in order to comply with such statutes, rules and regulations.

13.3 Notwithstanding the first sentence of Section 9 hereof, Agent shall attempt in good faith to comply with all applicable tax laws, treaties, rules and regulations governing Lender's participation in Agent's securities lending program based on Agent's best interpretation of those laws, treaties, rules and regulations and the information furnished by Lender; provided, however, that notwithstanding the foregoing Lender shall indemnify Agent for Indemnifiable Amounts payable by Agent in respect of taxes that otherwise should have been paid from amounts received by Lender, other than penalties resulting from Agent's negligence or intentional misconduct. "Indemnifiable Amounts" means such taxes, plus interest thereon at the Treasury Rate, plus penalties.

13.4 Lender acknowledges that it is responsible for satisfying itself as to the tax consequences to it relating to the lending of its securities by Agent pursuant to this Agreement. Agent does not offer any advice as to the foregoing.

14. **Miscellaneous.**

14.1 This Agreement may be amended by instrument in writing signed by the parties and may be terminated by either party at any time by written notice to the other party, subject to the performance of any obligations outstanding at the time of termination. Upon termination of this Agreement by either party, Agent shall terminate all outstanding Loans of Lender's Securities and shall make no further Loans thereof.

14.2 This Agreement supersedes any preexisting securities lending agreement, and prevails over any contrary provisions of any other agreement, between the parties. This Agreement represents the entire agreement of the parties concerning its subject matter and supersedes any and all prior written or oral communications with regard thereto.

14.3 Neither party may assign its obligations hereunder without the prior written consent of the other party. This Agreement is solely for the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement shall be construed to give any rights whatever against either party to any person who is not a party hereto, nor shall any such person be considered a "third party beneficiary" of this Agreement.

14.4 Section headings are for convenience only and may not be used for interpretation.

14.5 Lender acknowledges that PROVISIONS OF THE SECURITIES INVESTOR PROTECTION ACT OF 1970 MAY NOT PROTECT THE LENDER WITH RESPECT TO LOANS OF BORROWED SECURITIES AND THEREFORE THE COLLATERAL DELIVERED BY BORROWER TO AGENT MAY CONSTITUTE THE ONLY SOURCE OF SATISFACTION OF BORROWER'S OBLIGATIONS IN THE EVENT BORROWER FAILS TO RETURN THE BORROWED SECURITIES.

15. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois other than the conflict of law principles thereof, except to the extent pre-empted by the laws of the United States of America, which shall govern to that extent.

16. **Indemnification.**

16.1 Agent shall indemnify, defend and hold Lender harmless from and against any losses, damages, costs and expenses (other than special, incidental, indirect or consequential losses, damages, costs or expenses) Lender may incur if Agent is unable to recover Borrowed Securities and distributions made during the term of the Loan or Loans with respect to those Securities as a result of:

(i) Agent's failure to make a reasoned determination of the creditworthiness of a Borrower through adequate analysis of all Information available to Agent's Credit Policy Committee before lending a security as provided in section 2 of this Agreement, or to terminate a Loan when it is prudent to do so, and a Filing occurs with respect to the Borrower;

(ii) Agent's failure to demand adequate and appropriate Collateral on a prompt and timely basis as provided in section 4 hereof, perfect a security interest or obtain rights equivalent thereto in the Collateral, maintain control of the Collateral as provided in this Agreement or make a reasoned determination of the quality and suitability of Collateral investments through adequate analysis of all Information available to Agent's Trust Credit Committee; or

(iii) Agent's unexcused failure to perform its duties and responsibilities under this Agreement in accordance with the terms hereof.

16.2 Irrespective of the applicability of paragraph 16.1, in the event of a Filing with respect to a Borrower, Agent shall (1) credit Lender's account with the amount of distributions made with respect to the Borrowed Securities of Lender that are due and payable by the Borrower on or before the date of Filing but not so paid and (2) transfer into Lender's Account replacement Securities that are Equivalent Securities by purchasing such securities in the principal market in which such securities are traded; except that Agent may, at its option, in lieu of replacing some part or all of the Borrowed Securities, either (A) credit Lender's Account with cash in an amount equal to the Market Value on the date of Filing of Borrowed Securities not replaced or (B) (i) transfer the Collateral held against Borrowed Securities not replaced to Lender's Account and (ii) credit Lender's Account with cash equal in value to the amount, if any, by which the Market Value of such Borrowed Securities on the date of Filing exceeds the Market Value on that date of such Collateral.

16.3 Agent's obligations under this section 16 shall be subject to the requirements of paragraph 3.5.3 of this Agreement with respect to Collateral Deficiencies. In addition, nothing in this section 16 shall be construed to relieve Lender of (or indemnify Lender for) the obligations imposed upon Participating Lenders under the applicable Collateral Schedules with respect to losses within a cash Collateral fund. Any payment by Agent under paragraph 16.2 shall be applied toward the discharge of Agent's obligation (if any) to Lender under paragraph 16.1 with respect to the same event. Agent shall be subrogated to Lender's rights against a Borrower and in the Collateral and its proceeds to the extent of any payment, transfer or credit made pursuant to this section 16.

IN WITNESS WHEREOF, the parties, by their authorized representatives or trustees, as the case may be, have executed this Agreement, intending it to be effective as of the date first written above.

THE NORTHERN TRUST COMPANY

By: 

Terence J. Toth
Senior Vice President

THE LYNDE AND HARRY BRADLEY FOUNDATION, INC.

By: 

Name: ROBERT N. BERKEPEC

Title: TREASURER

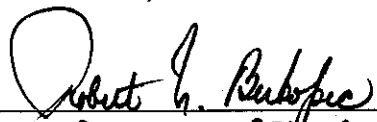
SCHEDULE A
TO SECURITIES LENDING AUTHORIZATION AGREEMENT
("Agreement")

LIST OF BORROWERS AND PARENT COMPANIES

The attached list constitutes the entities who are the Borrowers, or the parent companies of the Borrowers, to whom Agent may currently lend Securities pursuant to this Agreement. Lender hereby authorizes Agent to lend Securities to the entities so listed and to any U.S. or non-U.S. subsidiary or affiliate of an entity so listed, except as Lender has designated below. The listing of a parent company on the attached does not necessarily imply that there is a guarantee in favor of the Agent by the parent of the Securities borrowing obligations of a subsidiary or affiliate, which will then be the Borrower for purposes of this Agreement. All Borrowers shall be selected based on procedures as set forth in the Agreement, to which this Schedule forms a part.

Agent shall supply Lender upon request with copies of standard forms of Borrowing Agreements currently in effect.

THE LYNDE AND HARRY BRADLEY
FOUNDATION, INC.

By: 
Name: ROBERT N. BERKOPIEC
Title: TREASURER

Date: JUNE 28, 1999

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