



Jefferies & Company, Inc.
Harborside Financial Center, Plaza III, Suite 705
Jersey City, NJ 07311

CORPORATE ACCOUNT AGREEMENT

In consideration of your carrying a corporate account with Jefferies & Company, Inc. as well as with any of its present and future affiliates (individually and collectively, "Jefferies") in the name of _____ ("Corporation"), a duly organized corporation, existing under the State of _____, the person identified at the end of this certification and having the title specified next to such person's name, pursuant to the resolutions, a copy of which, certified by the proper person* of the Corporation, is annexed hereto, hereby authorizes Jefferies & Co., Inc. to open an account in the name of the Corporation. Also enclosed herewith are your Customer Agreement and Option Agreement (if appropriate) duly executed on behalf of the Corporation.

Signature _____ Date _____
Print Name _____ Address _____
Title _____ City, State, Zip _____

I, _____, the person identified at the end of these resolutions* and having the title specified next to my name, hereby certify that the resolutions appearing on the attached page and any other resolutions annexed hereto were duly adopted by the lawfully empowered governing body of the Corporation, duly held on the _____ day of _____, at which a quorum was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name.

President _____ Vice President _____
Treasurer _____ Secretary _____

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions referred to above.

IN WITNESS WHEREOF, I have hereunto affixed my hand this _____ day of _____.

Name _____ Title _____

**CERTIFIED COPY OF CERTAIN RESOLUTIONS ADOPTED BY THE GOVERNING BODY OF THE CORPORATION
WHEREBY THE ESTABLISHMENT AND MAINTENANCE OF TRADING ACCOUNTS HAVE BEEN AUTHORIZED**

RESOLVED –

FIRST: That all officers, directors, employees and agents of the Corporation having actual or apparent authority to act, including without limitation, the following named persons and their successors in office:

Print Name and Title X
Signature X

Print Name and Title X
Signature X

Print Name and Title X
Signature X

Print Name and Title X
Signature X

and each of them, are hereby authorized and empowered for and on behalf of the Corporation to establish and maintain one or more accounts with Jefferies & Company, Inc. as well as with any of its present and future affiliates (individually and collectively, "Jefferies") for the purpose of purchasing, investing in, or otherwise acquiring, exchanging, transferring, borrowing, lending, selling or otherwise disposing of and generally dealing in and with, any and all forms of securities, swap agreements and/or security-based swap agreements and foreign currency, including, but not limited to, shares, stocks, listed or over-the-counter options and/or futures or options on futures, security futures, forwards, swaps, contracts for differences and any other listed or over-the-counter derivative contract, bonds, debentures, notes, scrip, evidences of indebtedness, participation certificates, mortgages, mortgage-backed and asset-backed securities, contracts, certificates of deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by certificate or otherwise and, entering into repurchase and reverse repurchase agreements and security lending transactions, and secured loans (including entering into margin transactions and short sales, if a margin account for the Corporation has been applied for and approved by Jefferies).

SECOND: That Jefferies may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly.

THIRD: That each of these persons is hereby granted the fullest authority to act in the name and on behalf of the Corporation with respect to each of these accounts, including authority (without limiting the generality of the foregoing):

- (1) To give instructions (whether in oral, written, electronic or other form) to Jefferies with respect to the matters referred to above;
- (2) To bind the Corporation to any contract, arrangement or transaction entered into with or through Jefferies;
- (3) To pay to Jefferies such sums as may be necessary in connection with each account;
- (4) To deposit securities, funds and other property of

the Corporation with Jefferies and to grant securities interests therein; (5) To order the transfer or delivery of any security, funds or other property of the Corporation to any person (including any of the above persons) and to order the transfer or record ownership of any securities or other property to any person (including any of the above persons) and in any name whatsoever; (6) To endorse any securities, stock powers or other instruments in order to pass title to securities or other property and to direct the sale, transfer, exchange or exercise of any rights with respect to any such securities or other property of the Corporation; (7) To borrow money and securities from or through Jefferies, and to secure repayment thereof with the property of the Corporation; (8) To agree to any terms or conditions regarding each account, to execute on behalf of the Corporation (whether in paper, electronic or other form) any agreement, release, power of attorney, assignment or other document in connection with such account and the property therein; (9) To direct Jefferies to surrender securities to any party for the purpose of effecting any exchange or conversion or for any other purpose; (10) To withdraw and accept delivery of securities, funds and other property of the Corporation; (11) To receive (whether in oral, written, electronic or other form) confirmations, statements of account, notices, demands and other documents relating to each account on behalf of the Corporation; (12) To appoint any other person to do any and all things which any of the above persons is hereby empowered to do; and (13) Generally to do and take all action in connection with each account which is deemed necessary or desirable by any of the above persons with respect thereto and Jefferies may deal with each of the above persons as though they were dealing with the Corporation directly.

FOURTH: That the authority of each of these persons, their delegees, and their successors in office shall continue until Jefferies shall receive from the Corporation, and have a reasonable time to act on, a written notice of the revocation thereof.

FIFTH: That Jefferies may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Jefferies shall receive (and have a reasonable time to act on) due written notice of a change in or the rescission of the authority so evidenced at Jefferies' offices at 520 Madison Avenue, 12th Floor, New York, New York 10022 or such other address as Jefferies shall designate, and the dispatch or receipt of any other form of notice shall not constitute a waiver, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

SIXTH: That the proper person* of the Corporation is hereby authorized and directed to certify to Jefferies (in writing or otherwise):

- (1) A true copy of these resolutions;
- (2) Specimen signatures of the persons specifically listed above;
- (3) A certificate that the Corporation is duly organized and existing, that these resolutions are in conformity with the provisions of the charter and bylaws or, if applicable, the memoranda and articles of association or other constituent documents of the Corporation and within its lawful powers and that no limitation has been imposed on such powers by the constituent documents of the Corporation, by applicable law or otherwise; and
- (4) Any changes in the office or powers or persons hereby empowered, which notification, when received with reasonable time to act on it, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Strike out the entire next paragraph if all accounts are to be cash accounts only, with no margin transactions permitted.

SEVENTH: That in addition to the foregoing powers, each of such persons is hereby granted the fullest authority to establish and maintain margin accounts with Jefferies; to sell (including short), loan, pledge, or grant a security interest in any and all forms of securities and other property on behalf of the Corporation; to borrow money, securities and other property from or through Jefferies or others and to secure repayment thereof with the property of the Corporation; and, to agree to any terms or conditions regarding the foregoing and to execute on behalf of the Corporation any agreement, release, power of attorney, assignment or other document relating thereto.

* The above certification should be signed by an authorized person (for example, a corporate secretary) who is not the person executing the Account Agreement.



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THIS IS YOUR COPY. PLEASE DO NOT RETURN IT. RETAIN IT FOR YOUR RECORDS.

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Signature

Print Name

Title

Date

Address

City, State, Zip

I, _____, the person identified at the end of these resolutions* and having the title specified next to my name, hereby certify that the resolutions appearing on the attached page and any other resolutions annexed hereto were duly adopted by the lawfully empowered governing body of the Corporation, duly held on the _____ day of _____, at which a quorum was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name.

President

Treasurer

Vice President

Secretary

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions referred to above.

IN WITNESS WHEREOF, I have hereunto affixed my hand this _____ day of _____.

Name

Title

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Print Name and Title X
Signature X

Print Name and Title X
Signature X

Print Name and Title X
Signature X

Print Name and Title X
Signature X

and each of them, are hereby authorized and empowered for and on behalf of the Corporation to establish and maintain one or more accounts with Jefferies & Company, Inc. as well as with any of its present and future affiliates (individually and collectively, "Jefferies") for the purpose of purchasing, investing in, or otherwise acquiring, exchanging, transferring, borrowing, lending, selling or otherwise disposing of and generally dealing in and with, any and all forms of securities, swap agreements and/or security-based swap agreements and foreign currency, including, but not limited to, shares, stocks, listed or over-the-counter options and/or futures or options on futures, security futures, forwards, swaps, contracts for differences and any other listed or over-the-counter derivative contract, bonds, debentures, notes, scrip, evidences of indebtedness, participation certificates, mortgages, mortgage-backed and asset-backed securities, contracts, certificates of deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by certificate or otherwise and, entering into repurchase and reverse repurchase agreements and security lending transactions, and secured loans (including entering into margin transactions and short sales, if a margin account for the Corporation has been applied for and approved by Jefferies).

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THIRD: That each of these persons is hereby granted the fullest authority to act in the name and on behalf of the Corporation with respect to each of these accounts, including authority (without limiting the generality of the foregoing):

- (1) To give instructions (whether in oral, written, electronic or other form) to Jefferies with respect to the matters referred to above;
- (2) To bind the Corporation to any contract, arrangement or transaction entered into with or through Jefferies;
- (3) To pay to Jefferies such sums as may be necessary in connection with each account;
- (4) To deposit securities, funds and other property of the Corporation with Jefferies and to grant securities interests therein;
- (5) To order the transfer or delivery of any security, funds or other property of the Corporation to any person (including any of the above persons) and to order the transfer or record ownership of any securities or other property to any person (including any of the above persons) and in any name whatsoever;
- (6) To endorse any securities, stock powers or other instruments in order to pass title to securities or other property and to direct the sale, transfer,

exchange or exercise of any rights with respect to any such securities or other property of the Corporation; (7) To borrow money and securities from or through Jefferies, and to secure repayment thereof with the property of the Corporation; (8) To agree to any terms or conditions regarding each account, to execute on behalf of the Corporation (whether in paper, electronic or other form) any agreement, release, power of attorney, assignment or other document in connection with such account and the property therein; (9) To direct Jefferies to surrender securities to any party for the purpose of effecting any exchange or conversion or for any other purpose; (10) To withdraw and accept delivery of securities, funds and other property of the Corporation; (11) To receive (whether in oral, written, electronic or other form) confirmations, statements of account, notices, demands and other documents relating to each account on behalf of the Corporation; (12) To appoint any other person to do any and all things which any of the above persons is hereby empowered to do; and (13) Generally to do and take all action in connection with each account which is deemed necessary or desirable by any of the above persons with respect thereto and Jefferies may deal with each of the above persons as though they were dealing with the Corporation directly.

FOURTH: That the authority of each of these persons, their delegates, and their successors in office shall continue until Jefferies shall receive from the Corporation, and have a reasonable time to act on, a written notice of the revocation thereof.

FIFTH: That Jefferies may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Jefferies shall receive (and have a reasonable time to act on) due written notice of a change in or the rescission of the authority so evidenced at Jefferies' offices at 520 Madison Avenue, 12th Floor, New York, New York 10022 or such other address as Jefferies shall designate, and the dispatch or receipt of any other form of notice shall not constitute a waiver, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

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- (4) Any changes in the office or powers or persons hereby empowered, which notification, when received with reasonable time to act on it, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

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* The above certification should be signed by an authorized person (for example, a corporate secretary) who is not the person executing the Account Agreement.