



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

**POWER OF ATTORNEY
 FULL TRADING AUTHORIZATION
 WITH PRIVILEGE TO WITHDRAW MONEY AND/OR SECURITIES**

Account Number									
			-						

The undersigned ("Customer") authorizes _____ (whose signature appears below) as his agent and attorney in fact ("Agent") to buy, sell (including short sales), tender, exchange, convert, write, exercise and trade in stocks, bonds, option contracts (including uncovered options contracts) and any other securities and/or commodities and/or contracts relating to the same on margin or otherwise in accordance with your terms and conditions for Customer's account and risk and in the Customer's name, or number on your books. Customer hereby agrees to indemnify and hold you harmless from and to pay you promptly on demand any and all losses, damages, expenses or liabilities (including reasonable attorney's fees) that you might sustain or that you might incur by reason of Customer's appointment of Agent or any of Agent's acts or omissions related to Customer's account, to pay promptly on demand any debit balances in Customer's account and to promptly meet all margin requirements, whether or not incurred for Customer as a result of the Agent's instructions. Customer's indemnification obligations under this Full Trading Authorization with Privilege to Withdraw Money and/or Securities ("Trading Authorization") will survive revocation or termination of this Trading Authorization.

You are authorized to follow the instructions of Agent in every respect concerning Customer's account with you, and make deliveries of securities and payment of funds to Agent or as Agent may order or direct, **including instructions to withdraw money, or record securities or other property in Customer's account into the name of Agent or otherwise**, in the same manner and to the same extent as Customer is permitted to do so. In all matters necessary or incidental to the furtherance or conduct of the account of Customer, the aforesaid Agent is authorized to act for Customer and on Customer's behalf in the same manner and with the same force and effect as Customer might or could do, including without limitation to execute in paper, electronic or other form any documents relating to Customer's account in relation with products and services for which Customer has applied and been approved. [If Customer's account includes check writing privileges, Agent is authorized to draw checks as the Customer's attorney-in-fact and Customer agrees to accept all responsibility and liability with respect to all such checks.] Nothing in this Trading Authorization shall be construed to obligate you to take any action that you believe would be inconsistent with applicable law, the rules of any self-regulatory organization of which you are a member, or your internal policies.

All notices, confirmations and/or demands made by you referring to Customer's accounts may be mailed, delivered or served upon the Agent with the same force and effect as though it had been delivered to Customer, to the fullest extent permitted by law.

Customer hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the Agent or for Customer's account. Customer hereby acknowledges and agrees that Customer is solely responsible for investigating and selecting Customer's Agent, that Agent is not affiliated with or employed by you or any of your affiliates, and that you are not responsible for and you have no duty to review, monitor or supervise Agent's exercise of the powers granted in this Trading Authorization or any other document. This

Trading Authorization will in no way be construed as creating an agency or any other type of relationship between you and Agent.

This Trading Authorization is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between Customer and your firm. Customer acknowledges and agrees that you shall not be obligated to act on Agent's instructions if Agent has not signed the Agent Terms and Conditions below.

This Trading Authorization shall be construed administered and enforced according to the laws of the state of New York without regard to conflict of law principles and is also a continuing one and shall remain in full force and in effect (including in the event of Customer's or a joint owner's disability or incompetence) until revoked by a written notice delivered to and received by you at your offices at the address below (or such other location as you shall designate) and you have had a reasonable time (not less than two full business days) to act thereon:

Jefferies & Company, Inc.
New Accounts Division
Harborside Financial Center
34 Exchange Place
Plaza III, Suite 705
Jersey City, NJ 07311
URGENT: POWER OF ATTORNEY

Any revocation of Agent's authority hereunder shall not affect any liability in any way resulting from transactions initiated prior to such revocation. Such revocation shall be deemed an instruction to cancel all outstanding unexecuted orders that reasonably can be cancelled, but will not affect Customer's liability resulting from transactions initiated before you have received written notice of and had a reasonable time to act on such revocation.

In case of Customer's (or a joint owner's) death, this Trading Authorization shall continue and you shall not be responsible for any actions taken on the basis of this Trading Authorization until you have received written notice of such death addressed to you and delivered to you at your offices at the address above (or such other location as you shall designate) and you have had a reasonable time (not less than two full business days) to act thereon. This Trading Authorization shall inure to the benefit of your present firm and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

This Trading Authorization will become effective when you accept it.

NOTE: THE FOLLOWING DISCLOSURE IS REQUIRED TO BE INCLUDED VERBATIM IN EVERY POWER OF ATTORNEY ACCORDING TO NEW YORK STATE LAW. THE POWERS DESCRIBED IN THIS DISCLOSURE MAY NOT APPLY TO THE POWERS GRANTED IN THIS SPECIFIC DOCUMENT.

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal", you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the

revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5 Title 15. This law is available at a law library, or online through the New York State or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of our own choosing to explain it to you.

IMPORTANT INFORMATION FOR THE AGENT: When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must: (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest; (2) avoid conflicts that would impair your ability to act in the principal's best interest; (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law; (4) keep a record of all receipts, payments and transactions conducted for the principal; and (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as a 'agent in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name). You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, and Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

Customer Signature _____ Print Name _____ Date _____

Address _____ City, State, Zip _____

Customer Signature (if Joint Account) _____ Print Name _____ Date _____

Address _____ City, State, Zip _____

State of _____

County of _____ :ss

On this _____ day of _____, before me,
_____, a Notary Public in and for the said county and
state, residing therein and duly commissioned and sworn, personally appeared
_____, known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same. In
witness whereof, I have hereunto affixed my signature and official seal on the day and year in
this certificate first above written.

NOTARY SIGNATURE _____

Agent Terms and Conditions

By signing below, Agent agrees to be bound by the terms and conditions of this Trading Authorization and the terms and conditions of the Customer's Customer Agreement with Jefferies, including but not limited, the binding arbitration provisions contained in the Customer Agreement.

Agent agrees not to give or transmit any instructions concerning Customer's account that Agent knows or believes does not comply with the Trading Authorization or Agent's obligations, or if Agent knows or has reason to know that the Trading Authorization has been revoked, terminated, suspended, in whole or in part, or is no longer valid for any reason. **Agent represents and warrants that he or she is not affiliated or employed or controlled by you or any of your affiliates.** Agent agrees to indemnify and hold you harmless from any loss, damage, expense or liability of any kind (including reasonable attorney's fees) that Customer might sustain or that might be incurred by or imposed on you by reason of Agent's breach of these terms and conditions or of Customer's Account Agreement, any act or omission in relation to Customer's account, or any dispute between Customer(s) and Agent. Agent's indemnification obligations hereunder will survive the revocation or termination of the Trading Authorization.

Agent Signature _____ Print Name _____ Date _____

Identification Number of Agent _____ Address _____ City, State, Zip _____

State of _____

County of _____ :ss

On this _____ day of _____, before me,

_____, a Notary Public in and for the said county and state, residing therein and duly commissioned and sworn, personally appeared

_____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto affixed my signature and official seal on the day and year in this certificate first above written.

NOTARY SIGNATURE _____



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

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

**FULL TRADING AUTHORIZATION
WITH PRIVILEGE TO WITHDRAW MONEY AND/OR SECURITIES**

The undersigned ("Customer") authorizes _____ (whose signature appears below) as his agent and attorney in fact ("Agent") to buy, sell (including short sales), tender, exchange, covert, write, exercise and trade in stocks, bonds, option contracts (including uncovered options contracts) and any other securities and/or commodities and/or contracts relating to the same on margin or otherwise in accordance with your terms and conditions for Customer's account and risk and in the Customer's name, or number on your books. Customer hereby agrees to indemnify and hold you harmless from and to pay you promptly on demand any and all losses, damages, expenses or liabilities (including reasonable attorney's fees) that you might sustain or that you might incur by reason of Customer's appointment of Agent or any of Agent's acts or omissions related to Customer's account, to pay promptly on demand any debit balances in Customer's account and to promptly meet all margin requirements, whether or not incurred for Customer as a result of the Agent's instructions. Customer's indemnification obligations under this Full Trading Authorization with Privilege to Withdraw Money and/or Securities ("Trading Authorization") will survive revocation or termination of this Trading Authorization.

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Customer Signature _____ Print Name _____ Date _____

Address _____ City, State, Zip _____

Customer Signature (if Joint Account) _____ Date _____ Print Name _____

Address _____ City, State, Zip _____

State of _____

County of _____ :ss

On this _____ day of _____, before me,
_____, a Notary Public in and for the said county and
state, residing therein and duly commissioned and sworn, personally appeared
_____, known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto affixed my signature and official seal on the day and year in
this certificate first above written.

NOTARY SIGNATURE _____

Agent Terms and Conditions

By signing below, Agent agrees to be bound by the terms and conditions of this Trading Authorization and the terms and conditions of the Customer's Customer Agreement with Jefferies, including but not limited, the binding arbitration provisions contained in the Customer Agreement.

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