



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

**LIMITED POWER OF ATTORNEY**

Account Number									
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The undersigned ("Customer") hereby 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 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 attorneys' fees) that you might sustain or 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 Agent's instructions. Customer's indemnity obligations hereunder will survive revocation or termination of this Limited Power of Attorney.

In all such purchases, sales or trades, you are authorized to follow the instructions of Agent in every respect concerning Customer's account with you; and Agent is authorized to act for Customer and in Customer's behalf in the same manner and with the same force and effect as Customer might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades. Nothing in this Limited Power of Attorney shall be construed to obligate you to take any action that you might believe would be inconsistent with applicable law, the rules of any self-regulatory organization of which you are a member, or your internal policies.

The Customer instructs you that all payments of money instructed by the Agent to be paid shall be by check or transfer only to the order of the Customer and that all deliveries of securities, commodities or other deliverable property instructed by the Agent to be delivered shall be registered in the Customer's name.

All notices, confirmations and/or demands made by you referring to Customer's account 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 aforesaid 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 powers granted in this Limited Power of Attorney or any other document. This Limited Power of Attorney shall in no way be construed as creating an agency relationship between you and Agent.

This Limited Power of Attorney is in addition to (and in no way restricts) any rights 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 authorization and indemnity 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 the disability or incompetence of Customer or a joint owner) until revoked by Customer by a written notice delivered to and received by you at your offices at the address below (or at 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 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 Limited Power of Attorney shall continue and you shall not be responsible for any actions taken on the basis of this Limited Power of Attorney until you have received written notice of death addressed to you and delivered to 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 Limited Power of Attorney 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 Limited Power of Attorney will become effective when you accept it.

**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](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://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.

**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.**

**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



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**Agent Terms and Conditions**

By signing below, Agent agrees to be bound by the terms and conditions of this Limited Power of Attorney 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 Limited Power of Attorney or Agent's obligations, or if Agent knows or has reason to know that the Limited Power of Attorney 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.

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Agent Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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Identification Number of Agent \_\_\_\_\_ Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

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

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All notices, confirmations and/or demands made by you referring to Customer's account 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 aforesaid 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 powers granted in this Limited Power of Attorney or any other document. This Limited Power of Attorney shall in no way be construed as creating an agency relationship between you and Agent.

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Agent Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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Identification Number of Agent \_\_\_\_\_ Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

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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 Seal)

NOTARY SIGNATURE \_\_\_\_\_