



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

**PARTNERSHIP AGREEMENT**

In consideration of your carrying a partnership account ("Account") with Jefferies & Company, Inc. as well as with any of its present and future affiliates (individually and collectively, "Jefferies") in the name of \_\_\_\_\_ ("Partnership"), a duly organized partnership existing under the laws of the State of \_\_\_\_\_, of which each of the undersigned is (are) its general partner(s), the undersigned jointly and severally agree that each of the following named persons:

_____	_____
Name	Name
_____	_____
Name	Name

do and shall have authority, on behalf of the partnership account, (1) To buy, sell and otherwise deal or trade, through you as brokers, 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 contracts, 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 securities lending transactions, and secured loans (including entering into margin transactions and short sales, if a margin account for the Partnership has been applied for and approved by Jefferies).; (2) To give instructions (whether in oral, written, electronic or other form) to Jefferies with respect to the matters referred to above; (3) To bind the Partnership to any contract, arrangement or transaction entered into with or through Jefferies; (4). To pay to Jefferies such sums as may be necessary in connection with each account; (5) To deposit securities, funds and other property of the Partnership with Jefferies and to grant security interests therein; (6) To order the transfer or delivery of any security, funds or other property of the Partnership 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; (7) 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 Partnership; (8) To borrow money and securities from or through Jefferies, and to secure repayment thereof with the property of the Partnership; (9) To agree to any terms or conditions regarding the Account, and to execute on behalf of the Partnership (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; (10) To direct Jefferies to surrender securities to any party for the purpose of effecting any exchange or conversion or for any other purpose; (11) To withdraw and accept delivery of securities, funds and other property of the Partnership; (12) 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 Partnership; (13) To appoint any other person to do any and all things which any of the above persons is hereby empowered to do; and (14) Generally to do and take all action in connection with each account that 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 Partnership directly.

Jefferies may deal with any and all of the above persons directly or indirectly, as though they were dealing with the Partnership directly. The authority of each of these persons, their delegates, and their successors in office shall continue

until Jefferies shall receive from the Partnership, and have a reasonable time to act on, a written notice of the revocation thereof.

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

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 Partnership; to borrow money, securities and other property from or through Jefferies or others and to secure repayment thereof with the property of the Partnership; and, to agree to any terms or conditions regarding the foregoing and to execute on behalf of the Partnership any agreement, release, power of attorney, assignment or other document relating thereto.

The authority hereby conferred shall remain in full force and effect until written notice of its revocation is delivered to and received by you, with a reasonable time for you to act on, at your offices at 520 Madison Avenue, 12th Floor, New York, New York 10022 or such other address as you shall designate.

The undersigned certify that the General Partners of the Partnership are as follows:

_____	_____
Name	Name
_____	_____
Name	Name

The undersigned further authorizes you, in the event of death or retirement of any of the members of the Partnership, to take such proceedings, require such papers, retain such portion of or restrict transactions in the Account as you may deem advisable to protect you against any liability, penalty or loss under any present or future law or otherwise. It is further agreed that in the event of the death or retirement of any member of the Partnership the remaining members will immediately cause you to be notified of such fact.

Subject to the provisions hereto, all notices or communications in respect of the Account are to be directed to:

_____	_____
Name	Address

Each of the undersigned has signed the enclosed Customer Agreement, or Delivery versus Payment Agreement or Agreement for Prime Brokerage Clearance Services, which are intended to cover, in addition to the provisions hereto, the terms upon which the Account will be carried.

_____	_____
General Partner	Signature
_____	_____
Name	City and State
_____	_____
General Partner	Signature
_____	_____
Name	City and State
_____	_____
General Partner	Signature
_____	_____
Name	City and State

**See NOTE on next page**

**NOTE:**

Your Partnership Agreement may be requested in order to verify the Partnership's authority to establish a brokerage account and the individual(s) authorized to act on behalf of the Partnership. If portions of your Partnership Agreement contain confidential information, we will accept copies of only the relevant pages, including the introductory paragraphs stating the title and purpose of the Partnership, the names of the general partners and the signature pages. If a "general" partner is an entity other than a natural person, please also provide a copy of the authorizing corporate resolution (if the general partner is a corporation) or the relevant provision of the Partnership Agreement (if the general partner is a partnership).

Jefferies may rely upon any such portions of the Partnership Agreement as continuing fully effective unless and until Jefferies shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of the provision, nor shall the fact that any person hereby empowered ceases to be a General Partner or such person's powers hereby conferred are in any way affected. 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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THIS IS YOUR COPY. PLEASE DO NOT RETURN IT.
RETAIN IT FOR YOUR RECORDS

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Four lines for entering names, each labeled 'Name'.

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_____	_____
General Partner	Signature
_____	_____
Name	City and State

_____	_____
General Partner	Signature
_____	_____
Name	City and State

_____	_____
General Partner	Signature
_____	_____
Name	City and State

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