

JUN 27 2008

Banking, Custody, Brokerage; Related Pledges (continued)

D. To purchase and borrow (on secured or unsecured basis) from, sell (including short sales in margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with JPMorgan with respect to any and all securities with financial instruments whatsoever in which JPMorgan may deal, broker or act as counterparty from time to time, including (without limitation) stocks, bonds, debentures, notes, warrants, loans and loan participations, mutual funds, unit trusts, real estate, investment trusts, other types of pooled interest funds and commingled investment vehicles (including hedge funds), limited partnership interests, limited liability company interests, forward contracts, option or futures contracts, repurchase (or reverse repurchase) transactions, securities lending, or any other certificates or evidences or indebtedness or interest of any and every kind whatsoever, whether publicly or privately offered, secured or unsecured, and any other financial instruments; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); to pledge any funds or instruments for the purposes of securing my obligations with respect to the foregoing; to enter into foreign exchange or foreign currency transactions in any form; and to enter into, complete and execute agreements and to take other actions, including but not limited to signing reconciliations of accounts and other documents to carry out the purpose of this resolution; to vote in person or by proxy;

Banking, Custody and Brokerage Accounts – limited power (transfers to other JPMorgan Accounts only)

E. To withdraw monies or funds or to sell or exchange stocks, bonds, options or other securities and property and transfer such monies, funds or proceeds of the sale or exchange only to another account at Morgan over which I have signing authority;

Custody and Brokerage Accounts – limited powers (securities against payment only)

F. To buy or sell securities or any other property described in Subdivision D above in which I may deal or which I may hold against receipt of payment to us only;

Investment Management Account

G. To give any instruction with respect to any Investment Management Account; to modify the Asset Allocation Strategy for any Investment Management Account; to deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively, "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give; to give orders for the payment or other Disposition of any income or proceeds of any Investment Management Account, or proceeds of any sale or other Disposition of securities and other property in the Account;

Investment Management Account – limited power (transfers to other JPMorgan accounts only)

H. To deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give, but proceeds of any such Disposition will be credited only to an account of mine at JPMorgan over which I have signing authority;

Mutual Funds

I. To buy, exchange, reinvest or redeem shares of beneficial interest in any mutual funds in accordance with your terms and conditions for my account and risk and in my name; to give instructions with respect to any of the above-described actions; to give orders to make payment to any party, including the Attorney;

Credit Pledge Security

J. To borrow money from JPMorgan, and to apply for and secure, from JPMorgan any forms of credit; to enter into any notes or agreements with JPMorgan which result in direct or contingent liabilities to me, with or without security, to negotiate or discount any instruments, negotiate otherwise with or through JPMorgan; to repay, discharge, settle, adjust, compromise or liquidate any loan, obligation or liability; to pledge, mortgage, hypothecate, assign, transfer, deposit or deliver, with or to JPMorgan, as security or as additional or substitute security, or for sale or other disposition, stocks, bonds and other securities, deposit accounts, book accounts, choses in action and any other tangible or intangible property, and to make substitutions thereof, and to receive any thereof upon the release or surrender thereof; to sign, execute and deliver any and all stock powers, bond powers, proxies, assignments, trust receipts, pledge and security agreements and other contracts and instruments in writing, with or without seal; to authorize, give, make, procure, accept and receive monies, payments, property, notices, demands, vouchers, receipts, releases, compromises and adjustments; to waive notices, demands, protests and authorize and execute waivers of every kind and nature; to enter into, make, execute, deliver and receive written agreements, undertakings and instruments of every kind and nature;