

**Derivative and Foreign Exchange (FX)/Commodity Transactions
Regulated by the Dodd-Frank Wall Street Reform and Consumer
Protection Act (the "Dodd-Frank Act")**

A. Agreement for All Transactions

The following provisions apply to all clients who enter into (a) foreign exchange swaps or deliverable foreign exchange or commodity forwards (collectively, "Exempt Transactions") or (b) swaps (other than foreign exchange swaps but otherwise without regard to underlier), equity index derivatives, commodity derivatives, and foreign exchange transactions (other than Exempt Transactions) (collectively, "Derivatives")

1. If the Account is a joint account, the term "client" shall refer to each joint accountholder. By signing below, each joint accountholder is making the representations in Paragraph 3 separately from the other joint accountholder based on his, her, or its separate transactions and activities.

2. The client represents, warrants and certifies to J.P. Morgan on a continuing basis (which, for avoidance of doubt, includes each time that J.P. Morgan executes or clears an Exempt Transaction or a Derivative) that he, she or it is an "Eligible Contract Participant," as that term is defined in the Commodity Exchange Act, by reason of the following (Check ~~one~~):

The client is an individual acting for his or her own account with investable assets in excess of (i) \$10,000,000; or (ii) \$5,000,000 and who will be entering into such transactions in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the client.

"Investable assets" may not always include securities of companies that are privately held and which are not publicly traded. If you are making this representation on the basis of your ownership of such securities, please contact J.P. Morgan.

The client is a corporation, partnership, proprietorship, organization, trust or other entity acting for its own account that (i) has total assets exceeding \$10,000,000; (ii) that does not have total assets exceeding \$10,000,000 but its obligations under the subject transactions will be guaranteed or otherwise supported by a letter of credit, keepwell, support, or other agreement by an entity that is an eligible contract participant; or (iii) that (a) (1) has a net worth exceeding \$1,000,000 and (2) will enter into transactions in connection with the conduct of the entity's business, or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business, or (b) (1) does not have a net worth exceeding \$1,000,000; (2) will enter into transactions (other than security-based swaps, security-based swap agreements, or mixed swaps) in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred, or reasonably likely to be owned or incurred, by the entity in the conduct of the entity's business; and (3) all the owners of the entity are individuals with investable assets in excess of \$10,000,000 or entities with total assets exceeding \$10,000,000.

Other. Please consult J.P. Morgan concerning additional documentation that will be required.

3. The client represents, warrants and certifies to J.P. Morgan on a continuing basis (which, for avoidance of doubt, includes each time that J.P. Morgan executes or clears an Exempt Transaction or a Derivative transaction) that:

(a) In the preceding 12 months, the client has not executed Derivatives transactions in a gross notional amount greater than \$8 billion, or, if the client has executed Derivatives transactions in such amount, the client does not (i) hold itself out as a dealer in Derivatives; (ii) make a market in Derivatives; (iii) regularly enter into Derivatives with counterparties as an ordinary course of business for its own account; or (iv) engage in activity causing it to be commonly known in the trade as a dealer or market maker in Derivatives.

(b)(i) The client does not have express arrangements with its Derivatives counterparties that permit it to maintain a total uncollateralized exposure of more than \$100 million to all such counterparties, and (ii) the client does not maintain notional Derivatives positions of more than \$2 billion in any major category of Derivatives, or more than \$4 billion in aggregate Derivatives.

(c) The client is not a commodity pool, an investment fund that relies on certain exemptions from registration under the U.S. Investment Company Act of 1940, or an employee benefit plan under the U.S. Employee Retirement Income Security Program, nor is the client primarily engaged in activities that are in the business of banking or that are financial in nature under U.S. banking laws.

The client is unable to make one or more of the representations, warranties and certifications in this Paragraph 3. Such clients should consult J.P. Morgan about additional documentation that will be required.

J.P. Morgan Use Only
1 of 5

Title
Banker/Investor

SPN

CAS
6/13 1072