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FACE COPY - DO NOT WRITE ON THIS SIDE

Customer Agreement

BEAR STEARNS
The Bear Stearns Companies Inc.
383 Madison Avenue
New York, New York 10179
(212) 272-2000

THIS DOCUMENT IS A BINDING CONTRACT AND CONTAINS OBLIGATIONS THAT CAN BE ENFORCED AGAINST YOU.

PLEASE READ CAREFULLY, SIGN AND RETURN.

This agreement ("Agreement") sets forth the terms and conditions on which subsidiaries of The Bear Stearns Companies Inc. will open and maintain account(s) in your name and otherwise transact business with you. Your signature confirms that you agree to and are bound by the provisions of this Agreement.

1. PARTIES. The parties to this Agreement are you and all persons and have subsidiaries of The Bear Stearns Companies Inc. (each subsidiary is referred to as a "Bear Stearns entity" and all the Bear Stearns entities are referred to collectively, as "Bear Stearns").

2. APPLICABLE LAWS, RULES AND REGULATIONS.
(a) All transactions shall be subject to the applicable laws, rules and regulations ("Applicable Laws") of all federal, state and self-regulatory authorities including, but not limited to, the rules and regulations of the Board of Governors of the Federal Reserve System and the constitution, rules and customs of the exchange or market (and clearing house) where such transactions are executed.
(b) Bear Stearns is committed to complying with U.S. statutory and regulatory requirements designed to combat money laundering and terrorist financing. The USA PATRIOT Act requires that all financial institutions obtain certain identification documents or other information in order to comply with their customer identification procedures. Until you provide the required information or documents, Bear Stearns may not be able to open or maintain account(s) or effect any transactions for you.

3. SATISFACTION OF YOUR LIABILITIES; SECURITY INTEREST AND LIEN.
(a) You agree to satisfy, upon demand, any indebtedness to a Bear Stearns entity, to pay any debit balance in any of your account(s) and, in the event of a sale order by you, to deliver the applicable security in good deliverable form no later than the deadline set by Bear Stearns.
(b) All of your property held by or under the control of a Bear Stearns entity is subject to a lien to secure the payment and performance of your liabilities and obligations to each Bear Stearns entity and you hereby grant each Bear Stearns entity a lien on and a valid and first priority, perfected, continuing, security interest in the following: (i) all property, including all investment property, held, carried or controlled by or through any Bear Stearns entity in which you presently have or in which you acquire an interest in the future, including all property in such account in your name, (ii) any and all rights, claims or causes of action you may now or hereafter have against any Bear Stearns entity and (iii) all proceeds of or distributions on the foregoing (collectively (i) through (iii) are referred to in the Agreement as "Collateral").
(c) Any Collateral held by a Bear Stearns entity is held by such Bear Stearns entity as agent and bailee for hire and all other Bear Stearns entities. Each Bear Stearns entity holding Collateral shall, without your further consent, comply with (i) entitlement orders or instructions (a) a Bear Stearns entity with respect to the Collateral and (b) if such Bear Stearns entity holding Collateral is a securities intermediary, any instructions to such Bear Stearns entity from another Bear Stearns entity to apply any value distributed on account of a commodity contract. Additionally, each Bear Stearns entity holding Collateral has the right, in its sole discretion, to not comply with (i) any settlement order or instruction from you or a third party with respect to the Collateral and (ii) any instruction from you to apply any value on account of any commodity contract, if a Bear Stearns entity holds any security for the payment and performance of your obligations and liabilities to it. You agree that the actions of a Bear Stearns entity in not complying with orders or instructions as allowed in the preceding sentence satisfy any duties Bear Stearns may have under the New York Uniform Commercial Code ("NYUCC").
(d) You agree that your execution of this Agreement shall constitute notice to each Bear Stearns entity of the security interest you have granted to each other Bear Stearns entity herein, and each Bear Stearns entity holding Collateral is on notice of the security interest granted to each other Bear Stearns entity.
(e) The reasonable costs and expenses of collection of any such indebtedness or debit balance, including but not limited to attorneys' fees and expenses, shall be payable by you to Bear Stearns.
(f) In order to secure the payment and performance of any of your outstanding liabilities and obligations to any Bear Stearns entity, Bear Stearns may, to the fullest extent permitted by law, without prior notice to you, use, apply or transfer Collateral as it determines. Unless otherwise agreed in writing, Bear Stearns may register and hold Collateral in its name or the name of its designee.
(g) You appoint Bear Stearns with full power as your true and lawful attorney-in-fact, to the fullest extent permitted by law, for the purpose of protecting the security interest granted in this Agreement and taking any action and executing any instrument that Bear Stearns deems necessary or advisable to accomplish the purposes of this Agreement.

4. REPRESENTATIONS BY YOU. To induce Bear Stearns to conduct business with you, you represent and warrant that (a) you have the right to pledge and assign Collateral to Bear Stearns, and (b) Collateral is and shall at all times be free and clear of any liens, claims or encumbrances, except in favor of a Bear Stearns entity.

5. DEPOSITS OR TRANSACTIONS. Bear Stearns may require you to deposit cash or other property, acceptable to Bear Stearns, as Collateral, in your account(s) in such amounts as Bear Stearns determines in its sole discretion and you agree to comply with any such request by no later than the deadline set by Bear Stearns.

6. BREACH, BANKRUPTCY OR DEFAULT.
(a) Each Bear Stearns entity may elect to consider you in default if any or all agreements you may then have with it or if you do not pay any liability or perform any obligation to any Bear Stearns entity by the time you are obligated to do so; (b) you commence bankruptcy or other proceeding in bankruptcy; (c) any guarantor, co-signer or other party is "Responsible Party") dies or is judged mentally incompetent; (d) any Bear Stearns entity is unable to collect any of your obligations to any Bear Stearns entity or any Responsible Party; (e) an involuntary petition is made in bankruptcy or insolvency or one is commenced against you; (f) any guarantor, co-signer or other party is "Responsible Party") dies or is judged mentally incompetent; (g) any Bear Stearns entity is unable to collect any of your obligations to any Bear Stearns entity or any Responsible Party; (h) an involuntary petition is made in bankruptcy or insolvency or one is commenced against you; (i) any Bear Stearns entity, in its sole discretion, in any order and at any time, and apply, in a manner determined by Bear Stearns in its sole discretion, the proceeds to satisfy any of your obligations or liabilities to any Bear Stearns entity and (j) buy any property that may have been sold short. At any sale of Collateral or other sale or purchase permitted hereunder or otherwise, Bear Stearns may sell or purchase to or from itself or third parties, and you hereby acknowledge and agree that the securities subject to such sale or purchase are instruments traded in a recognized market. You will pay each Bear Stearns entity for any losses and costs incurred by Bear Stearns as a result of any default by you. You have outstanding or issue and any similar losses dealing with the application of collateral.

7. ACCOUNT CHARGES. Your account(s) will be furnished to you ("Service Fees"). All such fees shall be determined by Bear Stearns. Execution Fees may be changed from time to time without prior notice to you and Service Fees may be changed from time to time upon thirty (30) days' prior written notice to you and, in each case, you agree to be bound thereby.

8. CONFIRMATION REPORTS AND ACCOUNT STATEMENTS. Confirmation reports of the execution of orders shall be conclusive if not objected to in writing by you within the shorter of (i) the applicable settlement cycle of the subject transactions or (ii) three (3) business days after such documents have been transmitted to you by mail or otherwise. Statements of account(s) shall be conclusive if not objected to in writing by you within ten (10) days after transmission. In all cases, Bear Stearns reserves the right to challenge your objections.

9. TRUTH-IN-LENDING DEBIT BALANCES. You hereby acknowledge receipt of Bear Stearns' Truth-in-Lending disclosure statement. Interest will be charged on any debit balances in your account(s) in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to you. Any debit balance, which is not paid at the close of an interest period, will be added to the opening balance for the next interest period.

10. COLLECTION AND OTHER ACCOUNT-RELATED COSTS. You hereby agree to pay, on demand, all reasonable costs, fees, expenses, liabilities and damages incurred by Bear Stearns ("Costs") in connection with (i) enforcing its rights hereunder, (ii) any investigation, litigation or proceeding involving your account(s) or any property held in your account(s) or any Bear Stearns entity or any property held by or through Bear Stearns, (iii) your or any other person authorized to act on your behalf's (a) use of or access to Electronic Service (as defined in paragraph 20 below) or (b) failure to comply with any terms, conditions or limitations applicable to such Electronic Service, (iv) any breach or failure by you to perform any term or provision of this Agreement, any other agreement between you and any Bear Stearns entity or any agreement governing your use of or access to any Electronic Service, or (v) Bear Stearns acting in reliance upon your instructions or any other person authorized to act on your behalf, if any. In each case and whether or not demand has been made therefor, you hereby authorize Bear Stearns to charge your account(s) for any and all such Costs.

11. NATURE OF SERVICES. Bear Stearns will not provide you with any legal, tax or accounting advice. Bear Stearns' employees are not authorized to give you any such advice and you will not solicit or rely upon any such advice from them or take Bear Stearns whether in connection with transactions in or for any of your accounts or otherwise.

12. CONTROL OR RESTRICTED SECURITIES. Prior to placing an order in connection with any securities subject to Rule 144 or 144(k) of the Securities Act of 1933, as amended, you shall advise Bear Stearns of the status of the securities and furnish us with the necessary documents to clear legal transfer. You acknowledge that there may be delays involved with the processing of control or restricted securities and that Bear Stearns will not be liable for any losses caused directly or indirectly by such delays. Bear Stearns may, in its sole discretion, require that control or restricted securities be held for sale or transferred until such securities clear legal transfer.

13. IMPARTIAL LOTTERY ALLOCATION. You agree that, in the event Bear Stearns holds on your behalf bonds or preferred stock in its name, in the name of its designee or in bearer form which are called in part, you will participate in the impartial lottery allocation system for such called securities in accordance with the rules of the New York Stock Exchange, Inc. or any other applicable self-regulatory organization. When any such call is favorable, no allocation will be made to any account with respect to which Bear Stearns has actual knowledge that any officer, director or employee of Bear Stearns has any financial interest until all other customers have been satisfied on an impartial lottery basis.

14. WAIVER, ASSIGNMENT, NOTICES AND LIMITATION OF LIABILITY.
(a) Neither Bear Stearns' failure to insist at any time upon strict compliance with the terms of this Agreement nor any continued practice of such compliance on its part shall constitute or be considered a waiver by Bear Stearns of any of its rights or privileges hereunder. Any assignment of your rights and obligations hereunder or your interest in any property held by or through Bear Stearns without obtaining the prior written consent of an authorized representative of Bear Stearns shall be null and void. Each Bear Stearns entity reserves the right to assign any of its rights or obligations hereunder to any other entity without prior notice to you. Notices and other communications Bear Stearns entity shall be deemed to have been personally delivered if sent by mail, telex, facsimile, telegram, cable, delivered, faxed, sent by express delivery service or mailed to the address provided by you and, if Bear Stearns has received notice in writing of a different address, be deemed to have been personally delivered at such address whether actually received or not. Notices and other communications may also be provided to you verbally. Such notices and other communications sent by you on your brokerage statement, or otherwise, shall be deemed to have been delivered to you whether actually received or not. Notices and other communications from you to Bear Stearns shall be in writing. You hereby authorize Bear Stearns to accept facsimile copies of this or any other document or instruction as if it were the original and to accept signatures on facsimiles as if they were originals.
(b) You agree that, no Bear Stearns entity shall have any liability for any consequential, incidental or any similar damages and you hereby irrevocably and unconditionally waive any right you may have to claim or recover any such damages (even if you have informed Bear Stearns of the possibility or likelihood of such damages).

15. FREE CREDIT BALANCES. You hereby authorize Bear Stearns to use any free credit balance in any of your accounts in accordance with all applicable rules and regulations and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by Bear Stearns for such accounts and for the amounts of cash so used. In accordance with applicable regulations, free credit balances are carried in customers' accounts pending and with a view towards investment. Bear Stearns may determine not to pay interest on free credit balances representing either (i) uncollected funds or (ii) funds that are designated and subsequently withdrawn prior to the expiration of the minimum time period required by Bear Stearns.

16. RESTRICTIONS ON ACCOUNTS. Bear Stearns, in its sole discretion, may restrict or prohibit trading of securities or other property in any of your accounts and you shall nevertheless remain liable for all of your obligations and liabilities to Bear Stearns under this Agreement or otherwise.

17. CREDIT REPORTS AND OTHER INFORMATION. You authorize Bear Stearns, in its sole discretion, to verify or obtain reports concerning your credit standing and business conduct. You may make a written request for a description of the nature and scope of the reports made or obtained by Bear Stearns and Bear Stearns will be required to provide such information to you within a reasonable period of time. You further agree to provide Bear Stearns, on request, with such additional information or certification as may be required by Bear Stearns or Applicable Laws.

18. SHORT AND LONG SALES. In placing any sell order for a short account, you will designate the order as such and hereby authorize Bear Stearns to mark the order as being "short". In placing any sell order for a long account, you will designate the order as such and hereby authorize Bear Stearns to mark the order as being "long". The designation by you of a sell order as being for a long account shall constitute a representation by you that you own the security with respect to which the sell order has been placed, that such security may be sold without restriction in the open market and that, if Bear Stearns does not have the security in its possession at the time you place the sell order, you shall deliver the security by settlement date in good deliverable form or cause to Bear Stearns any losses and expenses it may incur or sustain as a result of

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