

J.P. Morgan Options Agreement

J.P.Morgan

J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017

This agreement is being furnished so that J.P. Morgan Securities Inc. ("JPMSI", which includes, unless the context otherwise requires, JPMorgan Clearing Corp.) will act as our broker in connection with put and call options issued by the Options Clearing Corporation ("OCC").

1. The undersigned understands that any option transaction made for its account is subject to the rules, regulations, customs, and usages of the OCC and of the registered national securities exchange, national securities association, clearing organization or market applicable to such transaction. The undersigned agrees to abide by such rules, regulations, customs and usages. The undersigned understands that its account at JPMSI is subject to position and exercise limits established by option regulatory organization or markets and that such limits apply in the aggregate to all accounts of the undersigned at JPMSI and any other firm. The undersigned agrees that, acting alone or in concert with others, it will not exceed any applicable position or exercise limits.
2. JPMSI is under no obligation to convey to the undersigned any information relating to the underlying securities covered by the option or any securities related thereto, or any information relating to the options whether such information is then or thereafter known or available.
3. It shall be the sole responsibility of the undersigned to exercise, in a proper and timely manner, any right, privilege or obligation of any put option, call option, or other option which JPMSI may purchase, handle, endorse or carry for the account(s) of the undersigned.
4. In case of the undersigned's insolvency or death or the attachment of its property, JPMSI may, with respect to any options contract position, take such steps as JPMSI may consider necessary or appropriate to protect JPMSI against loss.
5. The undersigned has received from JPMSI the Option Disclosure Document "Characteristics and Risks of Standardized Options" dated February 1994 and understands the information contained therein and affirms specifically the following:
 - a. That both the purchase and the writing of uncovered options contracts involve a high degree of risk, are not suitable for many investors and, accordingly, should be entered into only by investors who understand the nature and extent of their rights and obligations and are fully aware of the inherent risk involved.
 - b. That the undersigned should not purchase any option unless it is able to sustain a total loss of the premium and transaction costs and (i) that the undersigned should not write a call option unless it either owns the underlying security (or a security convertible, exchangeable or exercisable into such underlying security) or is able to sustain substantial financial losses and (ii) that the undersigned should not write a put option unless it is able to sustain the loss resulting from purchasing the underlying security at the exercise price, which may be substantially above the market price at the time of assignment of the put option to the undersigned.
 - c. That the exchanges or other regulatory bodies may restrict transactions in particular options or the exercise of options contracts in their discretion from time to time, and
 - d. That the undersigned has noted particularly those sections of the Options Disclosure Document which summarize the risk factors involved in options trading and it has determined that in view of its financial situation and investment objectives options trading is not unsuitable for it.
6. The undersigned has read and understood the section of the Options Disclosure Document entitled "Exercise and Assignment". The undersigned is aware that any equity or index option it may hold with an "in-the-money" value of one cent (\$0.01) or more at expiration will be automatically exercised by the Options Clearing Corporation if the undersigned fails to give instructions to the contrary by expiration date. The undersigned is also aware that it may not receive actual notice of an exercise or assignment until the week following the expiration date.
7. JPMSI shall have no responsibility to notify the undersigned when an option in its account is nearing expiration and the undersigned will have no claim for damage or loss arising out of the fact that an option in its account was not exercised unless it has instructed JPMSI to exercise such option at or before the time established by JPMSI.
8. The undersigned understands that margin requirements exist in connection with certain options and it agrees to meet all margin calls as made by JPMSI. Further, the undersigned understands that certain options accounts are considered to be margin accounts and it represents that it is duly authorized to open and carry such margin account(s).
9. Where the undersigned is a seller of an option, JPMSI is authorized in JPMSI's sole discretion and without notification to the undersigned, in the event that undersigned does not meet JPMSI's margin calls promptly, to take any and all steps necessary to protect JPMSI from loss or damage arising out of any put option, call option or other option transaction made for the account of the undersigned including buying or selling short, (or short exempt,) for the account of and at the risk of the undersigned any part of or all the shares represented by options endorsed by JPMSI and for the account of the undersigned, or buying for the account of and at the risk of the undersigned any put option, call option or other option as JPMSI may deem necessary to protect JPMSI fully from loss or damage.
10. The undersigned warrants that options are suitable for its account after considering the potential financial obligations and also that it understands the trading of options and the functioning of the options markets. The undersigned realizes and understands that any form of options trading has a number of inherent risks connected therewith and it is fully prepared financially to undertake such risks and to withstand any losses created thereby. The undersigned acknowledges that it has received a copy of the J.P. Morgan Account Derivatives Approval Form or the J.P. Morgan Derivatives Account Application containing information provided by the undersigned upon which JPMSI has relied. The undersigned hereby verifies the accuracy of that information and agrees to inform JPMSI promptly of any material change in the information.