

J.P. Morgan Options Agreement

J.P.Morgan

11. To the extent permitted by applicable law, I agree that any controversy (i) arising out of or relating to any of my Brokerage Accounts maintained with JPMSI in any capacity, or (ii) relating to my transactions or accounts with any of JPMSI's successor firms by merger, acquisition, or other business combination after the inception of such Brokerage Account; or (iii) with respect to transactions of any kind executed by, through, or with JPMSI, its officers, directors, agents, and/or employees; or (iv) with respect to this Brokerage Agreement, or the claimed breach thereof, shall be resolved solely and exclusively by arbitration conducted only at the Financial Industry Regulatory Authority, Inc. ("FINRA") or through any other self-regulatory organization ("SRO") subject to the jurisdiction of the Securities and Exchange Commission, and pursuant to the arbitration procedures then in effect of any such exchange or SRO as I may elect. If I do not make such election by registered mail addressed to JPMSI at its main office within five days after demand by JPMSI that I make such election, then JPMSI will have the right to elect the arbitration tribunal of its choice. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

I acknowledge that JPMSI has advised me of the following:

ARBITRATION IS FINAL AND BINDING ON THE PARTIES;

THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL;

PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.

THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING, AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED; AND

THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOT SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION [OR] WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:

- (i) THE CLASS CERTIFICATION IS DENIED;
- (ii) THE CLASS IS DECERTIFIED; OR
- (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

SUCH FORBEARANCE TO ENFORCE AN AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

This arbitration provision may be waived only with the written agreement of JPMSI.

I agree that the terms of any settlement or any award determined by arbitration shall be confidential and shall not be disclosed by JPMSI or any other Morgan Affiliate under any circumstances unless required by applicable law, judicial proceeding, or self-regulatory organization rule.

12. This agreement and its enforcement shall be governed by the Laws of the State of New York; its provisions shall be continuous and shall inure to the benefits of JPMSI and JPMSI's successors, and it shall inure to the benefit of and shall be binding upon the estate, executors, administrators, and assigns of the undersigned.

13. I am aware that exercise assignment notices for option contracts are allocated among customer short positions pursuant to an automated procedure which randomly selects from among all customer short positions, including positions established on the day of assignment, those contracts which are subject to assignment. All American-style short option positions are liable for assignment at any time. By contrast, the writer of a European-style option is subject to assignment on expiration. A more detailed description of the carrying broker's random allocation procedure is available upon request.

14. The undersigned shall promptly advise JPMSI in writing of any material changes in its financial circumstances and option investment objectives.

Client acknowledges receipt of a copy of this agreement.

This agreement contains a predispute arbitration clause in paragraph 11 and on page 2.

Please note: If account of more than one principal (i.e. Joint Account), all principals to the account must sign.



⇒ Darren K. Indyke 03/02/10 Darren K. Indyke
 Signature (Accountholder) Date Print Name

⇒ _____
 Signature (Accountholder) Date Print Name