



Oppenheimer & Co. Inc.
125 Broad Street
New York, NY

**CORPORATE CASH ACCOUNT
LIMITED TRADING AUTHORIZATION**

Gentlemen:

Date: _____

The undersigned hereby authorizes _____
Print Name

whose signature is _____
(Signature of Agent and Attorney-in-fact)

as the undersigned's agent and attorney-in-fact, to buy, sell and trade in debt securities, including, but not limited to, bonds, auction rate securities, notes and commercial paper, in accordance with your terms and conditions, for the undersigned's account and risk and in the undersigned's name as set forth in the Investment Guidelines attached hereto (Exhibit A). The undersigned hereby agrees to indemnify and hold you harmless from and to pay you promptly on demand any and all losses arising therefrom or debit balance due thereon, including any interest or charges incurred as a result of such activity.

In all such purchases, sales and trades, you are authorized to follow the instructions of said agent in every respect concerning the undersigned's account with you, and he/she is authorized to act for the undersigned and on the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales and trades.

The undersigned hereby further agrees as follows: (a) that neither undersigned's agent nor you shall be liable for errors of judgement or for any act performed (or omitted to be performed) under this instrument in the exercise of good faith and reasonable care; and (b) the undersigned will notify you in writing concerning any error, objection or other claim, immediately after receiving from you written notice or confirmation of any transaction in the undersigned's account.

The undersigned understands that you make a market in or act as principal with regard to various securities, and said agent is hereby authorized to buy, sell and deal with you in such securities for the undersigned's account and risk, on a principal basis. Furthermore, the undersigned authorizes you to effect transactions in this account on any national securities exchange pursuant to Section 11 (a)(1)(H) of the Securities Exchange Act of 1934.

In addition, the undersigned authorizes to the agent to aggregate orders for the undersigned's account with those of other accounts over which the agent is exercising discretion, and to allocate the resulting purchases or sales among such participating accounts, including the undersigned's, on an average price basis. The undersigned understands that such aggregation may result in average prices that are more or less favorable than a separate transaction might produce.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by said agent or for the undersigned's account. Said agent is authorized to receive on behalf of the undersigned a copy of all notifications of any of the aforementioned transactions and all statements, notices and demands related thereto.

The undersigned acknowledges that said agent is either an officer or employee of your company and understands and agrees that, in acting or purporting to act under this authorization, he will act as the undersigned's agent and not as your agent.

The authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and you.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and actually received at your office at 125 Broad Street, New York, NY, Attention: New Accounts, but such revocation shall not affect any liability for transactions initiated prior to your receipt of the revocation and shall inure to the benefit of you and your successors or assigns

The undersigned hereby represents and warrants to you that (i) it is not and will not be an “employee benefit plan” within the meaning of the Employee Retirement Income Security Act of 1974, as amended, and (ii) the attached resolutions (Exhibit B) are true, complete and correct copies of resolutions adopted by its Board of Directors authorizing the individuals named therein to enter into the relationship contemplated herein, and such resolutions are the only resolutions adopted by the undersigned’s Board of Directors relating to the matters covered herein, have not been modified, amended or revoked and are in full force and effect of the date thereof. The undersigned agrees to inform you in writing if the attached resolutions are modified or amended.

In the event that the undersigned is a corporation, trust, association, partnership or other nonnatural entity, the undersigned represents and warrants that the execution, delivery and performance of this Trading Authorization has not resulted and will not result in any breach of any provision of, or under, the undersigned’s charter documents or by-laws, any agreement or instrument to which it is a party or by which it is bound, or any statute, order, rule or regulation applicable to it of any court or other governmental authority or the state of its principal place of business.

Print Name of Client: _____

By: _____
Title:

Print Name: _____

By: _____
Title:

Print Name: _____