

Investments, Inc.

Investments are: 1) Not insured by FDIC or any government agency;
2) Not a bank deposit or guaranteed by the bank;
3) May lose value.

180

For U.S. Bancorp Investments, Inc. Use Only

<input type="checkbox"/> New <input type="checkbox"/> Update	REP. ID #	PRINT REP NAME	REP PHONE (w/area code)	BRANCH #
SOURCE OF FUNDS		INITIAL TRANSACTION: <input type="checkbox"/> Buy <input type="checkbox"/> Transfer <input type="checkbox"/> Deposit <input type="checkbox"/> Rollover <input type="checkbox"/> Switch <input type="checkbox"/> Other:		ACCOUNT #

1. ACCOUNT TYPE *Account will be set up as a Cash Account unless indicated below.*

<input type="checkbox"/> Margin <input type="checkbox"/> Option <input type="checkbox"/> DVP	DTC #	AGENT #	INST Party #	INST #	Deliver:
---	-------	---------	--------------	--------	----------

2. ACCOUNT REGISTRATION *If also selecting Transfer on Death (TOD), must also submit signed TOD form.*

<input type="checkbox"/> Individual <input type="checkbox"/> Joint w/rights of survivorship <input type="checkbox"/> Joint tenants in common <input type="checkbox"/> Trust; all trustees must sign application. <i>Also submit USBI Trustee Certification of Trust</i>	<input type="checkbox"/> Individual w/TOD <input type="checkbox"/> JTWROS w/TOD	<input type="checkbox"/> Custodial; put minor's info in Sec. 3 <input type="checkbox"/> Guardianship; also submit legal document <input type="checkbox"/> Conservatorship; also submit legal document <input type="checkbox"/> Corporation; submit additional documents as applicable.	<input type="checkbox"/> Other:
---	--	---	---------------------------------

3. ACCOUNT HOLDER INFORMATION *If account holder is a trust, also submit USBI Trustee Certification of Trust.*

SSN/TID		TITLE OF ACCOUNT/NAME OF PRIMARY ACCT. HOLDER			DOB OR DATE OF TRUST	
STREET ADDRESS (Cannot be a P.O. Box)		CITY	STATE	ZIP CODE	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident Alien	<input type="checkbox"/> Nonresident Alien: complete W8 & OFAC
MAILING ADDRESS (If different than above. Cannot be a P.O. Box)		CITY	STATE	ZIP CODE	MARITAL STATUS	# OF DEPENDENTS
HOME PHONE NUMBER (w/area code)		WORK PHONE NUMBER (w/area code)		CLIENT ID TYPE AND NUMBER	ID #	<input type="checkbox"/> Driver's License <input type="checkbox"/> Govt. I.D. <input type="checkbox"/> Passport <input type="checkbox"/> Other
EMPLOYER <input type="checkbox"/> Retired <i>Indicate former employer</i>	EMPLOYER CITY AND STATE		YRS. W/EMPLOYER	OCCUPATION	TYPE OF BUSINESS	

4. JOINT TENANT, TRUSTEE, CUSTODIAN, GUARDIAN, CONSERVATOR, EXECUTOR

SSN/TID		NAME		DOB		<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident Alien	<input type="checkbox"/> Nonresident Alien: complete W8 & OFAC
HOME PHONE NUMBER (w/area code)		WORK PHONE NUMBER (w/area code)		CLIENT ID TYPE AND NUMBER	ID #	<input type="checkbox"/> Single <input type="checkbox"/> Married	# OF DEPENDENTS
EMPLOYER <input type="checkbox"/> Retired <i>Indicate former employer</i>		EMPLOYER CITY AND STATE		YRS. W/EMPLOYER	OCCUPATION	TYPE OF BUSINESS	

5. SECURITIES INDUSTRY AFFILIATION *If any question is answered yes, write details.*

Are you or an immediate family member:		<i>If yes to #1, 2, or 3:</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	1. A director, 10% shareholder, or policy making officer of any publicly traded company?	Name of person: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Employed by a broker/dealer, investment advisor, or other securities firm?	Relationship: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	3. A senior officer of a bank, savings and loan, insurance company, registered investment advisory firm, registered investment company, or a person who could influence the trading of investments in an institutional type account?	Name of firm/employer: _____

6. OWNER FINANCIAL AND INVESTMENT INFORMATION

TIME HORIZON <i>Write number of years.</i>							
INVESTMENT OBJECTIVE:	<input type="checkbox"/> Liquidation	<input type="checkbox"/> Preservation of Capital	<input type="checkbox"/> Income	<input type="checkbox"/> Balanced	<input type="checkbox"/> Growth	<input type="checkbox"/> Aggressive Growth	<input type="checkbox"/> Speculation
NET WORTH:	<input type="checkbox"/> < \$30K	<input type="checkbox"/> \$30K - < \$75K	<input type="checkbox"/> \$75K - < \$150K	<input type="checkbox"/> \$150K - < \$300K	<input type="checkbox"/> \$300K - < \$600K	<input type="checkbox"/> \$600K - < \$1MIL.	<input type="checkbox"/> \$1MIL. +
LIQUID NET WORTH:	<input type="checkbox"/> < \$25K	<input type="checkbox"/> \$25K - < \$50K	<input type="checkbox"/> \$50K - < \$100K	<input type="checkbox"/> \$100K - < \$200K	<input type="checkbox"/> \$200K - < \$500K	<input type="checkbox"/> \$500K - < \$1MIL.	<input type="checkbox"/> \$1MIL. +
FEDERAL TAX BRACKET:	<input type="checkbox"/> < 15%	<input type="checkbox"/> 15%	<input type="checkbox"/> 27%	<input type="checkbox"/> 30%	<input type="checkbox"/> 35%	<input type="checkbox"/> 38.6%	
ANNUAL INCOME:	<input type="checkbox"/> < \$20K	<input type="checkbox"/> \$20K - < \$35K	<input type="checkbox"/> \$35K - < \$50K	<input type="checkbox"/> \$50K - < \$75K	<input type="checkbox"/> \$75K - < \$150K	<input type="checkbox"/> \$150K +	
RISK TOLERANCE:	<input type="checkbox"/> Conservative	<input type="checkbox"/> Moderate Conservative	<input type="checkbox"/> Moderate	<input type="checkbox"/> Moderate Aggressive	<input type="checkbox"/> Aggressive		
INVESTMENT EXPERIENCE:	Options <input type="checkbox"/> < 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> Over 10 years			Bonds: Excluding US savings bonds <input type="checkbox"/> < 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> Over 10 years			
	Stocks <input type="checkbox"/> < 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> Over 10 years			Mutual Funds <input type="checkbox"/> < 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> Over 10 years			
	Annuities <input type="checkbox"/> < 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> Over 10 years						

7. FUNDING AND ACCOUNT HANDLING *If linking non-U.S. Bank account must submit voided check or encoded savings acct. slip.*

A. Link To Bank Account:				B. Duplicate Statements and Confirms <i>Optional.</i>			
ACH A: _____				Name _____			
ABA #: _____				Address _____			
ACH B: _____							
ABA #: _____							
C. Establish Money Market Sweep. <i>See Customer Agreement #23 on back of this page.</i>		D. Instructions.		E. Trading Authorization. <i>Optional.</i>		F. Securities Handling.	
<input type="checkbox"/> First American Prime Obligations		Proceeds/sells: <input type="checkbox"/>		<input type="checkbox"/> Full or <input type="checkbox"/> Limited.		Default = Street Name	
<input type="checkbox"/> First American Tax Free Obligations		Purchases/buys: <input type="checkbox"/>		<i>Also submit Trading Authorization Form.</i>		<input type="checkbox"/> Deliver to customer at address of record	
<input type="checkbox"/> Other: _____ <i>List fund family, fund name, & class.</i>		Dividends/interest: <input type="checkbox"/>					
		Principal: <input type="checkbox"/>					
		Maturities (bonds): <input type="checkbox"/>					
		Money market interest: <input type="checkbox"/>					

8. SIGNATURE AND CERTIFICATION

TAXPAYER CERTIFICATION Under penalty of perjury I certify that (1) the number shown on this form is my correct taxpayer identification number; (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; and (3) I am a U.S. person (including a U.S. resident alien) or (4) If I am not a U.S. person, I am submitting a W8 as advised by my tax advisor with this form. If I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting, I must cross out (2) in this certification.

The Internal Revenue Service (IRS) does not require the customer's consent to any provision of this document other than the certifications required to avoid backup withholding.

The terms and conditions contained in the Customer Agreement printed on page two of this application are a part of this application document. A predispute arbitration clause is included in Item 16 in the Customer Agreement. Customer agrees to be bound by the terms and conditions contained in the Customer Agreement and as may be amended from time to time.

• By signing below I agree to be bound by the terms and conditions of the USBI Customer Agreement.
• I attest that the information provided in this application was completed prior to signing and is true and correct.
• I acknowledge receipt of a copy of this application, the Custodial Agreement and Disclosure Statement, and "Important Information You Need to Know About Your Accounts and General Product Acknowledgment."

X	X
Signature Primary Account Holder or Responsible Party	Signature Joint Tenant
Date	Date

For U.S. Bancorp Investments, Inc. Use Only

INVESTMENT REP. SIGNATURE	DATE	USBI PRINCIPAL SIGNATURE	DATE
---------------------------	------	--------------------------	------

Customer Agreement

In consideration of U.S. Bancorp Investments, Inc. ("USBI") accepting and maintaining one or more accounts for the undersigned (hereafter referred to in the first person singular irrespective of whether the account is an individual or joint account or an institutional account), I agree that all transactions with respect to any such account shall be subject to the following terms:

- Nature of Broker-Dealer.** USBI IS NOT A BANK. USBI IS A CORPORATE ENTITY SEPARATE AND DISTINCT FROM ITS AFFILIATES. NONE OF THE ACTIVITIES OR OBLIGATIONS OF USBI ARE GUARANTEED BY ANY OF ITS AFFILIATES, BANK OR NON-BANK, NOR SHALL ANY SUCH AFFILIATE BE RESPONSIBLE TO ME FOR PERFORMING ANY OF USBI'S OBLIGATIONS. NON-DEPOSIT INVESTMENT PRODUCTS SOLD, OFFERED OR RECOMMENDED BY USBI ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.
- Applicable Rules and Regulations.** This Agreement and all transactions under this Agreement will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed and applicable federal and state laws, rules and regulations as well as all applicable rules and regulations of the Self Regulatory Organization.
- Definitions.** For purposes of this Agreement, "securities and other property" includes, but is not limited to, money, securities, financial instruments of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. An "affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with USBI.
- Authority to Act as Broker.** In purchasing and selling securities and other property for me, USBI shall act as my broker except where specific agreement or notice in writing is given to the contrary. USBI may employ sub-brokers of their selection. USBI may deal with members of any exchange who are specialists or odd-lot dealers who in the execution of my orders may act as sub-brokers for me and may also buy and sell securities and other property for themselves as dealers for their own accounts.
- Accounts Covered.** This Agreement covers all accounts that I may open or reopen with USBI (either individually or jointly with others) and all transactions for or on my account will be considered to be included in a single account.
- Joint Accounts.** In the case of joint accounts, each of us shall be fully and completely liable for any obligations and losses of such account and any amounts due USBI. Each of us has full power and authority to make purchases and sales, withdraw money and securities and other property from such account and to do anything else with reference to such account.
- Payment of Obligations Upon Demand.** I will discharge my obligations to USBI upon demand and pay amounts due USBI, including costs and expenses of collection and attorney's fees incurred in connection with collection.
- Fees and Commissions.** I agree to the fees and commissions indicated on USBI's schedule of fees and commissions as may be amended from time to time. USBI will furnish to me a copy of its current schedule upon my request.
- Failed Transactions.** If on or before the settlement date I fail to pay in full for any security purchased for my account or I fail to deliver any security sold for my account, USBI is authorized in its discretion and without notice or demand to take any one or more of the following actions: to cancel the transaction, sell the securities covered thereby, "buy-in" securities or other property required to make delivery for my account, charge my account for the amount due, hold me liable for any resulting loss including but not limited to the interest cost to carry any securities purchased and/or impose late fees.
- Set Off and Other Rights of Broker-Dealer.** In the event that: (a) the margin of any of my accounts shall not meet your requirements; (b) I fail to pay any fees for USBI services within thirty (30) days after they become due or, in any event, prior to closing my account; (c) a petition in bankruptcy or for the appointment of a receiver shall be filed by or against me; (d) an attachment or garnishment shall be levied or served with respect to any of my accounts; (e) I (if an individual) shall die; or (f) USBI shall deem it necessary for its protection, USBI is then hereby authorized, in its sole discretion to: (i) close out any margin accounts; (ii) buy any and all securities which may be short in such accounts; (iii) close any or all outstanding contracts; (iv) reduce or satisfy any indebtedness of me to USBI by selling, at public or private sale, any or all of the securities or other property which may be in your possession, or which may be carried by you for me (either individually or jointly with others); or (v) buy, at public or private sale, any and all securities sold for my account but not received from me. Any or all of the foregoing options may be undertaken by USBI without advertising the same, and without prior tender or notice to, or demand upon me. Upon any sale other than a private sale, USBI may purchase the whole or any part thereof for your own account. No specific tender, demand or notice, nor any failure on the part of USBI to exercise such right to reduce or satisfy any such indebtedness shall invalidate the waiver of tender, demand and notice herein contained. After deducting all costs and expenses of such sales and purchases, including commissions and stamp taxes, USBI shall apply the net proceeds to the payment of my obligations to USBI, and I shall remain liable for deficiency remaining in such accounts.
- Authority to Sell, Purchase or Cancel.** Any sale, purchase or cancellation authorized by paragraphs 9 and 10 of this Agreement may be made according to USBI's judgment and in its discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale, without advertising the same and without any notice, prior tender, demand or call, and USBI may purchase the whole or any part of such securities free from any right of redemption. In any case I will remain liable for any deficiency and will be responsible for any loss, cost or expense of collection (including, but not limited to, attorney's fees) that USBI may sustain.
- Confirmations and Account Statements.** Order confirmations and account statements will be conclusive if I do not object in writing within ten days after the confirmation has been forwarded to me or within ten days in the case of an account statement.
- Sharing of Information.** USBI may not share my non-public personal information with any unaffiliated third parties except as permitted by law or pursuant to my consent. USBI may share my transaction experience and other non-public information with its affiliates, provided I have not made written objection to such sharing directly to USBI.
- Margin Loans and Options.** Margin loans, if any, shall be made by USBI. I shall not request any margin loan or option transaction without first complying with all requirements of USBI.
- Recording of Telephone Conversations.** For our mutual protection, USBI and its agents may record our telephone conversations by electronic recording equipment. This authorization constitutes standing and continuing permission to record all telephone conversations. USBI need not give me specific notice of the recording of any particular telephone conversation.

- My Reporting Obligation.** In the interest of better customer service and for our mutual protection, I agree to immediately report any trades and transactions that were executed without my prior authorization; any transactions that I believe to be unsuitable given my investment objectives; any transactions which are not properly reflected on my confirmation or monthly statement; or any other activities or omissions by USBI or its agents or employees that I believe to be improper. Such communication will be directed to the Director of Compliance.
 - Monitoring of Call Notices.** USBI is required to use only reasonable care to monitor call notices published by a reporting service relating to securities held by it in nominee name for my account; USBI does not have any obligation to monitor call notices published in any other publications or relating to securities held by it in my name, which remain my responsibility.
 - Pre-Dispute Arbitration Agreement.** I understand and acknowledge that:
 - Arbitration is final and binding on the parties.**
 - The parties are waiving their right to seek remedies in court, including their right to a 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.**
 - 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, nor 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 to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**
- I agree that any controversy arising out of or relating to my account, to transactions with or for me or to this agreement or the breach thereof, whether executed or to be executed within or outside of the United States, and whether asserted against USBI and/or its present or former agents or employees, will be settled by arbitration before and in accordance with the then current rules of the National Association of Securities Dealers, Inc. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this agreement, the arbitrability of disputes under this agreement shall be governed by the Federal Arbitration Act.
- Notification of Changes.** I agree to notify USBI immediately of any changes to the representations I have made in this Agreement.
 - Amendments and Assignments.** No provision of this Agreement may be waived or amended except in writing and signed by an authorized officer of USBI. I agree that USBI may amend this Agreement upon notice to me. This Agreement will be continuous and will survive any temporary or intermittent closing out or reopening of any account with USBI, shall be binding upon my heirs and estate and shall inure to the benefit of USBI's successors and assigns and its Clearing Agents. USBI may transfer my accounts to its successors and assigns.
 - Governing Law.** This Agreement and its enforcement will be governed by the laws of the State of Minnesota.
 - Severability.** If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition, and the validity of the remaining provisions and conditions will not be affected.
 - Sweep Account Authorization.** Whenever I select the option to sweep funds in any account maintained with USBI to a designated money market fund, I specifically consent to the transfer of funds from the account to the designated money market funds for the purchase of the money market fund securities from the account and for USBI to sell securities of the money market fund on my behalf and transfer the proceeds to the account to pay for other securities purchased or to pay cash to me pursuant to the procedures and limitations USBI may from time to time establish. I may withdraw this consent at any time by providing written notice of my desire to discontinue participation in the automatic transfer of funds between my account with USBI and the designated money market fund.
 - Payment for Order Flow:** USBI transmits customer orders for execution to various U.S. exchanges or market centers based on a number of factors. These include trading characteristics of the security and availability of efficient automated transaction processing. Listed equity securities will post on registered national securities exchanges. USBI will route most of its orders for the over-the-counter equity securities to its affiliate market makers Herzog Heine Geduld and Knight/Trimark. Market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. USBI does receive cash for payments for order flow and credit received towards the expense charged by market centers. Further information about the source and nature of the compensation for a particular transaction will be provided upon written request.
 - Disclosure of Beneficial Ownership.** I understand that for shareholder communications, USBI will disclose my name to issuers of securities held in my account, unless I direct USBI otherwise in writing.
 - Account Protection.** The securities held in your U.S. Bancorp Investments, Inc. trading account and cash on deposit for the purpose of purchasing securities, or as a result of the sale of securities, are protected by the Securities Investor Protection Corporation (SIPC). SIPC protects each customer up to a maximum of \$500,000, including up to \$100,000 on claims for cash balances awaiting re-investment. SIPC does not protect against losses from the rise and fall in market value of your investment. It does, however, provide important protections against certain losses if a SIPC member fails financially and is unable to meet obligations to its securities customers. For details, please see www.sipc.org.
U.S. Bancorp maintains Financial Institution Bond coverage of \$150,000,000. This bond covers loss of money and securities from a variety of causes including employee dishonesty, destruction or mysterious disappearance of property, forgery, wire transfers or computer fraud.