

RESOLUTION NO. 04-05

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James E. Singer ON THE 21st
DAY OF February, 2005.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF
THE CITY OF CENTERVILLE, TO EXECUTE AN AGREEMENT WITH
FIFTH THIRD SECURITIES, INC.

WHEREAS, Fifth Third Securities, Inc. offers investment brokerage services for
the investments of the City of Centerville, and

Whereas, the City of Centerville entered into an Institutional Account agreement
with Fifth Third Securities, Inc. in 2002, and

WHEREAS, Fifth Third Securities, Inc. has modified its Institutional Account
Application, and

WHEREAS, it has been determined that it is in the best interest of the City to
maintain its Institutional Account with Fifth Third Securities, Inc. to invest strictly in
securities allowed under the City's Investment Policy.

NOW THEREFORE, THE CITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager be and is hereby authorized to execute an
Agreement between the City of Centerville and Fifth Third Securities, Inc., to provide
investment brokerage services for the City of Centerville. A copy of said Agreement is
attached hereto and marked as Exhibit "A."

SECTION 2. That this resolution shall become effective immediately upon
passage.

PASSED this 21st day of February, 2005.

C. M. Kuge
Mayor of the City of Centerville, Ohio

ATTEST:

Wanda J. McLaughlin
Clerk of the Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies the foregoing to be a true and correct copy of Resolution No. 04-05, passed by the Council of the City of Centerville, Ohio, on the 21st day of February, 2005.


Clerk of Council

Approved as to form, consistency
With existing ordinances, the charter
And constitutional provisions.

Department of Law
Scott Liberman
Municipal Attorney



Institutional Account Application

Account Number: _____

INSTITUTIONAL ACCOUNT INFORMATION

Type of Organization

- | | | |
|--|--|--|
| <input type="checkbox"/> Bank | <input type="checkbox"/> Financial Advisor or Investment Advisor | <input type="checkbox"/> Pension Fund/ Profit Sharing Plan |
| <input type="checkbox"/> Bank/ Broker Dealer | <input type="checkbox"/> Government Agency (Public Funds) | <input type="checkbox"/> Private Agency or Charity |
| <input type="checkbox"/> Broker | <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Savings & Loan |
| <input type="checkbox"/> Corporation/ LLC | <input type="checkbox"/> Investment Company | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Credit Union | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other _____ |

ACCOUNT TITLE & ENTITY INFORMATION

Title: _____
 TIN _____
 SSN _____

Legal Address (No P.O. Boxes) _____
 City _____ State _____ Zip Code _____

Customer Identification Program: Federal Law requires all financial institutions to obtain, verify, and record information that identifies each individual opening an account. This includes all personal and commercial accounts, including loan and deposit accounts, as well as trust, insurance and brokerage accounts.

What This Means to Our Customers: When you open an account, a Fifth Third employee will ask for your name, address, date of birth and other information that will allow Fifth Third to identify you. You will also be asked to show your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Fifth Third. Thank you for helping us follow this federally mandated procedure.

The following entities are excluded from the definition of customer:
 A financial institution regulated by a Federal functional regulator;
 Banks regulated by a state bank regulator;
 A department or agency of the U.S., of any State, or of any political subdivision of any State;
 Any entity established under the laws of the United States, of any state, or any political subdivision of any state, or under an interstate compact between two or more states that exercises governmental authority on behalf of the U.S. or any such state of political subdivision; or
 Any entity other than a bank whose common stock or analogous equity interests are listed on the NYSE or the AMEX or whose common stock or analogous equity interests have been designated by NASDAQ NMS listed on the NASDAQ Stock Market (except stocks or interests listed under the separate "NASDAQ Small-Cap Issues" heading), provided that, for purposes of this provision, a person that is a financial institution, other than a bank, is an exempt person only to the extent of its domestic operations;
 Accounts that meet one of the definitions above are exempt from CIP requirements. However, all other account types must provide data for BOTH the entity and the person authorizing the account.

ACCEPTABLE TYPE OF ID
 The following are acceptable types of ID (must be unexpired) for individuals: Driver's License, State ID Card, Passport, Military ID, Mexican Consulate, Other:

Person Authorizing Account: _____
 Type of ID: _____ ID Number: _____
 State/Country of Issuance: _____ Date of Issuance: _____ Expiration date: _____

ACCEPTABLE TYPES OF DOCUMENTATION

| | | | | |
|------------------|--------------------------|-------------------------------------|----------------------|---------------|
| SEC Filing | Filed Tax Return | Certified Articles of Incorporation | Financial Statements | On-Site Visit |
| Business License | Tax Determination Letter | Partnership or Trust Agreement | FICA Statement | Other |

Type of Document: _____ Person Authorizing Account: _____
 State/Country of Issuance: _____

Account Application Delivered To Customer (As defined above) Must be provided prior to account opening.
 In Person Fax Mail

CONTACT INFORMATION

Primary Contact: _____ Phone Number: _____
 Email Address: _____

Are you a Non-U.S. citizen with more than \$500,000 on deposit with Fifth Third? No Yes (Complete PATRIOT ACT form)
 Are you a Senior Foreign Official of a government branch, military branch, political party, or foreign government-owned company, or a close personal or professional associate of one of these persons? No Yes (Complete PATRIOT ACT form)

Secondary Contact: _____ Phone Number: _____

CLIENT PROFILE

| | | | | | | | | | | | | | |
|---|---|---|---|--|---------------------------------------|--------------------------------------|-------------------------------------|--|-------------------------------------|---|---|---------------------------------------|--------------------------------------|
| Portfolio Size <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> \$100 million - \$500 million <input type="checkbox"/> \$10 million - \$100 million <input type="checkbox"/> \$500 million + | Investment Objective <input type="checkbox"/> Preservation of Capital <input type="checkbox"/> Income <input type="checkbox"/> Capital Appreciation <input type="checkbox"/> Trading <input type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Other: _____ | | | | | | | | | | | | |
| Asset Size <input type="checkbox"/> Less than \$50 million <input type="checkbox"/> \$500 million - \$1 billion <input type="checkbox"/> \$50 million - \$500 million <input type="checkbox"/> \$1 billion + | | | | | | | | | | | | | |
| Fixed Income Maturity & Quality Ratings Sought ___ Maximum Maturity (number of years) ___ Minimum Allowable Quality Rating (AAA, AA, A, BBB, BB, B, etc.) ___ Minimum Short-Term Rating (A1, P1, A, P, A2, P2, etc.) ___ Other: _____ | Tax Bracket (please specify) _____ | | | | | | | | | | | | |
| Investment Experience (Check All That Apply) <table style="width:100%;"> <tr> <td><input type="checkbox"/> Agencies</td> <td><input type="checkbox"/> Corporate Debt</td> <td><input type="checkbox"/> Mortgage-Backed</td> </tr> <tr> <td><input type="checkbox"/> Asset Backed</td> <td><input type="checkbox"/> Governments</td> <td><input type="checkbox"/> Municipals</td> </tr> <tr> <td><input type="checkbox"/> Certificates of Deposit</td> <td><input type="checkbox"/> High Yield</td> <td><input type="checkbox"/> Mutual Funds/ UITs</td> </tr> <tr> <td><input type="checkbox"/> Commercial Paper</td> <td><input type="checkbox"/> Money Market</td> <td><input type="checkbox"/> Zero-Coupon</td> </tr> </table> | | <input type="checkbox"/> Agencies | <input type="checkbox"/> Corporate Debt | <input type="checkbox"/> Mortgage-Backed | <input type="checkbox"/> Asset Backed | <input type="checkbox"/> Governments | <input type="checkbox"/> Municipals | <input type="checkbox"/> Certificates of Deposit | <input type="checkbox"/> High Yield | <input type="checkbox"/> Mutual Funds/ UITs | <input type="checkbox"/> Commercial Paper | <input type="checkbox"/> Money Market | <input type="checkbox"/> Zero-Coupon |
| <input type="checkbox"/> Agencies | <input type="checkbox"/> Corporate Debt | <input type="checkbox"/> Mortgage-Backed | | | | | | | | | | | |
| <input type="checkbox"/> Asset Backed | <input type="checkbox"/> Governments | <input type="checkbox"/> Municipals | | | | | | | | | | | |
| <input type="checkbox"/> Certificates of Deposit | <input type="checkbox"/> High Yield | <input type="checkbox"/> Mutual Funds/ UITs | | | | | | | | | | | |
| <input type="checkbox"/> Commercial Paper | <input type="checkbox"/> Money Market | <input type="checkbox"/> Zero-Coupon | | | | | | | | | | | |

ACCOUNT SETTLEMENT INSTRUCTIONS

| | |
|--|---|
| Payment Instructions: <input type="checkbox"/> Delivery vs. Payment <input type="checkbox"/> Payment by Wire <input type="checkbox"/> Money Market (please specify) _____ <input type="checkbox"/> Debit/Credit Fifth Third* *If debit/credit Fifth Third <input type="checkbox"/> DDA Account: _____ <input type="checkbox"/> SAV Account: _____ <input type="checkbox"/> Other: _____ | Duplicate Statements & Confirms Sent To: <input type="checkbox"/> Statement <input type="checkbox"/> Confirm <input type="checkbox"/> Both Name: _____ Address: _____ City: _____ State: _____ Zip: _____ <input type="checkbox"/> Statement <input type="checkbox"/> Confirm <input type="checkbox"/> Both Name: _____ Address: _____ City: _____ State: _____ Zip: _____ |
| Delivery Instructions: <input type="checkbox"/> Delivery by DTC DTC Number _____ NSCC Number _____ Agent Bank Number _____ ID Customer Number _____ Agent Internal Account _____ Interested Party Number _____ | <input type="checkbox"/> Delivery by Fed Wire ABA Number _____ Federal Reserve Short Name _____ Account Number _____ <input type="checkbox"/> Instructions Attached |

TAX INFORMATION & SIGNATURES

(Cross out item [2] if subject to backup withholding.)
 Under penalties of perjury, I certify
 [1] The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 [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, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 [3] I am a U.S. person (including a U.S. resident alien)
 To Brokerage Services: In consideration of your accepting this account, I hereby acknowledge that I understand and agree to the terms set forth in the Customer Agreement (including the predispute arbitration clause, a copy of which I have received, as found on page 5) and the Certification Statement, which I have both read. I UNDERSTAND THAT THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE MY CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

PRIVACY POLICY ACKNOWLEDGEMENT

Only required for individual consumers & trusts

_____ (Customer Initials) I acknowledge that I have received a copy of the Fifth Third Privacy Policy.
 _____ (Customer Initials) I acknowledge that I have received a copy of the Fifth Third Securities Business Continuity Plan.

| | |
|-----------------------------|-------------|
| Authorized Officer: _____ | Date: _____ |
| Authorized Officer: _____ | Date: _____ |
| Investment Executive: _____ | Date: _____ |
| Principal Acceptance: _____ | Date: _____ |

A. Fifth Third Securities, Inc., member NASD/SIPC, is a wholly owned subsidiary of Fifth Third Bancorp. Fifth Third Securities, Inc. is not a bank. Products offered through Fifth Third Securities, Inc. are not insured by the FDIC, not deposits or other obligations of any bank, and are not guaranteed by any bank. They are subject to investment risks, including the possible loss of principal invested.

B. If you do not indicate your investment direction for all or any portion of the assets in this account, or if all or any portion of such assets would otherwise be held as an uninvested cash balance in this account, the Custodian, subject to such minimum amounts and procedures that it may adopt, shall invest such assets in the Fifth Third Prime Money Market Fund, until such time the Custodian is directed to invest such assets elsewhere. You further acknowledge receipt of a prospectus regarding the Fifth Third Prime Money Market Fund.

C. I understand that I will be charged certain fees for doing business with Fifth Third Securities. I further understand that you may change the fee schedule from time to time and I agree to be bound by such changes. You may terminate any or all services contemplated hereunder at any time.

D. I acknowledge that my copy of this application shall serve as notification of my account record information.

Brokerage Account Customer Agreement

To: My Broker/Dealer ("You") - For accounts with more than one account holder, "I" refers to all account holders.

1. **Nature of Services Provided.** I understand that all information supplied by the undersigned will be subject to verification, and that the information on this application is correct. I understand that you have entered into an agreement with National Financial Services LLC ("NFS") (a NYSE member firm) to execute and clear all brokerage transactions. National Financial Services LLC will provide margin loans if the account applies for and is approved for margin lending. I understand that neither you nor NFS provide investment advice in connection with this account nor do you give advice or offer any opinion with respect to the suitability of any security or order and that no fiduciary relationship exists.

2. **Applicable Rules and Regulations.** All transactions are subject to the constitution, rules, regulations, customs and usages of the exchange or market (and its clearing house, if any) where executed as well as to any applicable federal or state laws, rules and regulations.

3. **Security Interest.** Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by NFS or carried for my accounts now or hereafter opened shall be subject to a general lien for the discharge of my obligations to you or NFS (including unmatured and contingent obligations), and you may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or other obligations whether or not you have made advances with respect to such property. At any time in your discretion, you may, without notice to me, apply and/or transfer any securities, related contracts, cash or any other property interchangeably between my accounts, whether individual or joint, from any of my accounts to any account guaranteed by me. No provision of this agreement concerning liens or security interest shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.

4. **Payment Upon Demand.** The undersigned shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of the accounts of the undersigned, and the undersigned shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by you or by the undersigned; and the undersigned shall make payment of such obligations and indebtedness upon demand. All transactions in any of my accounts are to be paid for or securities delivered no later than 2:00 p.m. Eastern Standard time on the settlement date. I agree that if after demand I fail to pay the indebtedness, you may close my (our) account and liquidate the assets in my (our) account in an amount sufficient to pay my (our) indebtedness.

5. **Liability for Costs of Collection.** The reasonable costs and expenses of collection of the debit balance or any unpaid deficiency in the account of the undersigned including, but not limited to, attorney's fees, incurred and payable or paid by you shall be reimbursed by the undersigned.

6. **Receipt of Communications.** Communications may be sent to the undersigned at the address of the undersigned or at such other address as the undersigned may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned personally, whether actually received or not. Reports of executions or orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days respectively, after transmitted to me by mail or otherwise.

7. **Affiliations.** I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to you that the securities are restricted.

8. **Extraordinary Events.** Neither you nor NFS shall be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control, including but not limited to extreme market volatility or trading volumes.

9. **Purchase of Precious Metals.** I understand and acknowledge the following in regard to the purchase of precious metals: a) The Securities Investor Protection Corporation (SIPC) does not provide protection for precious metals. However, if stored through NFS, they are insured by the depository at market value. b) Precious metals are not marginable. c) Precious metals investments can involve substantial risk as prices can change rapidly and abruptly. Therefore any advantageous purchase or liquidation price cannot be guaranteed. d) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

10. **Core Account.** Subject to prior payment by you and on my behalf of any outstanding balances or obligations in my account including, but not limited to, Account settlements, amounts contributed and received will be held in the Core Account. The Core Account may be a money market fund ("Core Fund"), a taxable interest bearing credit account, or any other option my Broker/Dealer makes available to me. In the event that I carry a margin account with National Financial Services LLC, I authorize you to transfer from my Core Account any sums necessary to maintain the required minimum equity in such margin accounts. My account statement details all activity in the Core Account. This is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I agree that I will obtain and read the prospectus before investing any money in the Core Fund.

Any free credit balances in the Account (i.e., any cash that may be transferred out of the Account without giving rise to interest charges) in excess of \$1 will be automatically invested on a daily basis in my Core Fund. Amounts of less than \$1 will automatically be invested weekly. Any fund I am able to later choose as my Core Fund will also be subject to these provisions.

Interest and dividends accrued daily are paid monthly on those free credit balances. A variable rate of interest or dividends may be paid on cash balances awaiting reinvestment (excluding any short credit balances). The variable rate of interest paid for the Taxable Interest bearing credit account will be determined by the average credit balance for the period in which uninvested assets remain in the account. My Broker/Dealer reserves the right to increase or decrease the rate of interest at any time without notice.

An investment in any money market mutual fund is not guaranteed by the FDIC or any other government agency. Although money market funds seek to preserve the value of my investment at \$1 per share, it is possible to lose money by investing in the fund.

Investments by check may be promptly credited to my Core Fund on a daily or weekly basis in accordance with the above minimums for the automatic investments, and will earn dividends of the Core Fund as described in that fund's prospectus, prior to final collection of such checks. I understand that access to the redemption proceeds of the Core Fund shares purchased with monies so advanced may be withheld for up to seven days, 20 business days for acceptable foreign checks, to assure that such checks have been collected.

Shares of the Core Fund will be redeemed at their net asset value, and I agree that such shares shall be automatically redeemed to satisfy debit balances in the Account, electronic funds transfers, and other authorized debit items. If I so elect and upon my telephoned instructions, monies representing the redemption of Core Fund shares may be transferred to a bank account designated by me. Such monies shall be submitted, at your election, via the Federal Reserve Wire System or an automated clearing house system. Except as otherwise limited by federal or state law, I hereby ratify any such actions and agree that neither you nor a fund's transfer agent will be liable for any loss, liability, cost or expense (i) so long as they have acted in accordance with

the procedures set forth herein or in the applicable fund prospectus, or (ii) for acting upon instructions with respect to money transfers given by any person if believed to be genuine, provided monies are transferred to the bank account designated by me. I have received and read a copy of the prospectus of the Core Fund containing a more complete description of it and its operations.

Additionally, I hereby ratify any instructions given on this Account and any account into or from which I exchange and agree that neither you, nor the fund's transfer agent will be liable for any loss, cost or expense for acting upon such instructions (by telephone or writing) believed by them to be genuine and in accordance with the procedures described in the fund prospectus. I understand that it is my responsibility to read the prospectus of any other fund into which I exchange. Written instructions should be signed by all account holders.

11. **Payment of Items.** I understand that all debit items, including Account transactions, checks and debit card transactions if I have applied for Asset Management Features, other account charges, and other transactions will be accumulated daily, and that NFS will make payment of these items on my behalf to the extent sufficient funds are available. I will maintain sufficient assets in my account to satisfy all obligations as they become due. As used in this Brokerage Account Customer Agreement, the total of cash, Core Account balances, and margin loan value shall be the "Collected Balance." I understand that payment of any debit item in my account will be made, first, from any cash balance available that day (defined as cash available to me on demand without giving rise to margin interest charges), and second, when I have no remaining cash balance, from shares available in my Core Fund, and third, if I have applied for margin privileges, any available margin loan value of my marginable securities. In the event margin credit is extended by NFS, interest will accrue beginning on the date credit is extended and is subject to the terms of the Supplemental Application for NFS Margin Account Privileges. Payments for debit items will be made on my behalf in the following order as they become due:

First, securities transactions (including margin calls if applicable) and other account fees;

Second, debit card transactions (if applicable); and

Third, my Asset Management Account checks (if applicable).

NFS and my Broker/Dealer shall not be responsible for the dishonor of any transaction due to insufficient Collected Balance. Other transactions that I initiate or to which I have consented may also reduce the Collected Balance in my account.

I understand that in the event any liability arises in my account that remains unpaid after payment is requested of me, NFS and my Broker/Dealer shall have the right to sell, liquidate, transfer, redeem, or otherwise apply any asset, money, property, security, or shares that I may now or ever have an interest in for the purpose of satisfying that obligation. No further demand or notice shall be required prior to taking such an action.

12. **Choice of Marketplace.** When securities may be traded in more than one marketplace, NFS or my Broker/Dealer may use its discretion in selecting the market in which to place my order.

13. **Termination of Account.** This Agreement will remain in effect until its termination by me is acknowledged in writing by your authorized representative. You may terminate this Agreement upon written notice to me mailed to my last address given to you.

I understand that my Account may be terminated by me, my Broker/Dealer, or NFS at any time. Termination will result in the cancellation of all check-writing, debit card (if applicable), account and other features or privileges. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me whether arising before or after termination.

In the event my accounts are held directly at NFS due to my Broker/Dealer changing clearing firms or for other reasons, I understand that my account will be restricted. Such restrictions may include, but not be limited to loss of electronic trading privileges, ability to place liquidating orders only, and imposition of account maintenance fees. The commission and transaction fees charged in these cases may change.

14. **Settlement of Transactions.** I agree to make available to my Broker/Dealer collected funds in an amount sufficient to cover the amount due on all transactions by 2 p.m. Eastern time on settlement date, and I agree to deliver my securities I have in my possession in sufficient time to be received by my Broker/Dealer one day before settlement date. My Broker/Dealer and NFS reserve the right to cancel or liquidate at my risk any transaction not timely settled.

15. **Credit Information.** To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to National Financial Services LLC ("NFS") require that my Broker/Dealer obtain my name, date of birth, address and a government-issued identification number before opening my account to verify my identity. In certain circumstances, my Broker/Dealer may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships or other organizations, identifying documentation is also required. My account may be restricted and/or closed if my Broker/Dealer and/or NFS cannot verify this information. Neither my Broker/Dealer nor NFS will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon, or closing of my account.

Any information I provide to my Broker/Dealer may be shared by my Broker/Dealer and/or NFS with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with any applicable privacy policy of your Broker/Dealer and the National Financial Services LLC Privacy Policy. Any information I give to my Broker/Dealer may be subject to verification and I authorize my Broker/Dealer and/or NFS to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. My Broker/Dealer and/or NFS also may monitor or tape-record conversations with me in order to verify data about any transactions I request and I consent to such monitoring or recording.

16. **Account Protection.** Securities in accounts carried by National Financial Services LLC ("NFS"), a Fidelity Investments company, are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, please see www.sipc.org. NFS has arranged for additional unlimited insurance protection for cash and securities to supplement its SIPC coverage. This additional protection covers total net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.

17. **Joint Accounts.** If this is a joint account, "I" refers to all account holders, and each of the account holders jointly and severally agrees that any account holder has authority on behalf of the joint account to:

- buy, sell (including short sales) and otherwise deal in stocks, bonds, options, and other eligible securities or other investments on margin or otherwise;
- receive demands, notices, confirmations, reports, statements of account and communications of every kind on behalf of the joint account;
- receive money, securities and property of every kind and dispose of the same on behalf of the joint account;
- make agreements relating to any of the foregoing matters and to terminate, modify or waive any of the provisions of the agreement on behalf of the joint account; and
- deal with my Broker/Dealer as fully and completely as if he (she) alone were interested in this account and without notice to the other account participants.

All obligations and liabilities arising under this account are joint and several and may be enforced by my Broker/Dealer or NFS against any or all account holders. My Broker/Dealer is authorized to follow the instructions of any joint account holder, without notice to any other account holder, in every respect and to deliver any or all monies, securities or other property to any joint account holder upon the instructions of any joint account holder, or to any other person upon such instructions, even if such delivery or payment is to that joint account holder personally and not to the other(s). My Broker/Dealer will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed to my Broker/Dealer and delivered to its office. My Broker/Dealer, or NFS, in their sole discretion and for their sole protection, may terminate the account upon receipt of such notice and may require the written consent of all account holders prior to acting upon the instructions of any account holder.

Laws governing joint ownership of property vary from state to state. I understand that I am responsible for verifying that the joint registration I select is valid in my state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of either tenant, the entire interest in the joint account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For tenants in common, joint tenants are responsible for maintaining records of the percent of ownership. In the event of death of either tenant the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating community property vary. Consult your own legal advisor.

18. Trust and Business Accounts. If these accounts are trust or business accounts, or these accounts are not owned by individual person(s), "I" also refers to all account holders, trustees, corporate officers, partners, club members, custodians, guardians, executors, and any other authorized person(s) who hold(s) any position of ownership or fiduciary responsibility for these accounts.

Notice to the Customer ("You")

Payment for Order Flow. Your Broker/Dealer or NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution*, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.

Your Broker/Dealer and/or NFS receives remuneration, compensation or other consideration for directing customer orders for equity securities to particular broker/dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

* Please note: Orders placed through any telephone, electronic or online trading systems cannot specify a particular market center for execution.

Investment Objective Definitions:

The following definitions are guidelines to assist customers in communicating their investment objectives to Fifth Third Securities. The stated objectives pertain to the respective account, as different accounts held by an individual may have different objectives. Objectives may be combined (i.e., Capital Appreciation/Income) providing the combination is not contradictory.

Preservation of Capital: An investment objective of Preservation of Capital indicates you seek to maintain the principal value of your investments and are interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high quality, short-term fixed income products.

Income: An investment objective of Income indicates you seek to generate income from investments and are interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of typical investments might include high quality, short and medium-term fixed income products, short-term bond funds and covered call options.

Capital Appreciation: An investment objective of Capital Appreciation indicates you seek to grow the principal value of your investments over time and are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower quality, medium-term fixed income products, equity mutual funds and index funds.

Trading: A strategy that allows for positions to be sold as appropriate based on market circumstances.

Taxable: A strategy allowing for investments that produce taxable income or gains.

Tax Exempt: An investment strategy that seeks to reduce or eliminate the amount of taxable income received by the investor.

Other: Defined by Broker/Dealer or Account Holder.

New York Stock Exchange Rule 382 requires that your Broker/Dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your Broker/Dealer and NFS. A more complete description is available upon request.

Your Broker/Dealer is responsible for (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating and supervising your brokerage account and its own activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to your margin account (if applicable), and (6) maintaining the required books and records for the services it performs.

NFS shall perform the following tasks at the direction of your Broker/Dealer: (1) execute, clear and settle transactions processed through NFS by your Broker/Dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your Broker/Dealer has undertaken to do so). Certain pricing and other information may be provided by your Broker/Dealer or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your Broker/Dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your Broker/Dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs.

This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts which the undersigned may open or reopen with you, and shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, and assigns and you may transfer the account of the undersigned to your successors and assigns, and this Agreement shall be binding upon heirs, executors, administrators, successors and assigns of the undersigned.

Brokerage Account Pre-Dispute Arbitration Agreement

I AM AWARE OF THE FOLLOWING:

- (A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- (B) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- (C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- (D) 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.
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

I AGREE THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN US CONCERNING ANY ORDER OR TRANSACTION, OR THE CONTINUATION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO BEFORE, ON, OR AFTER THE DATE THIS ACCOUNT IS OPENED, SHALL BE DETERMINED BY ARBITRATION BEFORE A PANEL OF INDEPENDENT ARBITRATORS SET UP BY EITHER THE NEW YORK STOCK EXCHANGE, INC., OR NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., AS I MAY DESIGNATE. IF I DO NOT NOTIFY YOU IN WRITING WITHIN FIVE (5) DAYS AFTER I RECEIVE FROM YOU A WRITTEN DEMAND FOR ARBITRATION, THEN I AUTHORIZE YOU TO MAKE SUCH A DESIGNATION ON MY BEHALF. I UNDERSTAND THAT JUDGMENT UPON ANY ARBITRATION AWARD

MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

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; 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.

Business Continuity Plan, Public Disclosure

Fifth Third Securities, Inc., in cooperation with parent company, Fifth Third Bank, have established a comprehensive plan for its response to business disruptions that result from both natural and man-made emergencies.

The plan is designed to minimize the disruption to Fifth Third Securities personnel, automated systems, and our customers by ensuring a rapid recovery from a variety of situations with varying levels of severity.

Procedures and facilities exist to provide service with minimal disruption in the event of any one location or business district being rendered inoperative. Personnel may be required to relocate to a predetermined facility that is able to adequately accommodate their needs.

A city wide or regional disruption that does not affect the Fifth Third Securities Main Office Operations Department would be handled by directing customers to Fifth Third Securities main corporate phone number for account servicing. In addition, those representatives who have the ability to conduct business from their home will function as if from a remote location.

A disruption affecting the building or business district surrounding Fifth Third Securities Main Office Operations Department may require the relocation of key support personnel to a fully equipped recovery site. A voicemail message stating that Fifth Third Securities Main Office Operations is temporarily unavailable will direct customers to Fifth Third Securities' clearing firm for order processing until recovery can be facilitated.

A regional disruption affecting the Fifth Third Securities Main Office Operations Department and several remote facilities will result in a voicemail message that directs customers to contact Fifth Third Securities' clearing firm for order processing until recovery can be facilitated.

A disruption affecting the information technology infrastructure will result in a simultaneous transition of processing to a proprietary Information Technology Hot-site located hundreds of miles from the Fifth Third Bank's main processing site.

We have also reviewed the business continuity plans of our key support vendors to verify that they also have adequate recovery procedures and infrastructure in place.

Fifth Third Securities may periodically modify its Business Continuity Plan, Public Disclosure as needed. The modified disclosure will be posted on its public website promptly. A current version of the firm's disclosure may otherwise be requested by sending a written request to: Fifth Third Securities, MD 1COM13, Cincinnati, OH 45263.

Written complaints should be sent to: Fifth Third Securities, Inc., Director of Compliance, 38 Fountain Square Plaza, MD 10AT5G, Cincinnati, OH 45263