

Limited Liability Entity (“LLE”) Agreement

I/we, the undersigned Managing Member(s) or General Partner(s), hereby certify and agree as follows:

The full legal name of the limited liability entity (“LLE”) to which this Agreement applies is:

In consideration of Morgan Stanley Smith Barney LLC (“MSSB”) opening and maintaining an account (the “Account”) in the name of the above referenced duly organized LLE of which all the undersigned are Managing Member(s) or General Partner(s), the Managing Member(s)/General Partner(s) jointly and severally represent that, in connection with the Account, each Managing Member/General Partner designated herein has the authority on behalf of the LLE:

- 1) to buy, sell (including short sales) and otherwise deal in, through MSSB, stocks, bonds, equity options, debt options, commodities and commodity options, mutual funds and any other securities, on margin or otherwise;
- 2) to receive demands, notices, confirmations, reports, account statements, purchase and sale notices, and other communications;
- 3) to deposit and withdraw money, securities and property of every kind to and from the Account;
- 4) to borrow money from MSSB and/or its applicable affiliates and to secure payment thereof with property of the LLE;
- 5) to make agreements relating to any of the foregoing matters, or the Account generally, and to terminate, modify or waive any of the provisions of same; and
- 6) to deal with MSSB as fully and completely as if the Account were in the Managing Member’s/General Partner’s name alone.

This authority hereby conferred shall remain in force until written notice of its revocation is delivered to MSSB at the office servicing the Account.

The Managing Member(s)/General Partner(s) on behalf of the LLE and individually agree to jointly and severally indemnify MSSB, its subsidiaries, affiliates, successors and assigns and its employees and hold each of them harmless from any and all claims, liabilities, and expenses which may arise from any action, instruction or omission attributable to any Managing Member(s)/General Partner(s) or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of either the LLE or the account.

The Managing Member(s)/General Partner(s) and/or the LLE agree to immediately notify MSSB in writing of the death, retirement, withdrawal, incompetency of any Managing Member/General Partner, the addition of a new Managing Member/General Partner, any amendment to the LLE Agreement, or any other event which could materially alter the representations made in this Certification. MSSB may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.

If MSSB receives conflicting instructions from different Managing Member(s)/General Partner(s), or reasonably believes instructions from one Managing Member/General Partner might conflict with the wishes of another Managing Member/General Partner, MSSB may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all Managing Member(s)/General Partner(s) are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other action deemed necessary to protect the interests of MSSB.



For Internal Use Only

Branch No. Account No.

Financial Advisor No.

The Managing Member(s)/General Partner(s) agree that MSSB retains the right to require joint action of all Managing Member(s)/General Partner(s) with respect to any activity relating to the LLE Account whenever such joint action may be deemed necessary in MSSB's sole discretion.

The Managing Member(s)/General Partner(s) agree that MSSB may apply this Agreement to any accounts in the name of the entity listed above. The Managing Member(s)/General Partner(s) further agree that all of the terms, conditions, authorizations and representations shall apply to such accounts.