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May 30, 1997

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VIA HAND DELIVERY

N. Bradley Litchfield, Esq.
Associate General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

AOR 1997-09

Re: Advisory Opinion Request

Dear Mr. Litchfield:

This office represents the Chicago Board of Trade ("CBOT") on whose behalf we hereby request an Advisory Opinion from the Federal Election Commission ("the Commission") pursuant to 11 C.F.R. § 112.1. CBOT's separate segregated fund is the Auction Markets Political Action Committee of the Chicago Board of Trade ("AMPAC").

BACKGROUND

CBOT is a federally licensed commodity exchange incorporated in Illinois that offers markets in various futures and options on futures contracts. It is a self-regulating membership association that defines its membership categories or "seats" by floor trading privileges. As CBOT has previously described to the Commission in Advisory Opinion Request 1988-38, there are four basic market categories: the Agricultural and Associate Market; the Government Interest Market; the Index, Debt, and Energy Market; and the Commodities Options Market. All existing futures and options contracts traded on the CBOT are listed in one of these four market

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categories. Full Members of CBOT are entitled to trade on contracts listed in all four market categories and Associate Members are entitled to trade in the latter three categories.

Additionally, there are membership interests for persons who trade in only one of the following three market categories: the Government Interest Market; the Index, Debt, and Energy Market; and the Commodities Options Market. Individuals may hold a "membership" by owning a seat, leasing a self-owned or firm-owned seat, or by being the named member on a firm-owned seat (i.e., a "nominee"). Members who lease their memberships are called "delegates." This membership structure, as explained in the previous Advisory Opinion Request, remains the same today.

CBOT's individual members typically conduct their business through firms which are structured as partnerships, corporations, and limited liability companies. These firms, which assist in clearing the trades executed by the individual members who maintain trading accounts at these firms, are also members of CBOT (hereinafter, "clearing member firms").¹ CBOT Members and clearing member firms are required to pay monthly fees to CBOT depending on the type and amount of trading activity in which they participate.

Under the terms of the agreement CBOT maintains with each of its clearing member firms, CBOT collects these fees by sending each firm a monthly statement indicating how much

¹ Attached as Exhibit 1 hereto is a sample agreement between a CBOT clearing member and a clearing member firm. While each member firm has its own contracts with the members with trading accounts at the firm, because the member firms are all subject to the same federal requirements, the agreements are relatively standardized. Exhibit 1 is thus a representative sample of all such agreements.

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is owed to CBOT by all the individual members who maintain trading accounts at that particular firm. That statement lists the number and types of trades that have gone through that firm in the previous month. The firms have roughly two weeks to review their statements, and then CBOT electronically debits the firms' bank accounts, transferring the money to CBOT's account. The firms, not CBOT, are responsible for collecting the fees from the individual member traders. In order to facilitate the billing process, traders maintain their own private accounts comprised of their own personal funds on deposit with the trading firms with which they are associated.

These funds or other property maintained in an individual trader's personal account belong to that trader, and no other person or firm has a property interest in those funds. However, because many, if not all, transactions made on the CBOT are made on margin, instances do occur when a trader may incur a debit in his account. When this happens, the clearing firm, which guarantees the trades of the traders who clear their trades through that particular firm, notifies the trader that additional funds must be added to the trader's account within a short set period of time. This notification is referred to as a "margin call," and, in the case of the clearing firm delineated in Exhibit 1, the amount of time given to the trader to provide additional funds is one hour, although the clearing firm may give more or less time based on variables determined by the firm (*i.e.*, the amount of time the clearing firm has carried the trader's account, the trader's net worth, reliability, etc.).²

² Please note that Exhibit 1 has been redacted to preserve unrelated proprietary information of the clearing member firm.

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In the event the trader does not respond to a margin call for additional funds, the firm has the right under most customer account agreements to protect itself by liquidating or adjusting a trader's account positions, which contain the traders open positions. In a more extreme remedy, the clearing firm has the option of forcing the sale of a trader's membership to cover a trader's debit to the firm if the member is the owner of the membership which allows him to trade.

A trader's positions relate to the futures or options on futures contracts which the trader has either bought or sold at the CBOT. The customer account agreement allows the clearing firm to liquidate or adjust a trader's trading position in order to protect the clearing firm from suffering a loss on the trader's positions which, as stated above, the clearing firm is guaranteeing. When a clearing firm liquidates or adjusts a trader's trading position, the trader is entitled to whatever profits, and responsible for any losses, that may arise from the adjustment.

With regard to the traders' private accounts, federal regulations require that funds held by clearing member firms for their customers be segregated and separately accounted for. See 7 U.S.C. § 6d (1983); CFTC Regulation § 1.20. When deposited, the funds must be kept under an account name that identifies them as the funds of an individual customer and shows that they are segregated as required by the Commodity Exchange Act, 7 U.S.C. § 1 et seq., and the regulations of the Commodity Futures Trading Commission. Member firms, which act as depositories, may not use customer funds except as directed by the customer who deposited the funds (and pursuant to the agreement entered into with that customer). No agreement with a customer can alter or limit the previously-noted segregation requirements.

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Member firms therefore play a ministerial and custodial role for such trader customer accounts. Member clearing firms may themselves serve as direct depositories for the customer funds, or, pursuant to federal regulations, may commingle such funds with those of other customers for secondary deposit with banks or financial institutions. See CFTC Regulation § 1.20. However, federal regulations require the member firms in such cases to maintain detailed records of the customer funds, which can only be placed in investments in obligations of the United States, the individual States and their political subdivisions, or in obligations fully guaranteed as to principal and interest by the United States. See CFTC Regulations §§ 1.25, 1.27. Accordingly, not only are detailed records kept of traders' funds, but federal law prohibits those funds from being used in any unauthorized manner by any person or firm other than the person to whom the funds belong. See 7 U.S.C. § 1 et seq.

Thus, the clearing firm has only conditional administrative authority over the individual trader's accounts. In those instances when the account of a trader is running a debit or has open positions which expose the account to an unacceptable level of risk, the clearing firm, which guarantees the trades made by the trader, has the right to offset or liquidate the trading positions of a trader in order to protect itself from financial losses. It is not common in the industry for a firm to liquidate a trader's position. More likely, a firm will require the trader to put up additional funds through a margin call which will serve as further collateral against the trading positions of the trader. Therefore, the clearing firm, which is liable to the clearing house for the debits of the traders which carry accounts at the clearing firm, must closely monitor the trading positions of each account at the firm. For example, in Clause 3 of the Customer Account

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Agreement, the clearing firm holds a "lien" on other property of the trader which is being held by the clearing firm. This property could include, but is not limited to, cash, securities or credit balances, and is available to the clearing firm to cover deficits in a trader's account.

THE CONTRIBUTION PROCESS

CBOT seeks to collect voluntary contributions to AMPAC from its member traders (as defined by the Commission in Advisory Opinion 1997-5, and in Advisory Opinion 1988-38, to the extent not modified by Advisory Opinion 1997-5) at its consenting clearing member firms through the same mechanism used in collecting exchange fees on a monthly basis, *i.e.*, through electronic debiting of the member firm accounts. CBOT would do this by first soliciting the individual traders who are its members, using the authorization form attached hereto as Exhibit 2.

Once an individual trader gives AMPAC written authorization, CBOT would present the clearing member firm with the trader's instructions. The clearing member firm would then deduct that amount from the individual trader's personal account with that firm on a monthly basis and hold those funds in a bank account for transmittal to AMPAC. The firm would then notify CBOT of the contributions received from contributing traders, and CBOT would debit that total figure from the firm's bank account along with the regular monthly exchange fees and have the funds transferred to a CBOT bank account. Then, the portion of the debit which consists of member contributions to AMPAC would be automatically transferred directly to AMPAC's bank account.

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If, pursuant to an individual's authorization, a clearing member firm deducts a contribution from the individual's account and then discovers at the close of that business day (when the accounts are reconciled) that the account does not have a positive balance sufficient to make the contribution, the firm will not forward any contribution to AMPAC. A "positive balance" means that the individual has personal assets on deposit in the account which are greater than any existing liabilities, including margin debt. Thus, AMPAC will never receive any funds from an individual which are drawn on credit or on an account with a debit balance.

CBOT emphasizes that all the contributions received will be deducted from the individual traders' personal accounts (containing only the trader's private funds) by the clearing member firms prior to CBOT debiting the firms' bank account. The program is designed so that member firms will not first provide the contributions and then debit the accounts of its individual traders after the transfer to AMPAC. Thus, the funds transferred through this process will always be the personal monies of CBOT individual member traders who may be solicited by AMPAC.

THE REQUEST

CBOT requests an Advisory Opinion regarding whether the costs of implementing and administering its proposed solicitation process constitute costs of "establishment, administration, and solicitation of contributions to" AMPAC that may be paid for by CBOT or its incorporated members pursuant to 2 U.S.C. § 441b(b)(2)(C) (exempting such costs from the definition of "contribution or expenditure").

The Commission previously has held that members of an incorporated trade association may donate funds or merchandise to an association or its separate administrative account to defray the administrative and solicitation costs of the association's separate segregated fund. See FEC Advisory Opinions 1992-20, 1986-13, 1982-36, and 1980-59, Fed. Election Camp. Fin. Guide (CCH) ¶¶ 6063, 5854, 5680, and 5515. The costs associated with establishing and administering the proposed process for individual member contributions appear to be the types of costs exempted by § 441b(b)(2)(C) in the cited opinions, and thus CBOT expects that either it or its corporate members may pay those costs.³

CBOT notes that it only acts in a ministerial capacity, receiving and depositing contributions made to the PAC pursuant to this program. Accordingly, it would not appear to be acting as a collecting agent pursuant to 11 C.F.R. § 102.6.⁴

Further, although the member firms themselves deduct funds from individuals' accounts (pursuant to written instructions) and forward them to CBOT, member firms are not prohibited from doing so because they are simply acting as deposit holders for their individual members,

³ CBOT notes that all funds so used will be either from its own account or from an account created for funds provided by its corporate members and maintained under CBOT's control; AMPAC will not control these funds. See FEC Advisory Opinion 1992-20, Fed. Election Camp. Fin. Guide (CCH) ¶ 6064 (1992) (emphasizing that corporate support of trade association's separate segregated fund was provided directly to the association and not commingled with the PAC's funds).

⁴ However, if the Commission determines that CBOT itself is acting as a collecting agent when it receives the funds from the clearing member firms and delivers them to AMPAC, such a role would be fully consistent with 11 C.F.R. § 102.6, as CBOT is AMPAC's connected organization.

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akin to a bank holding its customers' accounts, and honoring checks or other instructions from the customers for draws on their accounts. Thus, the member firms are not engaging in the active "collecting" role envisioned by 11 C.F.R. § 102.6 or the conduit regulations.⁵ Member firms, like banks and other financial institutions, routinely receive and honor requests from account holders for similar third-party payments for a variety of purposes. For instance, the attached sample agreement between CBOT and a clearing member firm has a box which may be checked on its regular customer account form to authorize such transfers for purposes of other specific payments such as insurance, rent and telecommunications charges. See Exhibit 1.

We thank you for your time and attention in this matter and look forward to the Commission's response. Please do not hesitate to contact us if you need any additional information regarding the issue raised by this Request.

Respectfully submitted,



Jan Witold Baran

⁵ Alternately, § 110.6(b)(2)(ii) does not apply because none of the individual members' contributions are earmarked to candidates, as required for the provisions of § 110.6(b)(2)(ii) to apply. See § 100.6(b)(1) (defining "earmarked" as pertaining to contributions designated to a "clearly identified candidate or candidate's authorized committee.").



Does this account belong to any principals of this account

- Control the trading of any other accounts with us? Yes No
- Have a financial interest in the trading of any other accounts with us? Yes No
- Have any other futures accounts with us? Yes No
If Yes, provide names and numbers of other accounts below:

Do any other persons or entities

- Control the trading of this account? Yes No
(If Yes, provide name and address below)
- Have a financial interest in this account? Yes No
(If Yes, provide name, address and % of financial interest below)
- Guarantee this account? Yes No
(If Yes, provide copy of written guaranty)

Have any participants in this account now or in the past, whether or not this was publicly disclosed, been suspended, expelled, fined, barred, censured or otherwise disciplined by any regulatory body or by any securities or commodities exchange or association or been refused membership therein? Yes No

If Yes, explain on separate sheet.

Have any participants in this account ever been subject to federal or state bankruptcy proceedings, receivership, or similar proceedings (voluntary or involuntary)? Yes No

If Yes, explain on separate sheet.

FOR EXCHANGE MEMBERS ONLY

Own	Lease	Exchange	Acronym
<input type="checkbox"/>	<input type="checkbox"/>	CBOT	_____
<input type="checkbox"/>	<input type="checkbox"/>	AM	_____
<input type="checkbox"/>	<input type="checkbox"/>	COM	_____
<input type="checkbox"/>	<input type="checkbox"/>	CEM	_____
<input type="checkbox"/>	<input type="checkbox"/>	CCM	_____
<input type="checkbox"/>	<input type="checkbox"/>	CME	_____
<input type="checkbox"/>	<input type="checkbox"/>	MM	_____
<input type="checkbox"/>	<input type="checkbox"/>	OM	_____
<input type="checkbox"/>	<input type="checkbox"/>	KCBT	_____
<input type="checkbox"/>	<input type="checkbox"/>	PHBT	_____
<input type="checkbox"/>	<input type="checkbox"/>	PHLX	_____
<input type="checkbox"/>	<input type="checkbox"/>	CBOE	_____
<input type="checkbox"/>	<input type="checkbox"/>	AMEX	_____
<input type="checkbox"/>	<input type="checkbox"/>	PSE	_____
<input type="checkbox"/>	<input type="checkbox"/>	NYFE	_____
<input type="checkbox"/>	<input type="checkbox"/>	NYSE	_____
<input type="checkbox"/>	<input type="checkbox"/>	OTHER	_____

FOC Equity Account # _____

FOR LOCAL TRADERS ONLY:

- I Will: Trade for my own account
 Act as a floor broker

BROKER IS AUTHORIZED TO DEBIT ACCOUNT FOR CHARGES INCLUDING, BUT NOT LIMITED TO:

- Membership Lease Payment Floor Brokerage
- Insurance Telecommunications
- Rent Jackets and Printing

Other _____

Signature _____

Personal Corporate Financial Statement

Please read and check the appropriate box before completing the application:

- Individual Credit. I am applying for credit in my name only and I am not relying on or listing assets which are jointly owned as a basis for repaying the credit applied for.
- Joint Credit. We are applying for a joint account.
- Partnership or Corporate Credit.

Information regarding applicant:

APPLICANT NAME (FIRST MI LAST) PLEASE PRINT	SOCIAL SECURITY NUMBER
PRESENT STREET ADDRESS	HOME TELEPHONE NUMBER
CITY STATE ZIP	YEARS AT PRESENT ADDRESS
EMPLOYER	DATE OF BIRTH
TYPE OF BUSINESS	BUSINESS TELEPHONE NUMBER
POSITION	YEARS WITH PRESENT EMPLOYER
BUSINESS STREET ADDRESS	
CITY STATE ZIP	

Information regarding co-applicant: (to be filled out only if applying for a joint account)

CO-APPLICANT NAME	SOCIAL SECURITY NUMBER
PRESENT STREET ADDRESS	HOME TELEPHONE NUMBER
CITY STATE ZIP	YEARS AT PRESENT ADDRESS
EMPLOYER	DATE OF BIRTH
POSITION	BUSINESS TELEPHONE NUMBER
BUSINESS STREET ADDRESS	
CITY STATE ZIP	

STATEMENT OF FINANCIAL CONDITION OF APPLICANT(S)

The following reflects the financial condition of myself and any co-applicant as of _____, 19____ and is submitted for the purpose of procuring, establishing and maintaining credit with you for myself or a third party for whom I agree to execute a guaranty in your favor

Yes, I have included a copy of last year's tax return

Fill all blanks to the nearest hundred; write "NO" or "NONE" where necessary to complete information.

ASSETS*	LIABILITIES
FROM SCHEDULE A CASH AND CASH ACCOUNTS	FROM SCHEDULE H NOTES PAYABLE - BANKS SECURED
FROM SCHEDULE C GOVERNMENT SECURITIES	FROM SCHEDULE H NOTES PAYABLE - BANKS UNSECURED
FROM SCHEDULE C LISTED SECURITIES	FROM SCHEDULE H NOTES PAYABLE - OTHERS
FROM SCHEDULE C UNLISTED SECURITIES	FROM SCHEDULE D LIFE INSURANCE LOANS
FROM SCHEDULE B ACCOUNTS AND NOTES RECEIVABLE	MARGIN ACCOUNTS
FROM SCHEDULE D CASH VALUE LIFE INSURANCE	ACCOUNTS PAYABLE
FROM SCHEDULE E REAL ESTATE OWNED (PERSONAL RESIDENCE)	FROM SCHEDULES E & J REAL ESTATE MORTGAGES
FROM SCHEDULE J REAL ESTATE OWNED (NON-PERSONAL RESIDENCE)	REAL ESTATE TAX
IRA/KEOGH ACCOUNTS	DEFERRED/UNPAID INCOME TAXES
FROM SCHEDULE F DEFERRED COMPENSATION PLANS	CREDIT CARDS
AUTOMOBILE(S)	MERCHANTS
OTHER PERSONAL PROPERTY	OTHER DEBTS (ITEMIZE)
PARTNERSHIP, PROPRIETORSHIP EQUITY**	
OTHER ASSETS (ITEMIZE)	
TOTAL ASSETS	TOTAL LIABILITIES
	NET WORTH (TOTAL ASSETS MINUS TOTAL LIABILITIES)

1 If any assets owned other than by the undersigned individually, such as in trust, joint tenancy, or nominee name, indicate this in the appropriate schedule or on page 4.
2 If significant, attach a current balance sheet and profit and loss statement of the business.

INCOME, EXPENDITURES, AND CONTINGENT LIABILITIES

ANNUAL INCOME FOR THE YEAR ENDED	ANNUAL FIXED AND VARIABLE EXPENSES	CONTINGENT LIABILITIES
SALARY - GROSS	HOME MORTGAGE PAYMENT (PRINCIPAL & INT)	AS GUARANTOR/CO-MAKER
BONUS AND COMMISSIONS	LOAN PAYMENTS (EXCLUDE MORTGAGES)	ON LEGAL CLAIMS
DIVIDENDS	TAXES (CITY, STATE, FEDERAL)	ON LETTERS OF CREDIT
INTEREST	ALIMONY, CHILD SUPPORT, MAINT.	OTHER (DETAIL)
REAL ESTATE INCOME (NET)	OTHER (ITEMIZE)	
ALIMONY, CHILD SUPPORT, MAINT.*		
OTHER INCOME (DESCRIBE)		
TOTAL	TOTAL	TOTAL

CHECK HERE IF NONE

*Income from alimony, child support, or separate maintenance payments need not be revealed if you do not choose to have it considered as a basis for repaying your obligations

A CASH, CHECKING ACCOUNTS, SAVINGS ACCOUNTS, AND CERTIFICATES OF DEPOSIT

TYPE	NAME OF FINANCIAL INSTITUTION	CITY STATE	AMOUNT	IN NAME OF	ACCOUNT NO	PLEGGED YES/NO

B NOTES AND ACCOUNTS RECEIVABLE

NAME OF DEBTOR	COLLATERAL	MONTHLY PAYMENT	MATURITY DATE	INTEREST RATE	AMOUNT OUTSTANDING	PAYABLE TO WHOM	PLEGGED YES/NO

C SECURITIES OWNED, BONDS, STOCKS, GOVERNMENT SECURITIES (FOR DEFERRED COMPENSATION USE SCHEDULE F)

NO. OF SHARES OR PAR VALUE OF BONDS	DESCRIPTION	LISTED OR UNLISTED	IN NAME OF	COST	MARKET VALUE	PLEGGED YES/NO

Indicate if securities are restricted by contract or SEC regulation.

D LIFE INSURANCE OWNED, INCLUDING GROUP INSURANCE

NAME OF INSURED	NAME OF COMPANY	POLICY OWNER	BENEFICIARY	AMOUNT	CASH VALUE	LOANS	PLEGGED YES/NO

E REAL ESTATE OWNED AS PERSONAL RESIDENCE (NON PERSONAL RESIDENCE(S) - USE SCHEDULE J)

ADDRESS	TITLE IN NAME OF	DATE ACQUIRED	PURCHASE PRICE	CURRENT MARKET VALUE	MORTGAGE AMOUNT	MORTGAGE MATURITY	AMOUNT OF INSURANCE
#1							
#2							
MORTGAGE HOLDER #1:			DESCRIPTION #1:				
MORTGAGE HOLDER #2:			DESCRIPTION #2:				

F VESTED INTEREST IN DEFERRED COMPENSATION PLANS

NAME OF COMPANY	AMOUNT	DATE AVAILABLE	PAYOUT BASIS	BENEFICIARY

G UNEXERCISED STOCK OPTIONS

NAME OF COMPANY	NUMBER OF SHARES	EXERCISE PRICE		CURRENT MARKET PRICE		EXPIRATION DATE
		PER SHARE	TOTAL	PER SHARE	TOTAL	
QUALIFIED:						
NON QUALIFIED:						

H**LOANS OUTSTANDING FROM BANKS, FINANCE COMPANIES, OR OTHER**

DEBT	AMOUNT BORROWED	DATE MADE	DATE DUE	INTEREST RATE	AMOUNT OUTSTANDING	COLLATERAL

I**REFERENCES: BANKS, FINANCE COMPANIES, OR OTHER SOURCES OF PREVIOUS CREDIT**

LENDER	BORROWER	DATE OBTAINED	HIGH CREDIT	SECURED

J**REAL ESTATE NOT USED AS A PERSONAL RESIDENCE**

PROPERTY #1		
DESCRIPTION, LOCATION & DATE ACQUIRED		
TITLE IN NAME(S) OF	PER CENT OWNED	COST OF ENTIRE PROPERTY
ARE YOU OBLIGATED ON MORTGAGE OR OTHER DEBT INSTRUMENT	MARKET VALUE OF YOUR OWNERSHIP INTEREST	APPRAISED MARKET VALUE OF ENTIRE PROPERTY
YOUR SHARE OF ANNUAL GROSS INCOME	YOUR SHARE OF ANNUAL DEBT SERVICE	YOUR SHARE OF MORTGAGE BALANCE OR OTHER DEBT

PROPERTY #2		
DESCRIPTION, LOCATION & DATE ACQUIRED		
TITLE IN NAME(S) OF	PER CENT OWNED	COST OF ENTIRE PROPERTY
ARE YOU OBLIGATED ON MORTGAGE OR OTHER DEBT INSTRUMENT	MARKET VALUE OF YOUR OWNERSHIP INTEREST	APPRAISED MARKET VALUE OF ENTIRE PROPERTY
YOUR SHARE OF ANNUAL GROSS INCOME	YOUR SHARE OF ANNUAL DEBT SERVICE	YOUR SHARE OF MORTGAGE BALANCE OR OTHER DEBT

PROPERTY #3		
DESCRIPTION, LOCATION & DATE ACQUIRED		
TITLE IN NAME(S) OF	PER CENT OWNED	COST OF ENTIRE PROPERTY
ARE YOU OBLIGATED ON MORTGAGE OR OTHER DEBT INSTRUMENT	MARKET VALUE OF YOUR OWNERSHIP INTEREST	APPRAISED MARKET VALUE OF ENTIRE PROPERTY
YOUR SHARE OF ANNUAL GROSS INCOME	YOUR SHARE OF ANNUAL DEBT SERVICE	YOUR SHARE OF MORTGAGE BALANCE OR OTHER DEBT

K**ADDITIONAL INFORMATION**

- Yes No Are any assets pledged or debts secured except as shown?
- Yes No Have you made a will? If so, name of Executor _____

I understand that _____ is relying on the information in this Financial Statement (including the designation of my property as individually or jointly held) in deciding whether to establish or continue an account relationship and to extend credit on the basis that I have requested it or have received it in the past, and any extension or renewal of such credit. I warrant that this Financial Statement is true and correct on the date that it is made and that you may consider this statement as continuing to be true and correct with respect to any future extensions of credit that you may make to me until you receive written notice from me of any change. I authorize you to obtain any information necessary to verify statements made in this Financial Statement including requesting a consumer report on myself and the Co-Applicant. I also authorize you to report your experience with me to those who may lawfully receive such information. On request I will provide you with updated information. These warranties also apply to Co-Applicant. You may retain this original application.

I have read, understand, and agree to make these representations and warranties.

YOUR SIGNATURE _____ DATE _____ SIGNATURE OF CO-APPLICANT (JOINT CREDIT) _____ DATE _____

CUSTOMER ACCOUNT AGREEMENT FUTURES AND OPTIONS ON FUTURES

In consideration of the undersigned ("Customer") accepting and maintaining one or more accounts and agreeing to act as broker for the undersigned ("Broker"). Customer acknowledges and agrees to the following terms and conditions with respect to any of Customer's accounts with Broker or Broker's affiliates for the purchase and sale of commodities, commodity futures contracts, commodity options and other property.

1. TRANSACTIONS SUBJECT TO INDUSTRY REGULATIONS AND STANDARDS

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearing house, exchange, or market where executed. Customer understands that Broker is obligated to comply with all applicable laws and regulations including those of regulatory and self-regulatory organizations and agrees that Broker shall not be liable to Customer as a result of any action taken by Broker to comply with any ruling, interpretation or directive of such organization.

2. MARGIN AND COLLATERAL

Customer will maintain such margin and collateral as Broker may require from time to time and will pay on demand any amount owing with respect to any of Customer's accounts. Customer understands that Broker's margin requirements may exceed those set by any exchange and may be increased without prior notice, including with respect to existing positions.

Customer acknowledges that if Broker fails to receive sufficient funds to pay for any commodity or to satisfy any demand for initial or variation margin within a reasonable time after demand, and, in the absence of unusual circumstances, one hour shall be deemed a reasonable time, Broker shall be entitled, but not obligated, to sell any property held by Broker in any of Customer's accounts, offset any open positions and liquidate Customer's accounts in whole or in part. Customer recognizes that under present regulations and practices Broker is not required to give Customer prior notice of such actions and Customer will be liable for any resulting loss.

3. LIEN

Any property which belongs to Customer or in which Customer may have any interest held by Broker or carried in any of Customer's accounts with Broker or any of Broker's affiliates shall be subject to a general lien for the discharge of Customer's obligations to Broker, including unmatured and contingent obligations. The term "property" as used in this agreement means any and all credit balances, securities, monies, options, commodities, contracts for the future delivery of commodities, forward contracts, or contracts otherwise relating to commodities or securities and all property customarily dealt in by brokerage firms, both on registered exchanges and in permissible non-exchange transactions.

Customer understands that Broker may commingle all monies received from Customer, except to the extent proscribed by the Commodity Exchange Act and all other applicable laws and regulations.

4. COMMISSIONS

Customer agrees to pay such commission rates as Broker may from time to time charge, as well as all other costs and fees, including, without limitation, fees imposed by the National Futures Association, exchanges or other regulatory or self-regulatory organizations arising out of Broker's provision of services hereunder. Customer understands that Broker may change its commissions without notice.

5. RIGHT OF FIRM TO LIQUIDATE POSITIONS OR CANCEL OPEN ORDERS

Customer understands and agrees that Broker may, whenever Broker considers it necessary for Broker's protection: (A) sell, exercise, offset or otherwise liquidate any or all securities, commodity futures contracts, options, commodity forward contracts, leverage contracts or physical commodities long in any of Customer's accounts; (B) buy in, offset or otherwise liquidate any or all securities, commodity futures contracts, options, commodity forward contracts, leverage contracts or physical commodities short in any of Customer's accounts; (C) cancel any outstanding orders, close out any or all outstanding contracts, refuse to take orders that establish new positions or liquidate any of Customer's accounts; (D) sell or set off and apply any other property Broker may hold for Customer (whether held as margin or for safekeeping or otherwise) or any credit balance in any of Customer's accounts; (E) buy or sell securities, commodity futures contracts, options, commodity forward contracts, leverage contracts or physical commodities to enter into and liquidate, straddle or spread positions with respect to any securities, commodity futures contracts, options, commodity forward contracts, leverage contracts or physical commodities long or short in any of Customer's accounts. Customer recognizes that Broker is not required to give Customer prior notice of any such action and that Customer remains liable for all costs, expenses or debit balances incurred in connection therewith.

6. FUTURES CONTRACT LIQUIDATING AND DELIVERY INSTRUCTIONS

At least two business days prior to the first notice day in the case of long positions in futures or forward contracts, and at least two business days prior to the last trading day in the case of short positions in futures or forward contracts, Customer agrees either to give Broker instructions to liquidate or make or take delivery under such futures or forward contracts, and will deliver to Broker sufficient funds and any documents required in connection with such delivery. If such instructions or such funds or documents are not received as required by this paragraph, Broker may, without notice to Customer, either liquidate Customer's positions or make delivery or take delivery on Customer's behalf on such terms and conditions as Broker deems reasonable and Customer shall remain liable for all costs, expenses or debit balances incurred in connection therewith.

7. OPTIONS TRANSACTIONS

Customer acknowledges and understands the risks of buying and selling options on commodity futures contracts; the risks of such

option trading caused by a limit move in the underlying commodity futures contract, and has been advised of the commissions and fees associated with trading options and that such costs are charged on a per side basis.

9. OPTION CONTRACT LIQUIDATING AND EXERCISING INSTRUCTIONS

Customer is fully responsible for taking action to exercise an option contract. Broker shall not be required to take any action with respect to an option contract, including any action to exercise a valuable option prior to its expiration date, except upon express instructions from Customer. In this connection, Customer understands that the exchanges, boards of trade, markets and clearing houses have established exercise cut-off times for the tender of exercise instructions and that Customer's options will become worthless in the event that Customer does not deliver instructions by Broker's established expiration times. Customer agrees and further understands that Broker has established exercise cut-off times which may be different from the times established by the exchanges, boards of trade, markets, and clearing houses. Customer hereby agrees to waive any and all claims for damage or loss which Customer might have against Broker arising out of the fact that an option was not exercised.

Customer understands that Broker randomly assigns exercise notices to all customers. All short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned. Exercise assignment notices are allocated randomly from among all of Broker's customers' short option positions which are subject to exercise.

9. POSITION LIMITS

Customer agrees not to exceed the position limits set by any federal agency, exchange or regulatory authority for Customer's accounts, acting alone or in concert with others. Customer acknowledges that Broker has the right to limit the number of positions in Customer's account(s). Customer agrees to abide by all other applicable laws, rules and regulations with respect to maintaining account(s) with Broker. Customer acknowledges that under applicable rules Broker may be required to provide the CFTC or exchanges with information concerning Customer's futures and options positions and related data.

10. FOREIGN CURRENCY RISK

Customer agrees that in the event that Customer directs Broker to enter into any transaction on an exchange on which such transactions are effected in a foreign currency: (a) any profit or loss arising as a result of a fluctuation in the exchange rate effecting such currency will be entirely for Customer's account and risk, (b) all initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, in such amounts as Broker may in its sole discretion require, (c) Broker is authorized to convert funds in Customer's account into and from such foreign currency at a rate of exchange determined by Broker in its sole discretion on the basis of then prevailing money markets.

11. RESPONSIBILITY FOR LOSSES

Customer agrees and acknowledges that Broker is financially liable to the exchange clearing house of which Broker is a member, and to the clearing members through which Broker clears transactions on exchanges of which Broker is not a clearing member, for deficit balances occurring in Customer's accounts. Customer therefore agrees to hold Broker harmless, indemnify

and defend Broker against any and all losses sustained by Broker resulting from deficit balances which may occur in Customer's accounts.

Customer agrees and acknowledges that deficit balances in any of Customer's account(s) shall be charged with interest and with other costs, fees or charges, including reasonable fee of attorneys who may be Broker's employees or employees of Broker's affiliates, as Broker may make in the collection of this debt.

In consideration for Broker carrying the accounts, Customer will in no way hold Broker responsible for any losses, including losses incurred by Customer following Broker's trading recommendations or suggestions. Customer agrees to give written notification to the Compliance Department in the event of unresolved disputed transactions or other similar problems.

12. CONFIRMATION AND STATEMENT OF ACCOUNTS

Reports of executions of orders shall be deemed conclusive and binding immediately upon Customer receiving the report of execution. Statements of account(s) shall be conclusive and binding if not objected to immediately. All communications sent to Customer at the address given to Broker from time to time shall constitute personal delivery to Customer. Customer understands that Broker may tape record conversations without further notice and without assuming responsibility to make or retain such tape recordings.

13. AUTHORIZATION TO TRANSFER FUNDS

This will serve as Customer's authority for Broker, whether in Broker's absolute discretion Broker deems it appropriate to transfer between Customer's regulated commodity accounts and any other account maintained with Broker, any amount of excess funds, equities, securities or other property. Such transfers shall be used to satisfy margin calls or to reduce or satisfy in full any indebtedness in any of Customer's accounts with Broker, provided that Broker shall, within a reasonable time after making such transfer, send a written confirmation of the transfer to Customer. "Regulated Commodity" means any account covered by the Commodity Exchange Act at the time of such transaction.

14. EXTRAORDINARY EVENTS

Broker shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspension of trading, war, strikes, or for delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or to any other causes beyond Broker's reasonable control or anticipation.

15. THE AGREEMENT

This agreement is made under and shall be covered by the laws of the United States and the State of Illinois. It shall inure to the benefit of Customer's heirs, successors and assigns, as well as Broker's successors, by merger, consolidation or otherwise, and assigns, and Broker may transfer Customer's account(s) to any such successor or assign.

No suit, arbitration, reparations proceeding, claim or action arising out of or relating to this agreement may be maintained by any party to it unless commenced within two years after the claim or cause of action has occurred.

If any provisions herein should become inconsistent with laws

rules or regulations of any Government or regulatory body having jurisdiction over the subject matter, such provisions shall be deemed to be modified or rescinded in accordance with any such laws, rules or regulations.

If any provision or condition of this agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected and this agreement shall be deemed to be as if any such invalid or unenforceable provision or condition were not contained herein.

This agreement may not be terminated or modified orally. It shall continue in full force and effect until terminated by Broker or by Customer in writing to Broker's main office. Broker's failure to insist at any time upon strict compliance with any terms of this agreement or any continued course of such conduct on Broker's part shall not constitute a waiver of any of Broker's rights as described herein.

Captions used in this agreement are for convenience of reference only and shall not be construed so as to affect the meaning of the text hereof.

This agreement supersedes any other customer agreement a customer has previously held with Broker.

16. VERIFICATION OF INFORMATION

All information furnished to Broker in connection with the opening of Customer's accounts and all documents supplied by Customer including financial statements, are true, complete and correct. Broker is entitled to rely on this information until Broker receives written notice of any change which Customer agrees to furnish promptly should any material changes occur. As part of this agreement, Customer understands that an investigation may be made pertaining to Customer's credit standing and accuracy of such investigation is conducted. Customer understands that Customer has the right to make a written request, within a reasonable period of time, for a complete and accurate disclosure of the nature and scope of such investigation. Customer understands that there are risks in trading, some of which are described in the Disclosure Statements delivered to Customer.

Customer has read, fully understood and agrees to the foregoing terms and conditions of the Customer Agreement.

FOR CORPORATIONS/PARTNERSHIPS

Print Name of Corporation or Partnership

Authorized Signature Date

Print Name & Title

**FOR INDIVIDUAL JOINT ACCOUNTS
(All account participants must sign)**

Signature Date

Signature Date

Signature Date

FOR FOREIGN DOMICILED CUSTOMERS:

Service of Process

In accordance with Regulation 15.05 promulgated by the Commodity Futures Trading Commission, foreign brokers, traders and customers of a U.S. Futures Commission Merchant ("FCM") are deemed to have designated such FCM as the agent for service of process for purposes of accepting delivery and service of any communication issued by or on behalf of the Commission to the

foreign broker, trader or customer with respect to any futures or option contracts which are or have been maintained in such accounts carried by the FCM, unless another agent in the United States has been designated. Customer hereby designates _____, Inc. as its agent for such service of process.

FOR CORPORATIONS/PARTNERSHIPS

Print Name of Corporation or Partnership

Authorized Signature Date

Print Name & Title

**FOR INDIVIDUAL JOINT ACCOUNTS
(All account participants must sign)**

Signature Date

Signature Date

Signature Date

RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

This brief statement does not disclose all of the risks of trading or participating in trading of futures and options contracts. It does not discuss all aspects of trading of futures and options contracts, including the nature of the contracts, and conditions of such contracts. It does not discuss trading and the nature of a contract with respect to trading in futures and options contracts, including the nature of a contract with respect to trading in futures and options contracts, including the nature of a contract with respect to trading in futures and options contracts.

Futures

1. Effect of Leverage or Gearing

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-reducing orders or strategies.

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

Options

3. Variable degree of risk.

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of options (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring

or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position and associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will include the option premium plus transaction costs. If you are contemplating purchasing deep out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling, writing or granting an option generally entails considerably greater risk than purchasing options, although the premium received by the seller is fixed, although you may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option: if the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

Additional risks common to futures and options

4. Terms and conditions of contracts.

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or restriction of trading and pricing relationships.

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further normal pricing relationships between the underlying interest and the option, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge fair value.

6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Commission and other charges.

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in other jurisdictions.

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. Currency risks.

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own

or another jurisdiction) will be affected by fluctuations in reference rates where there is a need to convert from the original denomination of the contract to another currency.

10. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are susceptible to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary. You should ask the firm with which you deal for details in this respect.

11. Electronic trading.

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-exchange transactions.

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

I hereby acknowledge that I have received and understood this risk disclosure statement.

FOR CORPORATIONS/PARTNERSHIPS

Print Name of Corporation or Partnership

Authorized Signature Date

Print Name & Title

**FOR INDIVIDUAL/JOINT ACCOUNTS
(All account participants must sign)**

Signature Date

Signature Date

Signature Date

FUTURES-BASED PRODUCTS ADDITIONAL MARGIN/RISK GUIDELINES

In consideration of _____ right to revise its policies from time to time, either generally or with respect to any particular account, as _____ in its sole and absolute discretion, deems necessary, the undersigned ("Customer") agrees to the following margin/ risk guidelines applicable to futures-based products carried by _____ in accounts of Customer ("Account").

1. The risk exposure in any Account shall not exceed the current net liquidating balance in any Account given a market move of +/- 1, 2 or 3 standard deviations, as calculated by _____.
2. With respect to Customers trading index related products, assuming a market gap of +/- 20%, the risk exposure of the Account shall not exceed 120% of the current net liquidating balance in the Account with a maximum net exposure limited to one million dollars (\$1,000,000) above the Account's net liquidating balance.
3. Customer will maintain margin and collateral within Account as required by _____.
4. Should the Account result in a deficit net liquidating balance, _____ may require Customer to sign documentation, satisfactory to _____, acknowledging Customer's obligation to _____ s. Should this documentation be required, Customer's trading activity may be restricted by _____ pending receipt of such signed documentation.
5. _____ may restrict Customer's ability to place opening trades if Account is in a deficit net liquidating position.
6. Any Lessee Customer who is not guaranteed by another member may not execute opening trades unless the net liquidating balance in the Account exceeds \$10,000.

_____ monitors risk exposure in accounts when a position in any one product may expose the account to a loss of 50% or more of its current net liquidating balance given a market move of +/- 1, 2 or 3 standard deviations.

The above guidelines apply to both intraday positions and those carried overnight. Accounts which fail to abide by these guidelines may be deemed by _____ as not having sufficient margin. As a result, under the Customer Agreement between Customer and _____ shall have authority, as set forth in Section 5 of that Agreement, to liquidate or adjust positions. In addition, under such circumstances, _____ shall have authority to open new positions in the Account to reduce exposure in the Account.

The undersigned Customer acknowledges that it has received, read and understands _____ additional margin/ risk guidelines for futures-based products carried by _____.

<p>FOR CORPORATIONS/PARTNERSHIPS</p> <p>_____ Print Name of Corporation or Partnership</p> <p>_____ Authorized Signature</p> <p>_____ Print Name & Title</p>	<p>FOR INDIVIDUAL /JOINT ACCOUNTS (All account participants must sign)</p> <p>_____ Signature</p> <p>_____ Signature</p> <p>_____ Signature</p>
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HEDGE DESIGNATION AND CUSTOMER INSTRUCTIONS (For Bona Fide Hedge Accounts Only)

The undersigned ("Customer") hereby confirms that all orders which the Customer initiates for the purchase or sale of futures or options contracts for this account will represent bona fide hedges as defined by the Commodity Futures Trading Commission ("CFTC"), against spot positions or commitments in accordance with section 4a(3) of the Commodity Futures Trading Commission Act of 1974, as amended and Regulation 1.521 promulgated thereunder, and with any amendments or CFTC interpretations which may be made in the future.

It is agreed that positions carried in this account will be strictly for hedge purposes, and not for speculation, and that a separate account must be used to accommodate non-hedge trades. It is further agreed that you can rely on the representation that all trades made in this account are bona fide hedges and that you shall have no obligation to inquire or verify the nature of such trades or incur any liability if, in fact, they may not be such.

It is understood and the Customer agrees that this account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the CFTC.

This notification is a continuing one and shall remain in force until cancelled in writing by the Customer.

The Customer is familiar with all laws, rules, and regulations concerning hedging in such contracts.

List contracts to be hedged:

THIS ELECTION IS FURNISHED TO YOU BECAUSE RULE 190.06(d) OF THE COMMODITY FUTURES TRADING COMMISSION REQUIRES IT:

Each hedge account customer must specify when undertaking its first hedging contract whether, in the unlikely event of the broker's bankruptcy, the customer prefers that the trustee: (Check one)

- liquidate all open futures contracts without first attempting to contact customer for instructions; OR
- attempt to contact customer for instructions with respect to the disposition of all open futures contracts.

FOR CORPORATIONS/PARTNERSHIPS

FOR INDIVIDUAL/JOINT ACCOUNTS (All account participants must sign)

Print Name of Corporation or Partnership

Signature Date

Authorized Signature Date

Signature Date

Print Name & Title

Signature Date

CATEGORIES FOR COMMODITY OPTION TRADERS

The CFTC requires us to have appropriate commercial business designations for each commercial option account opened on our books. A commercial business category must be assigned to each customer by commodity when the trading represents commercial activity. A commercial options trader is one who trades options for purposes other than speculation.

Please check one of the following:

- I trade commodity options as a customer. I am not a commercial user of options.
- I am a commercial user of options and fall under the following commercial business designations. Please circle all applicable categories:

Option—Sugar, Cocoa, and Coffee "C"

1. Producer
2. Merchant or Dealer
3. Refiner/Processor
4. Manufacturer
5. Other Commercial

Option—Precious Metals

6. Producer
7. Refiner
8. Dealer
9. Commercial End User
10. Fabricator or Alloyer
11. (Deleted)
12. Other Commercial

Option—Petroleum

13. Crude Oil Producer
14. Crude Oil Reseller
15. Refiner
16. Product Marketer and/or Distributor
17. End User
18. Other Commercial

Option—Financial Instruments/Foreign Exchange

19. Savings and Loan, Mortgage Bank, or Thrift Institution
20. Commercial Bank
21. Insurance Company
22. Pension and Retirement Fund
23. Mutual Fund
24. Broker/Dealer
25. Foundation or Endowment
26. Other Commercial
27. Importer/Exporter of Goods and Services
28. Investor/Issuer of Foreign Currency Denominated Securities

Option—Grains, Soybeans, and Soybean Products

29. Grain or Soybean Producer
30. Producer Cooperative
31. Other Elevator Operator or Merchant
32. Processor, Including Feed Manufacturing and Crushing
33. Livestock Feeder
34. Soybean Oil Refiner
35. Other Commercial

Option—Livestock

36. Farmer or Rancher
37. Commercial Feedlot Operator
38. Other Livestock Feeder
39. Marketing Agency and/or Commission Merchant
40. Packer or Other Meat Processor
41. Meat Wholesaler, Retailer, or Buyer
42. Other Commercial

Option—Cotton and Frozen Concentrated Orange Juice

43. Producer/Grower
44. Producer/Cooperative
45. Merchant
46. Mill Operator/Processor
47. Other Commercial

Option—Forest Products

48. Producers
49. Remanufacturers
50. Wholesalers
51. Retailers and Builders
52. Other Commercial

ARBITRATION AGREEMENT

The undersigned ("Customer") agrees that any claim, grievance or controversy arising out of or relating to Customer's account to transactions pursuant to the Customer Agreement or the breach thereof shall be settled by arbitration in accordance with the rules, then in effect, of the National Futures Association or the contract market upon which the transaction giving rise to the claim was executed. Customer shall have the right of election as to which of the tribunals listed below shall conduct the arbitration. If Customer does not make such election by registered mail addressed to

Broker at Broker's main office within forty-five days after demand by Broker that Customer make such election, then Broker may make such election. Broker agrees to pay any incremental fees which may be assessed by the forum for the provision of a "mixed panel" of arbitrators, unless the arbitrators determine that Customer has acted in bad faith in initiating or conducting the proceedings. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If Customer seeks reparations under Section 14 of the Commodity Exchange Act (the "Act") and the CFTC (defined below) declines to institute reparation proceedings, the claim or grievance will be subject to this arbitration agreement. Any aspects of the claims or grievances that are not subject to the reparations procedures (that is, do not constitute a violation of the Act or rules thereunder) may be required to be submitted to the arbitration procedure set forth in this agreement.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR FIRST OPTIONS OF CHICAGO, INC. MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF FIRST OPTIONS OF CHICAGO, INC. INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION. SEE 17 CFR 180.1-180.5.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH

FOR CORPORATIONS/PARTNERSHIPS

FOR INDIVIDUAL/JOINT ACCOUNTS (All account participants must sign)

Print Name of Corporation or Partnership

Signature

Date

Authorized Signature

Date

Signature

Date

Print Name & Title

Signature

Date

TAX INFORMATION

W-9 or W-8 Certification

Name _____
 Address _____
 City State Zip _____

W-9 Section	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Part I Taxpayer Identification Number—For All Accounts</div> <p>Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number. If you do not have a number, see <i>How to Obtain a TIN</i>.</p> <p><i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on which number to give the payer.</i></p> <div style="display: flex; justify-content: center; align-items: center; gap: 20px;"> <div style="border: 1px solid black; padding: 2px; text-align: center;">Social security number : : : :</div> <div style="text-align: center;">OR</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Employer identification number : : : :</div> </div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Part II For Payees Exempt From Backup Withholding (See Instructions)</div>
<p>Certification.—Under penalties of perjury, I certify that:</p> <p>(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</p> <p>(2) I am not subject to backup withholding either because 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 the IRS has notified me that I am no longer subject to backup withholding.</p> <p>Certification Instructions.—You must cross out item (2) above if you have been notified by IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see <i>Certification under Specific Instructions</i>.)</p>	
<div style="border: 1px solid black; padding: 2px; width: fit-content;">Please Sign Here</div>	<div style="border: 1px solid black; padding: 2px; width: 100%;">Signature ►</div>
<div style="border: 1px solid black; padding: 2px; width: 100%; text-align: right;">Date ►</div>	

W-8 Section
<p>Check here _____ if this is the account of an EXEMPT FOREIGN PERSON meeting each of the following requirements:</p> <ol style="list-style-type: none"> 1. You are neither a citizen nor a resident of the United States; 2. You have not been nor plan to be in the United States for a period aggregating 183 or more days during the calendar year; and 3. The gains from your transactions with the broker are not effectively connected (related) to any U.S. trade or business you are engaged in or plan to engage in during the year, or your country has a tax treaty with the United States that exempts your transactions from U.S. taxes. <p>If your mailing address is within the United States, please provide your non-United States address below:</p> <p>Name _____</p> <p>Address _____</p> <p>City _____ Country _____ Postal Zone _____</p>
<p>Certification:</p> <p>Under the penalties of perjury, I certify that the information provided on this W-8 form is true, correct, and complete.</p>
<div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> Authorized Signature _____ Print Name & Title _____ Date _____ </div>

ACCOUNT APPROVAL (For Internal Use Only)

Salescode _____	Account Number _____
Type of Membership _____	
Badge Acronym: _____	Broker Number: _____
Commission: <input type="checkbox"/> Regular <input type="checkbox"/> Special (Attached)	
Interest Group: _____	Business Line Code: _____
Equity Account Number: _____	Account Association: _____
Customer Service Representative: _____	Phone _____
Soliciting Broker: _____	Phone _____
Account Sponsor's Approval _____	Date _____
FOC Approval _____	Date _____

ELECTRONIC ORDER SYSTEM ACKNOWLEDGMENT & AGREEMENT

In consideration of _____ permitting the undersigned ("Client") access to electronic order entry and matching systems (hereinafter referred to as "Electronic Trading Systems" or "ETS"), including but not limited to GLOBEX and Project A, Client hereby agrees to and acknowledges the following:

1. Client has received and understands the "GLOBEX Customer Information and Risk Disclosure Statement" and the "Project A Customer Information Statement" (the "Risk Disclosure Statements").
2. _____ has the right to terminate or restrict Client's access to any ETS, and to establish trading limits on Client's ETS activity, at any time and from time to time.
3. Client is responsible for notifying _____ promptly of all trades made during any ETS session. For trades made during any ETS evening/nighttime session, notification should be made prior to 6:15 a.m., Central Time, on the same trading day. Client is also responsible for promptly notifying _____ of any errors or discrepancies noted on trading statements and reports.
4. Intraday margin calls may be made upon Client based on positions initiated during any ETS. Client agrees to promptly meet all intraday margin calls.
5. In addition to the risk factors noted in the Risk Disclosure Statements, Client understands that trading terminals located at _____ Client's facilities, or facilities of a third party acting on _____ behalf may, from time to time, experience failures. In such an event, any open orders maintained by such terminals for Client may lose their priority within the ETS.
6. Client agrees that use of any ETS involves inherent risks, including, for example, but not limited to, interruption of service, system failure or communications failure, delays in service, and errors in its design or function (collectively, a "System Failure"). Client acknowledges that _____ does not control the design or functioning of any ETS, and that _____ is unlikely to know of, or be able to prevent, discover or correct a System Failure. A System Failure could cause substantial damage, expense or liability to Client.
7. Client understands that it may not be possible for Client or any third party that is a customer of or related to Client and that suffers any loss, cost, damage or liability as a result of any System Failure to obtain any damages or redress from any person who designed, sold, distributed or provided any ETS, from any exchange, clearing firm, communication provider or any other person. Hence, the full damages and other consequences resulting from a System Failure may be borne by Client. By executing this Agreement Client acknowledges and agrees that, in consideration of _____ making ETS available, Client has assumed the full risk of a System Failure.
8. Client agrees to indemnify and hold harmless _____, its officers, directors, employees and agents from and against any claim by any third party that is a customer of or related to Client, if such claim is based on, relates to or arises out of (a) a System Failure, or (b) any claim of a type for which _____ has disclaimed liability in Paragraph 9.
9. In consideration of _____ is making ETS services available, in whole or in part, directly or indirectly, to Client, Client agrees that neither _____, the Chicago Mercantile Exchange ("CME"), the Board of Trade of the City of Chicago ("CBOT"), the Board of Trade Clearing Corporation ("BOTCC"), any other exchange whose products may be traded on the GLOBEX System, Project A, or any other ETS, P-M-T Limited Partnership, Ceres Trading Limited Partnership, GLBX Corporation, Reuters America Inc., nor any other entities controlling, controlled by or under common control with such entities, nor their respective directors, officers, or employees, shall be liable for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, incidental or consequential damages), regardless of the cause, arising

from any fault, delay, omission, inaccuracy or termination of any ETS services, or the inability to enter or cancel orders, or any other cause in connection with the furnishing, performance, maintenance, or use of or inability to use all or any part of any ETS or any CME or CBOT facility or service. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability or otherwise.

10. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED RELATING TO ETS OR ANY FACILITIES OR SERVICES PROVIDED BY OR USED WITH ANY ETS WITHOUT LIMITING THE FOREGOING. MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ETS OR ANY FACILITY OR SERVICE PROVIDED OR USED WITH ANY ETS.

11. Exchange fees, clearing fees, GLOBEX fees, Ceres Fees, Reuters fees, execution fees, and other fees related to Client's use of any ETS, as such may be determined from time to time, may be charged to Client's account with

12. This Agreement amends the CUSTOMER ACCOUNT AGREEMENT - FUTURES AND OPTIONS ON FUTURES Client currently has on file with. In the event of any conflict or inconsistency between this Agreement and such other agreement, the terms of this Agreement will prevail over the terms of such other agreement.

13. Any controversy between [redacted] and Client arising out of or relating to this Agreement shall be resolved through arbitration to be held before the Chicago Mercantile Exchange, the Board of Trade of the City of Chicago, or the National Futures Association, and in accordance with the rules of the selected governing body. Arbitration must be commenced by service upon either party hereto of a written demand of a written notice of intention to arbitrate. The arbitration award shall be final and any judgment upon the award may be entered in any court having jurisdiction.

14. This Agreement shall be subject to the internal laws of the State of Illinois, and to the rules and regulations of any regulatory or self-regulatory organization having jurisdiction over either of the parties. Client consents to jurisdiction, for purposes of enforcement of an arbitration award or other litigation resulting from a dispute arising out of this Agreement, in the state or federal courts located in Cook County, Illinois, and waives any objection to venue.

15. If any term or provision of the Agreement is held to be unenforceable or void, it shall automatically be modified to the least extent possible to make it enforceable and valid, consistent with the parties' manifest intentions. If such modification is not possible or would be inconsistent with the parties' manifest intentions, the unenforceable or void term or provision shall be stricken from this Agreement and the remaining terms and provisions shall remain in effect.

CONTINUED ON FOLLOWING PAGE

The following individuals are authorized to enter orders for Client's Account in the following markets:

CHECK ALL THAT APPLY									
GLOBEX		SIMEX		LIFFE		EFP's		DOLLAR INDEX	
NY ACCESS		MATIF		TOKYO		SYDNEY		PROJECT A	X

NAME	DAYTIME PHONE	EVENING PHONE
X	X	X

ACKNOWLEDGED AND AGREED TO:

For Corporations/Partnerships:	For Individual/Joint Accounts: (All Participants Must Sign)
_____	X _____
Print Name of Corporation or Partnership	Signature _____ Date _____
_____	_____
Authorized Signature _____ Date _____	Signature _____ Date _____
_____	_____
Print Name & Title	Signature _____ Date _____

FIRST OPTIONS' APPROVAL:

Account Number:	Membership Type:
CTI Code:	Clearing Fee Indicator:
Risk Contact:	Trading Limit:
FOC Approval:	Date:
Clearing #:	

Membership Application Release Authorization

The undersigned hereby authorizes the release of his / her membership application and membership file for review by _____ a Primary Clearing Member of the Chicago Board of Trade that is considering clearing and, therefore, authorizing the trades of the undersigned.

Date _____ Applicant Signature: X _____
Print Name: _____

CLEARING AUTHORIZATION

To: The Secretary of the Board of Trade
of the City of Chicago

Pursuant to Board of Trade Rule 333.00(a), the undersigned Board of Trade clearing member firm is hereby designated as the Primary Clearing Member for _____ (Individual's Name and Acronym or Social Security Number), who is hereby authorized, without qualification, to submit trades through the undersigned Primary Clearing Member.

This authorization will remain in effect unless and until it is revoked as provided in Board of Trade Rule 333.00(c).

Print Name of Primary Clearing Member

Corporate
Seal

By: _____
Authorized Representative (Officer/General Partner)

Print Name, Title and Date

X _____ (Date)
(Signature of non-clearing member being authorized)

This document contains two separate sections. If the Membership Application Release Authorization section of this document shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the Clearing Authorization section shall remain in full effect and shall in no way be affected or impaired thereby.

SUB ACCOUNT DECLARATION - FUTURES ACCOUNTS

The undersigned wishes to establish an additional trading account with _____ for the purpose stated below. All of the trading in this account will be initiated by individuals authorized to trade for the account _____ for the benefit of the account. Under no circumstances will the trading activity in this account be for the benefit, ownership or interest of other parties.

The undersigned is aware of CFTC Regulation 1.46 regarding the closing out of offsetting long and short positions. A customer may not maintain more than one account for the purpose of holding open a long and short position on the same futures or option contract. The trading in this account will not violate the provisions of CFTC Regulation 1.46 and corresponding exchange regulations.

Hedge accounts may be long and short the same contract, provided the positions are bona fide hedge positions and a signed hedge agreement is on file.

Accounts of exchange members may be long and short the same position, provided the positions are part of exchange recognized spread - reversals, conversions, etc.

Account Name _____ Account Number _____

Stated Purpose _____

If this sub-account will be used for hedge purposes, the Hedge Designation and Customer Instruction Form on the reverse side of this Agreement must be completed and signed.

Signature _____

Date _____

FOC Approval _____

Date _____

M INTEREST CODE:	YES		NO	
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HEDGE CODE:	HEDGE TYPE:
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September 26, 1996

Dear Customer,

The following is a list of _____ which we want you to be aware

There is a 10:30A.M. cut - off for check and cash request. Request for money made by 10 30 A.M. will be made available by 1 00 P.M. the same day.

Delivery charges are \$20.00 for the first contract and \$.20 for each additional contract.

There is a Mid-America desk execution fee of \$1.25 per contract on grains and financials.

There is a \$150.00 monthly minimum commission for all Mid-America members.

There is a \$200.00 monthly minimum commission for all CBOT members.

The following is not considered _____ but it is information of which you should be aware:

You may exchange your trading jacket every Thursday between the hours of 7:00 A.M. and 10:00 A.M.. Jacket exchange is located on the "A" LEVEL in the CBOT across from member services next to the vault.

Please sign below to acknowledge this information.

Signature: _____

Print Name: _____

PROSPECTIVE CLIENT APPLICATION

NAME _____

ADDRESS _____

PHONE NUMBER _____

TYPE OF ACCOUNT						
SOLE PROP		CORPORATION		PARTNERSHIP		JOINT
ACCOMMODATION		FLOOR BROKER		LLC		OTHER

GUARANTEED ACCOUNT
The liquid net worth of the guarantor(s) must be included at the time the guarantee is submitted. If the guarantor(s) are clients, include their account numbers and current account balances. If the guarantor(s) are not clients, a complete financial statement must be submitted with the guarantee

LIMITED: \$ _____ UNLIMITED: _____

GUARANTOR(S): _____

GUARANTOR(S) FOC ACCOUNT NUMBER(S) AND ACCOUNT BALANCE: _____

GUARANTOR(S) LIQUID NET WORTH \$ _____

EXCHANGE

AMEX		CBOE		CBOT		CME
CSE		NYSE		PHLX		PSE
SEAT TYPE				OWN		LEASE

PREVIOUS EXPERIENCE: _____

PREVIOUS CLEARING FIRM: _____

REASONS FOR LEAVING: _____

INDUSTRY REFERENCES: _____

WHAT PRODUCTS WILL YOU TRADE? _____

WHAT IS YOUR TRADING STRATEGY? _____

DO YOU HAVE ANY OUTSTANDING DEBTS WITH FIRST OPTIONS OR ANY OTHER CLEARING FIRMS? _____

INITIAL ACCOUNT DEPOSIT/CAPITALIZATION: _____

COMMENTS: _____

ACCOUNT SPONSOR: _____ DATE: _____

RISK APPROVAL/COMMENTS: _____

EXPECTED START DATE: _____ ACCOUNT #: _____

AMPAC/CBOT

TRADING ACCOUNT DEBIT

Return this form to the CBOT Accounting Dept., Room 2240

DEBIT

Name

I hereby authorize and direct

Clearing Member Firm

to debit monthly my account no.

At a daily rate in the amount of:

 \$50 \$1.00 \$5.00 \$10.00 _____ other, and to forward that amount on a monthly basis to AMPAC/CBOT. These guidelines are merely suggestions. You are free to contribute more or less than the guidelines and you will not be favored or disadvantaged by reason of the amount you contribute or a decision not to contribute.

NOTE: CONTRIBUTIONS TO AMPAC/CBOT WILL BE COLLECTED AT THE SAME TIME AS EXCHANGE SERVICE FEES. I UNDERSTAND THAT MY CONTRIBUTIONS TO AMPAC/CBOT THROUGH THIS DEBIT PROGRAM WILL CONTINUE IN EFFECT UNTIL SUCH TIME AS I PROVIDE WRITTEN REVOCATION TO MY CLEARING FIRM OR AMPAC/CBOT WHICH I MAY DO AT ANY TIME.

Signature

Date

Home Address

City, State, Zip

Employer

Occupation

Contributions to AMPAC are not deductible under Federal tax law. Contributions to AMPAC are used for political purposes. You have the right to refuse to contribute to AMPAC without reprisal. All contributions to AMPAC are voluntary.

Exhibit 2