

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 6)*

Electric Fuel Corporation
(Name of Issuer)

Common Stock \$0.01 Par Value
(Title of Class of Securities)

284871-10-0
(CUSIP Number)

Steven M. Plon, Esquire, Silverman Coopersmith & Frimmer
Two Penn Center Plaza, Suite 910, Philadelphia, PA 19102, (215) 636-4482
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 20, 1997
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box.

Check the following box if a fee is being paid with the statement . (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the claim of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d1(a) for other parties to whom copies are to be sent.

*The remainder of this coverage page shall be filed out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that action of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following page(s))

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13D

1. NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS
Leon S. Gross S.S. No. ###-##-####

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) x

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS*
PF and 00

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION
United States of America

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER
3,313,162

8. SHARED VOTING POWER

160,000

9. SOLE DISPOSITIVE POWER

1,408,462

10. SHARED DISPOSITIVE POWER

2,064,700 [1,904,700 shares are subject to Margin Account Agreements and 160,000 are held jointly as a Co-Trustee of the Rose Gross Charitable Foundation].

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

3,473,162

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

24.4% of the issued and outstanding stock

14. TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

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AMENDMENT NO. 6 TO SCHEDULE 13D

This Amendment No.6 to the Schedule 13D dated February 23, 1996, as amended by the First Amendment to Schedule 13D dated April 30, 1996, the Second Amendment to Schedule 13D dated September 1, 1996, the Third Amendment to Schedule 13D dated October 11, 1996, the Fourth Amendment to Schedule 13D dated December 27, 1996 and the Fifth Amendment to Schedule 13D dated May 12, 1997 (the "Existing Schedule 13D"), is being filed by the undersigned in accordance with Rule 13d-2(a) of the general rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and amends the Existing Schedule 13D to the extent set forth below. Terms defined in the Existing Schedule 13D are used herein as so defined.

Item 3. Source and Amount of Funds or Other Consideration.

Amend Item 3 of the Existing Schedule 13D by adding the following paragraph:

28,300 Shares of the Issuer acquired by Mr. Gross in open market purchases since September 1, 1997 were acquired at a cost (excluding commissions) of \$180,912.50. The funds required for all of the foregoing shares purchased by Mr. Gross were provided, in part, by Mr. Gross's personal funds, and, in part, from funds borrowed by Mr. Gross through his margin accounts at the Brokerage Firms.

Item 5. Interest in Securities of the Issuer.

The third paragraph of Items 5(a) and (b) of the Existing Schedule 13D is hereby amended to read as follows:

Mr. Gross beneficially owns 3,473,162 Shares, or 24.4% of the Common Stock outstanding. Of the 3,473,162 Shares beneficially owned by him, Mr. Gross has the sole power to vote 3,313,162 Shares. The remaining 160,000 Shares are held jointly by Mr. Gross and Lawrence M. Miller in their capacities as Co-Trustees of the Rose Gross Charitable Foundation (the "Foundation"), a charitable foundation founded by Mr. Gross by Agreement of Trust dated May 28, 1997 (see Item 6 below). Mr. Gross has sole power to dispose of all Shares beneficially owned by him, except for (i) rights as to disposition for a total of 1,904,700 Shares granted to the Brokerage Firms under their respective Margin Account Agreements and (ii) the 160,000 Shares owned by the Foundation. To the best of Mr. Gross' knowledge, except as expressly set forth herein, no other person has the right to receive or the power to direct the receipt of dividends from, or proceeds of the sale of, the shares of Common Stock held by him.

(c) Listed below are the acquisitions of Shares by Mr. Gross which have occurred since September 1, 1997, all of which were made through open market purchases.

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Date	Number of Shares	Price Per Share
October 27, 1997	1,000	\$6.375

October 27, 1997	10,000	\$6.50
October 28, 1997	5,000	\$6.375
October 28, 1997	8,500	\$6.375
October 30, 1997	600	\$6.375
October 31, 1997	200	\$6.375
November 21, 1997	3,000	\$6.125

Total	<u>28,300</u>	
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Mr. Gross has invested in the Shares of the Issuer primarily because of the possibility that it will be successful in its business activities. Mr. Gross may make dispositions and additional purchases subject to a number of factors, including market prices of the Shares and his continuing review of the business of and the prospects for the Issuer and general market and business considerations. Mr. Gross is currently negotiating the purchase of approximately 86,000 shares of the Company's common stock from other shareholders in private transactions.

Item 6. Contracts, Arrangements, Understanding or Relationship With Respect to Securities of the Issuer.

Item 6 of the Existing Schedule 13D is hereby amended by adding the following paragraphs:

(a) On November 20, 1997, Mr. Gross donated 160,000 Shares beneficially owned by him to the Foundation, of which Mr. Gross, along with Lawrence M. Miller, is a Co-Trustee. The Foundation was formed pursuant to that certain Agreement of Trust dated May 28, 1997 by and between Leon S. Gross, as Settlor and Trustee, and Lawrence M. Miller, as Trustee. The Foundation, a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, was formed for charitable purposes.

(b) Of the 1,904,700 Shares of the Issuer held by Mr. Gross which are subject to Margin Account Agreements with the Brokerage Firms listed below, 3,000 shares of the Issuer held by Mr. Gross are subject to that certain Service Client Agreement dated November 25, 1997 by and between Mr. Gross and Merrill Lynch & Co., Inc. ("Merrill Lynch").

(c) Since the filing of the Existing Schedule 13D, Mr. Gross has added to and moved Shares among the margin accounts he has with the following Brokerage Firms. As of November 21, 1997, Mr. Gross' Shares are pledged as follows:

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Brokerage Firm	Number of Shares
Advest	29,000
Dean Witter	56,600
Donaldson, Lufkin & Jenrette	262,500
Goldman Sachs	20,000
Gruntal	20,000
Lehman Brothers	1,197,000
Merrill Lynch	3,000
Prudential	316,600
TOTAL	<u>1,904,700</u>

Item 7. Exhibits

Exhibit "1"	-	Trust Agreement of the Rose Gross Charitable Foundation dated May 28, 1997.
Exhibit "2"	-	Service Client Agreement between Mr. Gross and Merrill Lynch & Co., Inc. dated November 25, 1997

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

December 3, 1997
Date

/s/ Leon S. Gross
Leon S. Gross

LEON S. GROSS
TRUST AGREEMENT

THIS AGREEMENT OF TRUST, made and restated as of the 28th day of May, 1997, by and between LEON S. GROSS of Philadelphia, Pennsylvania, (hereinafter called "Settlor"), and LEON S. GROSS of Philadelphia, Pennsylvania, and LAWRENCE M. MILLER, of Washington, D.C., as Trustees (hereinafter called "Trustees").

W I T N E S S E T H:

Settlor does hereby irrevocably assign, convey, transfer and deliver to Trustees all Settlor's right, title and interest in the assets set forth in Schedule "A" attached hereto and made a part hereof.

Trustees hereby agree to hold the aforesaid property and any other property, real or personal, that may be added from time to time to this trust by Settlor or any other person, by Will, Deed, or otherwise, such proceeds and additions being hereinafter called principal, IN TRUST, upon the following terms and conditions:

FIRST: ROSE GROSS CHARITABLE FOUNDATION.

A. The principal shall be used by the Trustees to establish a charitable foundation to be known as the "ROSE GROSS CHARITABLE FOUNDATION." The Trustees shall distribute the income and principal of such Foundation exclusively to organizations which are tax-exempt within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and described in each of Sections 170(c), 2055(a) and 2522 (a) of the Code which advance or promote education, medical research or Jewish causes.

B. The Trustees shall make distributions from income and, if income is not sufficient, from principal, from the "ROSE GROSS CHARITABLE FOUNDATION" for the charitable purposes selected by the Trustees, consistent with the objectives set forth above, for each taxable year, in such amount, at such time and in such manner as not to subject the said Foundation to tax on undistributed income imposed by

Section 4942 of the Code.

In addition, the Trustees shall have the unrestricted right to distribute additional income or principal for such charitable purposes set forth above if a majority of Trustees then serving shall authorize such use of income or principal.

C. No part of the net earnings of the Foundation should inure to the benefit of any individual. No substantial part of the activities of the Foundation should be involved in carrying on propaganda, or otherwise attempting to influence legislation. The Foundation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office, it being intended that the "ROSE GROSS CHARITABLE FOUNDATION" be exempt from tax as an organization described in each of Sections 170(c), 2055(a) and 2522(a) of the Code, distributions to which from Settlor's estate shall be deductible under the provisions of Section 2055 of the Code.

D. The Trustees of the "ROSE GROSS CHARITABLE FOUNDATION" (1) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (2) shall not hold or retain any excess business holdings as defined in Sections 4943(c) of the Code, which would subject the trust to tax under Section 4943 of the Code; (3) shall not make any investments which would subject the trust to tax under Section 4944 of the Code; (4) shall not make any taxable expenditures as defined in Section 4945(d) of the Code, and (5) shall make distributions, expenditures and investments (within the meaning of the private Foundation provisions of the treasury regulations) in such manner and at such times as not to subject it to taxes under the provisions of Section 4942 of the Code.

E. The Trustees of the "ROSE GROSS CHARITABLE FOUNDATION" shall not (1) lend any part of the principal of the trust; (2) make any services available on a preferential basis to Settlor or any member of Settlor's family; (3) pay any compensation from income or principal other than reasonable compensation

for services rendered, and (4) purchase or sell securities for other than adequate consideration or engage in any transaction which diverts income or principal to Settlor or any member of Settlor's family or any corporation owned by Settlor or Settlor's family.

F. Upon the dissolution of the trust, assets shall be distributed for one or more exempt purposes

within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the trust is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

SECOND: Trustees' Powers. In the absolute discretion of the Trustees, they shall, in addition to the powers given by law, have the following powers applicable to all property held in trust whether principal or income, and exercisable without order of Court:

A. To retain all stocks, bonds and investments owned by the trust estate, and to invest and reinvest in other stocks, bonds and investments, without being confined to what are known as "legal investments", and to sell and transfer the same, whether in person or by attorney, without liability on the part of the purchasers to see to the application of the purchase or consideration monies.

B. To purchase securities at a premium and to exercise any option to subscribe for stocks, bonds or other investments; to grant options and proxies; to execute and issue and deliver letter of investment; and to enter into voting trust agreements affecting any estate investments.

C. To join in any plan of lease, mortgage, consolidation, exchange or reorganization of any corporation in which the trust may hold stocks, bonds, or other investments or securities.

D. To make distribution of the assets, in kind, according to their absolute discretion, and at such valuation as the Trustees shall properly establish therefor.

E. To borrow such sums of money as may be required for the purpose of the trust created hereunder, and to secure the loan by a pledge of all or any part of the trust property, or mortgage, and to execute an accompanying bond authorizing the confession of judgment and plain or collateral notes, or other evidences

of indebtedness. Persons or corporations advancing money to the Trustees need not inquire into the necessity, expediency or propriety of such a loan, nor see to the application of the money advanced.

F. To exercise any elections available to them under applicable law.

G. To hold securities in a nominee form of registration.

H. The Trustees, in their sole and absolute discretion, shall be authorized at anytime, to take whatever steps are necessary to make the "ROSE GROSS CHARITABLE FOUNDATION" into a non-profit corporation if the Trustees deem it advisable.

I. To commingle any funds held in a trust hereunder for investment purposes and to commingle such funds with funds held in any other trust established hereunder and/or funds held in any other trust or trusts established for similar purposes of the trust established hereunder by Settlor or any other person.

THIRD: Construction of Trust.

A. In the event that any provision of Paragraph SECOND conflicts with a rule of law, treasury regulation or interpretation thereof by the Internal Revenue Service or the courts as to what is a permissible power or action to be possessed or taken by a Trustee of a qualifying charitable foundation, the rule of law, treasury regulation or interpretation of the Internal Revenue Service or the court shall control and completely overrule the provision of Paragraph SECOND, as it pertains the Foundation created hereunder.

B. The "ROSE GROSS CHARITABLE FOUNDATION" is intended to qualify as a tax exempt organization as described in Sections 170(c), 2055(a) and 2522(a) of the Code, distributions to which are deductible by Settlor's estate under the provisions of Section 2055 of the Code and that this trust be

exempt from Federal Income Tax as an organization described in Section 501(c)(3) of the Code. All provisions of this Trust Agreement affecting such Foundation shall be so construed in their application and the trust shall be administered in such manner so as not to impair the validity of the trust for these purposes under the applicable provisions of the Code, and Settlor directs further that insofar as any such provision may adversely

affect the tax exempt status of such Foundation, it shall be disregarded and become inoperative and the Trustees shall be further authorized to take such actions as is necessary to amend the provisions of Paragraph FIRST so that it will be so qualified.

C. Except for willful default or gross negligence, the Trustees shall not be liable for any act, omission, loss, damage or expense arising from the performance of their duties as Trustees, including the act, omission, loss, damage, or expenses caused by any agent appointed by the Trustees.

FOURTH: Irrevocable. Settlor expressly declares this trust to be irrevocable and does not reserve to himself any right or power to amend or revoke said trust.

FIFTH: Successor Trustees.

A. Settlor reserves the right to appoint additional Trustees to serve with him in such capacity. In the event that LEON S. GROSS is unable or unwilling to serve or continue to serve as Trustee, LAWRENCE M. MILLER shall have the right to designate additional Trustees to serve with him, if in his sole and absolute discretion, he wishes to do so. Notwithstanding anything to the contrary, LEON S. GROSS or LAWRENCE M. MILLER shall have the right, for any reason, to remove a Co-Trustee that either of them may have so designated. In the event of a vacancy in the office of Trustee, and no Trustee is then serving, Settlor appoints PNC BANK, N.A. to fill such vacancy. Any individual Trustee may resign at any time without need for court approval. Any successor or additional Trustee shall have the same powers, duties and authorities as though named as an initial Trustee.

B. The Trustees may, at any time, in their sole discretion, appoint a corporate fiduciary to serve with them as co-Trustee of the Foundation created hereunder. The individual Trustees serving hereunder at any time shall have the right to remove, with or without cause, the corporate Trustee then serving, if so appointed. The corporate fiduciary shall have no voice in the discretion affecting the beneficial enjoyment of the principal or income of the Foundation. Should a corporate fiduciary be appointed hereunder, it shall not be liable for any losses sustained by the trust as a result of decisions made by the individual Trustees in which it does not participate. Such corporate fiduciary shall be entitled to charge Trustee's commissions in accordance with its published, standard schedule of compensation then in effect, provided such fees do not exceed rates then prevailing in the metropolitan area in which it is located.

C. Any lawyer, accountant or other professional providing legal, accounting or other professional service to the Charitable Foundation created hereunder, including the Trustees designated herein or subsequently appointed, shall be entitled to compensation at their normal hourly rates provided such compensation is reasonable, plus reimbursement for any incidental, out of pocket expenses that they may incur, out of the Charitable Foundation. For purposes of this provision, the time that any lawyer, accountant or other professional shall spend on the Charitable Foundation, whether to attend Foundation meetings or any other legitimate purpose, shall be compensable at their normal hourly rates.

D. Compensation may be paid to the individual Trustees other than Settlor and the individual Trustees shall be reimbursed for all expenditures incident to their duties as a Trustee. Compensation, expense reimbursement, and insurance premiums shall be charged upon the principal or income of the trust established hereunder as Trustees, in their sole discretion, shall determine.

E. No bond shall be required of any Trustee in this or any other jurisdiction.

SIXTH: Situs and Choice of Law. This is a Pennsylvania Trust, and questions as to the validity, construction and administration thereof shall be determined in accordance with the laws of and in the court of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, LEON S. GROSS, Settlor, has hereunto set his hand and seal and LEON S. GROSS and LAWRENCE M. MILLER, Trustees, have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN the presence of:

/s/ Leon S. Gross(SEAL)
LEON S. GROSS, Settlor

/s/ Leon S. Gross(SEAL)
LEON S. GROSS, Trustee

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this 28th day of May, 1997, before
me personally appeared LEON S. GROSS, Settlor and Trustee, known
to be the person described in and who executed the foregoing
Agreement, and acknowledged that he executed the same as his free
act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal.

MY COMMISSION EXPIRES:

July 8, 2000 /s/ Susie M. Volchy
NOTARY PUBLIC

STATE OF Washington, D.C. :
: SS
COUNTY OF :

On this 30th day of May, 1997, before
me personally appeared LAWRENCE M. MILLER, Trustee, known to be
the person described in and who executed the foregoing Agreement,
and acknowledged that he executed the same as his free act and
deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal.

MY COMMISSION EXPIRES:

10/31/97 /s/ Cassidy
NOTARY PUBLIC

Schedule "A"
One (\$1.00) Dollar

The Investor CreditLineSM Service Client Agreement

Note: CMA M CBA and WCMA clients who have already signed this agreement need not return this form.

In consideration of your accepting and carrying one or more accounts for the undersigned, the undersigned hereby consents and agrees that:

Applicable Rules and Regulations

1. All transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, on which such transactions are executed by you (Merill Lynch, Pierce, Fenner & Smith, Inc.) or your agents, including your subsidiaries and affiliates.

Definition

2. For purposes of this agreement, "securities and other property" shall include, but not be limited to, money, securities, financial instruments and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

Collateral Requirements and Credit Charges for the Investor CreditLineSM Service

3. The undersigned will maintain such securities and other property in the account of the undersigned for collateral purposes as you shall require from time to time; and the monthly debit balance of such accounts shall be charged, in accordance with your usual custom, with interest at a rate permitted by the laws of the State of New York. It is understood that the interest charge made to the undersigned's account at the close of a charge period will, unless paid, be added to the opening balance for the next charge period and that interest will be charged upon such opening balance, including all interest so added.

Security Interest

4. All securities and other property now or hereafter held, carried or maintained by you or by any of your affiliates in your possession or control, or in the possession or control of any such affiliate, for any purpose, in or for any account of the undersigned now or hereafter opened, including any account in which the undersigned may have an interest, shall be subject to a lien for the discharge of all the indebtedness and other obligations of the undersigned to you, and are to be held by you as security for the payment of any liability or indebtedness of the undersigned to you in any of said accounts. You shall have the right to transfer securities and other property so held by you from or to any other of the accounts of the undersigned whenever in your judgment you consider such a transfer necessary for your protection. In enforcing your lien, you shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed.

Representations as to Beneficial Ownership and Control

5. The undersigned represents that, with respect to securities against which credit is or may be extended by you: (a) the undersigned is not the beneficial owner of more than three percent (3%) of the number of outstanding shares of any class of equity securities, and (b) does not control, is not controlled by, and is not under common control with, the issuer of any such securities. In the event

that any of the foregoing representations are inaccurate or become inaccurate, the undersigned will promptly so advise you in writing.

Calls for Additional Collateral - Liquidation Rights

6. (a) You shall have the right to require additional collateral:

- (1) in accordance with your general policies for the Investor CreditLineSM service maintenance requirements, as such may be modified, amended or supplemented from time to time; or
- (2) if in your discretion you consider it necessary for your protection at an earlier or later point in time than called for by said general policies; or
- (3) in the event that a petition in bankruptcy or for appointment of a receiver is filed by or against the undersigned; or
- (4) if an attachment is levied against the accounts of the undersigned; or
- (5) in the event of the death of the undersigned

(b) If the undersigned does not provide you with additional collateral as you may require in accordance with (a) (1) or (3), or should an event described in (a) (3), (4) or (5) occur (whether or not you elect to require additional collateral), you shall have the right;

- (1) to sell any or all securities and other property in the accounts of the undersigned with you or with any of your affiliates, whether carried individually or jointly with others;
- (2) to buy any or all securities and other property which may be short in such accounts; and
- (3) to cancel any open orders and to close any or all outstanding contracts.

You may exercise any or all of your rights under (b) (1), (2) or (3) without further demand for additional collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale; and you may be the purchaser for your own account. It is understood that your giving of any prior demand or call or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without any such demand, call or notice as herein provided.

Payment of Indebtedness Upon Demand

7. 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 with you, 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.

Liability for Costs of Collection

8. To the extent permitted by the laws of the State of New York, the reasonable costs and expenses of collection of the debit balance and any unpaid deficiency in the accounts of the undersigned with you, including but not limited to attorney's fees incurred and payable or paid by you, shall be payable to you by the undersigned.

Pledge of Securities and Other Property

9. All securities and other property now or hereafter held, carried or maintained by you in your possession or control in any of the accounts of the undersigned may be pledged and repledged by you from time to time, without notice to the undersigned, either separately or in common with other such securities and other property for any amount due in the accounts of the undersigned, or for any greater amount, and you may do so without retaining in your possession or under your control for delivery a like amount of similar securities or other property.

Lending Agreement

10. In return for the extension or maintenance of any credit by you, the undersigned acknowledges and agrees that the securities in the undersigned's account, together with all attendant rights of ownership, may be lent to you or lent out to others to the extent not prohibited by applicable laws, rules and regulations. In connection with such securities loans, you may receive and retain certain benefits to which the undersigned will not be entitled. The undersigned understands that, in certain circumstances such loans could limit the undersigned's ability to exercise voting rights, in whole or part, with respect to the securities lent.

Presumption of Receipt of Communications

11. 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. All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned personally, whether actually received or not.

Accounts Carried as Clearing Broker

12. If you are carrying the account of the undersigned as clearing broker by arrangement with another broker through whose courtesy the account of the undersigned has been introduced to you, then until receipt from the undersigned of written notice to the contrary, you may accept from such other broker, without inquiry or investigation by you (a) orders for the purchase or sale in said account of securities and other property on credit

or otherwise, and (b) any other instructions concerning said account. You shall not be responsible or liable for any acts or omissions of such other broker or his employees.

Agreement to Arbitrate Controversies

13. Arbitration is final and binding on the parties

The parties are waiving their right to seek remedies in court, including the right to jury trial. Prearbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual

findings or legal reasoning and an party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The undersigned agrees that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted only before the New York Stock Exchange, Inc., the American Stock Exchange, Inc. or arbitration facility provided by any other exchange or which you are a member, the National Association of Securities Dealers, Inc. or the Municipal Securities Rulemaking Board, and in accordance with its arbitration rules then in force. The undersigned may elect in the first instance whether arbitration shall be conducted before the New York Stock Exchange, Inc., the American Stock Exchange, Inc., other exchange of which you are a member, the National Association of Securities Dealers, Inc. or the Municipal Securities Rulemaking Board, but if the undersigned fails to make such election, by registered letter or telegram addressed to you at the office where the undersigned maintains the account, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgement upon the award of arbitrators may be entered in any court, state or federal, having 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, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Joint and Several Liability

14. If the undersigned shall consist of more than one person, their obligations under this agreement shall be joint and several.

Representation as in Capacity to Enter into Agreement

15. The undersigned represents that no one except the undersigned has an interest in the account or accounts of the undersigned with you. If a natural person, the undersigned represents that the undersigned is of full age, is not an employee of any exchange, nor of any corporation of which any exchange owns a majority of the capital stock, nor of a member of any exchange, nor of a member firm or member corporation registered on any exchange, nor of a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills or exchange, acceptances or other forms of commercial paper. If any of the foregoing representations is inaccurate or becomes inaccurate, the undersigned will promptly so advise you in writing.

Extraordinary Events

16. You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension or trading, war, strikes or other conditions beyond your control.

The Laws of the State of New York Govern

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

Amendments

18. The undersigned agrees that you shall have the right to amend this Agreement, by modifying or rescinding any of its existing provisions or by adding any new provision. Any such amendment shall be effective as of a date to be established by you, which shall not be earlier than thirty days after you send modification of any such amendment to the undersigned.

Separability

19. 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 thereby and this agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

Headings are Descriptive

20. The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

CMA, CBA and WCMA clients may have already signed and returned this agreement. If so, please disregard.

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES (1) THAT IN ACCORDANCE WITH PARAGRAPH 13, THE UNDERSIGNED IS AGREEING IN ADVANCE TO ARBITRATE ANY CONTROVERSIES THAT MAY ARISE WITH YOU; (2) THAT, PURSUANT TO PARAGRAPH 10 ABOVE, CERTAIN OF THE UNDERSIGNED'S SECURITIES MAY BE LOANED TO YOU OR LOANED OUT TO OTHERS; AND (3) RECEIPT OF A COPY OF THIS AGREEMENT.

Signature /s/Leon S. Gross Date 11-25-97

Title N/A

(For special accounts, example: Trustee)

Signature N/A Date

(Second party if joint account: Co-Trustee)

Title N/A

(For special accounts, example: Co-Trustee)

Account No. _____