

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 11)*

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, Buchanan Ingersoll Professional Corporation
Eleven Penn Center, 14th Floor, Philadelphia, PA 19103, (215) 665-3608

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 26, 2000

(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))

CUSIP No. 284871-10-0

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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)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS* PF

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 4,072,202 [includes 125,000 warrants to purchase common stock]

	8. SHARED VOTING POWER 175,000

	9. SOLE DISPOSITIVE POWER 3,392,202

	10. SHARED DISPOSITIVE POWER 855,000 [140,000 shares are subject to a Security Agreement and 175,000 are held jointly as a Co-Trustee of the Rose Gross Charitable Foundation].

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
4,247,202 [includes 125,000 warrants to purchase common stock]

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

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 27% of
the issued and outstanding stock(1)

14. TYPE OF REPORTING PERSON*
IN

(1) Based upon 15,699,585 shares of common stock outstanding upon the closing of the 1999 Private Placement and assuming exercise of warrants to purchase 125,000 Shares held by Mr. Gross.

*SEE INSTRUCTIONS BEFORE FILLING OUT!

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AMENDMENT NO. 11 TO SCHEDULE 13D

This Amendment No. 11 is to the Schedule 13D originally 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, the Fifth Amendment to Schedule 13D dated May 12, 1997, the Sixth Amendment to Schedule D dated December 3, 1997, the Seventh Amendment to Schedule 13D dated September 28, 1998, the Eighth Amendment to Schedule 13D dated October 14, 1999, the Ninth Amendment to Schedule 13D dated October 28, 1999, and the Tenth Amendment to Schedule 13D dated January 12, 2000 (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:

Mr. Gross acquired 221,198 of his Shares as a result of his cashless exercise of a Warrant for 250,000 Shares on June 26, 2000. The Shares represented by the Warrant had an exercise price of \$312,500, or \$1.25 per Share. Pursuant to the terms of the Warrant, Mr. Gross surrendered his right to 28,802 of the Shares in his cashless exercise of the Warrant, for a net acquisition of 221,198 Shares.

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 4,247,202 Shares, or 27% of the Common Stock

outstanding following the 1999 Private Placement (based upon 15,728,387 shares of common stock outstanding upon the closing of the 1999 Private Placement and assuming the exercise of warrants to purchase 125,000 Shares held by Mr. Gross). Of the 4,247,202 Shares beneficially owned by him, Mr. Gross has the sole power to vote 4,072,202 Shares, assuming the exercise of warrants to purchase 125,000 Shares. The remaining 175,000 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. 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 140,000 Shares granted to Madison Bank under a Security Agreement, (ii) the 175,000 Shares owned by the Foundation and (iii)

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540,000 Shares which are held in a margin account with Salomon Smith Barney. 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 held by him.

Items 5(c) of the Existing Schedule 13D is hereby amended by adding the following paragraphs:

(c) On June 26, 2000, Mr. Gross acquired 221,198 Shares as a result of a cashless exercise of the Warrant at an exercise price of \$1.25 per share. Pursuant to the terms of the Warrant, Mr. Gross elected to surrender his right to 28,802 Shares as payment for the Shares being acquired. The 28,802 shares had a fair market value of \$312,500 on the date of the exercise and represented the exercise price.

Item 6. Contracts, Arrangements, Understanding or Relationship with Respect to

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

(b) In June, 2000, Mr. Gross opened a margin account and entered into a client agreement and a loan agreement with Salomon Smith Barney. Mr. Gross deposited 540,000 Shares in the Salomon Smith Barney margin account.

(c) Since the filing of the Existing Schedule 13D, Mr. Gross and Electric Fuel Corporation executed Amendment No. 1 to the Common Stock Purchase Warrant (the "Amendment"). The Amendment gave Mr. Gross the ability to perform a cashless exercise of the Warrant.

Item 7. Material to be Filed as Exhibits.
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Exhibit 99.1 - Amendment No. 1 to the Common Stock Purchase Warrant

Exhibit 99.2 - Salomon Smith Barney Client Agreement

Exhibit 99.3 - Loan Agreement with Salomon Smith Barney

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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.

July 7, 2000

Date

/s/ Leon S. Gross

Leon S. Gross

EXHIBIT 1 TO SCHEDULE 13D

AMENDMENT NO. 1 TO THE
COMMON STOCK PURCHASE WARRANT

This Amendment to the Common Stock Purchase Warrant (the "Amendment") is entered into as of June __, 2000 by and between Leon S. Gross and Electric Fuel Corporation (the "Corporation").

WHEREAS, the parties hereto desire to amend that certain Common Stock Purchase Warrant covering 250,000 shares of the Corporation's Common Stock, dated as of December 28, 1999 (the "Warrant"), which Warrant expires on June 28, 2000.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2(2) of the Warrant is hereby amended to read in its entirety as follows:

(a) Mechanics of Exercise. In order to exercise this Warrant in whole or in part, the holder hereof shall deliver to the Corporation the following: (i) a written notice of such holder's election to exercise this Warrant, which notice shall be in substantially the form of the Subscription Notice attached hereto as Exhibit A and shall specify the number of shares of Common Stock to be purchased, (ii) except in the event of, and to the extent of, the holder's net issue exercise pursuant to Section 2(2)(b), a certified check or checks or wire transfer payable to the Corporation in an amount equal to the aggregate Purchase Price of the number of shares of Common Stock being purchased, and (iii) this Warrant. The Corporation shall, as promptly as practicable, and in any event within 10 days thereafter, execute and deliver or cause to be executed and delivered, in accordance with said notice, a certificate or certificates representing the aggregate number of shares of Common Stock specified in said notice (subject to adjustment pursuant to Section 2(2)(b) in the event of a net issue exercise). The stock certificate or certificates so delivered shall be in such denominations as may be specified in said notice and shall be registered in the name of such holder or such other name as shall be designated in said notice. Such certificate or certificates shall be deemed to have been issued and such holder or any other person designated to be named therein shall be deemed for all purposes to have become a holder of record of such shares as of the date said notice and, if applicable, payment is received by the Corporation as stated above. If this Warrant shall have been exercised only in part, the Corporation shall, at the time of delivery of said certificate or certificates, deliver to such holder a new Warrant evidencing the rights of such holder to purchase the shares comprising the remaining shares of Common Stock called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant, other than as provided for in Section 7 hereof or, at the request of such holder, appropriate notation may be made on this Warrant and the same

returned to such holder. The Corporation shall pay all expenses, taxes and other charges payable in connection with the preparation, issue and delivery of stock certificates and new Warrants under this Section.

(b) Net Issue Election. Notwithstanding any contrary provision in this Warrant, the holder hereof may elect to receive, without the payment by such holder of any additional consideration, shares of Common Stock equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Corporation, with the net issue election notice attached hereto duly executed, in which event the Corporation shall issue to such holder such number of fully paid and nonassessable shares of Common Stock as is computed using the following formula:

$$X = \frac{Y (A - B)}{A}$$

Where X = the number of shares of Common Stock to be issued to the holder pursuant to this Section 2(2)(b);

Y = the number of shares of Common Stock purchaseable under this Warrant in respect of which the net issue election is made pursuant to this Section 2(2)(b);

A = the fair market value (as defined below) of one share of Common Stock as determined at the time the net issue election is made pursuant to this Section 2(2)(b); and

B = the Purchase Price.

For purposes of this Section 2(2) (b), the "fair market value" of the Common Stock as of the determination date shall mean the average of the closing or last reported sale prices of the Common Stock on the Nasdaq National Market for the ten trading days prior to the date of the determination of the fair market value.

2. Exhibit A is replaced in its entirety with the Exhibit attached hereto.

3. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, including counterparts transmitted by facsimile, but all of which taken together shall constitute one and the same agreement.

4. On and after the date hereof, each reference in the Warrant to the "Warrant" shall mean the Warrant as amended hereby. Except as specifically amended above, the Warrant shall remain in full force and effect. The execution, delivery and effectiveness of this Amendment

shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party hereto, nor constitute a waiver of any provision of the Warrant.

[The rest of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first written above.

ELECTRIC FUEL CORPORATION

By: _____
Name:
Title:

Leon S. Gross

EXHIBIT A

Subscription

To: Electric Fuel Corporation

The undersigned hereby subscribes for _____ shares of Common Stock covered by this Warrant. The certificate(s) for such shares shall be issued in the name of the undersigned or as otherwise indicated below.

[Signature]

Net Issue Election Notice

The undersigned hereby elects to make a net issue exercise pursuant to Section 2(2) (b) of this Warrant and in accordance with the calculations set forth on Annex A hereto. The certificate(s) for such shares issuable upon such net issue election shall be issued in the name of the undersigned or as otherwise indicated below.

[Signature]

Date: _____

[Provide mathematical calculation of net issue exercise in accordance with the formula set forth in Section 2(2)(b) of this Warrant.]

EXHIBIT 2 TO SCHEDULE 13D

CLIENT AGREEMENT

In consideration of your opening one or more accounts for me ("we", "us" and "our" are each substituted for "I", "me" and "my", respectively. In the case of multiple account holders, corporations and other entities), and your agreeing to act as broker/dealer for me for the extension of credit and in the purchase or sale of securities, commodities, options and other property, it is agreed in respect to any and all accounts, whether upon margin or otherwise, which I now have or may at any future time have with Salomon Smith Barney Inc. or its direct or indirect subsidiaries and affiliates or their successors or assigns (hereinafter referred to as "you" or "your" or "SSB"), that:

1. All transactions entered into under this Agreement shall be subject to any applicable constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, where such transactions are executed by SSB or its agents and to all applicable laws, rules and regulations of governmental authorities and self-regulatory agencies. Such reference to the "constitution, rules, regulations customs and usages of the exchange" shall in no way be construed to create a cause of action arising from any violation of such constitution, rules, regulations, customs and usages. If any provision is enacted that would be inconsistent with any of the provisions of this Agreement, the provision so affected shall be deemed modified or superseded by the enactment, but the remaining provisions of this Agreement shall remain in effect. Except as herein provided, no provision of this Agreement may be waived, altered, modified or amended unless the same is in writing and signed by an authorized official of SSB.

2. I agree that all property which I own or in which I have an ownership interest, whether owned individually, jointly or in the name of another person or entity, which at any time may be in your possession or control for any purpose, including safekeeping, shall be subject to a continuing security interest, lien and right of set-off for the discharge and satisfaction of any debts or obligations however arising that I may owe to SSB at any time and for any reason. SSB may at its discretion hold such property until my debts or obligations to SSB are fully satisfied or SSB may apply such property and the proceeds of the liquidation of such property toward the satisfaction of my debts and obligations and I will remain liable to SSB for any deficiency. In enforcing your security interest, you shall have the discretion to determine which property is to be sold and the order in which it is to be sold and shall have all the rights and remedies available to a secured party under the New York Uniform Commercial Code. Without your prior written consent, I will not cause or allow any of the collateral held in my account(s), whether not owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than your security interest.

Without limiting the generally of the foregoing, I hereby authorize SSB to automatically liquidate any money market fund shares or withdraw any savings deposit balances available in

my account(s) from time to time to cover any of my indebtedness or obligations whenever in your discretion you consider it necessary for your protection.

You are authorized without further direction from me to invest any eligible free credit balances in any of my accounts in the money market fund that I have chosen. If I fail to choose a money market fund, you are authorized to make this choice on my behalf. All such investments commonly called "sweeps" shall be governed by SSB's prevailing terms and conditions as they may exist from time to time.

If I have elected the Insured Deposit Account ("IDA") feature as my sweep, you are authorized without further direction from me to invest eligible free credit balances in my accounts in savings deposits at the depository institutions in the order set forth on the list furnished to me from time to time. I understand that you may amend the list of depository institutions and that I may eliminate depository institutions from the list at any time. If my funds invested through the IDA feature reach the maximum amount that I have authorized you to so invest or that may be so invested, you are authorized to invest excess eligible free credit balances in the money market fund I have chosen or you have chosen pursuant to my authorization. I have read the IDA Disclosure Document and agree to be bound by its terms and conditions.

"Property" as used anywhere in this Agreement shall include, but not be limited to, investment property, securities and commodities accounts, securities of all kinds, money savings deposits, certificates of deposit bankers' acceptances, commercial paper, options, commodities or securities, and the distributions, proceeds, products and accessions of any of the above. All property held in a securities account shall be treated as a final asset under Article 8 of the New York Uniform Commercial Code.

3. In case of the sale of any security, commodity, or other property at my direction and the inability of SSB to deliver the same to the purchaser by reason of my failure to supply them to SSB, I authorize SSB to borrow any security, commodity, or other property necessary to make delivery thereof, and I hereby agree to be responsible for any loss which SSB may sustain thereby and any premiums, interest or other costs which SSB may be required to pay as a result of such borrowing, and for any loss or cost which SSB may sustain by reason of its inability to borrow the security, commodity, or other property sold.

I agree that if I utilize your services to receive or issue funds by wire (wire transfers), I am responsible for the issuance of accurate and complete instructions in relation to said wire transfers and I will hold you harmless from all liabilities if I fail to fulfill this responsibility. I further agree that should I incur a loss in connection with a wire transfer as a result of negligence or other activities of your part, your liability will be limited to the actual amount of the misdirected or misapplied funds and no other damages of any other nature including consequential damages will be recoverable.

You may charge my account(s) with such usual and customary charges as you may determine to cover your services and facilities, including, but not limited to, custody and transactions fees. I will promptly pay SSB any deficiency that might arise in my account(s). I

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understand and agree that a finance charge may be charged on any debit balance in any cash account I have with SSB in accordance with the terms described in the SSB literature previously provided to me and any subsequent modifications thereto which will be provided to me. You may transfer excess funds between any of my accounts (including commodity accounts) for any reason not in conflict with the Commodity Exchange Act or any other applicable law. If any transactions are effected on an exchange in which a foreign currency is used, any profit or loss as a result of a fluctuation in the exchange rate will be charged or credited to my account(s).

4. Communications may be sent to the mailing address on file with you, or at such other address as I may hereafter give in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to me personally, whether actually received or not. I acknowledge that the rules of the Securities and Exchange Commission require that certain communications be sent to me rather than an agent acting on my behalf. I warrant that the address currently on file with you is an address where I personally receive communications unless it is the address of a qualified custodian as defined by the Securities and Exchange Commission. Transactions entered into for my account(s) shall be confirmed in writing to me where required by applicable law or regulation. In addition, SSB shall provide me with periodic statements reflecting activity in such account(s). I agree that transactions reflected on such confirmations and statements shall be conclusively deemed accurate as stated unless I notify SSB in writing within three (3) days and ten (10) days of receipt, respectively, that the information contained in such confirmation or statement is inaccurate. Such notice must be sent by me to SSB by telegram or letter directed to the attention of the Branch Office Manager of the office servicing the account. Failure to so notify SSB shall also preclude me from asserting at any later date that such transaction was unauthorized.

I authorize you at your discretion to obtain reports and to provide information to others concerning my credit standing and my business conduct. You may ask credit reporting agencies for consumer reports of my credit history. Upon my request you will inform me whether you have obtained any such consumer reports and if you have, you will inform me of the name and address of the consumer reporting agency that furnished the reports to you.

5. I hereby represent that I am of the age of majority. Unless I advise you to the contrary, in writing, and provide you with a letter of approval from my employer, where required, I represent that I am not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange, or of any corporation, firm or individual engaged in the business of dealing, either as a broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper, I further represent that no one except those signing this agreement has an interest in my account.

If my account has been introduced to you and is carried by you only as a clearing broker, I agree that you are not responsible for the conduct of the introducing broker and your only responsibilities to me relate to the execution, clearing and bookkeeping of transactions in my accounts.

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6. Arbitration

- o Arbitration is final and binding on the parties.

- o The parties are waiving their right to seek remedies in court, including the right to jury trial.
- o Pre-arbitration discovery is generally more limited than and different from court proceedings.
- o The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appear or to seek modification of rulings by the arbitrators is strictly limited.
- o The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between me and SSB and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by me with SSB individually or jointly with others in any capacity; (ii) any transaction involving SSB or any predecessor firms by merger, acquisition or other business combination and me, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this or any other agreement between us, any duty arising from the business of SSB or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which SSB is a member. I may elect which of these arbitration forums shall hear the matter by sending a registered letter or telegram addressed to Salomon Smith Barney Inc. at 388 Greenwich Street, New York, NY 10013-2396, Attn: Law Department. If I fail to make such election before the expiration of five (5) days after receipt of a written request from SSB to make such election, SSB shall have the right to choose the forum.

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.

7. The provisions of this Agreement shall be continuous, shall cover individually and collectively all accounts which I may open or reopen with SSB, and shall inure to the benefit of SSB's present organization, and any successor organization or assigns; and shall be binding upon

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my heirs, executors, administrators, assigns or successors in interest. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect. Except for statutes of limitation applicable to claims, this Agreement and all terms herein shall be governed and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. The statute of limitations applicable to any claim shall be that which would be applied by the courts of the state in which I reside.

8. I understand that you may in your sole discretion prohibit or restrict trading of securities or substitution of securities in any of my accounts. You have the right to terminate any of my account (including multiple owner accounts) at any time by notice to me. The provisions of this agreement shall survive the termination of any account.

9. Your failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on your part to exercise any power or right given to you in this Agreement, or a continued course of such conduct on your part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to you in this Agreement are cumulative and not exclusive of any other rights or remedies which you otherwise have.

10. I understand that SSB shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions, commonly known as "acts of God," beyond SSB's control.

11. From time to time you may at your discretion, make loans to me for a purpose other than purchasing, carrying or trading in securities ("Express Credit Loans"). Express Credit Loans will be made in a nonsecurities credit account ("Express Credit Account"). The minimum and maximum amount of any particular loan may be established by you in your discretion regardless of the amount of collateral delivered to you and you may change such minimum and maximum amounts from time to time.

I agree not to use the proceeds of any Express Credit Loan to purchase, carry or trade in securities. I also agree not to use Express Credit Loan proceeds directly or indirectly to repay other debt that I incur for the purpose of purchasing, carrying or trading in securities.

Additional Terms for Multiple Party Accounts
Paragraphs 12 through 14 apply only to multiple party accounts.

12. If this a multiple party account, in consideration of you and your successors carrying a multiple party account on margin or otherwise for the undersigned, each of us agrees to be jointly and severally liable for said account and to pay on demand any debit balance or losses at any time due in this account. Any of us have full power and authority to make purchases and sales, including short sales, to withdraw monies and securities from, or to do anything else with reference to our account, either individually or in our joint names, and you and your successors are authorized and directed to act upon instructions received from any of us and

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to accept payment and securities from any of us for the credit of this account. Notwithstanding the ability of each of us to control the account individually, we understand and agree that you may, at your sole option, require written instructions signed by all account owners when payments or transfers are requested. Any and all notices, communications, or any demands for margin sent to any of us shall be binding upon all, and may be given by mail or other means of communication. We hereby declare this account to be a joint tenancy with rights of survivorship unless we instruct you to establish another form of multiple ownership by executing a tenancy in common agreement, community property agreement, partnership agreement or other applicable agreement evidencing the desires form of ownership.

13. Each of us agrees to hold SSB harmless form and indemnify SSB against any losses, causes of action, damages and expenses arising from or as the result of SSB following the instructions of either or any of us. SSB, in its sole discretion, may at any time suspend all activity in the multiple party account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the multiple party account or the property therein be in writing signed by both or all of us. SSB shall be entitled to recover from the account or from any of us prior to distribution of the funds or property therein such costs as it may incur, including reasonable attorney's fees, as the result of any dispute between or among us relating to or arising from the account.

14. Each of us agrees that, in the event of the death or either or any of us, the survivor or survivors shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such actions, require such papers, inheritance or estate tax waivers, retain such portion of the account and restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of either or any of us who shall have died shall be liable and each survivor shall continue liable, jointly and severally, to you for any net debit balance or loss in said account in any way resulting from the completion of transactions initiate prior to the receipt by you of the written notice of the death of the decedent, or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

If this account contains rights of survivorship, in the event of the death of either or any of us, all assets in the account shall pass to and be vested in the survivor or survivors on the same terms and conditions as previously held, without in any manner releasing the decedent's estate from the liabilities provided for herein. The estate of the decedent(s) and the survivors hereby jointly and severally agree to fully indemnify and hold harmless SSB from all liability for any taxes which may be owed in connection therewith or any claims by third parties.

Margin Agreement
Paragraphs 15 through 17 apply only to Margin Accounts

15. You are hereby authorized, without notice to me, and without regard as to whether or not you have in your possession or under your control at the time thereof other property of the same kind and amount, to pledge, repledge, hypothecate or rehypothecate my property or any part

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thereof, either separately or together with other property of other clients, either for the amount due from me or for a greater sum.

16. I agree to pay ON DEMAND any balance owing with respect to any of my accounts, including interest and commissions and any costs of collection (including attorneys' fees, if incurred by you.) I understand that you may demand full payment of the balance due in my account plus any interest charges accrued thereon, at your sole option, at any time without cause and whether or

not such demand is made for your protection. I understand that all loans made are not for any specific term or duration but are due and payable at your discretion upon a demand for payment made to me. I agree that all payments received for my account(s) including interest, dividends, premiums, principal or other payments may be applied by you to any balances due in my account(s). If I maintain both a cash and a margin account with you, you are authorized in your discretion to utilize the equity in either type of account in satisfaction of any maintenance margin requirement without the actual transference of funds or securities between such accounts.

Whenever you deem it necessary or appropriate for your protection, you are authorized, in your sole discretion, to sell, assign, transfer and deliver all or any part of my property which may be in your possession or control in any manner you deem appropriate, make any necessary purchases to cover short sales and/or any open commodity contract positions and/or to cancel any outstanding orders in order to close out the account. Without limiting the generality of the foregoing, such sale, purchase or cancellation may be made, in your sole discretion, on the exchange or other market where such business is then usually transacted, at public auction or at private sale without advertising the same. All of the above may be done without demand for margin or notice of purchase, sale or cancellation to me. No demand for margin, or notice given to me of intent to purchase or sell property or to cancel orders in my account, shall impose on you any obligation to make such demand or provide such notice to me. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver. After deducting all costs and expenses of the purchase and/or sale and deliveries, including, but not limited to, commission and transfer and stamp taxes, you shall apply the residue of the proceeds to the payment of any and all of my liabilities to you, and I shall remain liable for any deficiency. Upon any such sale, you may purchase the whole or any part thereof free from any right of redemption. In the event of my death or incompetency, the authority given by this Paragraph shall continue effective and shall be binding upon my personal representatives and heirs.

17. I will at all times maintain such margin for my account maintained by SSB, as SSB may require from time to time, and any debit balances arising in such account shall be charged interest in accordance with the terms described in the SSB literature previously provided to me and any subsequent modifications thereto which will be provided to me. I am aware that interest charges, if not paid, will be added to the debit balance in my account for the next interest period. I am aware that you may impose, for my account(s), margin requirements more stringent than those required by law or exchange regulations. I further understand and agree that such margin requirements may be changed and modified by you from time to time without prior notice

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to me. I further agree that any waiver by you or failure to promptly enforce, as to my account or that of others, such margin requirements shall not in any way prevent you from subsequently enforcing said margin requirements with regard to my account.

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EXHIBIT 3 TO SCHEDULE 13D

LOAN AGREEMENT

This Loan Agreement ("Agreement"), dated as of _____, 2000, is made between Salomon Smith Barney Inc. ("SSB") and the undersigned ("Client") to set forth the terms and conditions that will govern one or more extensions of credit (each, an "Advance") by SSB to the Client.

1. a) Subject to the terms and conditions of this Agreement, SSB agrees to make one or more Advances to the Client in an aggregate principal amount selected by the Client and approved by SSB. The initial Advance is set forth in Schedule "A". The Client may use Advances for the purpose of purchasing, carrying or trading one or more "margin securities" as such term is defined in Regulation T promulgated by the Federal Reserve Board or for any other purpose as the Client may desire. All advances will comply with the requirements of Regulation T and other applicable rules for margin accounts. SSB will not under any circumstances be required to extend any type of credit to the client unless the collateral that secures the Client's obligation to repay each Advance (and accrued interest, if any) is acceptable to SSB. If the Client's obligation to repay one or more Advances (and accrued interest, if any) is guaranteed by a third party and the guarantor pledges securities in the guarantor's account at SSB, the Client acknowledges that such securities must be acceptable to SSB.

b) The Client may obtain an Advance by (i) writing a check drawn on the Client's Account at SSB, (ii) requesting SSB to issue a branch check payable to the Client in the amount of the Advance, (iii) by requesting SSB to wire-transfer Federal funds in the amount of the Advance to a bank account in the Client's name, or (iv) by any other means requested by the Client and agreed upon by SSB.

c) SSB may, in its sole discretion, obtain reports form, and provide information to, other persons concerning the Client's credit standing and business conduct. SSB may ask credit-reporting agencies for consumer reports of the Client's credit history. Upon the Client's request, SSB will inform the Client of the name and address of the consumer reporting agency or agencies that furnish such consumer reports to SSB.

2. SSB shall charge the Client interest on the aggregate principal amount of Advances outstanding, if any. Such interest shall be computed in the same manner as that set forth for securities margin accounts in the pamphlet prepared by SSB entitled "Important New Account Information" (hereafter referred to as "New Account Document"), which may be amended from time to time and which amendment shall become binding upon written notice to the Client. The Client hereby acknowledges receipt of the New Account Document. Interest shall be payable monthly. If (i) a sufficient amount of cash or money market fund shares is not available in the Client's margin account at SSB ("Account") to pay the monthly interest amount, or if the Client elects not to make interest payments form the Account, and (ii) sufficient Collateral acceptable to SSB is in SSB's possession, the interest due shall be added to the Client's outstanding principal balance hereunder and thereafter interest shall accrue on such amount until the Client's outstanding balance on all Advances has been repaid in full, whether before or after demand or termination of this Agreement. The Client understands that by adding interest to the

outstanding principal balance of Client's Advances, the amount of additional Advances the Client may obtain shall be proportionately reduced. In no event shall the total interest and fees charged under this Agreement exceed the maximum interest rate or total fees permitted by law. In the event any excess interest or fees are collected, the same shall be refunded or credited to the Client.

3. The Client agrees to pay on demand any balance owing with respect to all Advances, including interest, fees and any costs of collection (including reasonable attorney's fees, if any). The Client understands that SSB may demand full or partial payment of any balance outstanding hereunder at its sole option and without cause at any time, and that Advances hereunder are not for any specific term or duration. The Client may pay any amount outstanding hereunder at any time in whole or in part without penalty.

4. a) As security for the Clients obligations to SSB under this Agreement, the Client hereby assigns, grants and conveys to SSB a first priority lien and security interest in all cash, stocks, bonds, other securities, and instruments now or hereafter in Client's Account and all other accounts maintained by the Client with SSB, and all dividends, interest and proceeds of such property, and any property substituted by the Client (collectively, the "Collateral"). SSB reserves the right to require the Client at any time to deposit promptly into the Account additional Collateral acceptable to SSB, in good deliverable form and freely saleable, and in such amount as SSB reasonably prescribes or to

substitute new Collateral acceptable to SSB, in good deliverable form and freely saleable, for any Collateral that has previously been deposited into the Client's Account. The Client may, with SSB's approval (not to be unreasonably withheld) and upon such terms and conditions as SSB shall prescribe, substitute securities or other property for Collateral in the Client's Account. No withdrawal or substitution may be made if after such withdrawal or substitution the minimum equity level required to be maintained on deposit in the Account. The Client agrees to take any action reasonably requested by SSB to maintain and preserve SSB's first priority lien and security interest in the Collateral.

b) In Accordance with its customary practices, but without affecting SSB's duties to client, SSB may, in its sole discretion, borrow margin securities and effect, among other things, short sale transactions with such borrowed securities. The Client understands and agrees that such borrowed securities will be deemed Collateral for purposes of this Agreement.

5. Whenever SSB makes a demand upon the Client, or reasonably deems it necessary or appropriate for its protection (which may include but is not limited to a decline in the market value of the Collateral or a decline in the market value of securities or other property in an SSB account pledged by a guarantor as security for the Client's Advances), SSB may require the Client to repay promptly all or a specified amount of the outstanding balance of the Advances or to deposit promptly into Client's Account a specific amount of additional Collateral. If the Client fails to do either of these things, SSB may, in its sole discretion, take one or more of the following actions: (a) reduce the Loan Limit to a level required by law or as determined by SSB, in the manner and in the order described in Section 4 of this Agreement, (b) liquidate, withdraw or sell the Collateral and apply it to any amounts owed to SSB, in the manner and in the order described in Section 4 of this Agreement, and (c) terminate the Client's borrowing privileges hereunder. Without limiting the generality of the foregoing, any sale may be made in

SSB's sole discretion on the exchange or market where such business is then usually transacted, at public auction or private sale. SSB will attempt to make a good faith effort to notify the Client before selling the Collateral and its failure to provide such notice will not in any way limit its rights under this Section 5. In addition to SSB's rights under this Agreement, SSB shall have the right to exercise any one or more of the rights and remedies of a secured creditor under the New York Uniform Commercial Code then in effect. All rights and remedies under this Agreement are cumulative and are in addition to all other rights and remedies that SSB may have at law or equity. Notwithstanding the foregoing, to the extent permitted by law, the Client expressly waives compliance with the provisions of Section 202 of the New York Lien Law.

6. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflict of laws rules of such State.

7. This Agreement may not be assigned by the Client without SSB's prior written consent, and shall be binding upon the Client's heirs, executors, administrators, successors and permitted assigns (whichever is applicable). SSB may assign this Agreement to any affiliated entity that is authorized by law to make advances to the Client without the Client's consent or prior notice to the Client, and this Agreement shall inure to the benefit of SSB's successors and assigns (whether by merger, consolidation or otherwise).

8. This Agreement may be amended with the written consent of both parties. Any such amendment shall be effective as of the date established by both parties. This Agreement may not be amended orally. Either the Client or SSB may by joint consent thereto, waive compliance with any provision of this Agreement. Such waiver must be in writing. Any such waiver will not be deemed to be a waiver of any other provision of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable by reason of any law, rule, administrative order or judicial decision, such determination shall not affect the validity of the remaining provisions of this Agreement.

9. SSB shall not be liable to the Client for: (a) any loss caused directly or indirectly by causes that are beyond its reasonable control, including government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions commonly known as "Acts of God", or (b) any consequential, incidental, indirect or special damages, even if such damages are reasonably foreseeable.

10. Each party represents and warrants to the other that it has full authority to enter into this Agreement and to perform its obligations hereunder. In addition, the Client represents and warrants to SSB that (a) the Collateral is not subject to any lien, encumbrance or impediment to transfer (other than SSB's lien and security interest and any restrictive legend restricting the sale of the security under the Securities Act of 1933), and (b) while any Advance (and accrued interest, if any) is outstanding, it will not pledge the Collateral or grant a security interest in the Collateral to a third party, enter into a "lock-up" agreement or other agreement that affects the Collateral or permit the

Collateral to become subject to any lien, encumbrance or restriction other than as provided above, and (c) in the event SSB liquidates and sells the Collateral, all Collateral consisting of securities will be readily transferable into "street name" in good deliverable form, and together with the securities of any other person whose sales must be aggregated with the Client's under applicable law or rules, will be saleable under the Securities

Act of 1933 and other applicable law and rules. The Client shall be deemed to repeat each of these representations each time an Advance is obtained hereunder.

11. This Agreement and the New Account Document reflect the entire agreement between SSB and the Client concerning Advances to the Client and supersede any other agreement, promise, representation or undertaking, whether written or oral, concerning the Advances and the Account. In the event of a conflict between the provisions of this Agreement and the New Account Document, and any other agreement between the Client and SSB, this Agreement will govern.

12. Without the necessity of a judicial determination, the Client hereby agrees to indemnify and hold harmless SSB and its directors, officers, employees, agents and affiliates from any and all claims (whether or not meritorious), liabilities, judgments, damages, losses, costs and expenses of any nature whatsoever (including reasonable attorney's fees and expenses) in any way related to, or arising out of or in connection with, this Agreement, including without limitation the Client's grant of a first priority lien and security interest in the Collateral and any action taken or omitted by SSB at the Client's request, or any untruth or inaccuracy of any of the Client's representations and warranties in this Agreement. Notwithstanding, the foregoing, the Client will have no obligation to indemnify SSB for any liability, judgment, damage, loss, cost or expense to the extent arising from SSB's gross negligence or willful misconduct, or that of SSB's directors, officers, employees, agents or affiliates.

13. ARBITRATION

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.

Pre-arbitration discovery is generally more limited than and different from court proceedings.

The arbitrators' award is not required to include factual findings or legal reasoning, and any party's rights 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 Client agrees that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between the Client and SSB and/or any of its present

or former officers, directors, or employees concerning or arising from (i) Client's Account, (ii) Advances and any other transaction involving SSB or any predecessor firms by merger, acquisition or other business combination and the Client, whether or not such transaction occurred in Client's Account, or (iii) the construction, performance or breach of this Agreement or any other agreement between Client and SSB, or any duty arising from the business of SSB or otherwise, shall be determined by binding arbitration before, and only before, any self-regulatory organization or exchange or which SSB is a member. The Client may elect which of these arbitration forums shall hear the matter by sending a registered letter or telegram addressed to SSB Inc. at 388 Greenwich Street, New York, NY 10013-2396, Attn: Law Department. If the Client fails to make such election, SSB shall have the right to choose the forum.

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.

BY SIGNING BELOW, THE CLIENTS AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT

SECTION 13.

CLIENT NAME AND SIGNATURE[S] (IF CLIENT IS A CORPORATION, PARTNERSHIP, TRUST OR OTHER ENTITY, INSERT THE NAME OF THE ENTITY AND THE NAME AND TITLE OF THE PERSON SIGNING FOR THE ENTITY).

LEON S. GROSS
Account No.: 315-07250-1-2-288

SALOMON SMITH BARNEY INC.

By: -----