Morningstar® Document Research℠

FORM 10-Q

PIPER JAFFRAY COMPANIES - PJC

Filed: August 01, 2008 (period: June 30, 2008)

Quarterly report which provides a continuing view of a company's financial position

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2008

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission File No. 001-31720

PIPER JAFFRAY COMPANIES
(Exact name of registrant as specified in its charter)

DELAWARE (State or other jurisdiction of incorporation or organization)	**30-0168701** (IRS Employer Identification No.)
800 Nicollet Mall, Suite 800 **Minneapolis, Minnesota** (Address of principal executive offices)	**55402** (Zip Code)

(612) 303-6000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer: ☑ Accelerated filer: ☐ Non-accelerated filer: ☐ Smaller reporting company: ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2). Yes ☐ No ☑

As of July 25, 2008, the registrant had 19,172,678 shares of Common Stock outstanding.

Powered by Morningstar® Document Research℠

Piper Jaffray Companies

Index to Quarterly Report on Form 10-Q

PART I. FINANCIAL INFORMATION
- Item 1. Financial Statements
  - Consolidated Statements of Financial Condition as of June 30, 2008 and December 31, 2007
  - Consolidated Statements of Operations for the three months and six months ended June 30, 2008 and June 30, 2007
  - Consolidated Statements of Cash Flows for the six months ended June 30, 2008 and June 30, 2007
  - Notes to Consolidated Financial Statements
- Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations
- Item 3. Quantitative and Qualitative Disclosures About Market Risk
- Item 4. Controls and Procedures

PART II. OTHER INFORMATION
- Item 1. Legal Proceedings
- Item 1A. Risk Factors
- Item 2. Unregistered Sales of Equity Securities and Use of Proceeds
- Item 4. Submissions of Matters to a Vote of Security Holders
- Item 6. Exhibits
- Signatures
- Exhibit Index

Amended and Restated 2003 Annual & Long-Term Incentive Plan
Form of Restricted Stock Agreement
Form of Restricted Stock Agreement
Employment Agreement
Certification of CEO
Certification of CFO
Section 1350 Certifications

Powered by Morningstar® Document Research℠

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Piper Jaffray Companies
Consolidated Statements of Financial Condition

(Amounts in thousands, except share data)	June 30, 2008 (Unaudited)	December 31, 2007
Assets		
Cash and cash equivalents	$ 33,231	$ 150,348
Cash and cash equivalents segregated for regulatory purposes	7,000	—
Receivables:		
Customers	98,291	124,329
Brokers, dealers and clearing organizations	66,128	87,668
Deposits with clearing organizations	34,500	30,649
Securities purchased under agreements to resell	83,074	52,931
Financial instruments and other inventory positions owned	570,671	550,335
Financial instruments and other inventory positions owned and pledged as collateral	243,023	242,214
Total financial instruments and other inventory positions owned	813,694	792,549
Fixed assets (net of accumulated depreciation and amortization of $59,877 and $55,508, respectively)	22,870	27,208
Goodwill	284,804	284,804
Intangible assets (net of accumulated amortization of $6,920 and $5,609, respectively)	15,833	17,144
Other receivables	50,746	47,719
Other assets	113,902	107,807
Total assets	$ 1,624,073	$ 1,723,156
Liabilities and Shareholders' Equity		
Short-term bank financing	$ 161,500	$ —
Payables:		
Customers	68,678	91,272
Checks and drafts	5,243	7,444
Brokers, dealers and clearing organizations	100,960	23,675
Securities sold under agreements to repurchase	68,703	247,202
Financial instruments and other inventory positions sold, but not yet purchased	182,854	224,710
Accrued compensation	49,643	132,908
Other liabilities and accrued expenses	62,607	83,356
Total liabilities	700,188	810,567
Shareholders' equity:		
Common stock, $0.01 par value:		
Shares authorized: 100,000,000 at June 30, 2008 and December 31, 2007;		
Shares issued: 19,494,488 at June 30, 2008 and December 31, 2007;		
Shares outstanding: 16,093,907 at June 30, 2008 and 15,662,835 at December 31, 2007	195	195
Additional paid-in capital	732,459	737,735
Retained earnings	360,829	367,900
Less common stock held in treasury, at cost: 3,400,581 shares at June 30, 2008 and 3,831,653 shares at December 31, 2007	(170,695)	(194,461)
Other comprehensive income	1,097	1,220
Total shareholders' equity	923,885	912,589
Total liabilities and shareholders' equity	$ 1,624,073	$ 1,723,156

Powered by Morningstar® Document Research SM

See Notes to Consolidated Financial Statements

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Table of Contents

Piper Jaffray Companies
Consolidated Statements of Operations
(Unaudited)

(Amounts in thousands, except per share data)	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	**2008**	2007
Revenues:				
Investment banking	**$ 32,184**	$ 74,872	**$ 87,449**	$ 158,605
Institutional brokerage	**51,196**	38,597	**81,008**	80,291
Interest	**13,114**	13,816	**28,273**	31,226
Asset management	**4,697**	72	**8,670**	199
Other income/(loss)	**(460)**	(364)	**(2,060)**	324
Total revenues	**100,731**	126,993	**203,340**	270,645
Interest expense	**5,826**	4,417	**12,704**	11,119
Net revenues	**94,905**	122,576	**190,636**	259,526
Non-interest expenses:				
Compensation and benefits	**65,885**	71,707	**131,136**	151,823
Occupancy and equipment	**8,133**	8,849	**16,243**	16,571
Communications	**5,869**	5,997	**12,608**	12,256
Floor brokerage and clearance	**3,899**	4,176	**6,553**	7,691
Marketing and business development	**7,381**	6,380	**13,477**	12,061
Outside services	**11,431**	9,122	**20,248**	16,439
Other operating expenses	**6,603**	1,194	**9,077**	4,950
Total non-interest expenses	**109,201**	107,425	**209,342**	221,791
Income/(loss) from continuing operations before income tax expense/(benefit)	**(14,296)**	15,151	**(18,706)**	37,735
Income tax expense/(benefit)	**(9,223)**	4,774	**(10,196)**	12,636
Net income/(loss) from continuing operations	**(5,073)**	10,377	**(8,510)**	25,099
Discontinued operations:				
Income/(loss) from discontinued operations, net of tax	**1,439**	(1,051)	**1,439**	(2,355)
Net income/(loss)	**$ (3,634)**	$ 9,326	**$ (7,071)**	$ 22,744
Earnings per basic common share				
Income/(loss) from continuing operations	**$ (0.32)**	$ 0.61	**$ (0.53)**	$ 1.47
Income/(loss) from discontinued operations	**0.09**	(0.06)	**0.09**	(0.14)
Earnings per basic common share	**$ (0.23)**	$ 0.55	**$ (0.44)**	$ 1.33
Earnings per diluted common share				
Income from continuing operations	**N/A**	$ 0.58	**N/A**	$ 1.40
Loss from discontinued operations	**N/A**	(0.06)	**N/A**	(0.13)
Earnings per diluted common share	**N/A**	$ 0.52	**N/A**	$ 1.27
Weighted average number of common shares outstanding				
Basic	**16,072**	17,073	**15,951**	17,072
Diluted	**16,709**	17,919	**16,671**	17,969

N/A — Not applicable

 Powered by Morningstar® Document Research SM

See Notes to Consolidated Financial Statements

Powered by Morningstar® Document Research℠

Piper Jaffray Companies
Consolidated Statements of Cash Flows
(Unaudited)

(Dollars in thousands)	Six Months Ended June 30, 2008	2007
Operating Activities:		
Net income/(loss)	$ (7,071)	$ 22,744
Adjustments to reconcile net income/(loss) to net cash provided by/(used in) operating activities:		
Depreciation and amortization of fixed assets	4,755	4,413
Deferred income taxes	2,331	8,123
Gain on disposal of fixed assets	—	314
Stock-based compensation	22,165	12,503
Amortization of intangible assets	1,311	800
Decrease/(increase) in operating assets:		
Cash and cash equivalents segregated for regulatory purposes	(7,000)	—
Receivables:		
Customers	25,991	(7,217)
Brokers, dealers and clearing organizations	23,132	178,566
Deposits with clearing organizations	(3,851)	3,802
Securities purchased under agreements to resell	(30,143)	11,778
Net financial instruments and other inventory positions owned	(63,005)	69,093
Other receivables	(3,113)	(1,424)
Other assets	(8,431)	(4,551)
Increase/(decrease) in operating liabilities:		
Payables:		
Customers	(22,588)	(11,364)
Checks and drafts	(2,201)	(4,306)
Brokers, dealers and clearing organizations	75,430	(169,257)
Securities sold under agreements to repurchase	3,015	1,465
Accrued compensation	(78,964)	(77,923)
Other liabilities and accrued expenses	(21,000)	(31,690)
Net cash provided by/(used in) operating activities	(89,237)	5,869
Investing Activities:		
Purchases of fixed assets, net	(509)	(5,500)
Net cash used in investing activities	(509)	(5,500)
Financing Activities:		
Increase in securities loaned	—	408
Decrease in securities sold under agreements to repurchase	(181,514)	(38,159)
Increase in short-term bank financing	161,500	33,000
Repurchase of common stock	(8,192)	(17,442)
Excess tax benefits from stock-based compensation	792	2,068
Proceeds from stock option transactions	20	2,266
Net cash used in financing activities	(27,394)	(17,859)
Currency adjustment:		
Effect of exchange rate changes on cash	23	211
Net decrease in cash and cash equivalents	(117,117)	(17,279)
Cash and cash equivalents at beginning of period	150,348	39,903
Cash and cash equivalents at end of period	$ 33,231	$ 22,624

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Supplemental disclosure of cash flow information -				
Cash paid/(received) during the period for:				
Interest	**$**	**13,095**	$	10,822
Income taxes	**$**	**(5,028)**	$	1,815
Non-cash financing activities -				
Issuance of common stock for retirement plan obligations:				
90,140 shares and 8,619 shares for the six months ended June 30, 2008 and 2007, respectively	**$**	**3,704**	$	598

See Notes to Consolidated Financial Statements

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Piper Jaffray Companies
Notes to the Consolidated Financial Statements
(Unaudited)

Note 1 *Background*

Piper Jaffray Companies is the parent company of Piper Jaffray & Co. (“Piper Jaffray”), a securities broker dealer and investment banking firm; Piper Jaffray Ltd., a firm providing securities brokerage and investment banking services in Europe headquartered in London, England; Piper Jaffray Asia Holdings Limited, an entity providing investment banking services in China headquartered in Hong Kong; Fiduciary Asset Management, LLC (“FAMCO”), an entity providing asset management services to clients through separately managed accounts and closed end funds offering an array of investment products; Piper Jaffray Financial Products Inc., an entity that facilitates customer derivative transactions; Piper Jaffray Financial Products II Inc., an entity dealing primarily in variable rate municipal products; and other immaterial subsidiaries. Piper Jaffray Companies and its subsidiaries (collectively, the “Company”) operate as one reporting segment providing investment banking services, institutional sales, trading and research services, and asset management services. As discussed more fully in Note 4, the Company completed the sale of its Private Client Services branch network and certain related assets to UBS Financial Services, Inc., a subsidiary of UBS AG (“UBS”), on August 11, 2006, thereby exiting the Private Client Services (“PCS”) business.

Basis of Presentation

The consolidated financial statements include the accounts of Piper Jaffray Companies, its wholly owned subsidiaries and other entities in which the Company has a controlling financial interest. All material intercompany balances have been eliminated. Certain financial information for prior periods has been reclassified to conform to the current period presentation.

The consolidated financial statements have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (“SEC”) with respect to Form 10-Q and reflect all adjustments that in the opinion of management are normal and recurring and that are necessary for a fair statement of the results for the interim periods presented. In accordance with these rules and regulations, certain disclosures that are normally included in annual financial statements have been omitted. The consolidated financial statements included in this Form 10-Q should be read in conjunction with the consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2007.

The consolidated financial statements are prepared in conformity with U.S. generally accepted accounting principles. These principles require management to make certain estimates and assumptions that may affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The nature of the Company’s business is such that the results of any interim period may not be indicative of the results to be expected for a full year.

Note 2 *Summary of Significant Accounting Policies*

Refer to the Company’s Annual Report on Form 10-K for the year ended December 31, 2007, for a full description of the Company’s significant accounting policies. Changes to the Company’s significant accounting policies are described below.

Financial Instruments and Other Inventory Positions

Financial instruments and other inventory positions owned and financial instruments and other inventory positions sold, but not yet purchased, are carried at fair value on the consolidated statements of financial condition, with unrealized gains and losses reflected in the consolidated statements of operations. The fair value of a financial instrument is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e. the exit price). Securities (both long and short) are recognized on a trade-date basis.

Fair Value Hierarchy

Effective January 1, 2008, the Company adopted Statement of Financial Accounting Standards No. 157, “Fair Value Measurements” (“SFAS 157”). Prior to January 1, 2008, the Company followed the American Institute of Certified Public Accountants (“AICPA”) Audit and Accounting Guide, *Brokers and Dealers in Securities*, when determining fair value for financial instruments. SFAS 157 defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. SFAS 157 maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available. Observable inputs are inputs that market participants

 Powered by Morningstar® Document Research℠

would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect our assumptions that market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the transparency of inputs as follows:

Level 1 — Quoted prices (unadjusted) are available in active markets for identical assets or liabilities as of the report date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market. The type of financial instruments included in Level 1 are highly liquid instruments with quoted prices such as certain U.S. treasury bonds and U.S. government agency securities, equities listed in active markets and certain firm investments.

Level II — Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the report date. The nature of these financial instruments include instruments for which quoted prices are available but traded less frequently, derivative instruments whose fair value have been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data, and instruments that are fair valued using other financial instruments, the parameters of which can be directly observed. Instruments which are generally included in this category are certain U.S. treasury bonds and U.S. government agency securities, corporate bonds, certain municipal bonds, certain asset-backed securities and derivatives.

Level III — Instruments that have little to no pricing observability as of the report date. These financial instruments do not have two-way markets and are measured using management's best estimate of fair value, where the inputs into the determination of fair value require significant management judgment or estimation. Instruments included in this category generally include auction rate municipal securities, certain firm investments, certain asset-backed securities, residual interests in securitizations and certain convertible securities.

Valuation of Financial Instruments

When available, the Company values financial instruments at observable market prices, observable market parameters, or broker or dealer prices (bid and ask prices). In the case of financial instruments transacted on recognized exchanges, the observable market prices represent quotations for completed transactions from the exchange on which the financial instrument is principally traded.

A substantial percentage of the fair value of the Company's financial instruments and other inventory positions owned, financial instruments and other inventory positions owned and pledged as collateral, and financial instruments and other inventory positions sold, but not yet purchased, are based on observable market prices, observable market parameters, or derived from broker or dealer prices. The availability of observable market prices and pricing parameters can vary from product to product. Where available, observable market prices and pricing or market parameters in a product may be used to derive a price without requiring significant judgment. In certain markets, observable market prices or market parameters are not available for all products, and fair value is determined using techniques appropriate for each particular product. These techniques involve some degree of judgment.

For investments in illiquid or privately held securities that do not have readily determinable fair values, the determination of fair value requires the Company to estimate the value of the securities using the best information available. Among the factors considered by the Company in determining the fair value of such financial instruments are the cost, terms and liquidity of the investment, the financial condition and operating results of the issuer, the quoted market price of publicly traded securities with similar quality and yield, and other factors generally pertinent to the valuation of investments. In instances where a security is subject to transfer restrictions, the value of the security is based primarily on the quoted price of a similar security without restriction but may be reduced by an amount estimated to reflect such restrictions. In addition, even where the value of a security is derived from an independent source, certain assumptions may be required to determine the security's fair value. For instance, the Company assumes that the size of positions in securities that the Company holds would not be large enough to affect the quoted price of the securities if the firm sells them, and that any such sale would happen in an orderly manner. The actual value realized upon disposition could be different from the currently estimated fair value.

Derivative contracts are financial instruments such as forwards, futures, swaps or option contracts that derive their value from underlying assets, reference rates, indices or a combination of these factors. A derivative contract generally represents future commitments to purchase or sell financial instruments at specified terms on a specified date or to exchange currency or interest payment streams based on the contract or notional amount. Derivative contracts exclude certain cash instruments, such as mortgage-backed securities, interest-only and principal-only obligations and indexed debt instruments that derive their values or contractually required cash flows from the price of some other security or index.

The fair values related to derivative contract transactions are reported in financial instruments and other inventory positions owned and financial instruments and other inventory positions sold, but not yet purchased on the consolidated statements of financial condition and any unrealized gain or loss resulting from changes in fair values of derivatives is reported on the consolidated statements of operations. Fair value

Powered by Morningstar® Document Research℠

is determined using quoted market prices when available or pricing models based on the net present value of estimated future cash flows. Management deems the net present value of estimated future cash flows model to provide the best estimate of fair value as most of our derivative products are interest rate products. The valuation models used require inputs including contractual terms, market prices, yield curves, credit curves and measures of volatility.

The Company does not utilize "hedge accounting" as described within SFAS No. 133. Derivatives are reported on a net-by-counterparty basis when a legal right of offset exists and on a net-by-cross product basis when applicable provisions are stated in a master netting agreement. Cash collateral received or paid is netted on a counterparty basis, provided legal right of offset exists.

Note 3 *Recent Accounting Pronouncements*

Effective January 1, 2008, the Company adopted SFAS 157. Prior to January 1, 2008, the Company followed the AICPA Audit and Accounting Guide, *Brokers and Dealers in Securities*, when determining fair value for financial instruments. SFAS 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, establishes a framework for measuring fair value and requires enhanced disclosures about fair value measurements. Further, SFAS 157 disallows the use of block discounts on positions traded in an active market and nullifies certain guidance regarding the recognition of inception gains on certain derivative transactions. The impact of adopting SFAS 157 in our first quarter of 2008 was not material to our consolidated financial statements. See Note 6, "Fair Value of Financial Instruments" to the consolidated financial statements for additional information.

Effective January 1, 2008, the Company adopted Statement of Financial Accounting Standards No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" ("SFAS 159"). SFAS 159 permits entities to choose to measure certain financial assets and liabilities and other eligible items at fair value, which are not otherwise currently allowed to be measured at fair value. Under SFAS 159, the decision to measure items at fair value is made at specified election dates on an irrevocable instrument-by-instrument basis. Entities electing the fair value option would be required to recognize changes in fair value in earnings and to expense upfront costs and fees associated with the item for which the fair value option is elected. Entities electing the fair value option are required to distinguish on the face of the statement of financial position, the fair value of assets and liabilities for which the fair value option has been elected and similar assets and liabilities measured using another measurement attribute. The Company did not make any elections under SFAS 159 to apply fair value to additional financial assets and liabilities.

Effective January 1, 2008, the Company adopted FSP No. FIN 39-1, "Amendment of FASB Interpretation No. 39" ("FSP FIN 39-1"). FSP FIN 39-1 modifies FIN No. 39, "Offsetting of Amounts Related to Certain Contracts," and permits companies to offset cash collateral receivables or payables with net derivative positions under certain circumstances. The adoption of FSP FIN 39-1 did not have a material effect on the consolidated financial statements of the Company.

In December 2007, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 141 (revised 2007), "Business Combinations" ("SFAS 141(R)"). SFAS 141(R) expands the definition of transactions and events that qualify as business combinations; requires that acquired assets and liabilities, including contingencies, be recorded at the fair value determined on the acquisition date and changes thereafter reflected in revenue, not goodwill; changes the recognition timing for restructuring costs; and requires acquisition costs to be expensed as incurred. Adoption of SFAS 141(R) is required for combinations after December 15, 2008. Early adoption and retroactive application of SFAS 141(R) to fiscal years preceding the effective date are not permitted.

In December 2007, the FASB issued Statement of Financial Accounting Standards No. 160, "Noncontrolling Interest in Consolidated Financial Statements" ("SFAS 160"). SFAS 160 re-characterizes minority interests in consolidated subsidiaries as non-controlling interests and requires the classification of minority interests as a component of equity. Under SFAS 160, a change in control will be measured at fair value, with any gain or loss recognized in earnings. SFAS 160 is effective for fiscal years beginning after December 15, 2008. We are evaluating the impact of SFAS 160 on our consolidated financial statements.

In March 2008, the FASB issued Statement of Financial Accounting Standards No. 161, "Disclosures about Derivative Instruments and Hedging Activities" ("SFAS 161"). SFAS 161 requires disclosures regarding the location and amounts of derivative instruments in the Company's financial statements; how derivative instruments and related hedged items are accounted for; and how derivative instruments and related hedged items affect the Company's financial position, financial performance and cash flows. SFAS 161 is effective for financial statements issued for fiscal years and interim periods after November 15, 2008. Early application is permitted. Because SFAS 161 impacts the Company's disclosure and not its accounting treatment for derivative instruments and any related hedged items, the Company's adoption of SFAS 161 will not impact the consolidated financial statements.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Note 4 *Discontinued Operations*

On August 11, 2006, the Company and UBS completed the sale of the Company's PCS branch network under a previously announced asset purchase agreement. The purchase price under the asset purchase agreement was approximately $750 million, which included $500 million for the branch network and approximately $250 million for the net assets of the branch network, consisting principally of customer margin receivables.

In accordance with the provisions of Statement of Financial Accounting Standards No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" ("SFAS 144"), the results of PCS operations have been classified as discontinued operations for all periods presented. The Company recorded a gain from discontinued operations, net of tax, of $1.4 million for the six months ended June 30, 2008, primarily related to a litigation settlement. The Company may incur discontinued operations expense or income related to changes in litigation reserve estimates for retained PCS litigation matters and for changes in estimates to occupancy and severance restructuring charges if the facts that support the Company's estimates change.

In connection with the sale of the Company's PCS branch network, the Company initiated a plan in 2006 to significantly restructure the Company's support infrastructure. All restructuring costs related to the sale of the PCS branch network are included within discontinued operations in accordance with SFAS 144. See Note 13 for additional information regarding the Company's restructuring activities.

Powered by Morningstar® Document Research℠

Note 5 *Financial Instruments and Other Inventory Positions Owned and Financial Instruments and Other Inventory Positions Sold, but Not Yet Purchased*

Financial instruments and other inventory positions owned and financial instruments and other inventory positions sold, but not yet purchased were as follows:

(Dollars in thousands)	**June 30, 2008**	December 31, 2007
Financial instruments and other inventory positions owned:		
Corporate securities:		
Equity securities	**$ 25,174**	$ 14,977
Convertible securities	**84,399**	102,938
Fixed income securities	**34,609**	64,367
Municipal Securities:		
Auction rate municipal securities	**85,025**	202,500
Variable rate demand notes	**43,155**	32,542
Other municipal securities	**314,671**	208,150
Asset-backed securities	**56,016**	44,006
U.S. government agency securities	**84,577**	48,074
U.S. government securities	**34,052**	4,520
Derivative contracts	**40,560**	56,554
Other	**11,456**	13,921
	$ 813,694	$ 792,549
Financial instruments and other inventory positions sold, but not yet purchased:		
Corporate securities:		
Equity securities	**$ 46,218**	$ 66,856
Convertible securities	**319**	4,764
Fixed income securities	**23,994**	26,310
Municipal securities	**420**	11
U.S. government agency securities	**5,466**	25,752
U.S. government securities	**59,055**	33,972
Derivative contracts	**494**	18,388
Other	**46,888**	48,657
	$ 182,854	$ 224,710

At June 30, 2008 and December 31, 2007, financial instruments and other inventory positions owned in the amount of $243.0 million and $242.2 million, respectively, had been pledged as collateral for the Company's repurchase agreements and secured borrowings.

Inventory positions sold, but not yet purchased represent obligations of the Company to deliver the specified security at the contracted price, thereby creating a liability to purchase the security in the market at prevailing prices. The Company is obligated to acquire the securities sold short at prevailing market prices, which may exceed the amount reflected on the consolidated statements of financial condition. The Company economically hedges changes in market value of its financial instruments and other inventory positions owned utilizing inventory positions sold, but not yet purchased, interest rate swaps, futures and exchange-traded options.

Derivative Contract Financial Instruments

The Company uses interest rate swaps, interest rate locks, and forward contracts to facilitate customer transactions and as a means to manage risk in certain inventory positions. Interest rate swaps are also used to manage interest rate exposure associated with holding residual interest securities from the Company's tender option bond program. In addition, the Company enters into total return loan swaps to receive the return on $16.0 million in certain corporate loan assets without transferring actual ownership of the underlying loan to the Company. As of June 30, 2008 and December 31, 2007, the Company was counterparty to notional/contract amounts of $7.8 billion and $7.5 billion, respectively, of derivative instruments.

 Powered by Morningstar® Document Research℠

The Company's derivative contracts are recorded at fair value. Fair values for derivative contracts represent amounts estimated to be received from or paid to a counterparty in settlement of these instruments. These derivatives are valued using quoted market prices when available or pricing models based on the net present value of estimated future cash flows. The valuation models used require inputs including contractual terms, market prices, yield curves, credit curves and measures of volatility. Derivatives are reported on a net-by-counterparty basis when legal right of offset exists, and on a net-by-cross product basis when applicable provisions are stated in master netting agreements. Cash collateral received or paid is netted on a counterparty basis, provided a legal right of offset exists.

Note 6 *Fair Value of Financial Instruments*

The Company records financial instruments and other inventory positions owned and financial instruments and other inventory positions sold, but not yet purchased, at fair value on the consolidated statements of financial condition with unrealized gains and losses reflected in the consolidated statements of operations.

The degree of judgment utilized in measuring the fair value of financial instruments generally correlates to the level of pricing observability. Pricing observability is impacted by a number of factors, including the type of financial instrument, whether the financial instrument is new to the market and not yet established and the characteristics specific to the transaction. Financial instruments with readily available active quoted prices for which fair value can be measured from actively quoted prices generally will have a higher degree of pricing observability and a lesser degree of judgment used in measuring fair value. Conversely, financial instruments rarely traded or not quoted will generally have less, or no, pricing observability and a higher degree of judgment used in measuring fair value.

The following table summarizes the valuation of our financial instruments by SFAS 157 pricing observability levels as of June 30, 2008:

(Dollars in thousands)	Level I (1)	Level II (1)	Level III (1)	Counterparty Collateral Netting (2)	Total
Assets:					
Financial instruments and other inventory positions owned:					
Non-derivative instruments	$ 64,039	$ 567,352	$ 141,743	$ —	$ 773,134
Derivative instruments	—	40,560	—	—	40,560
Total financial instruments and other inventory positions owned:	$ 64,039	$ 607,912	$ 141,743	$ —	$ 813,694
Investments	$ 81	$ —	$ 47,446	$ —	$ 47,527
Level III investments for which the Company does not bear economic exposure			(8,097) (3)		
Level III investments for which the Company bears economic exposure			$ 39,349		
Liabilities:					
Financial instruments and other inventory positions sold, but not yet purchased:					
Non-derivative instruments	$ 65,468	$ 115,012	$ 1,880	$ —	$ 182,360
Derivative instruments	—	15,345	—	(14,851) (4)	494
Total financial instruments and other inventory positions sold, but not yet purchased:	$ 65,468	$ 130,357	$ 1,880	$ (14,851)	$ 182,854
Investments	$ —	$ —	$ 4,341	$ —	$ 4,341

(1) *Level I financial instruments included highly liquid instruments with quoted prices such as certain U.S. treasury bonds and U.S. government agency securities, equities listed in active markets and certain firm investments. Level II financial instruments generally include corporate bonds, certain U.S. treasury bonds and U.S. government bonds, certain municipal bonds, certain asset-backed securities and derivatives. Level III financial instruments generally include auction rate municipal securities, certain firm investments, certain asset-backed securities, residual interests in securitizations and certain convertible securities.*

(2) *As permitted by FIN 39-1 the Company offsets cash and cash equivalent collateral receivables or payables with net derivative positions under certain circumstances.*

Powered by Morningstar® Document Research℠

(3) *Consists of Level III investments which are attributable to minority investors or attributable to employee interests in certain consolidated funds.*

(4) *The Company posted $14.9 million of short-term U.S. treasury bonds as collateral at June 30, 2008.*

The following table summarizes the changes in fair value carrying values associated with Level III financial instruments during the six months ended June 30, 2008:

(Dollars in thousands)	Non-Derivative Assets	Non-Derivative Liabilities	Investment Assets	Investment Liabilities
Balance at December 31, 2007	**$ 230,703**	**$ —**	**$ 47,780**	**$ 4,576**
Purchases (sales), net	46,906	—	2,785	—
Net transfers in (out)	—	—	—	—
Realized gains (losses) (5)	(1,749)	—	777	—
Unrealized gains (losses) (5)	1,780	—	(3,819)	(277)
Balance at March 31, 2008	**277,640**	**—**	**47,523**	**4,299**
Purchases (sales), net	(159,318)	—	(209)	—
Net transfers in (out)	29,178	1,960	(1,264)	—
Realized gains (losses) (5)	(190)	(80)	—	—
Unrealized gains (losses) (5)	(5,567)	—	1,396	42
Balance at June 30, 2008	**$ 141,743**	**$ 1,880**	**$ 47,446**	**$ 4,341**

(5) *Realized and unrealized gains/losses related to non-derivative assets are reported in institutional brokerage on the consolidated statements of operations. Realized and unrealized gains/losses related to investments are reported in other income/(loss) on the consolidated statements of operations.*

Note 7 *Securitizations*

In connection with its tender option bond program, the Company securitizes highly rated municipal bonds. At June 30, 2008 and December 31, 2007, the Company had $339.9 million and $325.6 million, respectively, of par value of municipal bonds in securitization. Each municipal bond is sold into a separate trust that is funded by the sale of variable rate certificates to institutional customers seeking variable rate tax-free investment products. These variable rate certificates reprice weekly. Securitization transactions meeting certain SFAS 140 criteria are treated as sales, with the resulting gain included in institutional brokerage revenue on the consolidated statements of operations. If a securitization does not meet the asset sale requirements of SFAS 140, the transaction is recorded as a borrowing. The Company retains a residual interest in each structure and accounts for the residual interest as a financial instrument owned, which is recorded at fair value on the consolidated statements of financial condition. The fair value of retained interests was $11.5 million and $13.9 million at June 30, 2008 and December 31, 2007, respectively, with a weighted average life of 8.1 years and 8.0 years, respectively. The fair value of retained interests is estimated based on the present value of future cash flows using management's best estimates of the key assumptions — expected yield, credit losses of 0 percent and a 12 percent discount rate. At June 30, 2008, the sensitivity of the current fair value of retained interests to immediate 10 percent and 20 percent adverse changes in the key economic assumptions was not material. The Company receives a fee to remarket the variable rate certificates derived from the securitizations.

Certain cash flow activity for the municipal bond securitizations described above includes:

	Six Months Ended June 30,	
(Dollars in thousands)	**2008**	2007
Proceeds from new securitizations	**$77,134**	$29,000
Remarketing fees received	**65**	60
Cash flows received on retained interests	**2,952**	2,562

Three securitization transactions at June 30, 2008 and December 31, 2007 did not meet the asset sale requirements of SFAS 140, causing the Company to consolidate these trusts. Accordingly, the Company recorded an asset for the underlying bonds of $47.7 million (par value $47.5 million) and $49.5 million (par value $49.1 million) as of June 30, 2008 and December 31, 2007, respectively, in financial instruments and other inventory positions owned and a liability for the certificates sold by the trusts for $46.8 million and $48.7 million as of June 30, 2008 and December 31, 2007, respectively, in financial instruments and other inventory positions sold, but not yet purchased, on the consolidated statements of financial condition.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

The Company enters into interest rate swap agreements to manage interest rate exposure associated with holding the residual interest securities from its securitizations, which have been recorded at fair value and resulted in a liability of approximately $8.2 million and $11.1 million at June 30, 2008 and December 31, 2007, respectively.

The Company has contracted with two major third-party financial institutions who act as liquidity providers for the Company's tender option bond securitized trusts. The Company has agreed to reimburse these parties for any losses associated with providing liquidity to the trusts. The maximum exposure to loss at June 30, 2008 was $315.6 million representing the outstanding amount of all trust certificates. This exposure to loss is mitigated by the underlying bonds in the trusts. These bonds had a market value of approximately $319.7 million at June 30, 2008. The Company believes that the likelihood it will be required to fund the reimbursement agreement obligation under any provision of the arrangement is remote, and accordingly, no liability for such guarantee has been recorded in the accompanying consolidated financial statements.

Note 8 *Receivables from and Payables to Brokers, Dealers and Clearing Organizations*

Amounts receivable from brokers, dealers and clearing organizations at June 30, 2008 and December 31, 2007 included:

(Dollars in thousands)	**June 30, 2008**	December 31, 2007
Receivable arising from unsettled securities transactions, net	**$ —**	$ 591
Deposits paid for securities borrowed	**49,308**	55,257
Receivable from clearing organizations	**7,954**	8,081
Securities failed to deliver	**4,323**	7,647
Other	**4,543**	16,092
	$ 66,128	$ 87,668

Amounts payable to brokers, dealers and clearing organizations at June 30, 2008 and December 31, 2007 included:

(Dollars in thousands)	**June 30, 2008**	December 31, 2007
Payable arising from unsettled securities transactions, net	**$ 71,885**	$ —
Payable to clearing organizations	**23,881**	12,648
Securities failed to receive	**5,189**	11,021
Other	**5**	6
	$ 100,960	$ 23,675

Deposits paid for securities borrowed approximate the market value of the securities. Securities failed to deliver and receive represent the contract value of securities that have not been delivered or received by the Company on settlement date.

Note 9 *Other Assets*

Other assets includes investments in partnerships and investments to fund deferred compensation liabilities that are valued at fair value, net deferred tax assets, income tax receivable and prepaid expenses. In addition, other assets includes 55,440 shares of NYSE Euronext, Inc. common stock subject to restrictions on transfer until March 2009. Fair value of these shares are determined based upon quoted market prices with a valuation adjustment for the restriction.

Other assets at June 30, 2008 and December 31, 2007 included:

	June 30, 2008	December 31, 2007
Investments	**$ 47,527**	$ 47,780
Deferred income tax asset	**39,387**	41,718
Income taxes receivable	**16,210**	6,513
Prepaid expenses	**9,525**	7,596
Other	**1,253**	4,200
Total other assets	**$ 113,902**	$ 107,807

 Powered by Morningstar® Document Research℠

Note 10 *Goodwill and Intangible Assets*

The following table presents the changes in the carrying value of goodwill and intangible assets for the six months ended June 30, 2008:

(Dollars in thousands)

Goodwill	
Balance at December 31, 2007	$284,804
Goodwill acquired	—
Impairment losses	—
Balance at June 30, 2008	$284,804

(Dollars in thousands)

Intangible assets	
Balance at December 31, 2007	$17,144
Intangible assets acquired	—
Amortization of intangible assets	(1,311)
Impairment losses	—
Balance at June 30, 2008	$15,833

Note 11 *Financing*

The Company has discretionary short-term financing available on both a secured and unsecured basis. In addition, the Company has established arrangements to obtain financing using as collateral the Company's securities held by its clearing bank and by another broker dealer at the end of each business day. Repurchase agreements are also used as sources of funding.

On February 19, 2008, the Company expanded its available secured financing by entering into a $600 million revolving credit facility with U.S. Bank N.A. pursuant to which the Company is permitted to request advances to fund certain short-term municipal securities (including auction rate securities and variable rate demand notes). The advances are secured by certain pledged assets of the Company, which consist primarily of certain short-term municipal securities. Interest is paid monthly, and the unpaid principal amount of all advances will be due on August 19, 2008. Advances may be prepaid in whole or in part at any time without penalty. At June 30, 2008, the Company had advances against this line of credit of $13.5 million.

The Company's short-term financing bears interest at rates based on the federal funds rate. At June 30, 2008 and 2007, the weighted average interest rate on borrowings was 2.96 percent and 5.69 percent, respectively. At June 30, 2008 and December 31, 2007, no formal compensating balance agreements existed, and the Company was in compliance with all debt covenants related to its financing facilities.

On December 31, 2007, the Company entered into an agreement whereby U.S. Bank N.A. agreed to provide up to $50 million in temporary subordinated debt upon approval by the Financial Industry Regulatory Authority ("FINRA").

Note 12 *Legal Contingencies*

The Company has been named as a defendant in various legal proceedings arising primarily from securities brokerage and investment banking activities, including certain class actions that primarily allege violations of securities laws and seek unspecified damages, which could be substantial. Also, the Company is involved from time to time in investigations and proceedings by governmental agencies and self-regulatory organizations.

The Company has established reserves for potential losses that are probable and reasonably estimable that may result from pending and potential complaints, legal actions, investigations and proceedings. The Company's reserves totaled $7.0 million and $8.4 million at June 30, 2008 and December 31, 2007, respectively. In addition to the Company's established reserves, U.S. Bancorp, from whom the Company spun-off on December 31, 2003, has agreed to indemnify the Company in an amount up to $17.5 million for certain legal and regulatory matters. Approximately $12.8 million of this amount remained available as of June 30, 2008.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

As part of the asset purchase agreement between UBS and the Company for the sale of the PCS branch network, UBS agreed to assume certain liabilities of the PCS business, including certain liabilities and obligations arising from litigation, arbitration, customer complaints and other claims related to the PCS business. In certain cases, we have agreed to indemnify UBS for litigation matters after UBS has incurred costs of $6.0 million related to these matters and as of the second quarter of 2008, we have exceeded this $6.0 million threshold. In addition, we have retained liabilities arising from regulatory matters and certain litigation relating to the PCS business prior to the sale. The amount of exposure in excess of the $6.0 million indemnification threshold and for other PCS litigation matters deemed to be probable and reasonably estimable are included in the Company's established reserves. Adjustments to litigation reserves for matters pertaining to the PCS business are included within discontinued operations on the consolidated statements of operations.

Given uncertainties regarding the timing, scope, volume and outcome of pending and potential litigation, arbitration and regulatory proceedings and other factors, the amounts of reserves are difficult to determine and of necessity subject to future revision. Subject to the foregoing, management of the Company believes, based on its current knowledge, after consultation with outside legal counsel and after taking into account its established reserves, the U.S. Bancorp indemnity agreement, the assumption by UBS of certain liabilities of the PCS business and our indemnification obligations to UBS, that pending legal actions, investigations and proceedings will be resolved with no material adverse effect on the consolidated financial condition of the Company. However, if during any period a potential adverse contingency should become probable or resolved for an amount in excess of the established reserves and/or the U.S. Bancorp indemnification, the results of operations in that period could be materially adversely affected.

Note 13 *Restructuring*

The Company implemented a specific restructuring plan in 2006 to reorganize the Company's support infrastructure as a result of the PCS branch network sale to UBS. The following table presents a summary of activity with respect to the restructuring-related liabilities included in other liabilities and accrued expenses on the consolidated statements of financial condition:

(Dollars in thousands)	PCS Restructuring
Balance at December 31, 2007	**$ 14,566**
Provisions charged to discontinued operations	(2,000)
Cash outlays	(2,476)
Non-cash write-downs	(230)
Balance at June 30, 2008	**$ 9,860**

Note 14 *Shareholders' Equity*

Issuance of Shares

During the six months ended June 30, 2008, the Company issued 90,140 common shares out of treasury in fulfillment of $3.7 million in obligations under the Piper Jaffray Companies Retirement Plan and issued 341,798 common shares out of treasury as a result of vesting and exercise transactions under the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan (the "Incentive Plan").

Powered by Morningstar® Document Research℠

Note 15 *Earnings Per Share*

Basic earnings per common share is computed by dividing net income by the weighted average number of common shares outstanding for the period. Diluted earnings per common share is calculated by adjusting the weighted average outstanding shares to assume conversion of all potentially dilutive restricted stock and stock options. The computation of earnings per share is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(Amounts in thousands, except per share data)	**2008**	2007	**2008**	2007
Net income/(loss)	**$ (3,634)**	$ 9,326	**$ (7,071)**	$ 22,744
Shares for basic and diluted calculations:				
Average shares used in basic computation	**16,072**	17,073	**15,951**	17,072
Stock options	**26**	118	**37**	125
Restricted stock	**611**	728	**683**	772
Average shares used in diluted computation	**16,709**	17,919	**16,671**	17,969
Earnings per share:				
Basic	**$ (0.23)**	$ 0.55	**$ (0.44)**	$ 1.33
Diluted	**N/A** (1)	$ 0.52	**N/A** (1)	$ 1.27

N/A — Not applicable

(1) *In accordance with SFAS 128, earnings per diluted common share is not calculated in periods when a loss is incurred.*

Note 16 *Stock-Based Compensation*

The Company maintains one stock-based compensation plan, the Incentive Plan. The Incentive Plan permits the grant of equity awards, including non-qualified stock options and restricted stock, to the Company's employees and directors subject to a limit of 5.5 million shares of common stock. The Company periodically grants shares of restricted stock and options to purchase Piper Jaffray Companies common stock to employees and grants options to purchase Piper Jaffray Companies common stock and shares of Piper Jaffray Companies common stock to its non-employee directors. The Company believes that such awards help align the interests of employees and directors with those of shareholders and serve as an employee retention tool. The awards granted to employees have the following vesting periods: approximately 77 percent of the value of awards have three-year cliff vesting periods, approximately 10 percent of the value of awards vest ratably from 2010 through 2013 on the annual grant date anniversary, and approximately 13 percent of the value of awards cliff vest upon meeting a specific performance-based metric prior to May 2013. The director awards are fully vested upon grant. The maximum term of the stock options granted to employees and directors is ten years. The plan provides for accelerated vesting of the majority of option and restricted stock awards if there is a change in control of the Company (as defined in the plan), in the event of a participant's death, and at the discretion of the compensation committee of the Company's board of directors.

Prior to January 1, 2006, the Company accounted for stock-based compensation under the fair value method of accounting as prescribed by SFAS 123, as amended by SFAS 148. As such, the Company recorded stock-based compensation expense in the consolidated statements of operations at fair value as of the grant date, net of estimated forfeitures.

Effective January 1, 2006, the Company adopted the provisions of SFAS 123(R) using the modified prospective transition method. SFAS 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the statements of operations based on fair value as of the grant date, net of estimated forfeitures. Because the Company historically expensed all equity awards based on the fair value method, net of estimated forfeitures, SFAS 123(R) did not have a material effect on the Company's measurement or recognition methods for stock-based compensation.

Employee and director stock options granted prior to January 1, 2006, were expensed by the Company on a straight-line basis over the option vesting period, based on the estimated fair value of the award on the date of grant using a Black-Scholes option-pricing model. Employee and director stock options granted after January 1, 2006, are expensed by the Company on a straight-line basis over the required service period, based on the estimated fair value of the award on the date of grant using a Black-Scholes option-pricing model. At the time it adopted SFAS 123(R), the Company changed the expensing period from the vesting period to the required service period, which shortened the period over which options are expensed for employees who are retiree-eligible on the date of grant or become retiree-eligible during the vesting period. The number of employees that fell within this category at January 1, 2006 was not material. In accordance with SEC guidelines, the Company did not alter the expense recorded in connection with prior option grants for the change in the expensing period.

Employee restricted stock grants prior to January 1, 2006, are amortized on a straight-line basis over the vesting period based on the market price of Piper Jaffray Companies common stock on the date of grant. Service-based restricted stock grants after January 1, 2006, are valued at the market price of the Company's common stock on the date of grant and amortized on a straight-line basis over the required service period.

Powered by Morningstar® Document Research℠

The majority of the Company's restricted stock grants provide for continued vesting after termination, so long as the employee does not violate certain post-termination restrictions, as set forth in the award agreements or any agreements entered into upon termination. The Company considers the required service period to be the greater of the vesting period or the post-termination restricted period. The Company believes that the post-termination restrictions meet the SFAS 123(R) definition of a substantive service requirement.

Performance-based restricted stock awards granted in 2008 are valued at the market price of the Company's common stock on the date of grant. The restricted shares are amortized on a straight-line basis over the period the Company expects the performance target to be met. The performance condition must be met for the awards to vest and total compensation cost will be recognized only if the performance condition is satisfied. The probability that the performance conditions will be achieved and that the awards will vest is reevaluated each reporting period with changes in actual or estimated outcomes accounted for using a cumulative effect adjustment.

The Company recorded compensation expense, net of estimated forfeitures, within continuing operations of $12.1 million and $7.0 million for the three months ended June 30, 2008 and 2007, respectively, and $21.9 million and $12.4 million for the six months ended June 30, 2008 and 2007, respectively, related to employee stock option and restricted stock grants. The tax benefit related to the total compensation cost for stock-based compensation arrangements totaled $4.6 million and $2.7 million for the three months ended June 30, 2008 and 2007, respectively, and $8.4 million and $4.8 million for the six months ended June 30, 2008 and 2007, respectively.

The fair value of each stock option is estimated on the date of grant using the Black-Scholes option-pricing model, which is based on assumptions such as the risk-free interest rate, the dividend yield, the expected volatility and the expected life of the option. The risk-free interest rate assumption is derived from the U.S. treasury bill rate with a maturity equal to the expected life of the option. The dividend yield assumption is derived from the assumed dividend payout over the expected life of the option. The expected volatility assumption for 2008 grants is derived from a combination of Company historical data and industry comparisons. The Company has only been a publicly traded company since the beginning of 2004; therefore, it does not have sufficient historical data to determine an appropriate expected volatility solely from the Company's own historical data. The expected life assumption is based on an average of the following two factors: 1) industry comparisons; and 2) the guidance provided by the SEC in Staff Accounting Bulletin No. 107, ("SAB 107"). SAB 107 allows the use of an "acceptable" methodology under which the Company can take the midpoint of the vesting date and the full contractual term. The following table provides a summary of the valuation assumptions used by the Company to determine the estimated value of stock option grants in Piper Jaffray Companies common stock for the six months ended June 30:

	2008	2007
Weighted average assumptions in option valuation:		
Risk-free interest rates	**3.03%**	4.68%
Dividend yield	**0.00%**	0.00%
Stock volatility factor	**33.61%**	32.20%
Expected life of options (in years)	**6.00**	6.00
Weighted average fair value of options granted	**$15.73**	$28.57

The following table summarizes the changes in the Company's outstanding stock options for the six months ended June 30, 2008:

	Options Outstanding	**Weighted Average Exercise Price**	**Weighted Average Remaining Contractual Term (Years)**	**Aggregate Intrinsic Value**
December 31, 2007	470,715	$44.99	7.1	$1,988,641
Granted	128,887	41.09		
Exercised	(518)	39.62		
Canceled	(3,388)	42.05		
June 30, 2008	595,696	$44.17	7.1	$ —
Options exercisable at June 30, 2008	404,236	$42.62	6.2	$ 30,165

As of June 30, 2008, there was $2.4 million of total unrecognized compensation cost related to stock options expected to be recognized over a weighted average period of 2.31 years.

Powered by Morningstar® Document Research℠

Cash received from option exercises for the six months ended June 30, 2008 and 2007, was $0.02 million and $2.3 million, respectively. The tax benefit realized for the tax deduction from option exercises totaled $0 and $0.9 million for the six months ended June 30, 2008 and 2007, respectively.

The following table summarizes the changes in the Company's non-vested restricted stock for the six months ended June 30, 2008:

	Non-Vested Restricted Stock	Weighted Average Grant Date Fair Value
December 31, 2007	1,827,969	$51.93
Granted	1,982,625	41.22
Vested	(536,041)	37.73
Canceled	(23,013)	49.91
June 30, 2008	3,251,540	$47.76

As of June 30, 2008, there was $101.9 million of total unrecognized compensation cost related to restricted stock expected to be recognized over a weighted average period of 2.82 years.

The vesting of stock options and restricted stock generally results in windfall tax benefits or shortfalls. A windfall tax benefit is defined as any corporate income tax benefit realized upon exercise or vesting of an award that exceeds amounts previously recognized in earnings. SFAS 123 (R) states that realized windfall tax benefits are credited to additional-paid-in-capital within the consolidated statement of financial condition. Realized shortfall tax benefits (amounts which are less than that previously recognized in earnings) are first offset against the cumulative balance of windfall tax benefits, if any, and then charged directly to income tax expense. As of June 30, 2008 we had a cumulative windfall tax benefit recorded within additional paid-in capital of $2.9 million.

Note 17 *Geographic Areas*

The following table presents net revenues and long-lived assets by geographic region:

(Dollars in thousands)	Three Months Ended June 30, 2008	Three Months Ended June 30, 2007	Six Months Ended June 30, 2008	Six Months Ended June 30, 2007
Net revenues:				
United States	**$ 82,374**	$ 108,775	**$ 165,608**	$ 221,559
Europe	**9,173**	6,177	**14,972**	24,821
Asia	**3,358**	7,624	**10,056**	13,146
Consolidated	**$ 94,905**	$ 122,576	**$ 190,636**	$ 259,526

(Dollars in thousands)	June 30, 2008	December 31, 2007
Long-lived assets:		
United States	**$ 339,678**	$ 347,885
Europe	**2,511**	2,909
Asia	**20,705**	20,080
Consolidated	**$ 362,894**	$ 370,874

Note 18 *Net Capital Requirements and Other Regulatory Matters*

Piper Jaffray is registered as a securities broker dealer and is a member of various self-regulatory organizations ("SROs") and securities exchanges. In July of 2007, the National Association of Securities Dealers, Inc. ("NASD") and the member regulation, enforcement and arbitration functions of the New York Stock Exchange ("NYSE") consolidated to form FINRA, which now serves as the Company's primary SRO. Piper Jaffray is subject to the uniform net capital rule of the SEC and the net capital rule of FINRA. Piper Jaffray has elected to use the alternative method permitted by the SEC rule, which requires that it maintain minimum net capital of the greater of $1.0 million or 2 percent of aggregate debit balances arising from customer transactions, as such term is defined in the SEC rule. Under the FINRA rule, FINRA may prohibit a member firm from expanding its business or paying dividends if resulting net capital would be less than 5 percent of aggregate debit balances. Advances to affiliates, repayment of subordinated debt, dividend payments and other equity withdrawals by Piper Jaffray are subject to certain notification and other provisions of the SEC and FINRA rules. In addition, Piper Jaffray is subject to certain notification requirements related to withdrawals of excess net capital.

 Powered by Morningstar® Document Research℠

At June 30, 2008, net capital calculated under the SEC rule was $246.2 million, and exceeded the minimum net capital required under the SEC rule by $244.3 million.

Although Piper Jaffray operates with a level of net capital substantially greater than the minimum thresholds established by FINRA and the SEC, a substantial reduction of our capital would curtail many of our revenue producing activities.

Piper Jaffray Ltd., which is a registered United Kingdom broker dealer, is subject to the capital requirements of the U.K. Financial Services Authority (“FSA”). As of June 30, 2008, Piper Jaffray Ltd. was in compliance with the capital requirements of the FSA.

Piper Jaffray Asia Holdings Limited operates four entities licensed by the Hong Kong Securities and Futures Commission, which are subject to the liquid capital requirements of the Securities and Futures (Financial Resources) Rules promulgated under the Securities and Futures Ordinance. As of June 30, 2008, Piper Jaffray Asia regulated entities were in compliance with the liquid capital requirements of the Hong Kong Securities and Futures Ordinance.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following information should be read in conjunction with the accompanying consolidated financial statements and related notes and exhibits included elsewhere in this report. Certain statements in this report may be considered forward-looking. Statements that are not historical or current facts, including statements about beliefs and expectations, are forward-looking statements. These forward looking statements include, among other things, statements other than historical information or statements of current condition and may relate to our future plans and objectives and results, and also may include our belief regarding the effect of various legal proceedings, as set forth under "Legal Proceedings" in Part I, Item 3 of our Annual Report on Form 10-K for the year ended December 31, 2007 and in our subsequent reports filed with the SEC. Forward-looking statements involve inherent risks and uncertainties, and important factors could cause actual results to differ materially from those anticipated, including those factors discussed below under "External Factors Impacting Our Business" as well as the factors identified under "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2007, as updated in our subsequent reports filed with the SEC. These reports are available at our web site at www.piperjaffray.com and at the SEC web site at www.sec.gov. Forward-looking statements speak only as of the date they are made, and we undertake no obligation to update them in light of new information or future events.

Executive Overview

Our business principally consists of providing investment banking, institutional brokerage, asset management and related financial services to middle-market companies, private equity groups, public entities, non-profit entities and institutional investors in the United States, Europe and Asia. We generate revenues primarily through the receipt of advisory and financing fees earned on investment banking activities, commissions and sales credits earned on equity and fixed income institutional sales and trading activities, net interest earned on securities inventories, profits and losses from trading activities related to these securities inventories and asset management fees.

The securities business is a human capital business. Accordingly, compensation and benefits comprise the largest component of our expenses, and our performance is dependent upon our ability to attract, develop and retain highly skilled employees who are motivated and committed to providing the highest quality of service and guidance to our clients.

In 2007, we completed two acquisitions that expanded our asset management and capital markets businesses. On September 14, 2007, we acquired Fiduciary Asset Management, LLC ("FAMCO"), a St. Louis-based asset management firm. On October 2, 2007, we acquired Goldbond Capital Holdings Limited ("Goldbond"), a Hong Kong-based investment bank. The acquisitions resulted in incremental revenues and expenses in the first two quarters of 2008, when compared with the comparable periods in 2007.

While we plan to continue our focus on revenue growth through expansion of our capital markets and asset management businesses, we remain realistic about the challenging market environment and are carefully evaluating opportunities as they arise. Within our capital markets business, our efforts will be focused on growing our sector expertise, product depth and geographic reach. We expect that future growth from both our businesses will come from a combination of organic growth and acquisitions. In addition, we have begun to use our own capital to a greater extent by engaging in principal activities that leverage our expertise and we intend to increase the amount of capital we have committed to principal activities as opportunities arise. These activities include, among other things, proprietary positions in equity and debt securities of public and private companies, arbitrage trading strategies, proprietary derivative trading and private equity funds. We may also add capital to facilitate these growth initiatives. All of these growth initiatives will require investments in personnel and other expenses, which may have a short-term negative impact on our profitability as it may take time to develop meaningful revenues from them.

RESULTS FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2008

Net revenues from continuing operations for the three months ended June 30, 2008 were $94.9 million, a decline of 22.6 percent compared with the prior-year period. For the three months ended June 30, 2008, we recorded a net loss from continuing operations of $5.1 million, or $0.32 per share, compared to net income of $10.4 million, or $0.58 per diluted share, for the corresponding period in 2007. For the three months ended June 30, 2008, our net loss, including continuing and discontinued operations, was $3.6 million, or $0.23 per share, compared to net income of $9.3 million, or $0.52 per diluted share, for the prior-year period.

For the six months ended June 30, 2008, net revenues from continuing operations were $190.6 million, a decline of 26.5 percent compared with the prior-year period. For the six months ended June 30, 2008, net loss from continuing operations totaled $8.5 million, or $0.53 per share, compared to net income of $25.1 million, or $1.40 per diluted share, for the first half of 2007. Net loss, including continuing and discontinued

Powered by Morningstar® Document Research℠

operations, for the six months ended June 30, 2008, was $7.1 million, or $0.44 per share, compared to net income of $22.7 million, or $1.27 per diluted share, for the prior-year period.

Challenging market conditions, particularly within the equity capital markets, continued to negatively impact performance in the second quarter of 2008. In the first half of 2008, just 39 IPOs were completed industry-wide, and only seven of those IPOs were small cap growth companies. Our sales and trading businesses recorded increased revenues in the second quarter of 2008 partially mitigating the significantly reduced investment banking revenues.

EXTERNAL FACTORS IMPACTING OUR BUSINESS

Performance in the financial services industry in which we operate is highly correlated to the overall strength of economic conditions and financial market activity. Overall market conditions are a product of many factors, which are beyond our control and mostly unpredictable. These factors may affect the financial decisions made by investors, including their level of participation in the financial markets. In turn, these decisions may affect our business results. With respect to financial market activity, our profitability is sensitive to a variety of factors, including the demand for investment banking services as reflected by the number and size of equity and debt financings and merger and acquisition transactions, the volatility of the equity and fixed income markets, the level and shape of various yield curves, the volume and value of trading in securities, and the demand for asset management services as reflected by the amount of assets under management.

Factors that differentiate our business within the financial services industry also may affect our financial results. For example, our business focuses on specific industry sectors. These sectors may experience growth or downturns independently of general economic and market conditions, or may face market conditions that are disproportionately better or worse than those impacting the economy and markets generally. In either case, our business could be affected differently than overall market trends. Given the variability of the capital markets and securities businesses, our earnings may fluctuate significantly from period to period, and results for any individual period should not be considered indicative of future results.

OUTLOOK FOR THE REMAINDER OF 2008

Market conditions in the first half of 2008 were very difficult as we experienced significantly reduced equity financing opportunities and a difficult market for our high yield and structured products business. Further, the municipal credit markets were under particular stress in the first quarter of 2008, however, we believe the turmoil in the municipal credit markets has largely abated. Weak economic indicators, recession fears and continued turmoil in the credit markets have caused significant market uncertainty and increased volatility. We anticipate these challenging market conditions to persist through the remainder of 2008. Specifically, we anticipate that equity financing activity will remain depressed through the remainder of 2008, and we do not see improvement in the high yield market in the near term. Continued challenging market conditions will likely have an adverse impact on our overall results of operations.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Results of Operations

FINANCIAL SUMMARY

The following table provides a summary of the results of our operations and the results of our operations as a percentage of net revenues for the periods indicated.

	For the Three Months Ended June 30,			As a Percentage of Net Revenues For the Three Months Ended June 30,	
(Dollars in thousands)	**2008**	2007	2008 v2007	**2008**	2007
Revenues:					
Investment banking	**$ 32,184**	$ 74,872	(57.0)%	**33.9%**	61.0%
Institutional brokerage	**51,196**	38,597	32.6	**54.0**	31.5
Interest	**13,114**	13,816	(5.1)	**13.8**	11.3
Asset management	**4,697**	72	N/M	**4.9**	0.1
Other loss	**(460)**	(364)	26.4	**(0.5)**	(0.3)
Total revenues	**100,731**	126,993	(20.7)	**106.1**	103.6
Interest expense	**5,826**	4,417	31.9	**6.1**	3.6
Net revenues	**94,905**	122,576	(22.6)	**100.0**	100.0
Non-interest expenses:					
Compensation and benefits	**65,885**	71,707	(8.1)	**69.4**	58.5
Occupancy and equipment	**8,133**	8,849	(8.1)	**8.6**	7.2
Communications	**5,869**	5,997	(2.1)	**6.2**	4.9
Floor brokerage and clearance	**3,899**	4,176	(6.6)	**4.1**	3.4
Marketing and business development	**7,381**	6,380	15.7	**7.8**	5.2
Outside services	**11,431**	9,122	25.3	**12.0**	7.4
Other operating expenses	**6,603**	1,194	N/M	**7.0**	1.0
Total non-interest expenses	**109,201**	107,425	1.7%	**115.1**	87.6
Income/(loss) from continuing operations before income tax expense/(benefit)	**(14,296)**	15,151	N/M	**(15.1)**	12.4
Income tax expense/(benefit)	**(9,223)**	4,774	N/M	**N/M**	3.9
Net income/(loss) from continuing operations	**(5,073)**	10,377	N/M	**(5.3)**	8.5
Discontinued operations:					
Income/(loss) from discontinued operations, net of tax	**1,439**	(1,051)	N/M	**1.5**	(0.9)
Net income/(loss)	**$ (3,634)**	$ 9,326	N/M	**(3.8)%**	7.6%

N/M — Not meaningful

For the three months ended June 30, 2008, we recorded a net loss, including continuing and discontinued operations, of $3.6 million. Net revenues from continuing operations for the second quarter of 2008, were $94.9 million, a decrease of 22.6 percent from the year-ago period. For the three months ended June 30, 2008, investment banking revenues decreased 57.0 percent to $32.2 million, compared with revenues of $74.9 million in the prior-year period. The decline in investment banking revenues was primarily driven by significantly lower equity financing activity. For the three months ended June 30, 2008, institutional brokerage revenues increased 32.6 percent to $51.2 million, compared with $38.6 million in the corresponding period in the prior year, due to higher U.S. equity and higher municipal revenues, offset in part by lower

 Powered by Morningstar® Document Research℠

Powered by Morningstar® Document Research℠

high-yield and structured product revenue. In the second quarter of 2008, net interest income decreased 22.5 percent over the year-ago period to $7.3 million due to increased borrowing levels in 2008. For the three months ended June 30, 2008, asset management fees were $4.7 million. In the second quarter of 2008, other income decreased slightly to a loss of $0.5 million, compared with a loss of $0.4 million in the prior-year period. Non-interest expenses increased to $109.2 million for the three months ended June 30, 2008, from $107.4 million in the corresponding period in the prior year, primarily as a result of increased litigation-related expenses, higher travel and legal fee expenses associated with deals that were not completed and additional expenses from our acquisitions of FAMCO and Goldbond completed in late 2007. This increase was offset in part by a decline in compensation expense.

CONSOLIDATED NON-INTEREST EXPENSES

Compensation and Benefits - Compensation and benefits expenses, which are the largest component of our expenses, include salaries, bonuses, commissions, benefits, amortization of stock-based compensation, employment taxes and other employee costs. A substantial portion of compensation expense is comprised of variable incentive arrangements, including discretionary bonuses, the amount of which fluctuates in proportion to the level of business activity, increasing with higher revenues and operating profits. Other compensation costs, primarily base salaries, stock-based compensation amortization and benefits, are more fixed in nature. The timing of bonus payments, which generally occur in February, have a greater impact on our cash position and liquidity, than is reflected in our statements of operations.

For the three months ended June 30, 2008, compensation and benefits expenses decreased 8.1 percent to $65.9 million, from $71.7 million in the corresponding period in 2007, due to decreased variable compensation costs resulting from lower revenues. This decline was offset in part by additional expense from the acquisitions of FAMCO and Goldbond in September and October of 2007, respectively, and $2.8 million of severance costs recorded in the second quarter of 2008. Compensation and benefits expenses as a percentage of net revenues increased to 69.4 percent for the second quarter of 2008, compared with 58.5 percent for the second quarter of 2007. The increased compensation and benefits ratio was attributable to the severance charge and higher fixed compensation costs over a lower revenue base. We expect that upward pressure on our compensation to revenue ratio will continue through 2008.

Occupancy and Equipment - In the second quarter of 2008, occupancy and equipment expenses were $8.1 million, compared with $8.8 million for the corresponding period in 2007. The decrease was attributable to $0.9 million of occupancy expenses incurred in the second quarter of 2007 to relocate office space in New York City, offset in part by additional occupancy expenses from our acquisitions of FAMCO and Goldbond in late 2007.

Communications - Communication expenses include costs for telecommunication and data communication, primarily consisting of expense for obtaining third-party market data information. For the three months ended June 30, 2008, communication expenses were $5.9 million, compared with $6.0 million for the prior-year period.

Floor Brokerage and Clearance - For the three months ended June 30, 2008, floor brokerage and clearance expenses were $3.9 million, compared with $4.2 million for the three months ended June 30, 2007. In the second quarter of 2008, we incurred lower expenses associated with accessing electronic communication networks.

Marketing and Business Development - Marketing and business development expenses include travel and entertainment and promotional and advertising costs. In the second quarter of 2008, marketing and business development expenses were $7.4 million, compared with $6.4 million in the prior year period, an increase of 15.7 percent. In the second quarter of 2008, we experienced a greater number of deals that were not completed because of the challenging market conditions than is typical, which resulted in the write-off of certain travel expenses associated with those deals.

Outside Services - Outside services expenses include securities processing expenses, outsourced technology functions, outside legal fees and other professional fees. Outside services expenses increased 25.3 percent to $11.4 million in the second quarter of 2008, compared with $9.1 million for the prior-year period. This increase was due to the write-off of certain legal fees associated with deals that were not completed due to the challenging market conditions and fees incurred to secure the revolving credit facility that we entered into in the first quarter of 2008, offset in part by a decline in consultancy costs. In the second quarter of 2007, we incurred consultant costs associated with the implementation of our back-office system.

Other Operating Expenses - Other operating expenses include insurance costs, license and registration fees, expenses related to our charitable giving program, amortization of intangible assets and litigation-related expenses, which consist of the amounts we reserve and/or pay out related to legal and regulatory matters. In the second quarter of 2008, other operating expenses increased to $6.6 million, compared with $1.2 million in the second quarter of 2007. This increase was primarily due to a $2.9 million in litigation-related expenses from a trading-related matter that was partially resolved during the second quarter of 2008. Part of this litigation in which we are a plaintiff, remains pending, and any benefit we may realize will occur in a future period. In addition, in the second quarter of 2008, we incurred increased intangible asset amortization expense as a result of the FAMCO acquisition.

Powered by Morningstar® Document Research℠

Income Taxes - For the three months ended June 30, 2008, our provision for income taxes from continuing operations was a benefit of $9.2 million, equating to an effective tax rate of 64.5 percent. For the three months ended June 30, 2007, income taxes from continuing operations were $4.8 million, equating to an effective tax rate of 31.5 percent. The 64.5 percent effective tax rate for the second quarter of 2008 was driven by the large amount of tax-exempt municipal interest income and operating losses.

NET REVENUES FROM CONTINUING OPERATIONS (DETAIL)

	For the Three Months Ended June 30,		
(Dollars in thousands)	**2008**	2007	2008 v2007
Net revenues:			
Investment banking			
Financing			
Equities	**$ 8,705**	$ 40,075	(78.3)%
Debt	**15,297**	25,194	(39.3)
Advisory services	**11,256**	11,706	(3.8)
Total investment banking	**35,258**	76,975	(54.2)
Institutional sales and trading			
Equities	**35,345**	28,735	23.0
Fixed income	**20,804**	17,116	21.5
Total institutional sales and trading	**56,149**	45,851	22.5
Asset management	**4,697**	72	N/M
Other loss	**(1,199)**	(322)	272.4
Total net revenues	**$ 94,905**	$ 122,576	(22.6)%

N/M — Not meaningful

Investment banking revenues comprise all the revenues generated through financing and advisory services activities including derivative activities that relate to debt financing. To assess the profitability of investment banking, we aggregate investment banking fees with the net interest income or expense associated with these activities.

For the three months ended June 30, 2008, investment banking revenues decreased 54.2 percent to $35.3 million, compared with $77.0 million in the corresponding period in the prior year due to challenging market conditions, especially within the equity capital markets. Equity financing revenues decreased 78.3 percent to $8.7 million in the second quarter of 2008 due to significantly lower equity financing activity. The equity capital markets were essentially on hold, particularly within our primary industry sectors. During the second quarter of 2008, we completed nine equity financings during the second quarter of 2008, raising $1.5 billion in capital for our clients. We acted as book runner on two of the nine equity financings. In the second quarter of 2007, we completed 37 equity financings raising $4.5 billion in capital for our clients, and acted as book runner on seven of these financings. Fixed income financing revenues in the second quarter of 2008 decreased 39.3 percent from the prior-year period to $15.3 million, primarily due to a lower average spread on completed public finance transactions resulting from a change in business mix. A portion of the fixed income financings completed in the second quarter of 2008 related to transactions to restructure existing debt, which generally have a lower spread. During the second quarter of 2008, we underwrote 97 tax-exempt issues with a par value of $2.5 billion, compared with 138 tax-exempt issues with a par value of $2.2 billion in the prior-year period. Advisory services revenues were $11.3 million in the second quarter of 2008, essentially flat compared with the corresponding period in the prior year.

Institutional sales and trading revenues comprise all the revenues generated through trading activities, which consist primarily of facilitating customer trades. To assess the profitability of institutional sales and trading activities, we aggregate institutional brokerage revenues with the net interest income or expense associated with financing, economically hedging and holding long or short inventory positions. Our results in this area may vary from quarter to quarter as a result of changes in trading margins, trading gains and losses, net interest spreads, trading volumes and the timing of transactions based on market opportunities.

For the three months ended June 30, 2008, institutional sales and trading revenues increased 22.5 percent to $56.1 million, compared with $45.9 million for the three months ended June 30, 2007. Equity institutional sales and trading revenues increased 23.0 percent to $35.3 million in the second quarter of 2008, compared with $28.7 million in the prior-year period. This increase is due to higher revenues from U.S.

 Powered by Morningstar® Document Research℠

equities as a result of higher volumes and proprietary trading strategies, lower trading loss ratios, and incremental revenues from Hong Kong equities, offset slightly by lower revenues from European equities. In the second quarter of 2008, fixed income institutional sales and trading revenues increased 21.5 percent to $20.8 million, compared with the second quarter of 2007, due to increased municipal revenues, offset in part by lower high yield and structured products revenues. During the second quarter of 2008, we were able to capture short-term trading opportunities presented by dislocation in the municipal markets. Market conditions for high yield corporate bonds and structured products continued to be difficult in the second quarter of 2008.

For the second quarter of 2008, asset management fees were $4.7 million due primarily to the business of FAMCO, which we acquired in September 2007. Asset management fees also include management fees from our private equity funds.

Other loss includes gains and losses from our investments in private equity and venture capital funds as well as other firm investments. Other loss also includes interest expense not allocated to specific product areas. In the second quarter of 2008, we recorded a loss of $1.2 million, compared with a loss of $0.3 million in second quarter of 2007. The increased loss in the second quarter of 2008 was a result of higher interest expense resulting from increased financing requirements in the second quarter of 2008, as a result of cash disbursements made in late 2007 for stock repurchases and the acquisitions of FAMCO and Goldbond.

DISCONTINUED OPERATIONS

Discontinued operations include the resolution of certain legal matters and revisions to restructuring estimates related to our Private Client Services ("PCS") business, which we sold to UBS on August 11, 2006.

In the second quarter of 2008, discontinued operations recorded net income of $1.4 million, which primarily related to a PCS litigation settlement. A net loss of $1.1 million was recorded in the second quarter of 2007 which included costs related to decommissioning a retail-oriented back-office system, PCS litigation-related expenses and restructuring charges.

 Powered by Morningstar® Document Research℠

Table of Contents

FINANCIAL SUMMARY FOR THE SIX MONTHS ENDED JUNE 30, 2008 AND JUNE 30, 2007

The following table provides a summary of the results of our operations and the results of our operations as a percentage of net revenues for the periods indicated.

	For the Six Months Ended June 30,			As a Percentage of Net Revenues For the Six Months Ended June 30,	
(Dollars in thousands)	**2008**	2007	2008 v2007	**2008**	2007
Revenues:					
Investment banking	**$ 87,449**	$ 158,605	(44.9)%	**45.9**%	61.1%
Institutional brokerage	**81,008**	80,291	0.9	**42.6**	31.0
Interest	**28,273**	31,226	(9.5)	**14.8**	12.0
Asset management	**8,670**	199	N/M	**4.5**	0.1
Other income/(loss)	**(2,060)**	324	N/M	**(1.1)**	0.1
Total revenues	**203,340**	270,645	(24.9)	**106.7**	104.3
Interest expense	**12,704**	11,119	14.3	**6.7**	4.3
Net revenues	**190,636**	259,526	(26.5)	**100.0**	100.0
Non-interest expenses:					
Compensation and benefits	**131,136**	151,823	(13.6)	**68.8**	58.5
Occupancy and equipment	**16,243**	16,571	(2.0)	**8.4**	6.4
Communications	**12,608**	12,256	2.9	**6.6**	4.7
Floor brokerage and clearance	**6,553**	7,691	(14.8)	**3.4**	3.0
Marketing and business development	**13,477**	12,061	11.7	**7.1**	4.7
Outside services	**20,248**	16,439	23.2	**10.6**	6.3
Other operating expenses	**9,077**	4,950	83.4	**4.8**	1.9
Total non-interest expenses	**209,342**	221,791	(5.6)%	**109.8**	85.5
Income/(loss) from continuing operations before income tax expense/(benefit)	**(18,706)**	37,735	N/M	**(9.8)**	14.5
Income tax expense/(benefit)	**(10,196)**	12,636	N/M	**N/M**	4.9
Net income/(loss) from continuing operations	**(8,510)**	25,099	N/M	**(4.5)**	9.7
Discontinued operations:					
Income/(loss) from discontinued operations, net of tax	**1,439**	(2,355)	N/M	**0.8**	(0.9)
Net income/(loss)	**$ (7,071)**	$ 22,744	N/M	**(3.7)**%	8.8%

N/M — Not meaningful

Except as discussed below, the description of non-interest expenses from continuing operations, net revenues from continuing operations and discontinued operations as well as the underlying reasons for variances to prior year are substantially the same as the comparative quarterly discussion, and the statements in the foregoing discussion also apply.

For the six months ended June 30, 2008, net loss, which includes both continuing and discontinued operations, totaled $7.1 million. Net revenues from continuing operations were $190.6 million for the six months ended June 30, 2008, a decrease of 26.5 percent from the year-ago period. For the six months ended June 30, 2008, investment banking revenues decreased 44.9 percent to $87.4 million, compared with revenues of $158.6 million in the prior-year period due primarily to a decline in equity financing revenues. Institutional brokerage revenues were essentially flat at $81.0 million, compared with the prior-year period. Net interest income for the first six months of 2008 decreased to $15.6 million, down from $20.1 million for the first six months of 2007, due to increased

financing requirements in the first half of 2008 as a result of cash disbursements in late 2007 for stock buybacks and the purchases of FAMCO and Goldbond. For the six months ended June 30,

---

Powered by Morningstar® Document Research℠

2008, asset management fees were $8.7 million, primarily as a result of the FAMCO acquisition completed in September 2007. Other income for the six months ended June 30, 2008, was a loss of $2.1 million, compared with income of $0.3 million for the corresponding period in the prior year, as a result of losses recorded on our principal investments. Non-interest expenses decreased to $209.3 million for the six months ended June 30, 2008, from $221.8 million in the corresponding period in the prior year, primarily as a result of decreased compensation and benefits expenses due to lower revenues, offset in part by higher litigation-related expenses, and increased deal write-off expenses related to busted deals.

NET REVENUES FROM CONTINUING OPERATIONS (DETAIL)

(Dollars in thousands)	For the Six Months Ended June 30, **2008**	2007	2008 v2007
Net revenues:			
Investment banking			
Financing			
Equities	**$ 25,223**	$ 80,785	(68.8)%
Debt	**34,667**	45,163	(23.2)
Advisory services	**36,581**	36,582	(0.0)
Total investment banking	**96,471**	162,530	(40.6)
Institutional sales and trading			
Equities	**66,525**	59,857	11.1
Fixed income	**23,143**	36,285	(36.2)
Total institutional sales and trading	**89,668**	96,142	(6.7)
Asset management	**8,670**	199	N/M
Other income/(loss)	**(4,173)**	655	N/M
Total net revenues	**$ 190,636**	$ 259,526	(26.5)%

N/M — Not meaningful

For the six months ended June 30, 2008, investment banking revenues decreased 40.6 percent to $96.5 million, compared with $162.5 million in the prior-year period. Equity financing revenues were $25.2 million, a decrease of 68.8 percent, which was due to a significant decline in equity underwriting activity. In the first half of 2008, only 39 initial public offerings were completed industry-wide, the lowest number since the first half of 2003. Of the 39 initial public offerings, only seven were completed in the small cap growth markets. During the six months ended June 30, 2008, we completed 24 equity financings, raising $3.7 billion in capital excluding the $19.7 billion of capital raised from the VISA initial public offering, on which we were a co-lead manager, compared with 63 equity offerings, raising $8.1 billion in capital, during the six months ended June 30, 2007. For the six months ended June 30, 2008, debt financing revenues declined 23.2 percent to $34.7 million, due primarily to a lower spread on completed public finance transactions. We were the underwriter of 172 public finance issues with a par value of $4.2 billion in the first six months of 2008, compared with 232 public finance issues with a par value of $3.8 billion in the prior-year period. Advisory services revenues were flat at $36.6 million for the nine months ended June 30, 2008.

For the six months ended June 30, 2008, institutional sales and trading revenues declined 6.7 percent to $89.7 million, compared with the prior-year period. Equity institutional sales and trading revenue increased 11.1 percent to $66.5 million in the first half of 2008, compared with $59.9 million in the first half of 2007. Revenues from U.S. equities increased and incremental revenues from Hong Kong equities were offset in part by lower European equities revenues. Fixed income institutional sales and trading revenues decreased 36.2 percent to $23.1 million for the six months ended June 30, 2008, compared with the corresponding period in 2007 due to a net loss in high yield and structured products driven by lower commissions and trading losses. Market conditions for high yield corporate bonds and structured products were difficult in the first half of 2008. We have liquidated certain of our inventories in high yield and structured products to reduce our exposure in this business.

For the six months ended June 30, 2008, other income/(loss) recorded a loss of $4.2 million, compared with income of $0.7 million in the corresponding period in 2007. The loss in the first half of 2008 was a result of losses recorded on our principal investments and higher interest expense resulting from increased financing requirements.

 Powered by Morningstar® Document Research℠

DISCONTINUED OPERATIONS

For the six months ended June 30, 2008, discontinued operations recorded net income of $1.4 million. The underlying reasons for income recorded to discontinued operations for the six months ended June 30, 2008 are the same as those described in the discussion for the three months ended June 30, 2008.

Recent Accounting Pronouncements

Recent accounting pronouncements are set forth in Note 3 to our unaudited consolidated financial statements and are incorporated herein by reference.

Critical Accounting Policies

Our accounting and reporting policies comply with generally accepted accounting principles ("GAAP") and conform to practices within the securities industry. The preparation of financial statements in compliance with GAAP and industry practices requires us to make estimates and assumptions that could materially affect amounts reported in our consolidated financial statements. Critical accounting policies are those policies that we believe to be the most important to the portrayal of our financial condition and results of operations and that require us to make estimates that are difficult, subjective or complex. Most accounting policies are not considered by us to be critical accounting policies. Several factors are considered in determining whether or not a policy is critical, including whether the estimates are significant to the consolidated financial statements taken as a whole, the nature of the estimates, the ability to readily validate the estimates with other information (e.g. third-party or independent sources), the sensitivity of the estimates to changes in economic conditions and whether alternative accounting methods may be used under GAAP.

For a full description of our significant accounting policies, see Note 2 to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2007. We believe that of our significant accounting policies, the following are our critical accounting policies.

VALUATION OF FINANCIAL INSTRUMENTS

Financial instruments and other inventory positions owned, financial instruments and other inventory positions owned and pledged as collateral, and financial instruments and other inventory positions sold, but not yet purchased, on our consolidated statements of financial condition are recorded at fair value. Unrealized gains and losses related to these financial instruments are reflected on our consolidated statements of operations.

We adopted Statement of Financial Accounting Standards No. 157, "Fair Value Measurements" ("SFAS 157") in the first quarter of 2008. SFAS 157 defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements.

SFAS 157 defines "fair value" as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, or an exit price. The degree of judgment used in measuring the fair value of financial instruments generally correlates to the level of pricing observability. Financial instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices in active markets generally have more pricing observability and less judgment used in measuring fair value. Conversely, financial instruments rarely traded or not quoted have less observability and are measured at fair value using valuation models that require more judgment. Pricing observability is impacted by a number of factors, including the type of financial instrument, whether the financial instrument is new to the market and not yet established, the characteristics specific to the transaction and overall market conditions generally.

When available, we use observable market prices, observable market parameters, or broker or dealer prices (bid and ask prices) to derive the fair value of financial instruments. In the case of financial instruments transacted on recognized exchanges, the observable market prices represent quotations for completed transactions from the exchange on which the financial instrument is principally traded.

A substantial percentage of the fair value of our financial instruments and other inventory positions owned, financial instruments and other inventory positions owned and pledged as collateral, and financial instruments and other inventory positions sold, but not yet purchased, are based on observable market prices, observable market parameters, or derived from broker or dealer prices. The availability of observable market prices and pricing parameters can vary from product to product. Where available, observable market prices and pricing or market parameters in a product may be used to derive a price without requiring significant judgment. In certain markets, observable market prices or market parameters are not available for all products, and fair value is determined using techniques appropriate for each particular product. These techniques involve some degree of judgment.

 Powered by Morningstar® Document Research℠

For investments in illiquid or privately held securities that do not have readily determinable fair values, the determination of fair value requires us to estimate the value of the securities using the best information available. Among the factors considered by us in determining the fair value of such financial instruments are the cost, terms and liquidity of the investment, the financial condition and operating results of the issuer, the quoted market price of publicly traded securities with similar quality and yield, and other factors generally pertinent to the valuation of investments. In instances where a security is subject to transfer restrictions, the value of the security is based primarily on the quoted price of a similar security without restriction but may be reduced by an amount estimated to reflect such restrictions. In addition, even where the value of a security is derived from an independent source, certain assumptions may be required to determine the security's fair value. For instance, we assume that the size of positions in securities that we hold would not be large enough to affect the quoted price of the securities if we sell them, and that any such sale would happen in an orderly manner. The actual value realized upon disposition could be different from the currently estimated fair value.

Fair values for derivative contracts represent amounts estimated to be received from or paid to a third party in settlement of these instruments. These derivatives are valued using quoted market prices when available or pricing models based on the net present value of estimated future cash flows. Management deems the net present value of estimated future cash flows model to provide the best estimate of fair value as most of our derivative products are interest rate products. The valuation models used require inputs including contractual terms, market prices, yield curves, credit curves and measures of volatility. The valuation models are monitored over the life of the derivative product. If there are any changes in the underlying inputs, the model is updated for those new inputs.

We have categorized our financial instruments measured at fair value into a three-level classification in accordance with SFAS 157. Fair value measurements of financial instruments that use quoted prices in active markets for identical assets or liabilities are generally categorized as Level I, and fair value measurements of financial instruments that have no direct observable levels are generally categorized as Level III. The lowest level input that is significant to the fair value measurement of a financial instrument is used to categorize the instrument and reflects the judgment of management. Financial assets and liabilities presented as fair value in our consolidated statements of financial condition generally are categorized as follows:

Level I — Quoted prices (unadjusted) are available in active markets for identical assets or liabilities as of the report date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market. The type of financial instruments included in Level 1 are highly liquid instruments with quoted prices such as certain U.S. treasury bonds and U.S. government agency securities, certain firm investments and equities listed in active markets.

Level II — Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the report date. The nature of these financial instruments include instruments for which quoted prices are available but traded less frequently, derivative instruments whose fair value have been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data, and instruments that are fair valued using other financial instruments, the parameters of which can be directly observed. Instruments which are generally included in this category are certain U.S. treasury bonds and U.S. government agency securities, corporate bonds, certain municipal bonds, certain asset-backed securities and derivatives.

Level III — Instruments that have little to no pricing observability as of the report date. These financial instruments do not have two-way markets and are measured using management's best estimate of fair value, where the inputs into the determination of fair value require significant management judgment or estimation. Instruments included in this category generally include auction rate municipal securities, certain firm investments, certain asset-backed securities, residual interests in securitizations and certain convertible securities.

At June 30, 2008, Level III assets were $189.2 million. During the second quarter of 2008, we recorded net sales of $159.5 million of Level III assets. This reduction was primarily a result of auction-rate securities being restructured into something more market-acceptable increasing the salability of these securities. Our valuation adjustments (realized and unrealized) decreased Level III assets by $4.4 million. Additionally, there was $29.9 million of net transfers into the Level III category in the second quarter 2008 related to certain asset-backed securities.

At June 30, 2008, Level III assets included the following: $85.0 million of auction rate municipal securities, $47.4 million of private equity and principal investments, $42.8 million of asset-backed securities, $11.5 million of residual interests in securitizations related to our tender option bond program and $2.4 million of convertible securities.

At the end of the second quarter of 2008, Level III liabilities were $6.2 million. During the second quarter of 2008, there was $2.0 million of net transfers into the Level III category.

 Powered by Morningstar® Document Research℠

At June 30, 2008, Level III liabilities included $1.9 million of asset-backed short securities and $4.3 million of private equity and principal investments.

GOODWILL AND INTANGIBLE ASSETS

We record all assets and liabilities acquired in purchase acquisitions, including goodwill and other intangible assets, at fair value as required by Statement of Financial Accounting Standards No. 141, “Business Combinations.” Determining the fair value of assets and liabilities acquired requires certain management estimates. In 2007, we recorded $34.1 million of goodwill and $18.0 million of identifiable intangible assets related to the acquisition of FAMCO and recorded $19.2 million of goodwill related to the acquisition of Goldbond. At June 30, 2008, we had goodwill of $284.8 million. Of this goodwill balance, $220.0 million is a result of the 1998 acquisition of our predecessor, Piper Jaffray Companies Inc., and its subsidiaries by U.S. Bancorp.

Under Statement of Financial Accounting Standards No. 142, “Goodwill and Other Intangible Assets,” we are required to perform impairment tests of our goodwill and indefinite-lived intangible assets annually and more frequently in certain circumstances. We have elected to test for goodwill impairment in the fourth quarter of each calendar year. The goodwill impairment test is a two-step process, which requires management to make judgments in determining what assumptions to use in the calculation. The first step of the process estimates the fair value of our two operating segments based on the following factors: a discounted cash flow model using revenue and profit forecasts, our market capitalization, public market comparables and multiples of recent mergers and acquisitions of similar businesses. Valuation multiples may be based on revenues, price-to-earnings and tangible capital ratios of comparable public companies and business segments. These multiples may be adjusted to consider competitive differences including size, operating leverage and other factors. The estimated fair values of our operating segments are compared with their carrying values, which includes the allocated goodwill. If the estimated fair value is less than the carrying values, a second step is performed to compute the amount of the impairment by determining an “implied fair value” of goodwill. The determination of a reporting unit’s “implied fair value” of goodwill requires us to allocate the estimated fair value of the reporting unit to the assets and liabilities of the reporting unit. Any unallocated fair value represents the “implied fair value” of goodwill, which is compared to its corresponding carrying value. We completed our last goodwill impairment test as of November 30, 2007, and no impairment was identified.

As noted above, the initial recognition of goodwill and other intangible assets and the subsequent impairment analysis requires management to make subjective judgments concerning estimates of how the acquired assets or businesses will perform in the future using valuation methods including discounted cash flow analysis. Events and factors that may significantly affect the estimates include, among others, competitive forces and changes in revenue growth trends, cost structures, technology, discount rates and market conditions. In addition, estimated cash flows may extend beyond ten years and, by their nature, are difficult to determine over an extended time period. To assess the reasonableness of cash flow estimates and validate assumptions used in our estimates, we review historical performance of the underlying assets or similar assets. In assessing the fair value of our operating segments, the volatile nature of the securities markets and our industry requires us to consider the business and market cycle and assess the stage of the cycle in estimating the timing and extent of future cash flows. If during any future period it is determined that impairment exists, the results of operations in that period could be materially adversely affected.

STOCK-BASED COMPENSATION

As part of our compensation to employees and directors, we use stock-based compensation, consisting of stock options and restricted stock. Prior to January 1, 2006, we elected to account for stock-based employee compensation on a prospective basis under the fair value method, as prescribed by Statement of Financial Accounting Standards No. 123, “Accounting and Disclosure of Stock-Based Compensation,” and as amended by Statement of Financial Accounting Standards No. 148, “Accounting for Stock-Based Compensation — Transition and Disclosure.” The fair value method required stock based compensation to be expensed in the consolidated statement of operations at their fair value.

Effective January 1, 2006, we adopted the provisions of Statement of Financial Accounting Standards No. 123(R), “Share-Based Payment,” (“SFAS 123(R)”), using the modified prospective transition method. SFAS 123(R) requires all stock-based compensation to be expensed in the consolidated statement of operations at fair value, net of estimated forfeitures. Because we had historically expensed all equity awards based on the fair value method, net of estimated forfeitures, SFAS 123(R) did not have a material effect on our measurement or recognition methods for stock-based compensation.

Compensation paid to employees in the form of stock options or service-based restricted stock is generally amortized on a straight-line basis over the required service period of the award and is included in our results of operations as compensation expense, net of estimated forfeitures. The majority of our stock option and service-based restricted stock grants provide for continued vesting after termination, provided that the employee does not violate certain post-termination restrictions as set forth in the award agreements or any agreements entered into upon termination. We consider the required service period to be the greater of the vesting period or the post-termination restricted period. We believe

Powered by Morningstar® Document Research℠

that our non-competition restrictions meet the SFAS 123(R) definition of a substantive service requirement.

Performance-based restricted shares are amortized on a straight-line basis over the period we expect the performance target to be met and are included in our results of operations as compensation expense, net of estimated forfeitures. The shares vest and total compensation costs will be recognized only if the performance condition is satisfied. The probability that the performance conditions will be achieved and that the awards will vest is reevaluated each reporting period with changes in actual or estimated outcomes accounted for using a cumulative effect adjustment.

Stock-based compensation granted to our non-employee directors is in the form of common shares of Piper Jaffray Companies stock and/or stock options. Stock-based compensation paid to directors is immediately vested (i.e., there is no continuing service requirement) and is included in our results of operations as outside services expense as of the date of grant.

In determining the estimated fair value of stock options, we use the Black-Scholes option-pricing model. This model requires management to exercise judgment with respect to certain assumptions, including the expected dividend yield, the expected volatility, and the expected life of the options. The expected dividend yield assumption is derived from the assumed dividend payout over the expected life of the option. The expected volatility assumption for grants subsequent to December 31, 2006 is derived from a combination of our historical data and industry comparisons, as we have limited information on which to base our volatility estimates because we have only been a public company since the beginning of 2004. The expected volatility assumption for grants prior to December 31, 2006 were based solely on industry comparisons. The expected life of options assumption is derived from the average of the following two factors: industry comparisons and the guidance provided by the SEC in Staff Accounting Bulletin No. 107 (“SAB 107”). SAB 107 allows the use of an “acceptable” methodology under which we can take the midpoint of the vesting date and the full contractual term. We believe our approach for calculating an expected life to be an appropriate method in light of the limited historical data regarding employee exercise behavior or employee post-termination behavior. Additional information regarding assumptions used in the Black-Scholes pricing model can be found in Note 16 to our consolidated financial statements.

The vesting of stock options and restricted stock generally results in windfall tax benefits or shortfalls. A windfall tax benefit is defined as any corporate income tax benefit realized upon exercise or vesting of an award that exceeds amounts previously recognized in earnings. SFAS 123 (R) states that realized windfall tax benefits are credited to additional-paid-in-capital within the consolidated statement of financial condition. Realized shortfall tax benefits (amounts which are less than that previously recognized in earnings) are first offset against the cumulative balance of windfall tax benefits, if any, and then charged directly to income tax expense. As of June 30, 2008 we had a cumulative windfall tax benefit recorded within additional paid-in capital of $2.9 million.

CONTINGENCIES

We are involved in various pending and potential legal proceedings related to our business, including litigation, arbitration and regulatory proceedings. Some of these matters involve claims for substantial amounts, including claims for punitive and other special damages. We have, after consultation with outside legal counsel and consideration of facts currently known by management, recorded estimated losses in accordance with Statement of Financial Accounting Standards No. 5, “Accounting for Contingencies,” to the extent that claims are probable of loss and the amount of the loss can be reasonably estimated. Our reserves totaled $7.0 million and $8.4 million at June 30, 2008 and December 31, 2007, respectively. The determination of these reserve amounts requires significant judgment on the part of management. In making these determinations, we consider many factors, including, but not limited to, the loss and damages sought by the plaintiff or claimant, the basis and validity of the claim, the likelihood of a successful defense against the claim, and the potential for, and magnitude of, damages or settlements from such pending and potential litigation and arbitration proceedings, and fines and penalties or orders from regulatory agencies.

Under the terms of our separation and distribution agreement with U.S. Bancorp and ancillary agreements entered into in connection with the spin-off in December 2003, we generally are responsible for all liabilities relating to our business, including those liabilities relating to our business while it was operated as a segment of U.S. Bancorp under the supervision of its management and board of directors and while our employees were employees of U.S. Bancorp servicing our business. Similarly, U.S. Bancorp generally is responsible for all liabilities relating to the businesses U.S. Bancorp retained. However, in addition to our established reserves, U.S. Bancorp agreed to indemnify us in an amount up to $17.5 million for losses that result from certain matters, primarily third-party claims relating to research analyst independence. U.S. Bancorp has the right to terminate this indemnification obligation in the event of a change in control of our company. As of June 30, 2008, approximately $12.8 million of the indemnification remained available.

As part of the asset purchase agreement for the sale of our PCS branch network to UBS that closed in August 2006, UBS agreed to assume certain liabilities of the PCS business, including certain liabilities and obligations arising from litigation, arbitration, customer complaints and other claims related to the PCS business. In certain cases, we have agreed to indemnify UBS for litigation matters after UBS has incurred costs

 Powered by Morningstar® Document Research℠

of $6.0 million related to these matters, and as of the first quarter of 2008, we have exceeded this $6.0 million threshold. In addition, we have retained liabilities arising from regulatory matters and certain PCS litigation arising prior to the sale. The amount of exposure in excess of the $6.0 million indemnification threshold and for other PCS litigation matters deemed to be probable and reasonably estimable are included in our established reserves.

Subject to the foregoing, we believe, based on our current knowledge, after appropriate consultation with outside legal counsel and after taking into account our established reserves, the U.S. Bancorp indemnity agreement, the assumption by UBS of certain liabilities of the PCS business and our indemnification obligations to UBS, that pending litigation, arbitration and regulatory proceedings will be resolved with no material adverse effect on our financial condition. However, if, during any period, a potential adverse contingency should become probable or resolved for an amount in excess of the established reserves and indemnification available to us, the results of operations in that period could be materially adversely affected.

INCOME TAXES

Provisions for federal and state income taxes are calculated based on reported pre-tax earnings and current tax law. Such provisions differ from the amounts currently receivable or payable because certain items of income and expense are recognized in different time periods for financial reporting purposes than for income tax purposes. Significant judgment is required in evaluating uncertain tax positions. We establish reserves for uncertain income tax positions in accordance with FASB Interpretation No. 48, “Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement 109” (“FIN 48”) when, it is not more likely than not that a certain position or component of a position will be ultimately upheld by the relevant taxing authorities. Our tax provision and related accruals include the impact of estimates for uncertain tax positions and changes to the reserves that are considered appropriate. To the extent the probable tax outcome of these matters changes, the change in estimate will impact the income tax provision in the period of change.

Liquidity, Funding and Capital Resources

Liquidity is of critical importance to us given the nature of our business. Insufficient liquidity resulting from adverse circumstances contributes to, and may be the cause of, financial institution failure. Accordingly, we regularly monitor our liquidity position, including our cash and net capital positions, and we have implemented a liquidity strategy designed to enable our business to continue to operate even under adverse circumstances, although there can be no assurance that our strategy will be successful under all circumstances.

The majority of our tangible assets consist of assets readily convertible into cash. Financial instruments and other inventory positions are stated at fair value and are generally readily marketable in most market conditions. Receivables and payables with customers and brokers and dealers usually settle within a few days. As part of our liquidity strategy, we emphasize diversification of funding sources. We utilize a mix of funding sources and, to the extent possible, maximize our lower-cost financing alternatives. Our assets are financed by our cash flows from operations, equity capital, proceeds from securities sold under agreements to repurchase and bank lines of credit. The fluctuations in cash flows from financing activities are directly related to daily operating activities from our various businesses.

Certain market conditions can impact the liquidity of our inventory positions requiring us to hold larger inventory positions for longer than expected or requiring us to take other actions that may adversely impact our results. During the latter half of 2007, the credit markets experienced a significant contraction in available liquidity stemming from credit problems in subprime residential mortgages and structured credit vehicles. While we do not have direct exposure to residential mortgages or structured products containing residential mortgages, the turmoil in the credit markets during 2007 carried over into 2008 and spread to other areas beyond residential mortgages and structured credit vehicles. Specifically, the municipal credit markets were adversely impacted by rating agency downgrades (and the expectation of potential future downgrades) of certain Monolines which have significant credit exposure to subprime mortgages. Monolines insure a significant part of the overall municipal credit market, including almost all of the short-term variable rate municipal credit market. The credit risk of certain Monolines caused a significant decrease in the demand for auction rate municipal securities, variable rate demand notes and variable rate certificates which support our tender option bond program. In an effort to increase liquidity for these securities we increased inventory positions in these securities in early 2008, which required additional capital and also exposed us to potential financial losses from the reduction in value of these positions. During the second quarter of 2008, we reduced these inventory positions to more normalized levels. For further discussion of our liquidity, market and credit risk related to variable rate certificates issued from unconsolidated trusts as part of our tender option bond program, refer to “Off-Balance Sheet Arrangements” below. For further discussion of our liquidity, market and credit risks related to auction rate municipal securities and variable rate demand notes, refer to “Enterprise Risk Management” below.

Powered by Morningstar® Document Research℠

A significant component of our employees' compensation is paid in an annual discretionary bonus. The timing of these bonus payments, which generally are paid in February, has a significant impact on our cash position and liquidity when paid.

We currently do not pay cash dividends on our common stock.

On April 16, 2008 we announced that our board of directors had authorized the repurchase of up to $100 million in shares of our common stock. The principal purpose of the share repurchase program is to provide us with a tool to assist in managing our equity capital relative to the growth of our business and to assist in offsetting the dilutive effect of employee equity-based compensation. The authorization expires June 30, 2010. During the second quarter of 2008, we did not repurchase any shares of outstanding common stock under this authorization. In the third quarter, through July 29, 2008, we have repurchased 444,225 common shares for $15 million under this authorization.

We may add capital in 2008 to facilitate certain of our growth initiatives.

FUNDING SOURCES

We have available discretionary short-term financing on both a secured and unsecured basis. Secured financing is obtained through the use of repurchase agreements and secured bank loans. Bank loans and repurchase agreements are typically collateralized by the firm's securities inventory. Short-term funding is generally obtained at rates based upon the federal funds rate.

To finance customer and trade-related receivables we utilized an average of $95 million in short-term bank loans in the first half of 2008. This compares to an average of $5 million in short-term bank loans in the first half of 2007. Average net repurchase agreements (excluding repurchase agreements used to facilitate economic hedges) of $173 million and $113 million in the first quarter of 2008 and 2007, respectively, were primarily used to finance inventory. The increase in average net repurchase agreements in the first half of 2008 was a result of higher inventory balances and increased financing requirements as a result of cash disbursements in late 2007 for stock repurchases and the purchases of FAMCO and Goldbond. Growth in our securities inventory is generally financed through repurchase agreements and bank financing. On June 30, 2008, we had $161.5 million outstanding in short-term bank financing.

On December 31, 2007, U.S. Bank N.A. agreed to provide up to $50 million in temporary subordinated debt upon approval by the Financial Industry Regulatory Authority ("FINRA").

On February 19, 2008, we also entered into a $600 million revolving credit facility with U.S. Bank N.A. pursuant to which we are permitted to request advances to fund certain short-term municipal securities (including auction rate securities and variable rate demand notes). Interest is payable monthly, and the unpaid principal amount of all advances will be due August 19, 2008. As of June 30, 2008, we had $13.5 million outstanding on this credit facility.

We currently do not have a credit rating, which may adversely affect our liquidity and increase our borrowing costs by limiting access to sources of liquidity that require a credit rating as a condition to providing funds.

CONTRACTUAL OBLIGATIONS

Our contractual obligations have not materially changed from those reported in our Annual Report to Shareholders on Form 10-K for the year ended December 31, 2007.

CAPITAL REQUIREMENTS

As a registered broker dealer and member firm of FINRA, our U.S. broker dealer subsidiary is subject to the uniform net capital rule of the SEC and the net capital rule of FINRA. We have elected to use the alternative method permitted by the uniform net capital rule, which requires that we maintain minimum net capital of the greater of $1.0 million or 2 percent of aggregate debit balances arising from customer transactions, as this is defined in the rule. FINRA may prohibit a member firm from expanding its business or paying dividends if resulting net capital would be less than 5 percent of aggregate debit balances. Advances to affiliates, repayment of subordinated liabilities, dividend payments and other equity withdrawals are subject to certain notification and other provisions of the uniform net capital rule and the net capital rule of FINRA. We expect that these provisions will not impact our ability to meet current and future obligations. We also are subject to certain notification requirements related to withdrawals of excess net capital from our broker dealer subsidiary. At June 30, 2008, our net capital under the SEC's Uniform Net Capital Rule was $246.2 million, and exceeded the minimum net capital required under the SEC rule by $244.3 million.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Although we operate with a level of net capital substantially greater than the minimum thresholds established by FINRA and the SEC, a substantial reduction of our capital would curtail many of our revenue producing activities.

Piper Jaffray Ltd., which is a registered United Kingdom broker dealer, is subject to the capital requirements of the U.K. Financial Services Authority ("FSA"). As of June 30, 2008, Piper Jaffray Ltd. was in compliance with the capital requirements of the FSA.

We operate four entities licensed by the Hong Kong Securities and Futures Commission, which are subject to the liquid capital requirements of the Securities and Futures (Financial Resources) Rules promulgated under the Securities and Futures Ordinance. As of June 30, 2008, Piper Jaffray Asia regulated entities were in compliance with the liquid capital requirements of the Hong Kong Securities and Futures Ordinance.

Off-Balance Sheet Arrangements

In the ordinary course of business we enter into various types of off-balance sheet arrangements including certain reimbursement guarantees meeting the FIN No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" ("FIN 45"), definition of a guarantee that may require future payments. The following table summarizes our off-balance-sheet arrangements at June 30, 2008 and December 31, 2007 as follows:

						Total Contractual Amount	
Expiration Per Period at June 30, 2008 *(Dollars in thousands)*	2008	2009	2010-2011	2012-2013	After 2013	**June 30, 2008**	December 31, 2007
Match-book derivative contracts (1)(2)	$ 30,040	$ 40,295	$ —	$ 1,680	$ 7,251,434	**$ 7,323,449**	$ 6,967,869
Derivative contracts excluding match- book derivatives (2)	15,960	—	25,000	21,810	461,875	**524,645**	562,706
Tender option bond securitizations	—	—	61,160	10,255	220,955	**292,370**	276,475
Loan commitments	—	—	—	—	—	**—**	—
Private equity and other principal investments	—	—	—	—	—	**4,216**	4,900

(1) *Consists of interest rate swaps. We have minimal market risk related to these matched-book derivative contracts, but we do have counterparty risk up to $15 million with one major financial institution.*

(2) *We believe the fair value of these derivative contracts is a more relevant measure of the obligations because we believe the notional amount overstates the expected payout. At June 30, 2008 and December 31, 2007, the fair value of these derivative contracts approximated $25.2 million and $18.4 million, respectively.*

DERIVATIVES

Neither derivatives' notional amounts nor underlying instrument values are reflected as assets or liabilities in our consolidated statements of financial condition. Rather, the market, or fair value, of the derivative transactions are reported in the consolidated statements of financial condition as assets or liabilities in financial instruments and other inventory positions owned and financial instruments and other inventory positions sold, but not yet purchased, as applicable. Derivatives are presented on a net-by-counterparty basis when a legal right of offset exists, and on a net-by-cross product basis when applicable provisions are stated in a master netting agreement. Cash collateral received or paid is netted on a counterparty basis, provided a legal right of offset exists.

We enter into derivative contracts in a principal capacity as a dealer to satisfy the financial needs of clients. We also use derivative products to hedge the interest rate and market value risks associated with our security positions. Our interest rate hedging strategies may not work in all market environments and as a result may not be effective in mitigating interest rate risk. In addition, we enter into loan swap agreements to receive the return of certain loan assets without transferring actual ownership of the underlying loan to us. For a complete discussion of our activities related to derivative products, see Note 5, "Financial Instruments and Other Inventory Positions Owned and Financial Instruments and Other Inventory Positions Sold, but Not Yet Purchased," in the notes to our consolidated financial statements.

SPECIAL PURPOSE ENTITIES

We enter into arrangements with various special-purpose entities ("SPEs"). SPEs may be corporations, trusts or partnerships that are established for a limited purpose. There are two types of SPEs — qualified SPEs ("QSPEs") and variable interest entities ("VIEs"). A QSPE generally can be described as an entity whose permitted activities are limited to passively holding financial assets and distributing cash flows to investors based on pre-set terms. Our involvement with QSPEs relates to securitization transactions related to our tender option bond program in which highly rated fixed rate municipal bonds are sold to an SPE that qualifies as a QSPE under Statement of Financial Accounting Standards No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities a Replacement of FASB

 Powered by Morningstar® Document Research℠

Statement No. 125," ("SFAS 140"). In accordance with SFAS 140 and FIN 46(R), we do not consolidate QSPEs. We recognize at fair value the retained interests we hold in the QSPEs. We derecognize financial assets transferred to QSPEs, provided we have surrendered control over the assets. The sale of municipal bonds into a QSPE trust is funded by the sale of variable rate certificates to institutional customers seeking variable rate tax-free investment products. These variable rate certificates reprice weekly. At June 30, 2008, $245.9 million par value of the municipal bonds in securitization were insured against default of principal or interest by Monolines. We have contracted with a major third-party financial institution who acts as the liquidity provider for our tender option bond trusts and we have agreed to reimburse the liquidity provider for any losses associated with providing liquidity to the trusts. This liquidity provider has the ability to terminate its agreement with the trust due to several factors, including a downgrade of the Monolines below investment grade. The absence of a liquidity provider would likely result in the dissolution of the trust and a potential financial loss. The current credit environment has resulted in certain Monolines having their "AAA" credit ratings downgraded causing decreased market demand for variable rate certificates collateralized by municipal bonds insured by these Monolines and other Monolines facing the possibility of a downgrade. The municipalities whose bonds we have securitized all have credit ratings rated "A" or higher as of June 30, 2008 regardless of the Monoline bond insurance. We incurred $3.4 million of losses related to the dissolution of two tender option bond trusts collateralized by bonds issued by triple-B rated municipalities in the first quarter of 2008, as a result of the Monoline issues described above. In addition, we owned 100 percent of the variable rate certificates of two trusts as of March 31, 2008, resulting in consolidation of the trusts onto our consolidated statement of financial condition and the write-off of $1.0 million in residual interests in these trusts. Early in the second quarter of 2008, we added Berkshire Hathaway Assurance Corporation ("BHAC") credit insurance to these two trusts enhancing the marketability of the variable rate certificates and resulting in the deconsolidation of the trusts and a gain of $0.9 million. In addition, early in the second quarter of 2008, we added BHAC insurance to four additional QSPE trusts to ensure marketability of the variable rate certificates. The following table presents a summary of our off-balance sheet trusts by Monoline insurer at June 30, 2008:

Monoline Bond Insurer	Municipality Credit Rating	Par Value of Bonds	Market Value of Bonds	Outstanding Variable Rate Certificates
Ambac	Aa1	$ 22,905	$ 9,890	$ 10,145
Assured	A1	8,390	8,519	8,650
BHAC (1)	A3 to A	81,900	74,162	73,251
FGIC	Aa1	20,825	21,203	20,680
FSA	A2 to Aaa	58,065	59,681	59,009
PSF	A2 to Aa3	41,930	38,075	37,400
MBIA	Aa3	11,850	12,094	11,927
No insurance	Aa1 to Aa3	46,505	48,476	47,679
		$ 292,370	$ 272,100	$ 268,741

(1) *Includes six trusts where we added BHAC credit insurance to enhance the marketability of the associated variable rate certificates. Ambac is the original insurer of four trusts with a par value of $53.3 million and FGIC is the original insurer of two trusts with a par value of $28.6 million.*

Certain SPEs do not meet the QSPE criteria because their permitted activities are not limited sufficiently or control remains with one of the owners. These SPEs are referred to as VIEs. Under FIN 46(R), we consolidate a VIE if we are the primary beneficiary of the entity. The primary beneficiary is the party that either (i) absorbs a majority of the VIEs expected losses; (ii) receives a majority of the VIEs expected residual returns; or (iii) both. We are party to three tender option bond securitizations whereby control remained with one of the owners and we are the primary beneficiary of the VIE. Accordingly, we have recorded an asset for the underlying bonds of $47.7 million (par value $47.5 million) and a liability for the certificates sold by the trusts for $46.8 million as of June 30, 2008. See Note 7, "Securitizations," in the notes to our consolidated financial statements for a complete discussion of our securitization activities.

In addition, we have investments in various entities, typically partnerships or limited liability companies, established for the purpose of investing in private or public equity securities and various partnership entities. We commit capital or act as the managing partner or member of these entities. Some of these entities are deemed to be VIEs. For a complete discussion of our activities related to these types of partnerships, see Note 9, "Variable Interest Entities," to our consolidated financial statements included in our Annual Report to Shareholders on Form 10-K for the year ended December 31, 2007.

Powered by Morningstar® Document Research℠

LOAN COMMITMENTS

We may commit to short-term "bridge-loan" financing for our clients or make commitments to underwrite corporate debt. We had no loan commitments outstanding at June 30, 2008.

PRIVATE EQUITY AND OTHER PRINCIPAL INVESTMENTS

We have committed capital to certain non-consolidated private-equity funds. These commitments have no specified call dates.

OTHER OFF-BALANCE SHEET EXPOSURE

Our other types of off-balance-sheet arrangements include contractual commitments and guarantees. For a discussion of our activities related to these off-balance sheet arrangements, see Note 17, "Contingencies, Commitments and Guarantees," to our consolidated financial statements included in our Annual Report to Shareholders on Form 10-K for the year ended December 31, 2007.

Enterprise Risk Management

Risk is an inherent part of our business. In the course of conducting business operations, we are exposed to a variety of risks. Market risk, liquidity risk, credit risk, operational risk, legal, regulatory and compliance risk, and reputational risk are the principal risks we face in operating our business. We seek to identify, assess and monitor each risk in accordance with defined policies and procedures. The extent to which we properly identify and effectively manage each of these risks is critical to our financial condition and profitability.

With respect to market risk and credit risk, we emphasize daily communication among traders, trading department management and senior management concerning our inventory positions and overall risk profile. Our risk management functions supplement this communication process by providing their independent perspectives on our market and credit risk profile on a daily basis. The broader goals of our risk management functions include understanding the risk profile of each trading area, consolidating risk monitoring company-wide, assisting in implementing effective hedging strategies, articulating large trading or position risks to senior management, and ensuring accurate mark-to-market pricing.

In addition to supporting daily risk management processes on the trading desks, our risk management functions support our market and credit risk committee. This committee oversees risk management practices, including defining acceptable risk tolerances and approving risk management policies.

MARKET RISK

Market risk represents the risk of financial volatility that may result from the change in value of a financial instrument due to fluctuations in its market price. Our exposure to market risk is directly related to our role as a financial intermediary for our clients, to our market-making activities and our proprietary activities. Market risks are inherent in both cash and derivative financial instruments. The scope of our market risk management policies and procedures includes all market-sensitive financial instruments.

Our different types of market risk include:

Interest Rate Risk — Interest rate risk represents the potential volatility from changes in market interest rates. We are exposed to interest rate risk arising from changes in the level and volatility of interest rates, changes in the shape of the yield curve, changes in credit spreads, and the rate of prepayments. Interest rate risk is managed through the use of appropriate hedging in U.S. government securities, agency securities, mortgage-backed securities, corporate debt securities, interest rate swaps, options, futures and forward contracts. We utilize interest rate swap contracts to hedge a portion of our fixed income inventory, to hedge residual cash flows from our tender option bond program, and to hedge rate lock agreements and forward bond purchase agreements we may enter into with our public finance customers. Our interest rate hedging strategies may not work in all market environments and as a result may not be effective in mitigating interest rate risk. These interest rate swap contracts are recorded at fair value with the changes in fair value recognized in earnings.

Equity Price Risk — Equity price risk represents the potential loss in value due to adverse changes in the level or volatility of equity prices. We are exposed to equity price risk through our trading activities in the U.S., Hong Kong and European markets on both listed and over-the-counter equity markets. We attempt to reduce the risk of loss inherent in our market-making and in our inventory of equity securities by establishing limits on the notional level of our inventory and by managing net position levels with those limits.

 Powered by Morningstar® Document Research℠

Currency Risk — Currency risk arises from the possibility that fluctuations in foreign exchange rates will impact the value of financial instruments. A portion of our business is conducted in currencies other than the U.S. dollar, and changes in foreign exchange rates relative to the U.S. dollar can therefore affect the value of non-U.S. dollar net assets, revenues and expenses. A change in the foreign currency rates could create either a foreign currency transaction gain/loss (recorded in our consolidated statements of operations) or a foreign currency translation adjustment to the stockholders' equity section of our consolidated statements of financial condition.

VALUE-AT-RISK

Value-at-Risk ("VaR") is the potential loss in value of our trading positions due to adverse market movements over a defined time horizon with a specified confidence level. We perform a daily VaR analysis on substantially all of our trading positions, including fixed income, equities, convertible bonds, exchange traded options, and all associated economic hedges. These positions encompass both customer-related activities and proprietary investments. We use a VaR model because it provides a common metric for assessing market risk across business lines and products. Changes in VaR between reporting periods are generally due to changes in levels of risk exposure, volatilities and/or correlations among asset classes and individual securities.

In the first quarter of 2008, we changed the underlying methodology used to calculate our VaR from a historical simulation model to a Monte Carlo simulation model after implementing a new market risk management system. Historical simulation assumes that returns in the future will have the same distribution they had in the past. Monte Carlo simulation, in comparison, generates scenarios of random market moves and revalues the portfolio given each of those market moves. We believe that a Monte Carlo simulation is an enhanced VaR methodology. In addition, the Monte Carlo simulation model can better account for options and other instruments that contain optionality. The new system also provides us with better modeling of the correlations among all of our asset classes. All prior year data has been restated to reflect the change in methodology.

Model-based VaR derived from simulation has inherent limitations including: reliance on historical data to predict future market risk; VaR calculated using a one-day time horizon does not fully capture the market risk of positions that cannot be liquidated or offset with hedges within one day; and published VaR results reflect past trading positions while future risk depends on future positions.

The modeling of the market risk characteristics of our trading positions involves a number of assumptions and approximations. While we believe that these assumptions and approximations are reasonable, different assumptions and approximations could produce materially different VaR estimates.

The following table quantifies the model-based VaR simulated for each component of market risk for the periods presented computed using the past 250 days of historical data. When calculating VaR we use a 95 percent confidence level and a one-day time horizon. This means that, over time, there is a 1 in 20 chance that daily trading net revenues will fall below the expected daily trading net revenues by an amount at least as large as the reported VaR. Shortfalls on a single day can exceed reported VaR by significant amounts. Shortfalls can also accumulate over a longer time horizon, such as a number of consecutive trading days. Therefore, there can be no assurance that actual losses occurring on any given day arising from changes in market conditions will not exceed the VaR amounts shown below or that such losses will not occur more than once in a 20-day trading period.

(Dollars in thousands)	**At June 30, 2008**	At December 31, 2007
Interest Rate Risk	**$ 1,465**	$ 2,085
Equity Price Risk	**357**	448
Diversification Effect (1)	**(528)**	(736)
Total Value-at-Risk	**$ 1,294**	$ 1,797

(1) *Equals the difference between total VaR and the sum of the VaRs for the two risk categories. This effect arises because the two market risk categories are not perfectly correlated.*

Powered by Morningstar® Document Research℠

We view average VaR over a period of time as more representative of trends in the business than VaR at any single point in time. The table below illustrates the daily high, low and average value-at-risk calculated for each component of market risk during the three months ended June 30, 2008.

For the Three Months Ended June 30, 2008 *(Dollars in thousands)*	**High**	**Low**	**Average**
Interest Rate Risk	$3,216	$730	$1,582
Equity Price Risk	1,836	321	633
Diversification Effect (1)			(849)
Total Value-at-Risk	2,909	584	1,366

(1) Equals the difference between total VaR and the sum of the VaRs for the two risk categories. This effect arises because the two market risk categories are not perfectly correlated. Because high and low VaR numbers for these risk categories may have occurred on different days, high and low numbers for diversification benefit would not be meaningful.

Trading losses incurred on a single day exceeded our 95% one-day VaR on three occasions during the second quarter of 2008.

In the first half of 2008 our aggregate VaR decreased compared to levels reported as of December 31, 2007. The impact to the VaR due to the overall increase in market volatility was more than offset by the decrease in certain proprietary inventories. We do anticipate, however, that our aggregate VaR may increase in future periods as we re-commit more of our own capital to proprietary investments.

In addition to VaR, we also employ supplementary measures to monitor and manage market risk exposure including the following: net market position, duration exposure, option sensitivities, and inventory turnover. All metrics are aggregated by asset concentration and are used for monitoring limits and exception approvals.

LIQUIDITY RISK

Market risk can be exacerbated in times of trading illiquidity when market participants refrain from transacting in normal quantities and/or at normal bid-offer spreads. Depending on the specific security, the structure of the financial product, and/or overall market conditions, we may be forced to hold onto a security for substantially longer than we had planned. Our inventory positions subject us to potential financial losses from the reduction in value of illiquid positions.

We are also exposed to liquidity risk in our day-to-day funding activities. In addition to the benefit of having a strong capital structure, we manage this risk by diversifying our funding sources across products and among individual counterparties within those products. For example, our treasury department can switch between repurchase agreements, and secured and unsecured bank borrowings on any given day depending on the pricing and availability of funding from any one of these sources. Certain parts of our trading securities are financed through a primary funding provider, which, as part of our diversification strategy, we support with alternative sources of financing.

In addition to managing our capital and funding, the treasury department oversees the management of net interest income risk and the overall use of our capital, funding, and balance sheet.

As discussed within “Liquidity, Funding and Capital Resources” above, the turmoil in the credit markets surrounding Monolines in the first half of 2008 has disrupted traditional sources of liquidity for variable rate demand notes, auction rate municipal securities and variable rate municipal trust certificates, which support our tender option bond program.

We currently act as the remarketing agent for approximately $6.5 billion of variable rate demand notes, which all have a financial institution providing a liquidity guarantee. As remarketing agent for our clients’ variable rate demand notes, we are the first source of liquidity for sellers of these instruments. At certain times, demand from buyers of variable rate demand notes is less that the supply generated by sellers of these instruments. In times of supply and demand imbalance we may (but are not obligated to) facilitate liquidity by purchasing variable rate demand notes from sellers for our own account. Our liquidity risk related to variable rate demand notes is ultimately mitigated by our ability to put these securities back to the financial institution providing the liquidity guarantee.

We currently act as the broker-dealer for approximately $0.8 billion of auction rate municipal securities, all of which are insured by Monolines. Demand by investors for auction rate securities backed by certain Monolines declined significantly in the first quarter of 2008. With regard to these securities, we increased our inventory positions in the first quarter of 2008 in an effort to facilitate liquidity. The market for auction rate securities has ceased to function and as a result we have been working with the underlying municipal issuers to restructure their outstanding auction rate debt into something more market-acceptable. As of July 25, 2008, our inventory position was reduced to $50.2 million in these securities.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

As of June 30, 2008, our tender option bond program had securitized $339.9 million of municipal bonds in 26 trusts. Each municipal bond is sold into a trust that is funded by the sale of variable rate municipal trust certificates to institutional customers seeking variable rate tax-free investment products. We act as the remarketing agent for all of these trusts. See "Off-Balance Sheet Arrangements — Special Purpose Entities" above, for further discussion of our tender option bond program.

We believe that the municipal debt markets have begun to stabilize in the second quarter, but we may continue to experience increased uncertainty and volatility in the municipal debt markets for several months or quarters, which may have an adverse impact on our results of operations.

CREDIT RISK

Credit risk in our Capital Markets business arises from potential non-performance by counterparties, customers, borrowers or issuers of securities we hold in our trading inventory. We are exposed to credit risk in our role as a trading counterparty to dealers and customers, as a holder of securities and as a member of exchanges and clearing organizations. Our client activities involve the execution, settlement and financing of various transactions. Client activities are transacted on a delivery versus payment, cash or margin basis. Our credit exposure to institutional client business is mitigated by the use of industry-standard delivery versus payment through depositories and clearing banks.

Credit exposure associated with our customer margin accounts in the U.S. and Hong Kong are monitored daily and are collateralized. Our risk management functions have created credit risk policies establishing appropriate credit limits for our customers utilizing margin lending.

Our risk management functions review risk associated with institutional counterparties with whom we hold repurchase and resale agreement facilities, stock borrow or loan facilities, derivatives, TBAs and other documented institutional counterparty agreements that may give rise to credit exposure. Counterparty levels are established relative to the level of counterparty ratings and potential levels of activity.

We are subject to credit concentration risk if we hold large individual securities positions, execute large transactions with individual counterparties or groups of related counterparties, extend large loans to individual borrowers or make substantial underwriting commitments. Concentration risk can occur by industry, geographic area or type of client. Potential credit concentration risk is carefully monitored and is managed through the use of policies and limits.

We are also exposed to the risk of loss related to changes in the credit spreads of debt instruments. Credit spread risk arises from potential changes in an issuer's credit rating or the market's perception of the issuer's credit worthiness.

OPERATIONAL RISK

Operational risk refers to the risk of direct or indirect loss resulting from inadequate or failed internal processes, people and systems or from external events. We rely on the ability of our employees, our internal systems and processes and systems at computer centers operated by third parties to process a large number of transactions. In the event of a breakdown or improper operation of our systems or processes or improper action by our employees or third-party vendors, we could suffer financial loss, regulatory sanctions and damage to our reputation. We have business continuity plans in place that we believe will cover critical processes on a company-wide basis, and redundancies are built into our systems as we have deemed appropriate. These control mechanisms attempt to ensure that operations policies and procedures are being followed and that our various businesses are operating within established corporate policies and limits.

LEGAL, REGULATORY AND COMPLIANCE RISK

Legal, regulatory and compliance risk includes the risk of non-compliance with applicable legal and regulatory requirements and the risk that a counterparty's performance obligations will be unenforceable. We are generally subject to extensive regulation in the various jurisdictions in which we conduct our business. We have established procedures that are designed to ensure compliance with applicable statutory and regulatory requirements, including, but not limited to, those related to regulatory net capital requirements, sales and trading practices, use and safekeeping of customer funds and securities, credit extension, money-laundering, privacy and recordkeeping.

We have established internal policies relating to ethics and business conduct, and compliance with applicable legal and regulatory requirements, as well as training and other procedures designed to ensure that these policies are followed.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

REPUTATION AND OTHER RISK

We recognize that maintaining our reputation among clients, investors, regulators and the general public is critical. Maintaining our reputation depends on a large number of factors, including the conduct of our business activities and the types of clients and counterparties with whom we conduct business. We seek to maintain our reputation by conducting our business activities in accordance with high ethical standards and performing appropriate reviews of clients and counterparties.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information under the caption "Enterprise Risk Management" in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations," in this Form 10-Q is incorporated herein by reference.

ITEM 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this report, we conducted an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934). Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is (a) recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms and (b) accumulated and communicated to our management, including our principal executive officer and principal financial officer to allow timely decisions regarding disclosure. During the second quarter of our fiscal year ended December 31, 2008, there was no change in our system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The following supplements and amends our discussion set forth under Item 3 "Legal Proceedings" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2007, as updated by our Quarterly Report on Form 10-Q for the quarter ended March 31, 2008.

Initial Public Offering Fee Antitrust Litigation

Plaintiffs again moved for class certification, and the underwriter defendants opposed that motion. Subsequently, the parties entered into a settlement agreement which disposed of all actions.

Enron Litigation

On April 29, 2008, various defendants filed and/or joined in motions for summary judgment against Enron arguing that they were non-avoidable settlement payments within the meaning of 11 U.S.C. Section §5461(e) and that the earmarking doctrine precludes avoiding the transactions. The motions are pending before the court.

ITEM 1A. RISK FACTORS

The discussion of our business and operations should be read together with the risk factors contained in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2007 filed with the SEC, as updated in our subsequent reports on Form 10-Q filed with the SEC. These risk factors describe various risks and uncertainties to which we are or may become subject. These risks and uncertainties have the potential to affect our business, financial condition, results of operations, cash flows, strategies or prospects in a material and adverse manner.

Powered by Morningstar® Document Research℠

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The table below sets forth the information with respect to purchases made by or on behalf of Piper Jaffray Companies or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934), of our common stock during the quarter ended June 30, 2008.

In addition, a third-party trustee makes open-market purchases of our common stock from time to time pursuant to the Piper Jaffray Companies Retirement Plan, under which participating employees may allocate assets to a company stock fund.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs(1)
Month #1 (April 1, 2008 to April 30, 2008)	20,041(2)	$ 38.03	0	$100 million
Month #2 (May 1, 2008 to May 31, 2008)	12,058 (2)	$ 38.45	0	$100 million
Month #3 (June 1, 2008 to June 30, 2008)	0	$ 0	0	$100 million
Total	32,099	$ 38.18	0	$100 million

(1) *On April 16, 2008, we announced that our board of directors had authorized the repurchase of up to $100 million of common stock through June 30, 2010.*

(2) *Consists of shares of common stock purchased from recipients of restricted stock to pay taxes upon the vesting of the restricted stock.*

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

(a) The Company's 2008 annual meeting of shareholders was held on May 7, 2008. The holders of 16,798,462 shares of common stock, 90 percent of the outstanding shares entitled to vote as of the record date, were represented at the meeting in person or by proxy.

(c) At the annual meeting, Michael R. Francis, Addison L. Piper and Lisa K. Polsky were elected as directors to serve a one-year term expiring at the annual meeting of shareholders in 2009. The following table shows the vote totals for each of these individuals:

Name	Votes For	Authority Withheld
Michael R. Francis	16,469,899	328,563
Addison L. Piper	16,484,195	314,267
Lisa K. Polsky	16,524,900	273,562

At the annual meeting, our shareholders also ratified the selection of Ernst & Young LLP as the Company's independent auditors for the year ending December 31, 2008, and approved the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan. The following table indicates the specific voting results for each of these items:

Proposal	Votes For	Votes Against	Abstentions	Broker Non-Votes
Ratification of the selection of Ernst & Young LLP as the independent auditor for the year ended December 31, 2008.	16,695,590	44,640	58,232	0
Approval of the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan	9,264,344	5,250,609	717,627	1,565,882

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

ITEM 6. EXHIBITS

Exhibit Number	Description	Method of Filing
10.1	Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan.	Filed herewith
10.2	Form of Restricted Stock Agreement for Management Committee Performance Grants under the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan.	Filed herewith
10.3	Form of Restricted Stock Agreement for Incremental Grants under the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan.	Filed herewith
10.4	Employment Agreement by and among Piper Jaffray Asia Holdings Limited, Piper Jaffray Companies and Ko, Po Ming.	Filed herewith
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer.	Filed herewith
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer.	Filed herewith
32.1	Certifications furnished pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed herewith

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on August 1, 2008.

PIPER JAFFRAY COMPANIES

By /s/ Andrew S. Duff
Its Chairman and CEO

By /s/ Debbra L. Schoneman
Its Chief Financial Officer

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Exhibit Index

Exhibit Number	Description	Method of Filing
10.1	Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan.	Filed herewith
10.2	Form of Restricted Stock Agreement for Management Committee Performance Grants under the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan.	Filed herewith
10.3	Form of Restricted Stock Agreement for Incremental Grants under the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan.	Filed herewith
10.4	Employment Agreement by and among Piper Jaffray Asia Holdings Limited, Piper Jaffray Companies and Ko, Po Ming.	Filed herewith
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer.	Filed herewith
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer.	Filed herewith
32.1	Certifications furnished pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed herewith

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

EXHIBIT 10.1

PIPER JAFFRAY COMPANIES
AMENDED AND RESTATED
2003 ANNUAL AND LONG-TERM INCENTIVE PLAN

(as amended and restated effective May 7, 2008)

SECTION 1. Purpose

The purpose of the Plan is to promote the interests of the Company and its stockholders by giving the Company a competitive advantage in attracting, retaining and motivating employees, officers, consultants and Directors capable of assuring the future success of the Company, to offer such persons incentives that are directly linked to the profitability of the Company's businesses and increases in stockholder value, and to afford such persons an opportunity to acquire a proprietary interest in the Company.

SECTION 2. Definitions

As used in the Plan, the following terms shall have the meanings set forth below.

(a) "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, is controlled by, controlling or under common control with the Company.

(b) "Award" means any Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award, Dividend Equivalent, Other Stock Grant, Other Stock-Based Award or Tax Offset Bonus granted under the Plan.

(c) "Award Agreement" means any written agreement, contract or other instrument or document evidencing any Award granted under the Plan. Each Award Agreement shall be subject to the applicable terms and conditions of the Plan and any other terms and conditions (not inconsistent with the Plan) determined by the Committee.

(d) "Board" means the Board of Directors of the Company.

(e) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

(f) "Change in Control" has the meaning set forth in Section 7.

(g) "Committee" means a committee of Directors designated by the Board to administer the Plan, which initially shall be the Compensation Committee of the Board. The Committee shall be comprised of not less than such number of Directors as shall be required to permit Awards granted under the Plan to qualify under Rule 16b-3 and Section 162(m) of the Code, and each member of the Committee shall be an Outside Director.

(h) "Company" means Piper Jaffray Companies, a Delaware corporation.

(i) "Covered Employee" means a Participant designated prior to the grant of Restricted Stock, Restricted Stock Units or Performance

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Awards by the Committee who is or may be a “covered employee” within the meaning of Section 162(m)(3) of the Code in the year in which any such Award is expected to be taxable to such Participant.

(j) “Director” means a member of the Board, including any Outside Director.

(k) “Dividend Equivalent” means any right granted under Section 6(e) of the Plan.

(l) “Effective Date” has the meaning set forth in Section 11 of the Plan.

(m) “Eligible Individual” means any employee, officer, Director or consultant providing services to the Company or any Affiliate, and prospective employees and consultants who have accepted offers of employment or consultancy from the Company or any Affiliate, whom the Committee determines to be an Eligible Individual.

(n) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

(o) “Exercise Price” has the meaning set forth in Section 6(a) of the Plan.

(p) “Fair Market Value” means, with respect to any property (including, without limitation, any Shares or other securities), the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee. Notwithstanding the foregoing and except as otherwise provided by the Committee, the Fair Market Value of a Share as of a given date shall be the closing sales price for one Share on the New York Stock Exchange or such other national securities market or exchange as may at the time be the principal market for the Shares, or if the Shares were not traded on such national securities market or exchange on such date, then on the next preceding date on which the Shares are traded, all as reported by such source as the Committee may select.

(q) “Non-Qualified Stock Option” means any Stock Option that is not designated as, or is not intended to qualify as, an “incentive stock option” within the meaning of Section 422 of the Code.

(r) “Outside Director” means any Director who qualifies as an “outside director” within the meaning of Section 162(m) of the Code and as a “non-employee director” within the meaning of Rule 16b-3.

(s) “Participant” means an Eligible Individual designated to be granted an Award under the Plan.

(t) “Performance Award” means any right granted under Section 6(d) of the Plan.

(u) “Performance Goals” means the performance goals established by the Committee in connection with the grant of an Award. In the case of Qualified Performance-Based Awards, (i) such goals shall be based on the attainment of specified levels of one or more of the following measures with respect to the Company or such subsidiary, division or department of the Company for or within which the Participant performances services: revenue growth; earnings before interest, taxes, depreciation, and amortization; earnings before interest and taxes; operating income; pre- or after- tax income; earnings per share; cash flow; cash flow per share; return on equity; return on tangible equity;

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

return on invested capital; return on assets; economic value added (or an equivalent metric); share price performance; total shareholder return; improvement in or attainment of expense levels; improvement in or attainment of working capital levels and (ii) such Performance Goals shall be set by the Committee within the time period prescribed by Section 162(m) of the Code and related regulations. Such Performance Goals also may be based upon the attaining of specified levels of Company performance under one or more of the measures described above relative to the performance of other companies.

(v) "Plan" means this Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan, as set forth herein and as hereinafter amended from time to time.

(w) "Qualified Performance-Based Award" means an Award of Restricted Stock, Restricted Stock Units or Performance Awards designated as such by the Committee at the time of grant, based upon a determination that (i) the recipient is or may be a Covered Employee in the year in which the Company would expect to be able to claim a tax deduction with respect to such Restricted Stock or Performance Awards and (ii) the Committee wishes such Award to qualify for the Section 162(m) Exemption.

(x) "Restricted Stock" means any Share granted under Section 6(c) of the Plan.

(y) "Restricted Stock Unit" means any unit granted under Section 6(c) of the Plan evidencing the right to receive a Share (or a cash payment equal to the Fair Market Value of a Share) at some future date.

(z) "Rule 16b-3" means Rule 16b-3, as promulgated by the Securities and Exchange Commission under Section 16(b) of the Exchange Act, as amended from time to time.

(aa) "Section 162(m) Exemption" means the exemption from the limitation on deductibility imposed by Section 162(m) of the Code that is set forth in Section 162(m)(4)(C) of the Code.

(bb) "Share" or "Shares" means a share or shares of common stock, par value $.01 per share, of the Company.

(cc) "Stock Appreciation Right" means any right granted under Section 6(b) of the Plan.

(dd) "Stock Option" means a Non-Qualified Stock Option granted under Section 6(a) of the Plan.

SECTION 3. Administration

(a) Power and Authority of the Committee. The Plan shall be administered by the Committee. Subject to the terms of the Plan and to applicable law, the Committee shall have full power and authority to:

(i) designate Participants;

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(ii) determine whether and to what extent any type (or types) of Award is to be granted hereunder;

(iii) determine the number of Shares to be covered by (or the method by which payments or other rights are to be determined in connection with) each Award;

(iv) determine the terms and conditions of any Award or Award Agreement;

(v) subject to Section 9 hereof, amend the terms and conditions of any Award or Award Agreement and accelerate the vesting and/or exercisability of any Stock Option or waive any restrictions relating to any Award; provided, however, that (A) except for adjustments pursuant to Section 4(c) of the Plan, in no event may any Stock Option granted under this Plan be (x) amended to decrease the Exercise Price thereof, (y) cancelled in conjunction with the grant of any new Stock Option with a lower Exercise Price, or (z) otherwise subject to any action that would be treated, for accounting purposes, as a "repricing" of such Stock Option, unless such amendment, cancellation, or action is approved by the stockholders of the Company to the extent required by applicable law and stock exchange rules and (B) the Committee may not adjust upwards the amount payable to a Covered Employee with respect to a Qualified Performance-Based Award or waive or alter the Performance Goals associated therewith in a manner that would violate Section 162(m) of the Code.

(vi) determine whether, to what extent and under what circumstances the exercise price of Awards may be paid in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended;

(vii) determine whether, to what extent and under what circumstances cash, Shares, other securities, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or the Committee;

(viii) interpret and administer the Plan and any instrument or agreement, including an Award Agreement, relating to the Plan;

(ix) adopt, alter, suspend, waive or repeal such rules, guidelines and practices and appoint such agents as it shall deem advisable or appropriate for the proper administration of the Plan; and

(x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award or Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all persons, including without limitation, the Company, its Affiliates, subsidiaries, shareholders, Eligible Individuals and any holder or beneficiary of any Award.

(b) Action by the Committee; Delegation. Except to the extent prohibited by applicable law or the applicable rules of a stock exchange, the

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Committee may delegate all or any part of its duties and powers under the Plan to one or more persons, including Directors or a committee of Directors, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion; provided, however, that the Committee shall not delegate its powers and duties under the Plan (i) with regard to officers or directors of the Company or any Affiliate who are subject to Section 16 of the Exchange Act or (ii) in a manner that would cause an Award designated as a Qualified Performance-Based Award not to qualify for, or to cease to qualify for, the Section 162(m) Exemption; and provided, further, that any such delegation may be revoked by the Committee at any time.

(c) Power and Authority of the Board. Notwithstanding anything to the contrary contained herein, except to the extent that the grant or exercise of such authority would cause any Award or transaction to become subject to (or lose an exemption under) the short-swing profit recovery provisions of Section 16 of the Exchange Act or cause an Award designated as a Qualified Performance-Based Award not to qualify for, or to cease to qualify for, the Section 162(m) Exemption, the Board may, at any time and from time to time, without any further action of the Committee, exercise the powers and duties of the Committee under the Plan. To the extent that any permitted action taken by the Board conflicts with action taken by the Committee, the Board action shall control.

SECTION 4. Shares Available for Awards

(a) Shares Available. Subject to adjustment as provided in Section 4(c) of the Plan, the aggregate number of Shares that may be issued under the Plan shall be 5,500,000. Shares that may be issued under the Plan may be authorized but unissued Shares or Shares re-acquired and held in treasury.

(b) Accounting for Awards. For purposes of this Section 4, if an Award entitles the holder thereof to receive or purchase Shares, the number of Shares covered by such Award or to which such Award relates shall be counted on the date of grant of such Award against the aggregate number of Shares available for granting Awards under the Plan. Any Shares that are used by a Participant as full or partial payment to the Company of the purchase price relating to an Award, including in connection with the satisfaction of tax obligations relating to an Award, shall again be available for granting Awards under the Plan. In addition, if any Shares covered by an Award or to which an Award relates are not purchased or are forfeited, or if an Award otherwise terminates without delivery of any Shares, then the number of Shares counted against the aggregate number of Shares available under the Plan with respect to such Award, to the extent of any such forfeiture or termination, shall again be available for granting Awards under the Plan.

(c) Adjustments. In the event of any change in corporate capitalization (including, but not limited to, a change in the number of Shares outstanding), such as a stock split or a corporate transaction, such as any merger, consolidation, separation, including a spin-off, or other distribution of stock or property of the Company (including any extraordinary cash or stock dividend), any reorganization (whether or not such reorganization comes within the definition of such term in Section 368 of the Code) or any partial or complete liquidation of the Company, the Committee or Board may make such substitution or adjustments in the aggregate number and kind of shares reserved for issuance under the Plan, and the maximum limitation upon Stock Options and Stock Appreciation Rights and other Awards to be granted to any Participant, in the

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

number, kind and Exercise Price of shares subject to outstanding Stock Options and Stock Appreciation Rights, in the number and kind of shares subject to other outstanding Awards granted under the Plan and/or such other equitable substitution or adjustments as it may determine to be appropriate in its sole discretion (including, without limitation, the provision of an amount in cash in consideration for any such Awards); provided, however, that the number of shares subject to any Award shall always be a whole number. Without limiting the generality of the foregoing, in connection with any Disaffiliation of a subsidiary of the Company, the Committee shall have the authority to arrange for the assumption or replacement of Awards with new awards based on shares of the affected subsidiary or by an affiliate of an entity that controls the subsidiary following the Disaffiliation. For purposes hereof, "Disaffiliation" of a subsidiary shall mean the subsidiary's ceasing to be a subsidiary of the Company for any reason (including, without limitation, as a result of a public offering, spin-off, sale or other distribution or transfer by the Company of the stock of the subsidiary). Notwithstanding the foregoing, to the extent that any Award is otherwise considered to be deferred compensation under Section 409A of the Code, any adjustment to such Award will comply with Section 409A of the Code (including current and future guidance issued by the Department of Treasury and or the Internal Revenue Service).

(d) Award Limitations. No more than 250,000 shares of Common Stock may be subject to Qualified Performance-Based Awards granted to any Eligible Individual in any fiscal year of the Company.

SECTION 5. Eligibility

Any Eligible Individual shall be eligible to be designated a Participant. In determining which Eligible Individuals shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Individuals, their present and potential contributions to the success of the Company or such other factors as the Committee, in its discretion, shall deem relevant.

SECTION 6. Awards

(a) Stock Options. The Committee is hereby authorized to grant Stock Options (which may only be Non-Qualified Stock Options) to Eligible Individuals with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

(i) Exercise Price. The purchase price per Share purchasable under a Stock Option (the "Exercise Price") shall be determined by the Committee; provided, however, that such Exercise Price shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Stock Option.

(ii) Option Term. The term of each Stock Option shall be fixed by the Committee at the time of grant, but in no event shall be more than 10 years from the date of grant.

(iii) Time and Method of Exercise. The Committee shall determine the time or times at which a Stock Option may be exercised in whole or in part and the method or methods by which, and the form or forms (including, without limitation, cash, Shares, other securities, other

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable Exercise Price) in which, payment of the Exercise Price with respect thereto may be made or deemed to have been made.

(b) Stock Appreciation Rights. The Committee is hereby authorized to grant Stock Appreciation Rights to Eligible Individuals subject to the terms of the Plan. Each Stock Appreciation Right granted under the Plan shall confer on the holder upon exercise the right to receive, as determined by the Committee, cash or a number of Shares equal to the excess of (A) the Fair Market Value of one Share on the date of exercise (or, if the Committee shall so determine, at any time during a specified period before or after the date of exercise) over (B) the grant price of the Stock Appreciation Right as determined by the Committee, which grant price shall not be less than 100% of the Fair Market Value of one Share on the date of grant of the Stock Appreciation Right. Subject to the terms of the Plan, the grant price, term, methods of exercise, dates of exercise, methods of settlement and any other terms and conditions (including conditions or restrictions on the exercise thereof) of any Stock Appreciation Right shall be as determined by the Committee, provided that in no event shall the term of a Stock Appreciation Right be longer than ten years.

(c) Restricted Stock and Restricted Stock Units. The Committee is hereby authorized to grant Restricted Stock and Restricted Stock Units to Eligible Individuals with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

(i) Restrictions. Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, limitation on transfer, forfeiture conditions, limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise as the Committee may deem appropriate. The grant or vesting of Restricted Stock and Restricted Stock Units may be performance-based or time-based or both. Restricted Stock and Restricted Stock Units may be Qualified Performance-Based Awards, in which event the grant or vesting, as applicable, of such Restricted Stock or Restricted Stock Units shall be conditioned upon the attainment of Performance Goals.

(ii) Stock Certificates; Delivery of Shares.

(A) Any Restricted Stock granted under the Plan shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more stock certificates. Any certificate issued in respect of shares of Restricted Stock shall be registered in the name of such Participant and shall bear an appropriate legend referring to the applicable Award Agreement and possible forfeiture of such shares of Restricted Stock. The Committee may require that the certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Stock, the Participant shall have delivered a stock power, endorsed in blank, relating to the Shares covered by such Award.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(B) In the case of Restricted Stock Units, no Shares or other property shall be issued at the time such Awards are granted. Upon the lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units (or at such later time as may be determined by the Committee), Shares or other cash or property shall be issued to the holder of the Restricted Stock Units and evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more stock certificates.

(iii) Forfeiture. Except as otherwise determined by the Committee, upon a Participant's termination of employment (as determined under criteria established by the Committee) during the applicable restriction period, all applicable Shares of Restricted Stock and Restricted Stock Units at such time subject to restriction shall be forfeited and reacquired by the Company; provided, however, that the Committee may, when it finds that a waiver would be in the best interest of the Company, waive in whole or in part any or all remaining restrictions with respect to Shares of Restricted Stock or Restricted Stock Units.

(d) Performance Awards. The Committee is hereby authorized to grant Performance Awards to Eligible Individuals subject to the terms of the Plan. A Performance Award granted under the Plan (i) may be denominated or payable in cash, Shares (including, without limitation, Restricted Stock and Restricted Stock Units), other securities, other Awards or other property and (ii) shall confer on the holder thereof the right to receive payments, in whole or in part, upon the achievement of such performance goals during such performance periods as the Committee shall establish. Subject to the terms of the Plan, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award granted, the amount of any payment or transfer to be made pursuant to any Performance Award and any other terms and conditions of any Performance Award shall be determined by the Committee. The Committee may, prior to or at the time of the grant, designate Performance Awards as Qualified Performance-Based Awards, in which event it shall condition the settlement thereof upon the attainment of Performance Goals. Performance Awards denominated in cash that are payable to any individual Participant with respect to any calendar year will be limited to a maximum of $7,500,000.

(e) Dividend Equivalents. The Committee is hereby authorized to grant Dividend Equivalents to Eligible Individuals under which the Participant shall be entitled to receive payments (in cash, Shares, other securities, other Awards or other property as determined in the discretion of the Committee) equivalent to the amount of cash dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Committee. Subject to the terms of the Plan, such Dividend Equivalents may have such terms and conditions as the Committee shall determine.

(f) Other Stock Grants. The Committee is hereby authorized, subject to the terms of the Plan, to grant to Eligible Individuals Shares without restrictions thereon as are deemed by the Committee to be consistent with the purpose of the Plan.

(g) Other Stock-Based Awards. The Committee is hereby authorized to grant to Eligible Individuals, subject to the terms of the Plan, such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as are deemed by the Committee to be consistent with the purpose of the

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008

Powered by Morningstar® Document Research℠

Plan. Shares or other securities delivered pursuant to a purchase right granted under this Section 6(g) shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms (including, without limitation, cash, Shares, other securities, other Awards or other property or any combination thereof), as the Committee shall determine, the value of which consideration, as established by the Committee, shall not be less than 100% of the Fair Market Value of such Shares or other securities as of the date such purchase right is granted.

(h) Tax Offset Bonus. The Committee may grant to a Participant, at the time of granting an Award or at any time thereafter, the right to receive a cash payment in an amount specified by the Committee, to be paid at such time or times (if ever) as the Award results in compensation income to the Participant, for the purpose of assisting the Participant to pay the resulting taxes, all as determined by the Committee and on such other terms and conditions as the Committee shall determine (a "Tax Offset Bonus").

(i) General.

(i) Consideration for Awards. Awards may be granted for no cash consideration or for any cash or other consideration as determined by the Committee and required by applicable law.

(ii) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with or in substitution for any other Award or any award granted under any plan of the Company or any Affiliate. Awards granted in addition to or in tandem with other Awards or in addition to or in tandem with awards granted under any such other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(iii) Forms of Payment Under Awards. Subject to the terms of the Plan, payments or transfers to be made by the Company or an Affiliate upon the grant, exercise or settlement of an Award may be made in such form or forms as the Committee shall determine (including cash, Shares, other securities, other Awards or other property or any combination thereof); provided, however, that such payments or transfers shall not be in the form of promissory notes. Such payments or transfers may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents with respect to installment or deferred payments.

(iv) Limits on Transfer of Awards. No Award (other than Other Stock Grants) and no right under any such Award shall be transferable by a Participant otherwise than by will or by the laws of descent and distribution and the Company shall not be required to recognize any attempted assignment of such rights by any Participant; provided, however, that, if so determined by the Committee, a Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise the rights of the Participant and receive any property distributable with respect to any Award upon the death of the Participant; and provided, further, that, if so determined by the Committee, a Participant may transfer a Non-Qualified Stock Option to any Family Member (as such term is defined in the General

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Instructions to Form S-8 (or successor to such Instructions or such Form)) at any time that such Participant holds such Stock Option, whether directly or indirectly or by means of a trust or partnership or otherwise, provided that the Participant may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. Except as otherwise determined by the Committee, each Award or right under any such Award shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. Except as otherwise determined by the Committee, no Award or right under any such Award may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or other encumbrance thereof shall be void and unenforceable against the Company or any Affiliate.

(v) Term of Awards. Subject to Section 6(a)(ii) of the Plan, the term of each Award shall be for such period as may be determined by the Committee.

(vi) Restrictions. All Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, applicable federal or state securities laws and regulatory requirements, and the Committee may direct appropriate stop transfer orders and cause other legends to be placed on the certificates for such Shares or other securities to reflect such restrictions.

SECTION 7. Change in Control

(a) Impact of Event. Notwithstanding any other provision of the Plan to the contrary, unless otherwise provided by the Committee in any Award Agreement, in the event of a Change in Control:

(i) Any Stock Options and Stock Appreciation Rights outstanding as of the date of such Change in Control, and which are not then exercisable and vested, shall become fully exercisable and vested.

(ii) The restrictions and deferral limitations applicable to any Restricted Stock and Restricted Stock Units shall lapse, and such Restricted Stock and Restricted Stock Units shall become free of all restrictions and become fully vested.

(iii) All Performance Awards shall be considered to be earned and payable in full, and any deferral or other restriction shall lapse and such Performance Awards shall be settled in cash or Shares, as determined by the Committee, as promptly as is practicable.

(iv) All restrictions on other Awards shall lapse and such Awards shall become free of all restrictions and become fully vested.

(b) Definition of Change in Control. For purposes of the Plan, a "Change in Control" shall mean the happening of any of the following events:

(i) An acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person")

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (1) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (2) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); excluding, however, the following: (1) Any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (2) Any acquisition by the Company, (3) Any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, or (4) Any acquisition pursuant to a transaction which complies with clauses (1), (2) and (3) of subsection (iii) of this Section 7(b); or

(ii) A change in the composition of the Board such that the individuals who, as of the Effective Date, constitute the Board (such Board shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this Section 7(b), that any individual who becomes a member of the Board subsequent to the Effective Date, whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; but, provided, further, that any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board; or

(iii) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company ("Corporate Transaction"); excluding, however, such a Corporate Transaction pursuant to which (1) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (2) no Person (other than the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such Corporate Transaction) will beneficially own, directly or indirectly, 20% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors except to the extent that such ownership existed prior to the Corporate Transaction, and (3) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction; or

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(iv) The approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

SECTION 8. Income Tax Withholding

No later than the date as of which an amount first becomes includible in the gross income of a Participant for federal or foreign income tax purposes with respect to any Award under the Plan, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. The obligations of the Company under the Plan shall be conditional on such payment or arrangements, and the Company and its Affiliates shall, to the extent permitted by law, be entitled to take such action and establish such procedures as it deems appropriate to withhold or collect all applicable payroll, withholding, income or other taxes from such Participant, including without limitation withholding applicable tax from Participant's cash compensation paid by the Company or an Affiliate. In order to assist a Participant in paying all or a portion of the federal, state, local and foreign taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (i) electing to have the Company withhold a portion of the Shares or other property otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes or (ii) delivering to the Company Shares or other property other than Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes, provided that, in either case, not more than the legally required minimum withholding may be settled with Shares. Any such election must be made on or before the date that the amount of tax to be withheld is determined.

SECTION 9. Amendment and Termination

(a) Amendments to the Plan. The Board may amend, alter, suspend, discontinue or terminate the Plan at any time; provided, however, that, notwithstanding any other provision of the Plan or any Award Agreement, without the approval of the stockholders of the Company, no amendment, alteration, suspension, discontinuation or termination shall be made that, absent such approval:

(i) requires stockholder approval under the rules or regulations of the New York Stock Exchange, any other securities exchange or the National Association of Securities Dealers, Inc. that are applicable to the Company; or

(ii) increases the number of Shares authorized under the Plan as specified in Section 4(a) of the Plan.

(b) Amendments to Awards. The Committee may waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively. Except as otherwise provided herein or in an Award Agreement, the Committee may not amend, alter, suspend, discontinue or terminate any outstanding Award, prospectively or retroactively, if such action would adversely affect the rights of the holder of

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

such Award, without the consent of the Participant or holder or beneficiary thereof or such amendment would cause a Qualified Performance-Based Award to cease to qualify for the Section 162(m) Exemption.

(c) Correction of Defects, Omissions and Inconsistencies. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

SECTION 10. General Provisions

(a) No Rights to Awards. No Eligible Individual or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Individuals or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Participant or with respect to different Participants.

(b) Award Agreements. No Participant will have rights under an Award granted to such Participant unless and until an Award Agreement shall have been duly executed on behalf of the Company and, if requested by the Company, signed by the Participant. In the event that any provision of an Award Agreement conflicts with or is inconsistent in any respect with the terms of the Plan as set forth herein or subsequently amended, the terms of the Plan shall control.

(c) No Rights of Stockholders. Except with respect to Shares of Restricted Stock as to which the Participant has been granted the right to vote, neither a Participant nor the Participant's legal representative shall be, or have any of the rights and privileges of, a stockholder of the Company with respect to any Shares issuable to such Participant upon the exercise or payment of any Award, in whole or in part, unless and until such Shares have been issued in the name of such Participant or such Participant's legal representative without restrictions thereto.

(d) No Limit on Other Compensation Plans or Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) No Right to Employment. The Plan shall not constitute a contract of employment, and adoption of the Plan or the grant of an Award shall not be construed as giving a Participant the right to be retained as an employee of the Company or an Affiliate, or a non-employee Director to be retained as a Director, nor shall it affect in any way the right of the Company or an Affiliate to terminate such employment at any time, with or without cause. In addition, the Company or an Affiliate may at any time dismiss a Participant from employment free from any liability or any claim under the Plan or any Award, unless otherwise expressly provided in the Plan or in any Award Agreement.

(f) Governing Law. The Plan and all Awards granted and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws thereof.

(g) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008

Powered by Morningstar® Document Research℠

jurisdiction or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction or Award, and the remainder of the Plan or any such Award shall remain in full force and effect.

(h) Application to Participants Outside the United States. In the event an Award is granted to a Participant who is employed or providing services outside the United States and who is not compensated from a payroll maintained in the United States, the Committee may, in its sole discretion, modify the provisions of the Plan as they pertain to such individual to comply with applicable foreign law.

(i) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and an Eligible Individual or any other person. To the extent that any person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(j) Other Benefits. No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation under any compensation-based retirement, disability, or similar plan of the Company unless required by law or otherwise provided by such other plan.

(k) No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash shall be paid in lieu of any fractional Shares or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(l) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(m) Section 16 Compliance; Section 162(m) Administration. The Plan is intended to comply in all respects with Rule 16b-3 or any successor provision, as in effect from time to time, and in all events the Plan shall be construed in accordance with the requirements of Rule 16b-3. If any Plan provision does not comply with Rule 16b-3 as hereafter amended or interpreted, the provision shall be deemed inoperative. The Board, in its absolute discretion, may bifurcate the Plan so as to restrict, limit or condition the use of any provision of the Plan with respect to persons who are officers or directors subject to Section 16 of the Exchange Act without so restricting, limiting or conditioning the Plan with respect to other Eligible Individuals. The Company intends that all Stock Options and Stock Appreciation Rights granted under the Plan to individuals who are or who the Committee believes will be Covered Employees will constitute "qualified performance-based compensation" within the meaning of Section 162(m) of the Code.

(n) Conditions Precedent to Issuance of Shares. Shares shall not be issued pursuant to the exercise or payment of the Exercise Price or purchase price relating to an Award unless such exercise or payment and the issuance and delivery of such Shares pursuant thereto shall

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended from time to time, the Exchange Act, the rules and regulations promulgated thereunder, the requirements of any applicable stock exchange and the Delaware General Corporation Law. As a condition to the exercise or payment of the Exercise Price or purchase price relating to such Award, the Company may require that the person exercising or paying the Exercise Price or purchase price represent and warrant that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation and warranty is required by law.

(o) Conformance to Section 409A of the Code. To the extent that any Performance Awards otherwise constitute deferred compensation subject to Section 409A of the Code, the acceleration of the payment of such awards upon a Change in Control of the Company as provided under the Plan shall occur only if the Change in Control satisfies the definition in effect under Section 409A of the Code, as determined in the good-faith opinion of the Committee. Furthermore, to the extent that any other payment under the Plan is considered to be deferred compensation subject to Section 409A of the Code, if the provisions of the plan fail to satisfy the requirements of Section 409A(2), (3) or (4) of the Code with respect to such payment, such provisions shall be applied in operation in a manner that, in the good-faith opinion of the Committee, bring the provision into compliance with those requirements while preserving as closely as possible the original intent of the provision. The Company (including any successor) shall provide subsequent amendments to the Plan if and as necessary to conform the terms of the Plan to any such operational modifications with the intent being to adopt all necessary amendments by December 31, 2006, or such other date required under guidance issued under Section 409A of the Code.

SECTION 11. Effective Date of Plan

Upon its adoption by the Board, the Plan shall be submitted for approval by the stockholders of the Company and shall be effective as of the date of such approval (the "Effective Date").

SECTION 12. Term of the Plan

The Plan will terminate on the tenth anniversary of the Effective Date or any earlier date of discontinuation or termination established pursuant to Section 9 of the Plan. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee provided for hereunder with respect to the Plan and any Awards, and the authority of the Board to amend the Plan, shall extend beyond the termination of the Plan.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

EXHIBIT 10.2

PIPER JAFFRAY COMPANIES
AMENDED AND RESTATED
2003 ANNUAL AND LONG-TERM INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Name of Employee:			
No. of Shares Covered:		Date of Issuance:	May 15, 2008
Vesting Schedule pursuant to Section 2:			

Vesting Date(s)	No. of Shares Which Become Vested as of Such Date
Vesting Date (as defined below)	100%

This is a Restricted Stock Agreement ("Agreement") between Piper Jaffray Companies, a Delaware corporation (the "Company"), and the above-named employee of the Company (the "Employee").

Recitals

WHEREAS, the Company maintains the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan, as amended from time to time (the "Plan");

WHEREAS, the Board of Directors of the Company has appointed the Compensation Committee (the "Committee") with the authority to determine the awards to be granted under the Plan; and

WHEREAS, the Committee or its delegee has determined that the Employee is eligible to receive an award under the Plan in the form of restricted stock and has set the terms thereof;

NOW, THEREFORE, the Company hereby grants this award to the Employee under the terms set by the Committee as follows.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Terms and Conditions[*]

1. Grant of Restricted Stock.

(a) Subject to the terms and conditions of this Agreement, the Company has granted to the Employee the number of Shares specified at the beginning of this Agreement. These Shares are subject to the restrictions provided for in this Agreement and are referred to collectively as the "Restricted Shares" and each as a "Restricted Share."

(b) The Restricted Shares will be evidenced by a book entry made in the records of the Company's transfer agent in the name of the Employee (unless the Employee requests a certificate evidencing the Restricted Shares). All restrictions provided for in this Agreement will apply to each Restricted Share and to any other securities distributed with respect to that Restricted Share. Unless otherwise permitted by the Committee in accordance with the terms of the Plan, the Restricted Shares may not (until such Restricted Shares have vested in the Employee in accordance with all terms and conditions of this Agreement) be assigned or transferred other than by will or the laws of descent and distribution and shall not be subject to pledge, hypothecation, execution, attachment or similar process. Each Restricted Share will remain restricted and subject to forfeiture to the Company unless and until that Restricted Share has vested in the Employee in accordance with all of the terms and conditions of this Agreement. Each book entry (or stock certificate if requested by the Employee) evidencing any Restricted Share may contain such notations or legends and stock transfer instructions or limitations as may be determined or authorized by the Company in its sole discretion. If a certificate evidencing any Restricted Share is requested by the Employee, the Company may, in its sole discretion, retain custody of any such certificate throughout the period during which any restrictions are in effect and require, as a condition to issuing any such certificate, that the Employee tender to the Company a stock power duly executed in blank relating to such custody.

2. Vesting.

(a) If the Employee remains continuously employed (including during the continuance of any leave of absence as approved by the Company or an Affiliate) by the Company or an Affiliate, then the Restricted Shares will vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement. As used herein:

(i) "Vesting Date" means the date on which the Committee certifies that the Company has achieved Return on Average Adjusted Shareholders' Equity greater than or equal to 11.0% as of a particular Measurement Date, expected to be the date of the first regularly scheduled Committee meeting following the Target Achievement Date.

(ii) "Target Achievement Date" means the first Measurement Date as of which Return on Average Adjusted Shareholders' Equity is greater than or equal to 11.0% for the prior twelve-month period.

---

[*] Unless the context indicates otherwise, terms that are not defined in this Agreement shall have the meaning set forth in the Plan.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008

Powered by Morningstar® Document Research℠

(iii) “Measurement Date” means the last day of each calendar month, starting with May 31, 2009.

(iv) “Return on Average Adjusted Shareholders’ Equity” as of any Measurement Date means the quotient obtained by dividing (1) Annual Net Income by (2) Average Adjusted Shareholders’ Equity.

(v) “Annual Net Income” as of any Measurement Date means the Company’s net income from continuing operations for the twelve-month period then ended, determined in accordance with U.S. GAAP.

(vi) “Average Adjusted Shareholders’ Equity” as of any Measurement Date means the quotient obtained by dividing (1) the sum of Adjusted Shareholders’ Equity as of the last day of each calendar month for the preceding twelve months by (2) twelve.

(vii) “Adjusted Shareholders’ Equity” as of the last day of any calendar month means (1) the Company’s total shareholders’ equity as of such date, determined in accordance with U.S. GAAP, minus (2) Spin-off Goodwill as of such date.

(viii) “Spin-off Goodwill” as of the last day of any calendar month means the portion of the Company’s total shareholders’ equity as of such date that is goodwill attributable to the 1998 acquisition of the Company’s predecessor company, Piper Jaffray Companies Inc., and its subsidiaries by U.S. Bancorp and was allocated to the Company in connection with its spin-off from U.S. Bancorp in 2005, determined in accordance with U.S. GAAP.

(b) If the Employee’s employment by the Company or an Affiliate terminates because of the Employee’s death or long-term disability (as defined in the Company’s long-term disability plan, a “Disability”), then the unvested Restricted Shares will immediately vest in full.

(c) If the Employee’s employment by the Company or an Affiliate terminates as a result of a Severance Event (as defined in the Company’s Severance Plan and as determined in the sole discretion of the Company), then the unvested Restricted Shares will, as determined by the Committee and set forth in writing in a severance agreement, continue to vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement, so long as the Employee complies with the terms and conditions of the Severance Plan and the applicable severance agreement, including execution of a general release of all claims against the Company and any designated Affiliates and their respective agents, on a form provided by the Company for this purpose and within the timeframe designated by the Company, that becomes effective and enforceable.

(d) If the Employee’s employment with the Company or an Affiliate terminates for any reason other than due to the Employee’s death, Disability or as a result of a Severance Event (as set forth in paragraphs 2(b)-(c), above), then the Restricted Shares shall cease vesting and be forfeited in accordance with Section 4 of this Agreement.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(e) If the Target Achievement Date has not occurred on or before April 30, 2013, then the Restricted Shares shall cease vesting and be forfeited in accordance with Section 4 of this Agreement.

(f) If the Employee ceases to be a member of the Management Committee (or any successor management body) of the Company, but his employment with the Company or an Affiliate is not terminated, the Restricted Shares will continue to vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement; provided, however, that in such circumstance the Committee may in its sole discretion declare that the Restricted Shares, or any portion thereof, shall cease vesting and be forfeited in accordance with Section 4 of this Agreement.

(g) Notwithstanding any other provisions of this Agreement to the contrary, the Committee may in its sole discretion, declare at any time that the Restricted Shares, or any portion thereof, shall vest immediately or, to the extent they otherwise would be forfeited pursuant to the terms of this Agreement, shall vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement, or in such other numbers and on such other dates as are determined by the Committee to be in the interests of the Company as determined by the Committee in its sole discretion.

3. Lapse of Restrictions. Upon the vesting of any Restricted Shares, such vested Restricted Shares will no longer be subject to forfeiture as provided in Section 4 of this Agreement.

4. Forfeiture. If (i) the Employee attempts to pledge, encumber, assign, transfer or otherwise dispose of any of the Restricted Shares (except as permitted by Section 1(b) of this Agreement) or the Restricted Shares become subject to attachment or any similar involuntary process in violation of this Agreement, (ii) the Employee's employment with the Company or an Affiliate (A) terminates under the circumstances covered by Section 2(c) of the Agreement and either (1) the conditions or restrictions of such Section are not satisfied or (2) the conditions or restrictions of such Section are satisfied but the Employee subsequently violates any of them or (B) terminates under the circumstances covered by Section 2(d) of this Agreement, (iii) the Target Achievement Date has not occurred on or before April 30, 2013, (iv) the Committee exercises its discretion under the circumstances covered by Section 2(f) of this Agreement to declare that all or any portion of the Restricted Shares shall cease vesting and be forfeited, or (v) a Change in Control occurs, then any Restricted Shares that have not previously vested and do not vest pursuant to Section 5 of this Agreement shall be forfeited by the Employee to the Company, the Employee shall thereafter have no right, title or interest whatever in such Restricted Shares, and, if the Company does not have custody of any and all certificates representing Restricted Shares so forfeited, the Employee shall immediately return to the Company any and all certificates representing Restricted Shares so forfeited. Additionally, the Employee will deliver to the Company a stock power duly executed in blank relating to any and all certificates representing Restricted Shares forfeited to the Company in accordance with the previous sentence or, if such stock power has previously been tendered to the Company, the Company will be authorized to deem such previously tendered stock power delivered, and the Company will be authorized to cancel any and all certificates representing Restricted Shares so forfeited and to cause a book entry to be made in the records of the Company's transfer agent in the name of the Employee (or a new stock certificate to be issued, if requested by the Employee) evidencing

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

any Shares that vested prior to forfeiture. If the Restricted Shares are evidenced by a book entry made in the records of the Company's transfer agent, then the Company will be authorized to cause such book entry to be adjusted to reflect the number of Restricted Shares so forfeited.

5. Change in Control.

(a) If a Change in Control shall occur on a date (the "Change in Control Date") prior to the Committee Certification Date and after the Target Achievement Date, then all Restricted Shares shall vest in full on the Change in Control Date.

(b) If a Change in Control Date occurs prior to the Committee Certification Date and prior to the Target Achievement Date, then, subject to Section 5(c) hereof, the Restricted Shares shall vest (if at all) as follows on the Change in Control Date:

(i) If the Change in Control Date is on or before April 30, 2013, but after April 30, 2012, then 80% of the Restricted Shares shall vest in full.

(ii) If the Change in Control Date is on or before April 30, 2012, but after April 30, 2011, then 60% of the Restricted Shares shall vest in full.

(iii) If the Change in Control Date is on or before April 30, 2011, but after April 30, 2010, then 40% of the Restricted Shares shall vest in full.

(iv) If the Change in Control Date is on or before April 30, 2010, but after April 30, 2009, then 20% of the Restricted Shares shall vest in full.

(c) Notwithstanding any other provisions of this Agreement to the contrary, upon a Change in Control, the Committee may in its sole discretion determine the number of Restricted Shares that shall vest and/or be forfeited (including by adjusting the number of Restricted Shares that would otherwise vest and/or be forfeited pursuant to this Section 5).

(d) Upon a Change in Control, any Restricted Shares that have not previously vested and do not vest pursuant to this Section 5 shall cease vesting and be forfeited in accordance with Section 4 of this Agreement.

6. Stockholder Rights. As of the date of issuance specified at the beginning of this Agreement, the Employee shall have all of the rights of a stockholder of the Company with respect to the Restricted Shares, except as otherwise specifically provided in this Agreement.

7. Tax Withholding. The parties hereto recognize that the Company or an Affiliate may be obligated to withhold federal and state taxes or other taxes upon the vesting of the Restricted Shares, or, in the event that the Employee elects under Code Section 83(b) to report the receipt of the Restricted Shares as income in the year of receipt, upon the Employee's receipt of the Restricted Shares. The Employee agrees that, at such time, if the Company or an Affiliate is required to withhold such taxes, the Employee will promptly pay, in cash upon demand (or in any other manner permitted by the Committee in accordance with the terms of the Plan), to the Company or an Affiliate such amounts as shall be necessary to satisfy such obligation. The Employee further acknowledges that the Company has directed the Employee to seek independent

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which the Employee may reside, and the tax consequences of the Employee's death.

8. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. The book entry or certificate representing the Restricted Shares shall contain a notation or bear the following legend (as well as any notations or legends required by applicable state and federal corporate and securities laws) noting the existence of the restrictions and the Company's rights to reacquire the Restricted Shares set forth in this Agreement:

> "THE SHARES REPRESENTED BY THIS [BOOK ENTRY] [CERTIFICATE] MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF A RESTRICTED STOCK AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."

(b) Stop-Transfer Notices. The Employee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of the Restricted Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom the Restricted Shares shall have been so transferred.

9. Interpretation of This Agreement. All decisions and interpretations made by the Committee with regard to any question arising hereunder or under the Plan shall be binding and conclusive upon the Company and the Employee. If there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern.

10. Not Part of Employment Contract; Discontinuance of Employment. The Employee acknowledges that this Agreement awards restricted stock to the Employee, but does not impose any obligation on the Company to make any future grants or issue any future Awards to the Employee or otherwise continue the participation of the Employee under the Plan. This Agreement shall not give the Employee a right to continued employment with the Company or any Affiliate, and the Company or Affiliate employing the Employee may terminate his or her employment and otherwise deal with the Employee without regard to the effect it may have upon him or her under this Agreement.

11. Binding Effect. This Agreement shall be binding in all respects on the heirs, representatives, successors and assigns of the Employee.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

12. Choice of Law. This Agreement is entered into under the laws of the State of Delaware and shall be construed and interpreted thereunder (without regard to its conflict-of-law principles).

13. Entire Agreement. This Agreement and the Plan set forth the entire agreement and understanding of the parties hereto with respect to the issuance and sale of the Restricted Shares and the administration of the Plan and supersede all prior agreements, arrangements, plans, and understandings relating to the issuance and sale of the Restricted Shares and the administration of the Plan.

14. Amendment and Waiver. Except as provided in the Plan, this Agreement may be amended, waived, modified, or canceled only by a written instrument executed by the parties or, in the case of a waiver, by the party waiving compliance.

15. Acknowledgment of Receipt of Copy. By execution hereof, the Employee acknowledges having received a copy of the prospectus related to the Plan and instructions on how to access a copy of the Plan.

IN WITNESS WHEREOF, the Employee and the Company have executed this Agreement as of the date of issuance specified at the beginning of this Agreement.

EMPLOYEE

____

PIPER JAFFRAY COMPANIES

By __________________________

Its __________________________

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

EXHIBIT 10.3

PIPER JAFFRAY COMPANIES
AMENDED AND RESTATED
2003 ANNUAL AND LONG-TERM INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Name of Employee:	
No. of Shares Covered:	Date of Issuance: May 15, 2008
Vesting Schedule pursuant to Section 2:	

Vesting Date(s)	No. of Shares Which Become Vested as of Such Date
May 15, 2009	0%
May 15, 2010	25%
May 15, 2011	25%
May 15, 2012	25%
May 15, 2013	25%

This is a Restricted Stock Agreement ("Agreement") between Piper Jaffray Companies, a Delaware corporation (the "Company"), and the above-named employee of the Company (the "Employee").

Recitals

WHEREAS, the Company maintains the Piper Jaffray Companies Amended and Restated 2003 Annual and Long-Term Incentive Plan, as amended from time to time (the "Plan");

WHEREAS, the Board of Directors of the Company has appointed the Compensation Committee (the "Committee") with the authority to determine the awards to be granted under the Plan; and

WHEREAS, the Committee or its delegee has determined that the Employee is eligible to receive an award under the Plan in the form of restricted stock and has set the terms thereof;

NOW, THEREFORE, the Company hereby grants this award to the Employee under the terms set by the Committee as follows.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Terms and Conditions*

1. Grant of Restricted Stock.

(a) Subject to the terms and conditions of this Agreement, the Company has granted to the Employee the number of Shares specified at the beginning of this Agreement. These Shares are subject to the restrictions provided for in this Agreement and are referred to collectively as the “Restricted Shares” and each as a “Restricted Share.”

(b) The Restricted Shares will be evidenced by a book entry made in the records of the Company’s transfer agent in the name of the Employee (unless the Employee requests a certificate evidencing the Restricted Shares). All restrictions provided for in this Agreement will apply to each Restricted Share and to any other securities distributed with respect to that Restricted Share. Unless otherwise permitted by the Committee in accordance with the terms of the Plan, the Restricted Shares may not (until such Restricted Shares have vested in the Employee in accordance with all terms and conditions of this Agreement) be assigned or transferred other than by will or the laws of descent and distribution and shall not be subject to pledge, hypothecation, execution, attachment or similar process. Each Restricted Share will remain restricted and subject to forfeiture to the Company unless and until that Restricted Share has vested in the Employee in accordance with all of the terms and conditions of this Agreement. Each book entry (or stock certificate if requested by the Employee) evidencing any Restricted Share may contain such notations or legends and stock transfer instructions or limitations as may be determined or authorized by the Company in its sole discretion. If a certificate evidencing any Restricted Share is requested by the Employee, the Company may, in its sole discretion, retain custody of any such certificate throughout the period during which any restrictions are in effect and require, as a condition to issuing any such certificate, that the Employee tender to the Company a stock power duly executed in blank relating to such custody.

2. Vesting.

(a) If the Employee remains continuously employed (including during the continuance of any leave of absence as approved by the Company or an Affiliate) by the Company or an Affiliate, then the Restricted Shares will vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement.

(b) If the Employee’s employment by the Company or an Affiliate terminates because of the Employee’s death or long-term disability (as defined in the Company’s long-term disability plan, a “Disability”), then the unvested Restricted Shares will immediately vest in full.

(c) If the Employee’s employment by the Company or an Affiliate terminates as a result of a Severance Event (as defined in the Company’s Severance Plan and as determined in the sole discretion of the Company), then the unvested Restricted Shares will, as determined by the

* Unless the context indicates otherwise, terms that are not defined in this Agreement shall have the meaning set forth in the Plan.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Committee and set forth in writing in a severance agreement, continue to vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement, so long as the Employee complies with the terms and conditions of the Severance Plan and the applicable severance agreement, including execution of a general release of all claims against the Company and any designated Affiliates and their respective agents, on a form provided by the Company for this purpose and within the timeframe designated by the Company, that becomes effective and enforceable.

(d) If the Employee's employment with the Company or an Affiliate terminates for any reason other than due to the Employee's death, Disability or as a result of a Severance Event (as set forth in paragraphs 2(b)-(c), above), then the Restricted Shares shall cease vesting and be forfeited in accordance with Section 4 of this Agreement.

(e) Notwithstanding any other provisions of this Agreement to the contrary, the Committee may in its sole discretion, declare at any time that the Restricted Shares, or any portion thereof, shall vest immediately or, to the extent they otherwise would be forfeited pursuant to the terms of this Agreement, shall vest in the numbers and on the dates specified in the Vesting Schedule at the beginning of this Agreement, or in such other numbers and on such other dates as are determined by the Committee to be in the interests of the Company as determined by the Committee in its sole discretion.

3. Lapse of Restrictions. Upon the vesting of any Restricted Shares, such vested Restricted Shares will no longer be subject to forfeiture as provided in Section 4 of this Agreement.

4. Forfeiture. If (i) the Employee attempts to pledge, encumber, assign, transfer or otherwise dispose of any of the Restricted Shares (except as permitted by Section 1(b) of this Agreement) or the Restricted Shares become subject to attachment or any similar involuntary process in violation of this Agreement, or (ii) the Employee's employment with the Company or an Affiliate (A) is terminated for Cause, (B) terminates under the circumstances covered by Section 2(c) of the Agreement and either (1) the conditions or restrictions of such Section are not satisfied or (2) the conditions or restrictions of such Section are satisfied but the Employee subsequently violates any of them or (C) terminates under the circumstances covered by Section 2(d) of this Agreement, then, subject to Section 5 of this Agreement, any Restricted Shares that have not previously vested shall be forfeited by the Employee to the Company, the Employee shall thereafter have no right, title or interest whatever in such Restricted Shares, and, if the Company does not have custody of any and all certificates representing Restricted Shares so forfeited, the Employee shall immediately return to the Company any and all certificates representing Restricted Shares so forfeited. Additionally, the Employee will deliver to the Company a stock power duly executed in blank relating to any and all certificates representing Restricted Shares forfeited to the Company in accordance with the previous sentence or, if such stock power has previously been tendered to the Company, the Company will be authorized to deem such previously tendered stock power delivered, and the Company will be authorized to cancel any and all certificates representing Restricted Shares so forfeited and to cause a book entry to be made in the records of the Company's transfer agent in the name of the Employee (or a new stock certificate to be issued, if requested by the Employee) evidencing any Shares that vested prior to forfeiture. If the Restricted Shares are evidenced by a book entry made in the records of the Company's transfer agent, then the Company will be authorized to cause such book entry to be adjusted to reflect the number of Restricted Shares so forfeited. "Cause" means (i) the Employee's continued failure to substantially perform his or her duties with the Company or an Affiliate after written demand for substantial performance is

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

delivered to the Employee, (ii) the Employee's conviction of a crime (including misdemeanors) that, in the Company's determination, impairs the Employee's ability to perform his or her duties with the Company or an Affiliate, (iii) the Employee's violation of any policy of the Company or an Affiliate that the Company deems material, (iv) the Employee's violation of any securities law, rule or regulation that the Company deems material, (v) the Employee's engagement in conduct that, in the Company's determination, exposes the Company or an Affiliate to civil or regulatory liability or injury to their reputations, (vi) the Employee's engagement in conduct that would subject the Employee to statutory disqualification pursuant to Section 15(b) of the Exchange Act and the regulations promulgated thereunder, or (vii) the Employee's gross or willful misconduct, as determined by the Company.

5. Change in Control.

(a) If a Change in Control occurs at any time prior to the vesting or forfeiture of all remaining Restricted Shares pursuant to this Agreement, then Section 7(a) of the Plan shall not be applicable and instead one of the following shall occur:

(1) If, in connection with the Change in Control, Section 5(a)(2) is not applicable and this Award is continued by the Company or assumed or replaced by the successor entity in the Change in Control (or its parent) in the manner described below, then this Award (or the applicable replacement award) shall be governed by the terms of this Agreement (or the terms of the applicable replacement award agreement); provided, however, that if within one year after that Change in Control the Employee's employment with the Company and all Affiliates (or with any successor entity) is terminated by the employer for reasons other than Cause, then all remaining Restricted Shares (or all remaining unvested equity or other rights substituted therefore) subject to this Award (or any applicable replacement award) shall immediately vest.

(2) If, pending the Change in Control, the Committee determines that this Award will not continue after the Change in Control or that the successor entity (or its parent) will not agree to provide for the assumption or replacement of this Award with a comparable equity-based award covering shares of the successor entity (or its parent) as described below, then all remaining Restricted Shares subject to this Award shall vest and be settled immediately prior to the consummation of the Change in Control.

For purposes of this Section 5(a), this Award shall be considered assumed or replaced if, following the Change in Control, the Employee has received a comparable equity-based award that preserves the existing compensatory value of the Award at the time of the Change in Control and includes a vesting schedule that is the same as, or more favorable to the Employee than, the vesting schedule set forth at the beginning of this Agreement.

(b) Notwithstanding any other provisions of this Agreement to the contrary, upon a Change in Control, the Committee may in its sole discretion determine the number of Restricted Shares that shall vest and/or be forfeited.

6. Stockholder Rights. As of the date of issuance specified at the beginning of this Agreement, the Employee shall have all of the rights of a stockholder of the Company with respect to the Restricted Shares, except as otherwise specifically provided in this Agreement.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008

Powered by Morningstar® Document Research℠

7. Tax Withholding. The parties hereto recognize that the Company or an Affiliate may be obligated to withhold federal and state taxes or other taxes upon the vesting of the Restricted Shares, or, in the event that the Employee elects under Code Section 83(b) to report the receipt of the Restricted Shares as income in the year of receipt, upon the Employee's receipt of the Restricted Shares. The Employee agrees that, at such time, if the Company or an Affiliate is required to withhold such taxes, the Employee will promptly pay, in cash upon demand (or in any other manner permitted by the Committee in accordance with the terms of the Plan), to the Company or an Affiliate such amounts as shall be necessary to satisfy such obligation. The Employee further acknowledges that the Company has directed the Employee to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which the Employee may reside, and the tax consequences of the Employee's death.

8. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. The book entry or certificate representing the Restricted Shares shall contain a notation or bear the following legend (as well as any notations or legends required by applicable state and federal corporate and securities laws) noting the existence of the restrictions and the Company's rights to reacquire the Restricted Shares set forth in this Agreement:

> "THE SHARES REPRESENTED BY THIS [BOOK ENTRY] [CERTIFICATE] MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF A RESTRICTED STOCK AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."

(b) Stop-Transfer Notices. The Employee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of the Restricted Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom the Restricted Shares shall have been so transferred.

9. Interpretation of This Agreement. All decisions and interpretations made by the Committee with regard to any question arising hereunder or under the Plan shall be binding and conclusive upon the Company and the Employee. If there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern.

10. Not Part of Employment Contract; Discontinuance of Employment. The Employee acknowledges that this Agreement awards restricted stock to the Employee, but does not impose any obligation on the Company to make any future grants or issue any future Awards to the

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Employee or otherwise continue the participation of the Employee under the Plan. This Agreement shall not give the Employee a right to continued employment with the Company or any Affiliate, and the Company or Affiliate employing the Employee may terminate his or her employment and otherwise deal with the Employee without regard to the effect it may have upon him or her under this Agreement.

11. Binding Effect. This Agreement shall be binding in all respects on the heirs, representatives, successors and assigns of the Employee.

12. Choice of Law. This Agreement is entered into under the laws of the State of Delaware and shall be construed and interpreted thereunder (without regard to its conflict-of-law principles).

13. Entire Agreement. This Agreement and the Plan set forth the entire agreement and understanding of the parties hereto with respect to the issuance and sale of the Restricted Shares and the administration of the Plan and supersede all prior agreements, arrangements, plans, and understandings relating to the issuance and sale of the Restricted Shares and the administration of the Plan.

14. Amendment and Waiver. Except as provided in the Plan, this Agreement may be amended, waived, modified, or canceled only by a written instrument executed by the parties or, in the case of a waiver, by the party waiving compliance.

15. Acknowledgment of Receipt of Copy. By execution hereof, the Employee acknowledges having received a copy of the prospectus related to the Plan and instructions on how to access a copy of the Plan.

IN WITNESS WHEREOF, the Employee and the Company have executed this Agreement as of the date of issuance specified at the beginning of this Agreement.

EMPLOYEE

____

PIPER JAFFRAY COMPANIES

By ______________________________

Its ______________________________

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008

Powered by Morningstar® Document Research℠

EXHIBIT 10.4

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of July 3, 2007 by and among Goldbond Capital Holdings Limited (the "Company"), Piper Jaffray Companies ("Piper"), and Ko, Po Ming ("Executive").

BACKGROUND

A. Executive is a key employee of the Company. Piper is negotiating an Equity Purchase Agreement with the Company (the "Purchase Agreement"), by which it intends to purchase all shares of equity ownership in the Company and to continue operating the Company.

B. The Company wishes to continue the employment of Executive after the consummation and closing of the Purchase Agreement (the "Closing Date"), subject to the terms and conditions set forth herein. This Employment Agreement will become effective on the Closing Date and shall supersede any and all existing employment agreements entered into by the Company or any of its subsidiaries with Executive.

C. The Company expects Executive to devote substantial skill and effort to the affairs of the Company, and the Company desires to recognize the significant personal contribution that Executive is expected to continue to make to further the best interests of the Company.

D. It is desirable and in the best interests of the Company to protect confidential, proprietary and trade secret information of the Company, to prevent unfair competition by former executives of the Company following separation of their employment with the Company and to secure cooperation from former executives with respect to matters related to their employment with the Company.

AGREEMENT

In consideration of the foregoing premises and the respective agreements of the Company and Executive set forth below, the parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT. Executive's employment under this Agreement shall commence on the Closing Date and shall continue in effect until March 1, 2011, unless earlier terminated in accordance with Section 7 of this Agreement. Thereafter, this Agreement shall automatically terminate, unless extended by written agreement of the parties. The initial term of this Agreement, and any agreed-upon extension period, shall be referred to as the "Term" of this Agreement.

2. POSITION AND DUTIES. During Executive's employment under this Agreement, Executive will have the following position, duties and responsibilities, including participation in the planning or implementing of any project, program or venture referred to in Section 5:

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(a) Position with the Company. Executive will serve as Chairman & Chief Executive Officer of the Company and will perform such duties and responsibilities of an executive nature or a similar nature as the Company may assign to him from time to time.

(b) Performance of Duties and Responsibilities. Executive will serve the Company faithfully and to the best of Executive's ability and will devote Executive's full working time, attention, and efforts to the business of the Company. Executive will follow applicable policies and procedures adopted by the Company from time to time. Executive will not engage in other employment or other material business activity, except as approved in writing by the Company. Executive hereby represents and confirms that Executive is under no contractual or legal commitments that would prevent him from fulfilling Executive's duties and responsibilities as set forth in this Agreement.

(c) Place of Performance of Duties. Executive's employment shall be based at the Company's principal place of business in Hong Kong, but Executive will be required to travel outside Hong Kong from time to time in the performance of his duties.

3. COMPENSATION. During Executive's employment under this Agreement, Executive will be provided with the following compensation and benefits:

(a) Base Salary. The Company will pay to Executive for services provided hereunder a monthly base salary of HKD210,000.00**,** which base salary will be paid in accordance with the Company's normal payroll policies and procedures, and which shall be subject to adjustment if Executive has not worked a complete month for any particular month. The Company will review annually Executive's performance between December and February, and shall thereafter determine any adjustments to Executive's base salary in its sole discretion concurrent with Piper's annual determination of adjustments to the base salaries of similarly-situated executives.

(b) PRC Tax. The Company will be responsible for the payment of all tax in the People's Republic of China ("China") on the Executive's behalf payable in respect of Executive's remuneration to the extent that the remuneration is paid to Executive for duties performed pursuant to this Agreement in China.

(c) Incentive Compensation. Executive may be entitled to yearly incentive compensation at the discretion of the Company based on the performance of Piper, the Company, Executive's work unit and/or Executive. The Company shall notify Executive separately of any such incentive compensation.

(d) Employee Benefits. Executive will be entitled to participate in all employee benefit plans and programs available to executive employees of the Company in Hong Kong and to the extent that Executive meets the eligibility requirements for each individual plan or program. As from the Closing Date, the employee benefit plans in which Executive is entitled to participate, and the level of benefit under

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

the employee benefit plans, shall be as set out in **Attachment 1** to this Agreement. Executive's participation in any plan or program will be subject to the provisions, rules, and regulations of, or applicable to, the plan or program. The Company provides no assurance as to the continuation of any particular employee benefit plan or program.

(e) Paid Leave. Executive shall be entitled to **20** working days of paid leave per calendar year in addition to public holidays. Leave is to be taken at such times and intervals as may be agreed by the Company. Accumulation of leave shall be subject to the Company's policy regarding paid holiday time as amended from time to time.

(f) Business Expenses. The Company will reimburse Executive for all reasonable and necessary out-of-pocket business, travel, and entertainment expenses incurred by Executive in the performance of Executive's duties and responsibilities to the Company, subject to the Company's normal policies and procedures for expense verification and documentation.

4. CONFIDENTIAL INFORMATION. Except as authorized in writing by the Company or as necessary in carrying out Executive's responsibilities for the Company, Executive will not at any time divulge, furnish, or make accessible to anyone or use in any way, any confidential, proprietary, or secret knowledge or information of the Company or its clients that Executive has acquired or will acquire about the Company and its clients, whether developed by himself or by others, concerning (i) any trade secrets, (ii) any confidential, proprietary, or secret designs, programs, processes, formulae, plans, devices, or material (whether or not patented or patentable) directly or indirectly useful in any aspect of the business of the Company, (iii) any customer or supplier lists, (iv) any confidential, proprietary, or secret development or research work, (v) any strategic or other business, marketing, or sales plans, (vi) any financial data or plans, or (viii) any other confidential or proprietary information or secret aspects of the business of the Company or its clients. Executive acknowledges that the above-described knowledge and information constitute a unique and valuable asset of the Company and represent a substantial investment of time and expense by the Company, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company would be wrongful and would cause irreparable harm to the Company. Executive will refrain from intentionally committing any unauthorized acts that would materially reduce the confidential or proprietary nature of such knowledge or information to the Company. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, other than as a direct or indirect result of the breach by Executive of this Agreement, (ii) is independently made available to Executive in good faith by a third party who has not violated a confidential relationship with the Company, or (iii) is required to be disclosed by law or legal process. Executive understands and agrees that Executive's obligations under this Agreement to maintain the confidentiality of the Company's confidential information are in addition to any obligations of Executive under applicable statutory or common law.

5. VENTURES. If, during Executive's employment with the Company, Executive participates in the planning or implementing of any project, program, or venture involving the Company, such participation shall form part of the discharge of his duties and responsibilities under Section

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

2(b) and all rights in such project, program, or venture belong to the Company. Except as may be agreed in writing between the parties, Executive will not be entitled to any interest in any such project, program, or venture or to any commission, finder's fee, or any compensation other than provided in Section 3. Executive will have no interest, direct or indirect, in any customer or supplier that conducts business with the Company.

6. NONCOMPETITION AND NONSOLICITATION COVENANTS. In consideration of the Purchase Agreement, Executive agrees to the following:

(a) Agreement Not to Compete. During Executive's employment with the Company and for a period of twelve consecutive months from and after any termination of Executive's employment, regardless of whether such termination is at the instance of Executive or the Company, Executive will not, directly or indirectly, in any manner or capacity, become employed by, participate in (as director, stockholder, officer, partner, proprietor or venturer), render services to (including research or consulting services), or provide advice or assistance to any entity, person or organization that derives any portion of its revenues from one or more Prohibited Activities in the Restricted Area. "Prohibited Activities" means investment banking, securities brokerage, securities trading, sales trading, investment advisory, investment management, asset management, proprietary trading, or securities research activities, including, but not limited to, the business activities performed by any investment bank, sell-side broker dealer, mergers and acquisitions or strategic advisory firm, merchant bank, hedge fund, private equity firm, venture capital firm, asset manager and investment advisory firm. "Restricted Area" means the People's Republic of China (including Hong Kong Special Administrative Region and Macau Special Administrative Region), Taiwan and any location outside of the People's Republic of China and Taiwan in which Executive has performed service on behalf of the Company or its subsidiaries in the twelve months preceding Executive's last day of employment with the Company or its subsidiaries (as the case may be).

This Section 6(a) shall not, and shall not be construed to, prohibit Executive from:

(i) managing Executive's own personal investment portfolio following Executive's termination of employment with the Company;

(ii) ownership by Executive, as a passive investment, of less than 5% of the issued shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market;

(iii) accepting employment with an entity that derives a portion (not more than 25%) of its revenues from Prohibited Activities so long as employment is with an affiliate or division that does not derive any portion of its revenue from Prohibited Activities and Executive is not rendering any service of any kind to the affiliate or division that does derive revenue from Prohibited Activities; and

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(iv) in the event, and only in the event, that Executive's employment with the Company is terminated by the Company without Cause or by Executive with Good Reason, then Executive shall not be prohibited from becoming employed by, participating in (as director, stockbroker, officer, partner, proprietor or venturer), or rendering services (including research or consulting services) advice or assistance to, any entity, person or organization in any country that engages in asset management and/or private equity investment and/or venture capital investment and/or proprietary trading activities, so long as such entity, person or organization does not engage in any other Prohibited Activities.

(b) During Executive's employment with the Company and for a period of eighteen consecutive months from and after any termination of Executive's employment, regardless of whether such termination is at the instance of Executive or the Company, Executive will not hire or offer to hire or entice away or in any other manner persuade or attempt to persuade, either in an individual capacity or as agent for another, any of the officers, employees or agents of Piper, the Company, or any of their subsidiaries to discontinue their relationship with Piper, the Company, or any of their subsidiaries or divert or attempt to divert from Piper, the Company, or any of their subsidiaries any business whatsoever by influencing or attempting to influence any customer or client of Piper, the Company, or any of their subsidiaries who was at any time during the period of 36 months prior to the date of termination of the Executive's employment with the Company a customer or client of Piper, the Company or any of their subsidiaries.

(c) Severability. If the duration of, the scope of, or any business activity covered by, or any other parts of this Section 6 is held to be invalid or unenforceable, then such part shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining parts of this Section 6. Executive hereby acknowledges that this Section 6 will be construed so that its provisions are valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

(d) No Adequate Remedy at Law. Executive hereby acknowledges that the provisions of this Section 6 are reasonable and necessary to protect the legitimate interests of the Company and that any violation of this Section 6 by Executive will cause substantial and irreparable harm to the Company to such an extent that monetary damages alone would be an inadequate remedy therefor. Accordingly, in the event of any actual or threatened breach of any such provisions, the Company will, in addition to any other remedies it may have, be entitled to injunctive and other equitable relief to enforce such provisions, and such relief may be granted without the necessity of proving actual monetary damages.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008

Powered by Morningstar® Document Research℠

7. TERMINATION OF EMPLOYMENT.

(a) Executive's employment with the Company under this Agreement will terminate upon:

(i) Expiration of the Term;

(ii) The Company providing to Executive not less than one month's prior notice in writing of the termination of Executive's employment or payment of salary in lieu thereof;

(iii) Executive providing to the Company not less than one month's prior notice in writing of the termination of Executive's employment, provided that the Company may in such circumstances allow or demand Executive to terminate his employment immediately without remaining employed for the entire notice period;

(iv) Executive's failure to become or remain a licensed person under the Securities and Futures Ordinance, Cap. 571, Laws of Hong Kong for the regulated activities of the Company in respect of which Executive was employed;

(v) The Company providing to Executive immediate notice of Executive's termination to the extent allowed in accordance with Section 9(1) of the Employment Ordinance, Cap. 57, Laws of Hong Kong, or by Executive providing to the Company immediate notice to the extent allowed in accordance with section 10 of the Employment Ordinance, Cap. 57, Laws of Hong Kong;

(vi) Executive's Disability; or

(vii) Executive's death.

(b) The date upon which Executive's termination of employment with the Company is effective is the "Termination Date."

8. PAYMENTS UPON TERMINATION OF EMPLOYMENT.

(a) Termination Without Cause or For Good Reason. If prior to the expiration of the Term, Executive's employment with the Company is terminated (i) by the Company for any reason other than for Cause or (ii) by Executive for Good Reason, then, in addition to such base salary and incentive compensation that has been earned but not paid to Executive as of the Termination Date, the Company will pay to Executive severance pay in the aggregate amount equal to Executive's then-current annual base salary, payable in equal installments on the Company's regular payroll schedule over a twelve-month period following the Termination Date, less any payment of salary in lieu of notice made by the Company pursuant to Section 7(a)(ii).

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008
Powered by Morningstar® Document Research℠

(b) Other Termination. If prior to the expiration of the Term, Executive's employment with the Company is terminated by reason of:

(i) Executive's abandonment of Executive's employment or resignation for any reason other than Good Reason;

(ii) termination of Executive's employment by the Company for Cause; or

(iii) Executive's death or Disability,

then the Company will pay to Executive, or Executive's beneficiary or Executive's estate, as the case may be, such base salary and incentive compensation that has been earned but not paid to Executive as of the Termination Date.

(c) Cause. "Cause" hereunder means:

(i) Executive's commission of any act constituting a crime (including a misdemeanor) or guilty of *nolo contendre* plea with respect thereto that, in the Company's determination, affects Executive's fitness to perform his duties with the Company;

(ii) any intentional and/or willful act of fraud or dishonesty by Executive related to or connected with Executive's employment by the Company or otherwise likely to cause material harm to the Company or its reputation;

(iii) the willful and/or continued failure, neglect, or refusal by Executive to perform Executive's employment duties with the Company or to fulfill Executive's fiduciary responsibilities to the Company, which failure, neglect or refusal has not been cured by Executive within 15 days after written notice thereof to Executive from the Company;

(iv) a material violation by Executive of the Company's policies or codes of conduct;

(v) Executive's engagement in conduct that, in the Company's determination, exposes the firm to a real threat of or actual civil or regulatory liability, or to significant injury to its reputation;

(vi) Executive's failure to become or remain a licensed person under the Securities and Futures Ordinance, Cap. 571, Laws of Hong Kong for the regulated activities of the Company in respect of which Executive was employed; or

(vii) the willful and/or material breach of this Agreement by Executive.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(d) Disability. “Disability” hereunder means the inability of Executive to perform on a full-time basis the duties and responsibilities of Executive’s employment with the Company by reason of Executive’s illness or other physical or mental impairment or condition, if such inability continues for an uninterrupted period of 120 days or more during any 180-day period. A period of inability is “uninterrupted” unless and until Executive returns to full-time work for a continuous period of at least 30 days.

(e) Good Reason. “Good Reason” hereunder means:

(i) the assignment of Executive without Executive’s consent to a position with material responsibilities or duties of a lesser status or degree than Executives then-existing position with the Company;

(ii) the relocation of Executive’s principal office for Company business, without Executive’s consent, to a location outside Hong Kong; or

(iii) material breach by the Company of any terms or conditions of this Agreement, which breach has not been caused by Executive and which has not been cured by the Company within 15 days after written notice thereof to the Company from Executive; or

(iv) a sale or disposition of all or substantially all of the assets or equity interests of the Company to a person or entity other than Piper or a subsidiary or affiliate of Piper (excluding any change of control transaction resulting in the sale or disposition of all or substantially all of the assets or equity interests of Piper) (hereinafter “Change of Control”) provided that Executive terminates employment within twelve months following any such Change of Control.

(f) Other Obligations. In the event of termination of Executive’s employment, the sole obligation of the Company under this Agreement will be its obligation to make the payments called for by Sections 8(a) or 8(b) hereof, as the case may be, and the Company will have no other obligation to Executive or to Executive’s beneficiary or Executive’s estate, except as otherwise provided by law or by the terms of any employee benefit plans or programs, or of any incentive compensation or stock ownership plans, then maintained by the Company in which Executive participates.

(g) Conditions. Notwithstanding the foregoing provisions of this Section 8 and to the extent it is valid and enforceable under the laws of Hong Kong, the Company will not be obligated to make any payments to Executive under Section 8(a) hereof unless: Executive has signed a release of claims in favor of the Company and its affiliates and related entities, and their directors, officers, insurers, employees and agents, in a form prescribed by the Company; all applicable rescission periods provided by law for releases of claims shall have expired and Executive shall have signed and not rescinded the release of claims; and Executive is in strict compliance with the terms of this Agreement as of the dates of such payments.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

9. GOVERNING LAW. This Agreement and the relationship between the parties shall be governed by the laws of Hong Kong, without giving effect to choice-of-law principles. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force as of the date of this Agreement and as may be amended from time to time. The appointing authority shall be the Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at the Hong Kong International Arbitration Centre. There shall be three arbitrators. The language to be used in the arbitration proceedings shall be English. Any such arbitration shall be administered by the Hong Kong International Arbitration Centre in accordance with its Procedures for Arbitration in force as of the date of this Agreement and as may be amended from time to time. The parties agree that the arbitral award will be final and binding. Notwithstanding the foregoing, this Section 9 shall not preclude either party hereto from pursuing a court action for the sole purpose of obtaining an interlocutory injunction, a preliminary injunction, or other injunctive relief in circumstances in which such relief is appropriate. Each party consents to service of process in the manner and to the address for such party provided in Section 11(j).

10. OTHER POST-TERMINATION OBLIGATIONS.

(a) Immediately upon termination of Executive's employment with the Company for any reason, Executive will resign all positions then held as a director or officer of the Company and of any subsidiary, parent or affiliated entity of the Company.

(b) Upon termination of Executive's employment with the Company, Executive shall promptly deliver to the Company any and all Company records (including records relating to the Company's clients) and any and all Company property in Executive's possession or under Executive's control, including without limitation manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, printouts, computer disks, computer tapes, source codes, data, tables or calculations and all copies thereof, documents that in whole or in part contain any trade secrets or confidential, proprietary or other secret information of the Company and all copies thereof, and keys, access cards, access codes, passwords, credit cards, personal computers, telephones and other electronic equipment belonging to the Company.

(c) Following termination of Executive's employment with the Company for any reason, Executive will, upon reasonable request of the Company or its designee, cooperate with the Company in connection with the transition of Executive's duties and responsibilities for the Company, consult with the Company regarding business matters that Executive was directly and substantially involved with while employed by the Company, provided that such consultation does not unreasonably interfere with Executive's new employment or Executive's search for new employment; and be reasonably available, with or without subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities in connection with any litigation or investigation, with respect to matters that Executive then has or may have knowledge of by virtue of Executive's employment by or service to the

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

Company or any related entity, to the extent that doing so does not unreasonably interfere with Executive's new employment or search for new employment.

11. MISCELLANEOUS.

(a) Withholdings. The Company may withhold from any amounts payable under this Agreement such income and employment taxes and other withholdings as the Company shall determine are required to be withheld pursuant to any applicable law or regulation.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties relating to Executive's employment with the Company and supersedes all prior agreements and understandings with respect to such subject matter (including all existing employment agreements entered into by the Company with Executive), and the parties hereto have made no agreements, representations, or warranties relating to the subject matter of this Agreement that are not set forth herein.

(c) No Violation of Other Agreements. Executive hereby represents and agrees that neither (i) Executive's entering into this Agreement nor (ii) Executive's carrying out the provisions of this Agreement, will violate any other agreement (oral, written, or other) to which Executive is a party or by which Executive is bound.

(d) Assignment. This Agreement shall not be assignable, in whole or in part, by either party without the written consent of the other party, except that the Company may, without the consent of Executive, assign or second Executive to any subsidiary or affiliate of Piper ("Affiliate") to perform services hereunder on the same or substantially similar terms as under this Agreement. If the Affiliate is an entity in which Piper and/or its subsidiaries has at least a 50% ownership interest, such assignment shall be automatic and the Affiliate shall be deemed the "Company" for purposes of this Agreement. If the Affiliate is an entity in which Piper and/or its subsidiaries does not have at least a 50% ownership interest, then the Company, Executive, and the Affiliate, must enter into a novation agreement deeming the Affiliate to be the "Company" for purposes this Agreement before the Affiliate may assume the rights and obligations of the Company hereunder.

(e) Amendments. No amendment or modification of this Agreement will be effective unless made in writing and signed by the parties hereto.

(f) Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, and such counterparts executed and delivered, each as an original, will constitute but one and the same instrument.

(g) Severability. Subject to Section 6(c) hereof, to the extent that any portion of any provision of this Agreement is held invalid or unenforceable, it will be considered deleted herefrom and the remainder of such provision and of this Agreement will be unaffected and will continue in full force and effect.

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(h) Survival. The provisions of this Agreement that by their terms or implication extend beyond the Term shall survive the termination or expiration of the Term and termination of Executive's employment with the Company for any reason.

(i) Captions and Headings. The captions and paragraph headings used in this Agreement are for convenience of reference only and will not affect the construction or interpretation of this Agreement or any of the provisions hereof.

(j) Notices. Any notice, request, demand and other communication under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, (ii) on the day of transmission if sent by facsimile to the facsimile number given below, and electronic printed confirmation of receipt is obtained promptly after completion of transmission, (iii) on the second day after delivery to a reputable international courier. If the day on which a notice or other communication is deemed given under this Section 11(j) is not a business day, then such notice or other communication shall instead be deemed given on the next business day. Such notices, requests, demands, and other communications shall be addressed to the parties as follows:

(1) If to the Company:

Piper Jaffray Companies

800 Nicollet Mall, Suite 800
Minneapolis, MN 55402
United States of America
Attention: General Counsel
Fax: 612-303-8199

with a copy to:

Faegre & Benson LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
United States of America
Attention: Michael A. Stanchfield
Fax: 612-766-1600

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

(2) If to Executive:

Ko, Po Ming
Flat D1, 11F.
Block D, Evergreen Villa
43 Stubbs Road
Hong Kong

[SIGNATURE PAGE TO FOLLOW]

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

IN WITNESSS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed and delivered by	)	
	)	
As authorised representative for and on behalf of	)	
GOLDBOND CAPITAL HOLDINGS LIMITED	)	/s/ Ko Po Ming
in the presence of:	)	Title: Chairman and CEO
	)	

/s/ Wong Stacey Martin

Name: Wong Stacey Martin

Signed and delivered by	)	
	)	
KO, PO MING	)	/s/ Ko Po Ming
in the presence of:	)	
	)	

/s/ Wong Stacey Martin

Name: Wong Stacey Martin

Signed and delivered by	)	
	)	
As authorised representative for and on behalf of	)	
PIPER JAFFRAY COMPANIES	)	/s/ Andrew Duff
in the presence of:	)	Title: Chairman and CEO

/s/ Sara E. Gross Methner

Name: Sara E. Gross Methner

Source: PIPER JAFFRAY COMPANIES, 10-Q, August 01, 2008 Powered by Morningstar® Document Research℠

EXHIBIT 31.1

CERTIFICATIONS

I, Andrew S. Duff, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Piper Jaffray Companies;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2008

/s/ Andrew S. Duff
Andrew S. Duff
Chairman and Chief Executive Officer

Powered by Morningstar® Document Research℠

EXHIBIT 31.2

CERTIFICATIONS

I, Debbra L. Schoneman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Piper Jaffray Companies;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2008

/s/ Debbra L. Schoneman
Debbra L. Schoneman
Chief Financial Officer

Powered by Morningstar® Document Research℠

EXHIBIT 32.1

Certification Under Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned certifies that this periodic report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in this periodic report fairly presents, in all material respects, the financial condition and results of operations of Piper Jaffray Companies.

Dated: August 1, 2008

/s/ Andrew S. Duff
Andrew S. Duff
Chairman and Chief Executive Officer

/s/ Debbra L. Schoneman
Debbra L. Schoneman
Chief Financial Officer

Created by Morningstar® Document Research℠
http://documentresearch.morningstar.com