AGREEMENT FOR PRIME BROKERAGE CLEARANCE SERVICES

This Agreement sets forth the terms and conditions under which the Clearing Broker, Goldman Sachs Execution & Clearing, LP, its successors and assigns (the "Clearing Broker") will clear securities transactions for you (hereinafter, "Customer") with such broker-dealer as Customer may designate, from time to time, as Customer's prime broker ("Prime Broker"), provided that the Clearing Broker has entered into a Prime Brokerage Agreement with Customer's Prime Broker with respect to Customer's prime brokerage transactions (hereinafter referred to as "Prime Brokerage Transaction(s)").

For the avoidance of doubt, the Clearing Broker is either (i) an executing self-clearing firm or (ii) the clearing firm of an introducing broker acting as an executing broker.

1. ***Establishment of Account***

The Clearing Broker will clear Customer's Prime Brokerage Transactions in a broker-dealer credit account established in the name of Prime Broker and designated for Customer's benefit. On the settlement date for each Prime Brokerage Transaction, the Clearing Broker will deliver or receive Customer's securities to or from Prime Broker against payment in full by or to Prime Broker on Customer's behalf.

2. ***Customer Trades***

Customer hereby authorizes the Clearing Broker to inform Prime Broker on the OMGEO/DTC ID System, or any successor system, of all the details of each Prime Brokerage Transaction that Customer instructs to be cleared by the Clearing Broker for Customer's account, including, but not limited to, the contract amount, the security involved, the number of shares or number of units, and whether the transaction was a long, short or short exempt sale or a purchase (collectively, the "Trade Data"), and Customer hereby agrees to inform Prime Broker of the Trade Data on trade date by the time designated to Customer by Prime Broker. In the event of any discrepancy in the Trade Data reported to Prime Broker by Customer and the Trade Data reported to Prime Broker by the Clearing Broker, Customer shall be responsible for resolving such discrepancy promptly, and Customer shall be liable to the Clearing Broker for any loss, cost or expense sustained by the Clearing Broker arising out of such Prime Brokerage Transaction.

3. ***Applicable Law and Regulations***

All Prime Brokerage Transactions shall be subject to all applicable laws and the rules and regulations of all federal, state and self-regulatory agencies including, but not limited to, the Securities and Exchange Commission, all relevant securities and commodity exchanges, the Municipal Securities Rulemaking Board, the National Association of Securities Dealers, the Board of Governors of the Federal Reserve System, and the constitution, rules and customs of the exchange or market (and its clearing house, if any) where executed. In addition, all Prime Brokerage Transactions shall be performed in a manner not inconsistent with the SEC No-Action Letter dated January 25, 1994 relating to prime brokerage services, which was issued by the Division of Market Regulation and all amendments, modifications and supplements thereto (the "SEC Letter"), as the same may be amended, modified or supplemented from time to time.

4. ***Short, Short Exempt and Long Sales***

When placing any order to sell securities short, Customer is responsible for designating the order as such, and Customer hereby authorizes the Clearing Broker to mark the order as being "short" or "short exempt". In placing any long sell order, Customer will designate the order as such and hereby authorizes the Clearing Broker to mark the order as being "long." The designation of a sell order as being "long" shall constitute a representation by Customer that (i) Customer owns the security with respect to which the sale order has been placed and (ii) if Prime Broker does not have the security in its possession at the time Customer places the sell order, Customer shall deliver the security to Prime Broker by settlement date in good deliverable form and if Customer fails to deliver as such, pay to the Clearing Broker any losses and expenses it may incur or sustain as a result of Prime Broker's failure to settle any such Prime Brokerage Transaction on Customer's behalf. Customer further agrees to provide the Clearing Broker with information concerning any securities borrowing arrangements made by Customer and/or Prime Broker in connection with any short sales.

5. ***Customer Qualification***

(a) Customer shall be required to maintain in Customer's account with Prime Broker such minimum net equity in cash or securities as may be required, from time to time, by Prime Broker (the "Minimum Net Equity"), which shall in no event be less than the minimum net equity required by the

SEC Letter, as such requirement may be amended from time to time (initially: (i) $100,000 in cash or securities with a ready market, for trades executed on behalf of a customer account managed by an investment adviser registered under Section 203 of the Investment Advisors Act of 1940 (a "Registered Investment Adviser"), or (ii) $500,000 in cash or securities with a ready market for trades executed on behalf of an account not managed by a Registered Investment Advisor). Customer further understands that, in the event Customer's account falls below such Minimum Net Equity, Customer shall bring Customer's account into compliance in a timely fashion. Each time Customer enters an order with the Clearing Broker, Customer hereby represents that Customer shall be in compliance with such Minimum Net Equity or will notify the Clearing Broker otherwise.

(b) In the event that Prime Broker indicates its intention to disaffirm any trade, Customer hereby authorizes and instructs Prime Broker to provide to the Clearing Broker, upon the request of the Clearing Broker, the following information: (i) the account or accounts to which any of Customer's orders or trades relate; (ii) the instructions, if any, provided to Prime Broker regarding the allocation of any orders or trades to any sub-accounts; and (iii) information available to Prime Broker with respect to any net equity in the account. In addition, this Agreement will serve as further authorization and instruction to Prime Broker to furnish to the Clearing Broker in the event of a disaffirmance all such further and additional information concerning an account as the Clearing Broker shall request, provided that such authorization shall have been confirmed by Customer in a separate letter addressed and delivered to Prime Broker and the Clearing Broker. This paragraph shall remain in effect so long as this Agreement is in effect, shall survive the termination of this Agreement and shall apply to all orders and trades given by Customer to the Clearing Broker for clearance and settlement through Prime Broker. Customer hereby agrees to release and discharge Prime Broker from all responsibility and liability arising out of or incurred in connection with Prime Broker furnishing any information to the Clearing Broker pursuant to this paragraph.

6. ***Confirmations***

The Clearing Broker shall confirm the Trade Data to Prime Broker and shall issue a confirmation for each Prime Brokerage Transaction by the morning of the next business day after trade date. As used in this Agreement, the term Business Day means any day which is not a Saturday or Sunday on which The New York Stock Exchange, Inc. is open for business. Customer may direct the Clearing Broker to send confirmations to Customer in care of Prime Broker; the form of such directive may be obtained from the Clearing Broker and appended to this Agreement.

7. ***Customer's Settlement Obligation***

In the event Prime Broker indicates its intention not to settle, or fails to settle, any of Customer's Prime Brokerage Transactions, Customer shall be responsible and liable to the Clearing Broker for settling such Prime Brokerage Transaction directly with the Clearing Broker in a margin account that the Clearing Broker will open or has opened in Customer's name on its books in accordance with Regulation T of the Board of Governors of the Federal Reserve System. The Clearing Broker shall send Customer a new confirmation of the replacement transaction.

8. ***Discretionary Account***

If Customer's account is managed on a discretionary basis by an investment advisor, money manager or other person ("advisor"), Customer hereby acknowledges that Customer's Prime Brokerage Transactions may be commingled with those of other accounts of Customer's advisor ("sub-accounts"), according to Customer's advisor's instructions, for clearance by the Clearing Broker in a single bulk trade and for settlement in bulk with Prime Broker. Customer further acknowledges that in the event the Prime Broker indicates its intention not to settle or does not settle such bulk trade because of one or more sub-accounts receiving an allocation, the Clearing Broker will either cancel and re-bill the bulk trade to reflect the reduction of the securities which were originally allocated to the objectionable sub-accounts or, if permissible, execute a corrected allocation of the Prime Brokerage Transaction to sub-accounts in accordance with Customer's advisor's instructions. To facilitate such allocation, the Clearing Broker may open and carry an account in Customer's name on its books and Customer shall be solely responsible and liable to the Clearing Broker for settling such transaction directly with the Clearing Broker. Customer acknowledges that Customer's advisor may resubmit the bulk trade and execute a corrected allocation of the Prime Brokerage Transaction.

9. ***Fees and Charges***

Customer understands that the Clearing Broker may charge commissions and other fees for clearance or any other service furnished to Customer and Customer agrees to pay such commissions and fees at the Clearing Broker's then prevailing rates. Customer further understands that commissions and service fees may be changed from time to time, upon 30 days' prior written notice.

10. ***Restrictions on Account***

Customer understands that the Clearing Broker, in its sole discretion, may refuse to accept or execute Prime Brokerage Transactions on Customer's behalf or restrict or prohibit trading of securities in Customer's account(s) with the Clearing Broker, or refuse to clear Customer's securities transactions.

11. ***Default***

If (i) Customer fails to perform Customer's settlement obligations or in the event Prime Broker indicates its intention not to settle, or fails to settle, any of Customer's Prime Brokerage Transactions, as set forth in paragraph 7 of this Agreement, (ii) any representation made by or on behalf of Customer shall have been incorrect or untrue in any material respect when made, (iii) Customer shall have admitted Customer's inability to, or intention not to, perform any of Customer's obligations hereunder, (iv) Customer files a petition or other proceeding in bankruptcy, insolvency, or for the appointment of a receiver, or such a petition or proceeding is filed against Customer, (v) a levy of an attachment is made against Customer's account(s) with the Clearing Broker, (vi) Customer, if a natural person, dies or becomes mentally incompetent or, if an entity, dissolves, or (vii) Customer shall have otherwise breached the terms of this Agreement (any one being an "Event of Default"), the Clearing Broker shall have the right to sell, without prior notice to Customer, any and all property in which Customer has an interest held by or for the benefit of the Clearing Broker, to buy any property that may have been sold short, to cancel any outstanding transactions and/or to purchase or sell any other securities or other instruments to offset market risk, and Customer shall be liable to the Clearing Broker for all losses, costs and expenses caused by such Event of Default, together with interest earned thereon from the date of such Event of Default at the prime rate, until payment in full is received by the Clearing Broker.

12. ***Legally Binding***

Customer hereby agrees that this Agreement and all the terms hereof shall be binding upon the Customer and, if Customer is a natural person, upon Customer's estate, heirs, executors, administrators, personal representatives, and if Customer is an entity, upon Customer's successors and assigns. Customer agrees that all Prime Brokerage Transactions shall be for Customer's account(s) in accordance with Customer's oral or written instructions. Customer hereby waives any and all defenses that any such instruction was not in writing as may be required by the Statute of Frauds or any other similar law, rule or regulation.

13. ***Clearance Accounts***

In the event Customer's Prime Brokerage Transactions are executed by Customer's broker, who has introduced Customer's account to the Clearing Broker for clearance services only, Customer agrees that Customer's broker and its employees are third party beneficiaries of this Agreement, and that the terms and conditions hereof, including, but not limited to, the Arbitration and Telephone Conversations provisions, shall be applicable to all matters between or among any of Customer, Customer's broker and its employees, and the Clearing Broker and its employees.

14. ***Margin Account, Security Interest, Consent to Loan or Pledge Securities***

In the event Prime Broker fails to settle any of Customer's Prime Brokerage Transactions, the Clearing Broker shall open a margin account in Customer's name on its books in accordance with Regulation T of the Board of Governors of the Federal Reserve System, and the following terms shall apply:

(a) Customer hereby agrees to deposit and maintain such margin in Customer's margin account as the Clearing Broker may in its sole discretion require, and Customer agrees to pay immediately on demand any debit balance therein. Upon Customer's failure to pay, or at any time the Clearing Broker deems necessary for its protection, without prior demand, call or notice, the Clearing Broker shall be entitled to exercise all rights and remedies provided herein. Unless Customer advises us to the contrary, Customer represents that Customer is not an affiliate (as defined in Rule 144(a)(1) under the Securities Act of 1933) of the issuer of any security held in Customer's account.

(b) As security for the payment of Customer's obligations to the Clearing Broker, the Clearing Broker shall have a continuing security interest in all property in which Customer has an interest held by or for the benefit of the Clearing Broker and may, without prior notice to Customer, use, apply or transfer any such property. In the event of a breach or default under this Agreement, the Clearing Broker shall have all rights and remedies available to a secured creditor in addition to the rights and remedies provided herein.

(c) Within the limits of applicable law and regulations, Customer hereby authorizes the Clearing Broker to lend either to itself or to others any securities held by or for the benefit of the Clearing Broker in Customer's account, together with all attendant rights of ownership, and to use all such property as collateral for its general loans. Any such property, together with all attendant rights

of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other such property for any amounts due to the Clearing Broker thereon or for a greater sum, and the Clearing Broker shall have no obligation to retain a like amount of similar property in its possession and control.

(d) Customer hereby acknowledges receipt of the Clearing Broker's Truth-in-Lending disclosure statement. Customer understands that interest will be charged on any debit balances in Customer's account, in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to Customer. Any debit balance which is not paid at the close of an interest period will be added to the opening balance for the next interest period.

15. ***Amendment; Entire Agreement***

Customer agrees that the Clearing Broker may modify the terms of this Agreement at any time upon prior written notice. If such modifications are unacceptable to Customer, Customer must notify the Clearing Broker in writing within 30 days of the Clearing Broker's transmittal of such notice. Customer's account may then be terminated by the Clearing Broker, after which Customer agrees to remain liable to the Clearing Broker for all existing liabilities or obligations. Otherwise, this Agreement may not be waived or modified absent a written instrument signed by an authorized representative of the Clearing Broker. Except as set forth above, this Agreement represents the entire agreement and understanding between Customer and the Clearing Broker concerning the subject matter hereof.

16. ***Governing Law***

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of law principles thereof.

17. ***Assignability***

This Agreement and the rights and obligations arising out of the Prime Brokerage Transactions cleared pursuant hereto may not be assigned without the prior written consent of the other party, other than by the Clearing Broker as part of a general transfer of the Clearing Broker's business.

18. ***Severability***

If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement shall continue to remain in full force and effect.

19. ***Extraordinary Events***

The Clearing Broker shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, civil disturbances, terrorism, strikes natural calamities, acts or omissions of exchanges, specialists, markets, clearance organizations or information providers, delays in mails, delays or inaccuracies in the transmission of orders or information, governmental, exchange or self-regulatory organization laws, rules or actions or other conditions beyond its control that may delay the performance of the Clearing Broker's obligations hereunder.

20. ***Headings***

The headings of the provisions hereof are for descriptive purposes only and shall not modify or qualify any of the rights or obligations set forth in such provisions.

21. ***Telephone Conversations***

For the protection of both Customer and the Clearing Broker, and as a tool to correct misunderstandings, Customer hereby authorizes the Clearing Broker in its discretion and without prior notice to Customer or Customer's advisor, to monitor and/or record any or all telephone conversations between or among Customer, or Customer's advisor, the Clearing Broker and any of the Clearing Broker's employees or agents. Customer acknowledges that the Clearing Broker may determine not to make or keep such recordings and such determination shall not in any way affect any party's rights.

22. ***ARBITRATION; CONSENT TO JURISDICTION; SERVICE OF PROCESS.***

(a) THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT**

REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**
- **NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:**

(i) THE CLASS CERTIFICATION IS DENIED;
(ii) THE CLASS IS DECERTIFIED; OR
(iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

Customer agrees, and by agreeing to maintain an account in the name of Prime Broker and designated for Customer's benefit, the Clearing Broker agrees, that controversies arising between Customer and the Clearing Broker, its control person, predecessors, subsidiaries and affiliates and all respective successors, assigns and employees, whether arising prior to, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be held at the facilities and before an arbitration panel appointed by the New York Stock Exchange, Inc., The American Stock Exchange, Inc., or the National Association of Securities Dealers, Inc. (and only before such exchanges or association). Customer may elect one of the foregoing forums for arbitration, but if Customer fails to make such election by registered mail or telegram addressed to the Clearing Broker (or any other address of which Customer is advised in writing), before the expiration of ten days after receipt of a written request from the Clearing Broker to make such election, then the Clearing Broker may make such election. For any arbitration solely between Customer and a broker for which the Clearing Broker acts as clearing agent, such election shall be made by registered mail to such broker at its principal place of business. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

23. *Capacity to Contract; Customer Affiliation [applicable only if Customer is a natural person]*

Customer represents that he/she is of legal age and that, unless he/she has notified the Clearing Broker to the contrary, neither Customer nor any member of Customer's immediate family is an employee of any exchange or member thereof, an employee of the National Association of Securities Dealers, Inc. or a member thereof, an employee of any corporation, firm or individual engaged in the business of dealing, as broker or principal, in securities, options or futures, or an employee of any bank, trust company or insurance company.

24. Representations of an Investment Advisor, Money Manager or Other Person.

If this Agreement is executed by an investment advisor, money manager or other person on behalf of one or more Customers, by signing below, the undersigned advisor represents and covenants to the Clearing Broker that: (i) each time it executes an order on a Customer's behalf, such Customer is in compliance with the Minimum Net Equity or it shall notify the Clearing Broker otherwise; (ii) it shall not enter an order for a Customer in the event such Customer falls below the Minimum Net Equity; (iii) it will provide the Clearing Broker with each Customer's name, address and Tax I.D. Number to enable the Clearing Broker to open and maintain an account for each such Customer's benefit; (iv) the undersigned has sufficient knowledge of each Customer to make the representation set forth in paragraph 23 of this Agreement, if applicable; and (v) the undersigned has been duly authorized by each Customer to

execute this Agreement, to bind each such Customer to arbitration, to enter orders to effect Prime Brokerage Transactions, to execute a directive to the Clearing Broker regarding the mailing of confirmations, to disclose such financial information as the Clearing Broker deems necessary to effect such transactions and to take such other actions as are contemplated by this Agreement.

.

If this is a Joint Account, both parties must sign. Persons signing on behalf of others should indicate the titles or capacities in which they are signing.

By signing this Agreement Customer acknowledges or is deemed to acknowledge that this Agreement contains a pre-dispute arbitration clause at paragraph 22 on page 4.

This Agreement is dated as of _____, 200__

_____
(Typed or Printed Name)

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Signature)

_____

_____
Mailing Address

Accepted By:_____
(Clearing Broker)

Date: _____

Account No.:_____

Social Security # or Tax ID:_____

Agreement Governed by the laws of the State of New York.

Rev 3/08/06

G:\Updated Forms-2003\PBCA\PBCA FORM_J. Shin.doc

SCHEDULE

List of Managed Accounts Covered by Agreement for Prime Brokerage Clearance Services

Customer Name	Address	Tax ID No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX

INSTRUCTIONS TO THE CLEARING BROKER (THE "CLEARING BROKER") REGARDING THE MAILING OF CONFIRMATIONS

The undersigned customer has entered into an Agreement For Prime Brokerage Clearance Services (the "Agreement") with the Clearing Broker which provides, among other things, that Clearing Broker shall issue a confirmation for each transaction it executes or clears on behalf of the undersigned, unless the undersigned directs Clearing Broker, in writing, to send confirmations to the undersigned in care of the undersigned's prime broker.

The undersigned hereby requests that Clearing Broker, as executing broker or as clearing agents for an executing broker, send confirmations to the undersigned in care of the undersigned's prime broker. This instrument shall not be deemed to be either incorporated in or made a part of the Agreement.

The undersigned acknowledges that if its account is managed on a discretionary basis by an investment advisor or money manager, each confirmation may cover a single bulk trade representing transactions that have been commingled with those of other accounts of the undersigned's advisors.

By accepting these instructions, Clearing Broker hereby acknowledges that this instrument is not a condition for entering into the Agreement or the prime brokerage arrangement. Clearing Broker further agrees that it shall not charge differential fees based on whether an instruction such as this provided nor shall Clearing Broker otherwise create incentives for the undersigned to execute this instrument.

_____
(Type or Printed Name)

_____
(Signature)

Account No.:_____

_____
(Type or Printed Name)

_____
(Signature)

Social Security # or Tax ID:_____