

AGREEMENT FOR PRIME BROKERAGE CLEARANCE SERVICES

This Agreement sets forth the terms and conditions under which Deutsche Bank Securities Inc., its successors and assigns (the "Executing Broker") will accept your instructions to execute securities transactions for your account and clear such transactions through the facilities of Pershing LLC ("Pershing") pursuant to the fully disclosed clearing agreement between Executing Broker and Pershing with such broker-dealer as you may designate, from time to time, as your prime broker ("Prime Broker"), provided that Pershing has entered into a Prime Brokerage Agreement with such broker-dealer with respect to your prime brokerage transactions (hereinafter referred to as "Prime Brokerage Transaction(s)").

1. Establishment of Account

Executing Broker shall instruct Pershing to (i) clear your Prime Brokerage Transactions in a broker-dealer credit account established in the name of your Prime Broker and designated for your benefit and (ii) on the settlement date for each Prime Brokerage Transaction, deliver or receive your securities to or from your Prime Broker against payment in full by or to your Prime Broker on your behalf.

2. Customer Trades

You hereby authorize the Executing Broker to inform your Prime Broker on the OMGEO/DTC ID System, or any successor system, of all the details of each Prime Brokerage Transaction you instruct to be cleared by Pershing for your 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 or a purchase (collectively, the "Trade Data"), and you hereby agree to inform your Prime Broker of the Trade Data on trade date by the time designated to you by your Prime Broker. In the event of any discrepancy in the Trade Data reported to your Prime Broker by you and the Trade Data reported to your Prime Broker by the Executing Broker, you shall be responsible for resolving such discrepancy promptly, and you shall be liable to the Executing Broker for any loss, cost or expense sustained by the Executing Broker or Pershing 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 for your account, you are responsible for designating the order as such, and you hereby authorize the Executing Broker to mark the order as being "short" or "short exempt". In placing any long sell order, you will designate the order as

