



Dear Client:

We would like to take this opportunity to welcome you to Goldman, Sachs & Co.

All clients must complete **Sections A, B, E and F** of the attached New Account Application and Agreement For Entities. In addition, please complete the appropriate portions of Section C based on the products and services for which you are applying. Please return these sections (along with the additional documents described below) to us at the address that has been provided to you. You should also make a copy of these sections and retain them for your records. The remainder of the New Account Application and Agreement For Entities, as well as the Supplemental Documents, which are attached as a separate package, are for your records and do not have to be returned.

***IMPORTANT INFORMATION ABOUT PROCEDURES
FOR OPENING A NEW ACCOUNT***

In accordance with government regulations, financial institutions are required to obtain, verify, and record information that identifies each person or entity that opens an account.

What this means for you: When you open an account, we will ask for your name, address, government issued identification number and other information that will allow us to identify you. We may also require copies of documentation be provided to us. You will receive a separate communication from us that will detail additional documents that may be required.

Should you have any questions, please feel free to contact your representative directly.

Sincerely,

Goldman, Sachs & Co.

A. Entity Information (REQUIRED)

1. Name and Type of Entity Opening the Account:

Name of Entity		Account Number (for GS&Co. use only)						
Is Entity an unregistered pooled investment vehicle (i.e., a hedge fund)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is Entity a special purpose vehicle (regardless of legal structure)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is Entity a private equity fund (regardless of legal structure)? <input type="checkbox"/> Yes <input type="checkbox"/> No						
Type of Entity (check one of the following and fill in information, as applicable): <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership (please provide name(s) of general partner(s)):								
<table border="1"> <tr> <td>General Partner 1:</td> <td>General Partner 2:</td> </tr> <tr> <td>Type of Entity:</td> <td>Type of Entity:</td> </tr> <tr> <td>Country of Domicile (if not a natural person):</td> <td>Country of Domicile (if not a natural person):</td> </tr> </table>		General Partner 1:	General Partner 2:	Type of Entity:	Type of Entity:	Country of Domicile (if not a natural person):	Country of Domicile (if not a natural person):	
General Partner 1:	General Partner 2:							
Type of Entity:	Type of Entity:							
Country of Domicile (if not a natural person):	Country of Domicile (if not a natural person):							
<input type="checkbox"/> Trust (please provide name of trustee):								
<table border="1"> <tr> <td>Trustee:</td> </tr> <tr> <td>Type of Entity:</td> </tr> <tr> <td>Country of Domicile (if not a natural person):</td> </tr> </table>			Trustee:	Type of Entity:	Country of Domicile (if not a natural person):			
Trustee:								
Type of Entity:								
Country of Domicile (if not a natural person):								
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporate Retirement Plan e.g., pension, profit-sharing, 401(k) or other plan. <input type="checkbox"/> Foundation/Endowment – Trust <input type="checkbox"/> Foundation/Endowment – Corporate <input type="checkbox"/> Government/Government Entity (including a retirement plan) <input type="checkbox"/> Other (please specify): _____								
Check box if Entity is a Large Trader, as defined under Rule 13h-1 of the Securities Exchange Act of 1934, as amended (“Rule 13h-1”), that is exercising investment discretion (as defined in Rule 13h-1 in respect of securities transactions in this account ? <input type="checkbox"/>								
If checked provide large trader ID(s) (LTID) of the Entity applicable to this account including any suffixes. _____								
Are you Short-Marking Exempt ¹ ? <input type="checkbox"/> Yes <input type="checkbox"/> No								

¹ Certain accounts must be marked as “short-marking exempt” in accordance with amendments to order marking rules implemented by the Investment Industry Regulatory Organization of Canada (“IIROC”). Please refer to the Canadian Short Marking Exempt Disclosure Statement, in Section J of the Supplemental Documents for Entities, for a description of the “short-marking exempt” criteria.

A. Entity Information (REQUIRED)

2. Contact Information, Tax ID and Nature of Business:

Nature of Business (e.g., bank, broker-dealer, insurance co., hedge fund, etc.):		Entity is Organized under the Laws of (state/country):	
Tax Identification Number (or, for any Non-US Entity, any Government-Issued Identification Number):		Business Phone Number:	Fax Number:
Legal Address (used for tax reporting purposes; no P.O. Boxes, please):			
City	State/Province	Postal Code	Country

3. Mailing Address (if different):

Address			
City	State/Province	Postal Code	Country

4. Affiliation:

Is anyone with a controlling or beneficial interest in the Entity, or an immediate family member of any such person (spouse, brother, sister, parent, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law), a senior political figure, defined as a current or former senior official in the executive, legislative, administrative, military, or judicial branches of a government (whether elected or not), a senior official of a political party, a senior executive of a government-owned commercial enterprise, corporation, business or other entity formed by or for the benefit of such individual? Yes No

Does the Entity, or any of its principals:

- Have the ability to trade or make investment decisions for any other accounts at GS&Co.? Yes No
- Materially influence, directly or indirectly, the actions of any person who makes investment decisions? Yes No
- Hold an ownership interest of 10% or more in another account at GS&Co. or share in 10% or more of the profits and/or losses of another account at GS&Co.? Yes No
- Have common directors or management with any other account at GS&Co.? Yes No

If yes for any of the above, please list accounts and/or provide an explanation:

5. Financial Situation of Entity:

	Below \$1,000,000	\$1,000,000 to \$4,999,999	\$5,000,000 to \$9,999,999	\$10,000,000 to \$99,999,999	Over \$100,000,000
Annual Gross Income (from all sources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Net Liquid Assets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Net Worth (total assets minus total liabilities)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. ERISA and Employee Benefit Plan Information for Entity:

If Entity is a Corporate Retirement Plan (e.g., pension, profit sharing, 401(k) or other plan, is the plan subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986? Yes No

Other Retirement Plan (describe type): _____ Is the plan subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986? Yes No

Other Entity (e.g., corporation, partnership, trust, limited liability company), the assets of which constitute "plan assets" subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986 Yes No

A. Entity Information (REQUIRED)

7. Bearer Share Entity: This section must be completed by any new client that is a private investment vehicle (PIV), personal holding company (PHC), private corporation, Limited Liability Company (LLC), limited partnership, charity or foundation. A "Bearer Share Entity" is a corporation, which, pursuant to the laws of the jurisdiction in which it was organized, is permitted to issue shares in bearer form, meaning that the ownership interest in the corporate entity is not registered with the relevant regional authority, but rather resides with the person who physically possesses the share certificates.

a. Is the client a Bearer Share Entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. Is any entity that wholly or partially owns the client a Bearer Share Entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer is Yes, please indicate all entities in the client's ownership structure that are Bearer Share Entities below.		
If you answered "Yes" to Question a or b , prior to opening an account, for each Bearer Share Entity in the ownership structure, you must provide the following: <ul style="list-style-type: none">– organizational documents (e.g., articles of incorporation and/or memorandum of association);– the Share Register; and/or– Share Certificates		
If you answered "No" to Questions a and b and the client was organized in a Bearer Share Jurisdiction² , prior to opening an account, you must provide the following: <ul style="list-style-type: none">– client's organizational documents;– the Share Register; and/or– Share Certificates		
* Please note that Goldman Sachs may require additional documentation for Bearer Share Entities, depending upon a review of the information provided.		

8. Investment Objective:

<p>Entity must indicate its choice of investment objective based on the definitions of Capital Appreciation, Balanced and Conservative as defined below. PLEASE NOTE, THE ENTITY MUST CHOOSE ONE, AND ONLY ONE, OF THESE THREE INVESTMENT OBJECTIVES. GS&Co. cannot guarantee that any particular investment or investments generally will achieve the investment objective indicated below:</p> <p><input type="checkbox"/> Capital Appreciation — Account primarily seeks long-term capital appreciation. Account may also include some short term trading and margin (leverage). Entity is willing to assume a higher risk commensurate with its expected returns and understands that there is no guarantee that the investments, either individually or in the Account as a whole, will attain such returns.</p> <p><input type="checkbox"/> Speculative Investments — Please check this box if in seeking Capital Appreciation Entity wishes to make speculative investments, engage in opportunistic trades, including but not limited to uncovered option trading (both listed and over-the-counter), day trading and other short term trading, and purchase foreign exchange, commodities, futures and non-principal protected instruments. Entity understands and acknowledges that the foregoing investments involve a high degree of risk and is willing and able to bear the full risk of loss of principal invested in such investments. If Entity checks Speculative Investments it must also check Capital Appreciation as its investment objective.</p> <p><input type="checkbox"/> Balanced — Account primarily seeks long-term capital appreciation and current income. Account may also include a limited amount of short-term trading and margin (leverage). Entity is willing to assume moderate to high risk commensurate with its expected returns and understands that there is no guarantee that the investments, either individually or in the Account as a whole, will attain such returns.</p> <p><input type="checkbox"/> Conservative — Account primarily seeks current income and, secondarily, moderate capital appreciation. Entity is willing to assume low to moderate risk commensurate with its expected returns and understands that there is no guarantee that the investments, either individually or in the Account as a whole, will attain such returns.</p>

² Bearer Share Jurisdictions include: Antigua, Aruba, Austria, Bahamas, Belize, BVI, Cayman Islands, Cyprus, Liberia, Liechtenstein, Marshall Islands, Mauritius, Netherlands Antilles, Panama, Paraguay, Seychelles, Switzerland, United States (Nevada and Wyoming only), Uruguay, Vanuatu, and Western Samoa.

A. Entity Information (REQUIRED)

9. **Canadian Resident Clients:** If you are a Canadian resident, you may be deemed a Canadian client for the purposes of National Instrument 31-103 - Registration Requirements, Exemption and Ongoing Registrant Obligations ("NI 31-103"). Please complete the following information to satisfy the "know your client" requirements of NI 31-103.

Please check the appropriate box(es) below to confirm your status as a permitted client, as defined in NI 31-103 (Note: All dollar amounts are in Canadian dollars):

- (a) either
 - (i) a *Canadian financial institution*, which means (A) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or (B) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction in Canada;
 - (ii) or a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada)
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- (c) a *subsidiary* of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the *subsidiary*, except the voting securities required by law to be owned by *directors* of that *subsidiary*,
- (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;
- (e) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;
- (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- (g) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- (j) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;
- (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- (l) an investment fund if one or both of the following apply:
 - (i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;
 - (ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;
- (m) in respect of a dealer, a registered charity under the Income Tax Act (Canada) that obtains advice on the securities to be traded from an "eligibility adviser" (which means a person registered as an investment dealer and authorized to give advice with respect to the securities, and in Saskatchewan and Manitoba also includes certain lawyers and accountants, provided that certain conditions are met), or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- (n) in respect of an adviser, a registered charity under the Income Tax Act (Canada) that is advised by an eligibility adviser, as defined in section 1.1 of National Instrument 45-106 Prospectus and Registration Exemptions, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- (o) an individual who beneficially owns financial assets, as defined in section 1.1 of National Instrument 45-106 Prospectus and Registration Exemptions, having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5 million;
- (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction;
- (q) a person or company, other than an individual or an investment fund, that has net assets of at least \$25 million as shown on its most recently prepared financial statements; and
- (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) to (q).

B. Entity Type, Principal, and Beneficial Owner Information (REQUIRED)

ENTITY NAME: _____

To comply with the USA PATRIOT ACT and securities regulations, please complete the applicable sections on the next page on behalf of each principal/authorized person/beneficial owner set forth below. In addition, please complete the applicable sections on the next page on behalf of each person named in an authorized signatory list, if one is provided to us. GS&Co. may, from time to time, ask for additional information or for information about additional Account Principals, Authorized Persons and Beneficial Owners of the Entity. If your Account is managed by an intermediary (e.g., an adviser), we may require information on the intermediary.

(Please check the box next to the relevant Entity Type and complete the applicable sections on the next page.)

√	Entity Type	Principals/ Beneficial Owner(s)	Sections to be Completed
<input type="checkbox"/>	Bank (other than Central Banks)*	Senior officers and owners of 5% or more of entity, as applicable	I and II
<input type="checkbox"/>	Bank (Central or Monetary Authority)	Head of Central Bank/Monetary Authority	I
<input type="checkbox"/>	Broker/Dealers, Futures Commission Merchants, Investment Advisors	Senior officers, general partners, and owners of 5% or more of entity, as applicable	I and II
<input type="checkbox"/>	Charitable, Religious or Non-Profit Organization (regardless of legal structure)	Chairman of the board, senior officers, and owners of 5% or more of entity, as applicable	I
<input type="checkbox"/>	Foundation, Endowment (regardless of legal structure)	Senior officers, trustees, and grantor	I
<input type="checkbox"/>	Government Agency, Sovereign Agency, Municipality, Public Authority	Head of agency	I
<input type="checkbox"/>	Hedge Funds (regardless of legal structure)	Hedge fund manager, officers/directors and/or general partner/managing member, as applicable	I
<input type="checkbox"/>	Limited Liability Company	Manager and managing members	I
<input type="checkbox"/>	Mutual Fund	Officers and trading advisor	I
<input type="checkbox"/>	Partnership	General partner and managing general partner	I
<input type="checkbox"/>	Pension Plan (ERISA)		N/A
<input type="checkbox"/>	Pension Plan (non-ERISA)	Trustee and persons authorized to act in a fiduciary capacity	I
<input type="checkbox"/>	Private Equity Fund (regardless of legal structure)	Private equity fund manager, officers/directors and/or general partner/managing member, as applicable	I
<input type="checkbox"/>	Private Corporation (other than private investment vehicle/personal holding company)	Chairman of the board, senior officers, and owners of 5% of more of entity, as applicable	I and II
<input type="checkbox"/>	Private Investment Vehicles/Personal Holding Companies (regardless of legal structure)	All beneficial owners	II
<input type="checkbox"/>	Public Corporation Ticker Sym: _____	Chairman of the board and senior officers	I
<input type="checkbox"/>	Special Purpose Vehicle (regardless of legal structure)	Special purpose vehicle manager, officers/directors and/or general partner/managing member, as applicable	I
<input type="checkbox"/>	Trust- with a Corporate Trustee	Grantor/settlor, the trustees and beneficial owners of the trust assets (OR , if the Trustee is a recognized financial institution located in the US and regulated in the US, an AML certification from the corporate trustee)	I and II
<input type="checkbox"/>	Trust- with an Individual as a Trustee	Grantor/settlor, the trustees and beneficial owners of the trust assets	I and II
<input type="checkbox"/>	University, Hospital, HMOs (regardless of legal structure)	Chairman of the board, senior officers, and owners of 5% of more of entity, as applicable	I and II

*Non-U.S. banks must complete a "foreign bank certification"; if applicable, please contact your Goldman Sachs sales/marketing contact.

B. Entity Type, Principal, and Beneficial Owner Information (REQUIRED)

Section I: Principals

1.	_____ <i>Last Name</i>	_____ <i>First Name</i>	_____ <i>Middle Initial</i>
	_____ <i>Country of Domicile</i>	_____ <i>Job Title</i>	
2.	_____ <i>Last Name</i>	_____ <i>First Name</i>	_____ <i>Middle Initial</i>
	_____ <i>Country of Domicile</i>	_____ <i>Job Title</i>	
3.	_____ <i>Last Name</i>	_____ <i>First Name</i>	_____ <i>Middle Initial</i>
	_____ <i>Country of Domicile</i>	_____ <i>Job Title</i>	

Section II: Beneficial Owners

_____ <i>Last Name</i>	_____ <i>First Name</i>	_____ <i>Middle Initial</i>
_____ <i>Tax ID No. and Type</i>	_____ <i>Passport No./Driver's License No. and Country/State of Issuance</i>	_____ <i>Date of Birth</i>
_____ <i>Home Address: Street</i>	_____ <i>Home Address: City</i>	_____ <i>Home Address: State/Province</i>
_____ <i>Home Address: Country</i>	_____ <i>Home Address: Postal Code</i>	_____ <i>Telephone Number</i>
_____ <i>Source of Funds</i>	_____ <i>Line of Business</i>	
_____ <i>Source of Wealth (for private investment vehicles and Trusts only)</i>		
_____ <i>Last Name</i>	_____ <i>First Name</i>	_____ <i>Middle Initial</i>
_____ <i>Tax ID No. and Type</i>	_____ <i>Passport No. /Driver's License No. and Country/State of Issuance</i>	_____ <i>Date of Birth</i>
_____ <i>Home Address: Street</i>	_____ <i>Home Address: City</i>	_____ <i>Home Address: State/Province</i>
_____ <i>Home Address: Country</i>	_____ <i>Home Address: Postal Code</i>	_____ <i>Telephone Number</i>
_____ <i>Source of Funds</i>	_____ <i>Line of Business</i>	
_____ <i>Source of Wealth (for private investment vehicles and Trusts only)</i>		
_____ <i>Last Name</i>	_____ <i>First Name</i>	_____ <i>Middle Initial</i>
_____ <i>Tax ID No. and Type</i>	_____ <i>Passport No. /Driver's License No. and Country/State of Issuance</i>	_____ <i>Date of Birth</i>
_____ <i>Home Address: Street</i>	_____ <i>Home Address: City</i>	_____ <i>Home Address: State/Province</i>
_____ <i>Home Address: Country</i>	_____ <i>Home Address: Postal Code</i>	_____ <i>Telephone Number</i>
_____ <i>Source of Funds</i>	_____ <i>Line of Business</i>	
_____ <i>Source of Wealth (for private investment vehicles and Trusts only)</i>		

(Make additional copies of this page, if necessary)

C. Special Products and Services (OPTIONAL)

1. Margin Account

- The Entity hereby applies for a Margin Account.** In addition to other applicable agreements and supplements set forth herein, the Entity represents that it has received and read and understands the Margin Lending Disclosure Statement and the Margin Risk Disclosure Statement in the New Account Agreement and Supplemental Documents, and the Entity acknowledges that GS&Co. may use, rehypothecate or transfer securities and other property held in the Entity's Margin Account in accordance with the attached New Account Agreement. The Entity acknowledges and agrees that neither GS&Co. nor its affiliates have provided advice relating to the tax consequences of the Margin Account. By transacting in the Margin Account, the Entity and any fiduciary acting on its behalf agree that there is no applicable law, rule or regulation that would limit GS&Co.'s ability to exercise its rights in connection with the Margin Account.

2. Listed Options Transactions

The Entity hereby applies to trade listed options. In addition to other applicable agreements and supplements set forth herein, the Entity agrees to abide by the Statement on Options Position Limits / Exercise Procedures and Other Disclosures for U.S. Listed Options. By checking this box, the Entity represents that it has received, read and understood the Uncovered Option Disclosure Statement for U.S. Listed Options in the New Account Agreement and the current OCC options disclosure documents, including the material on the risks of buying and selling listed options and the exercise and settlement of listed options. If the Entity wants to engage in uncovered option transactions, it must have an annual income of over \$100,000 and a net worth of over \$250,000 or such other minimum amounts as may be required by GS&Co.

Entity plans to use the following options strategies:

- | | |
|--|---|
| <input type="checkbox"/> Covered Call Writing | <input type="checkbox"/> Spreading Calls and Puts |
| <input type="checkbox"/> Purchasing Calls and Puts | <input type="checkbox"/> Uncovered Call and Put Writing |

Entity plans to trade the following option products:

- | | |
|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Equity | <input type="checkbox"/> Index |
| <input type="checkbox"/> Other: _____ | |

3. GS&Co. to serve as the Entity's Prime Broker

- The Entity hereby applies for a Prime Brokerage Account.** In addition to other applicable agreements and supplements set forth herein, the Entity agrees to abide by the Prime Brokerage Supplement. The list of executing brokers below (or on an attached sheet) shall constitute the Entity's schedule of authorized executing brokers where the Entity maintains accounts. Upon establishing an account with another executing broker, the Entity agrees to immediately notify GS&Co. and provide GS&Co. with written updates of this list. If the Entity wants to use GS&Co. as its prime broker, it agrees to maintain such minimum net liquidating account balance as may be required by GS&Co. or any law, rule or regulation.

Name of Executing Broker: _____

Name of Executing Broker: _____

Address: _____

Address: _____

Operational Contact at Broker: _____

Operational Contact at Broker : _____

Account Name/Number: _____

Account Name/Number: _____

Executing Broker's Clearing Firm: _____

Executing Broker's Clearing Firm: _____

C. Special Products and Services (OPTIONAL)

4. Website Access and Consent to Electronic Delivery of Statements (check all that apply)

- The Entity hereby requests access to the GS&Co. website so that its employees and agents may view its account information and download it to the extent such access is available.** The Entity will provide GS&Co. with the name, address, e-mail address, phone number and type of access requested for each employee and agent. In addition to other applicable agreements and supplements set forth herein, Entity acknowledges that it has read and agrees to abide by the Electronic Access Agreement (or such other agreement that GS&Co. may require) and the Electronic Delivery Consent, which has important information regarding online viewing of account information. Entity understands that any restrictions it places on any of its employees and agents, now or anytime hereafter, to view less than all present and future accounts shall have no limitation on the employee's or agent's actual or apparent authority.
- The Entity hereby consents to electronic delivery of prospectuses, disclosure documents, account statements, confirmations, notices, communications, and other information from GS&Co. electronically when electronic delivery is available.** Entity agrees that it has read and agrees to the Electronic Delivery Consent, which has important information regarding electronic delivery of information. Electronic delivery of information may be accomplished by various methods, including, but not limited to, by posting such information on the GS&Co. website where it can be viewed and printed, by sending such information to the e-mail address, IP address, facsimile number or other electronic address specified below, or otherwise as specified in the Electronic Delivery Consent. Entity agrees to notify GS&Co. promptly in writing of any change in its e-mail address, IP address, facsimile number or other electronic address and understands that it may revoke this consent to electronic delivery at any time by notifying GS&Co. in accordance with the Electronic Delivery Consent.

Current e-mail address: _____

5. Disclosures to Issuers and Non-U.S. tax authorities (Please check one or both boxes below if you do NOT consent to the stated disclosure.)

Disclosure to Issuers. GS&Co. is required to disclose to an issuer the name, address, and position of its customers who are beneficial owners of that issuer's securities unless the customer objects. If the Entity objects, please check the box below.

- The Entity **OBJECTS** to disclosure to issuers.

Disclosure to Non-U.S. Taxation Authorities. Unless the Entity objects, GS&Co. may disclose certain information about the Entity to non-U.S. taxation authorities from time to time in an effort to reduce the Entity's withholding tax liability on certain non-U.S. source income payments. The information disclosed may consist of, among other things, the Entity's name, address, tax identification number, tax domicile and the quantity of the subject foreign security / securities the Entity may hold. Additionally, unless the Entity objects, the Entity agrees to cooperate with any request for additional information or documentation about the Entity by a non-U.S. Taxation Authority seeking to verify the eligibility for the reduced withholding rate. If the Entity objects, please check the box below.

- The Entity **OBJECTS** to disclosure to non-U.S. taxation authorities. The Entity acknowledges that by objecting it may subject itself to higher withholding tax liability on certain non-U.S. source income payments.

6. Foreign Currency Transactions

- The Entity hereby applies for approval to enter into foreign exchange spot, forward, and currency swap transactions, and options on such transactions.** In addition to other applicable agreements and supplements set forth herein, the Entity agrees to abide by the FX Trading Supplement. If the Entity will engage in foreign exchange and FX option transactions (other than spot transactions), Entity represents it is an "eligible contract participant" as defined in Section 1a(18) of the U.S. Commodity Exchange Act.

Please contact your GS&Co. sales representative for additional documentation if the Entity desires to engage in OTC options, futures or other derivative products, securities lending, repo activity or other products not listed above.

D. Third-Party Agent Authorization (OPTIONAL)

If the Entity is appointing a third party as its agent, please complete the following (this should not be completed for employees and if the third-party agent is an entity, the Entity may not limit its authorization for trading to specific individuals who act on behalf of the third-party agent, but must instead authorize the entity itself for trading):

The Entity hereby appoints and authorizes the third party (such as the investment manager of a hedge fund) listed below as its agent to do the following, as more fully described in, and in accordance with, the Third-Party Agent Supplement and Authorization (please check only **one** box):

Trade. To purchase, invest in, or otherwise acquire, exchange, transfer, borrow, lend, sell or otherwise dispose of and generally deal in and with, any and all forms of securities, security futures, swap agreements and/or security-based swap agreements, foreign currency, and all other products or transactions described in the Third-Party Agent Supplement and Authorization. (The Entity may not limit its authorization for trading to specific individuals who act on behalf of a third party agent, but must instead authorize the third party agent for trading.)

Trade and Broad Authority to Move Assets. To authorize the withdrawal of funds and securities from the Entity's Accounts, in addition to the authority to trade as defined above. (The Entity may not limit its authorization for trading to specific individuals who act on behalf of a third party agent, but must instead authorize the third party agent for trading.)

Name of Agent	Tax identification number (or, for any non-US Agent, any government issued identification number and Country of Issuance)	Date of Birth (if applicable)
Legal Address (no P.O. Boxes please)	Daytime Phone	Evening Phone
City, State, Country and Postal Code	Agent is Organized under the Laws of (State/Country):	Agent's Principal Place of Business (State/Country):
E-Mail Address (please specify if case sensitive)	Relationship to Client	
Check one of the following: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government Entity <input type="checkbox"/> Other (Please specify): _____		
Is Agent a United States registered broker-dealer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is Agent a United States registered investment advisor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Client is a corporate retirement plan or its assets are "plan assets:"		
<ul style="list-style-type: none"> Is Agent a "Qualified Professional Asset Manager" as defined in Department of Labor Prohibited Transaction Class Exemption 84-14, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No 		
Is Agent a Large Trader as defined under the Exchange Act Rule 13h-1? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If the Agent is a Large Trader, the Agent must provide its large trader ID(s) (LTID) applicable to this account including any suffixes: _____		

* ANY INDIVIDUAL THAT IS APPOINTED ABOVE AS AN AGENT MUST COMPLETE THE FOLLOWING:

How many years of experience does Agent have investing in the following options strategies?					How many years of experience does Agent have investing in stocks?			
Options Strategy	Years of Experience				<input type="checkbox"/> Less than 1 yr. <input type="checkbox"/> 1-5 yrs. <input type="checkbox"/> 6-10 yrs. <input type="checkbox"/> 10+ yrs.			
	Less than 1 yr.	1-5 yrs.	6-10 yrs.	10+ yrs.	How many years of experience does Agent have investing in bonds?			
Covered Writing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Less than 1 yr. <input type="checkbox"/> 1-5 yrs. <input type="checkbox"/> 6-10 yrs. <input type="checkbox"/> 10+ yrs.			
Buying Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Spreading Strategies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Signature of Entity

Print Name of Entity			
Signature of Authorized Signatory X	Date	Signature of <i>Additional</i> Authorized Signatory X	Date
Print Name of Authorized Signatory		Print Name of <i>Additional</i> Authorized Signatory	
Print Title of Authorized Signatory		Print Title of <i>Additional</i> Authorized Signatory	

Agent Signature

By signing below, the Agent hereby accepts its appointment as Agent for the above Entity, acknowledges that it has received the attached New Account Agreement (and all applicable Supplements) and agrees to be bound by the attached New Account Agreement and all applicable Supplements as well as the enclosed Supplemental Documents (which it hereby acknowledges receiving), which are incorporated by reference herein, including, without limitation, the Third-Party Agent Supplement and any disclosures and/or offering documents made available to Agent by GS&Co. Agent acknowledges that it may obtain any other applicable documents from Entity and that any requested documents will be provided promptly by Agent to GS&Co. Agent represents that the Agent Supplement, as amended from time to time, is Agent's legal, valid and binding obligation, enforceable against Agent in accordance with its terms. Agent represents to GS&Co. that all information provided in this Third-Party Agent Authorization or otherwise is accurate and complete and agrees to notify GS&Co. immediately of any changes to this information. Agent represents that it does not have a beneficial interest in Entity's Account. **A predispute arbitration clause is contained on page G-6 in Section 30 of the New Account Agreement and Agent hereby acknowledges receipt thereof.**

Print Name of Agent			
Signature of Authorized Signatory of Agent X	Date	Signature of <i>Additional</i> Authorized Signatory of Agent X	Date
Print Name of Authorized Signatory of Agent		Print Name of <i>Additional</i> Authorized Signatory of Agent	
Print Title of Authorized Signatory of Agent		Print Title of <i>Additional</i> Authorized Signatory of Agent	
Print Country of Domicile of Authorized Signatory of Agent		Print Country of Domicile of <i>Additional</i> Authorized Signatory of Agent	

E. Signature Page (SIGNATURE REQUIRED)

Terms and Conditions

By signing below, the Entity agrees to be bound by the attached New Account Agreement and all applicable Supplements as well as the enclosed Supplemental Documents (which it hereby acknowledges receiving), which are incorporated by reference herein, and represents to GS&Co., which representations shall be deemed to be repeated daily, that all information provided in this New Account Application and Agreement For Entities or otherwise is accurate and complete and the Entity agrees to notify GS&Co. immediately of any changes to this information or any documentation provided to GS&Co., including but not limited to Entity's partnership agreement, operating agreement, trust agreement or other organizational documents.

A predispute arbitration clause is contained on page G-6 in Section 30 of the New Account Agreement and the Entity hereby acknowledges receipt thereof.

Signature of Entity

Print Name of Entity			
Signature of Authorized Signatory	Date	Signature of <i>Additional</i> Signatory	Date
X		X	
Print Name of Authorized Signatory		Print Name of <i>Additional</i> Signatory	
Print Title of Authorized Signatory		Print Title of <i>Additional</i> Signatory	

For Goldman, Sachs & Co. use only

Registered Representative Receiving Account: _____

Accepted by: _____

Date: _____

Date: _____

F. Resolutions (complete this form of Resolutions if Entity is a Corporation or Limited Liability Company)

Instructions: The people authorized to act on behalf of the Entity (including the person that signs the New Account Agreement) should sign their names in the section entitled "First" under the **Resolved** portion of the Resolution. The end of the Resolution should be completed and signed by a different person who is acting as a witness that the people listed in the first **Resolved** section below have proper authority to act on behalf of the Entity.

I, the person identified at the end of these resolutions* and having the title specified next to my name, do hereby certify to Goldman, Sachs & Co. that the resolutions set forth below were duly adopted by the lawfully empowered governing body of the Entity on the date specified below, and that these resolutions have not been rescinded or modified and are now in full force and effect.

Resolved

First: That all officers, directors, employees and agents of the Entity having actual or apparent authority to act, including without limitation, the following named persons and their successors in office:

Print Name and Title
Signature X

Print Name and Title
Signature X

Print Name and Title
Signature X

Print Name and Title
Signature X

and each of them, are hereby authorized and empowered for and on behalf of the Entity to establish and maintain one or more accounts ("**Accounts**") with Goldman, Sachs & Co. as well as with any of its present and future affiliates, wheresoever in the world located (individually and collectively, "**GS**") for the purpose of purchasing, investing in, or otherwise acquiring, exchanging, transferring, borrowing, lending, selling or otherwise disposing of and generally dealing in and with, any and all forms of securities, security futures, swap agreements and/or security-based swap agreements and foreign currency, including, but not limited to, shares, stocks, listed or over-the-counter options and/or futures or options on futures, security futures contracts or options on security futures contracts, forwards, swaps, contracts for differences and any other listed or over-the-counter derivative contract, bonds, debentures, notes, commodities, scrip, evidences of indebtedness, participation certificates, mortgages, mortgage-backed and asset-backed securities, contracts, certificates of deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by certificate or otherwise and, entering into repurchase and reverse repurchase agreements and securities lending transactions, and secured loans (including entering into margin transactions and short sales, if a margin account for the Entity has been applied for and approved by GS).

Second: Each of these persons is hereby granted the fullest authority to act in the name and on behalf of the Entity with respect to each of the Accounts, including authority (without limiting the generality of the foregoing):

(1) To give instructions (whether in oral, written, electronic or other form) to GS with respect to the matters referred to above; (2) To bind the Entity to any contract, arrangement or transaction entered into with or through GS; (3) To pay to GS such sums as may be necessary in connection with

each Account; (4) To deposit securities, funds and other property of the Entity with GS and to grant security interests therein; (5) To order the transfer or delivery of any securities, funds or other property of the Entity to any person (including any of the above persons) and to order the transfer or record ownership of any securities or other property to any person (including any of the above persons) and in any name whatsoever; (6) To endorse any securities, stock powers or other instruments in order to pass title to securities or other property and to direct the sale, transfer, exchange or exercise of any rights with respect to any such securities or other property of the Entity; (7) To agree to any terms or conditions regarding each Account, to execute on behalf of the Entity (whether in paper, electronic or other form) any agreement, release, power of attorney, assignment or other document in connection with such Account and the property therein; (8) To direct GS to surrender securities to any party for the purpose of effecting any exchange or conversion or for any other purpose; (9) To withdraw and accept delivery of securities, funds and other property of the Entity; (10) To receive (whether in oral, written, electronic or other form) confirmations, statements of account, notices, demands and other documents relating to each Account on behalf of the Entity; (11) To appoint any other person to do any and all things which any of the above persons is hereby empowered to do; and (12) Generally to do and take all action in connection with each Account which is deemed necessary or desirable by any of the above persons with respect thereto and GS may deal with each of the above persons as though they were dealing with the Entity directly.

Third: That the authority of each of these persons, their delegates, and their successors in office shall continue until a managing director of GS shall receive from the Entity, and have a reasonable time to act on, a written notice of the revocation thereof.

Fourth: That the proper person* of the Entity is hereby authorized and directed to certify to GS (in writing or otherwise):

(1) A true copy of these resolutions; (2) Specimen signatures of the persons specifically listed above; (3) A certificate that the Entity is duly organized and existing, that these resolutions are in conformity with the provisions of the charter and bylaws or, if applicable, the memoranda and articles of association or other constituent documents of the Entity and within its lawful powers and that no limitation has been imposed on such powers by the constituent documents of the Entity, by applicable law or otherwise; and (4) Any changes in the office or powers or persons hereby empowered, which notification, when received with reasonable time to act on it, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Strike out the entire next paragraph if all Accounts are to be cash accounts only, with no margin transactions permitted.

Fifth: That in addition to the foregoing powers, each of said persons is hereby granted the fullest authority to establish and maintain margin accounts with GS; to sell (including short), loan, pledge, or grant a security interest in any and all forms of securities and other property on behalf of the Entity; to borrow money, securities and other property from or through GS or others and to secure repayment thereof with the property of the Entity; and, to agree to any terms or conditions regarding the foregoing and to execute on behalf of the Entity any agreement, release, power of attorney, assignment or other document relating thereto.

Please affix seal here or check the box below if no seal is available.

No seal is available

I Hereby Certify as Set Forth Above:

Print Name of Entity	
Date Resolution Adopted by Entity	
Signature of Authorized Signatory Certifying the Resolutions X	Date Signed
Print Name and Title of Authorized Signatory Certifying the Resolutions	

* The above certification should be signed by an authorized person (for example, a corporate secretary) who is not the person executing the New Account Agreement.

F. Partnership Authorization (complete this form of Authorization if Entity is any form of Partnership)

Instructions: The people authorized to act on behalf of the Entity (including the person that signs the New Account Agreement) should sign their names in the section entitled "First" below. The end of the Authorization should be completed and signed by all the general partners of the Entity.

I/We, the General Partner(s) of the Entity identified at the end of this Authorization, do hereby represent to Goldman, Sachs & Co. as follows:

First: That all general partners, officers, if any, employees and agents of the Entity having actual or apparent authority to act, including without limitation, the following named persons and their successors in office:

Print Name and Title
Signature X

Print Name and Title
Signature X

Print Name and Title
Signature X

Print Name and Title
Signature X

and each of them, are hereby authorized and empowered for and on behalf of the Entity to establish and maintain one or more accounts ("Accounts") with Goldman, Sachs & Co. as well as with any of its present and future affiliates, wheresoever in the world located (individually and collectively, "GS") for the purpose of purchasing, investing in, or otherwise acquiring, exchanging, transferring, borrowing, lending, selling or otherwise disposing of and generally dealing in and with, any and all forms of securities, security futures, swap agreements and/or security-based swap agreements and foreign currency, including, but not limited to, shares, stocks, listed or over-the-counter options and/or futures or options on futures, security futures contracts or options on security futures contracts, forwards, swaps, contracts for differences and any other listed or over-the-counter derivative contract, bonds, debentures, notes, commodities, scrip, evidences of indebtedness, participation certificates, mortgages, mortgage-backed and asset-backed securities, contracts, certificates of deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by certificate or otherwise and, entering into repurchase and reverse repurchase agreements and securities lending transactions, and secured loans (including entering into margin transactions and short sales, if a margin account for the Entity has been applied for and approved by GS).

Second: Each of these persons is hereby granted the fullest authority to act in the name and on behalf of the Entity with respect to each of the Accounts, including authority (without limiting the generality of the foregoing):

(1) To give instructions (whether in oral, written, electronic or other form) to GS with respect to the matters referred to above; (2) To bind the Entity to any contract, arrangement or transaction entered into with or through GS; (3) To pay to GS such sums as may be necessary in connection with each Account; (4) To deposit securities, funds and other property of the Entity with GS and to grant security interests therein; (5) To order the transfer or delivery of any securities, funds or other property of the Entity to any person (including any of the above persons) and to order the transfer or record ownership of any securities or other property to any person (including any of the above persons) and in any name whatsoever; (6) To endorse any securities, stock powers or other instruments in order to pass title to securities or other property and to direct the sale, transfer, exchange or exercise of any rights with respect to any such securities or other property of the Entity; (7) To agree to any terms or conditions regarding each Account, to execute on behalf of the Entity (whether in paper, electronic or other form) any agreement, release, power of attorney, assignment or other document in connection with such Account and the property therein; (8) To direct GS to surrender securities to any party for the purpose of effecting any exchange or

conversion or for any other purpose; (9) To withdraw and accept delivery of securities, funds and other property of the Entity; (10) To receive (whether in oral, written, electronic or other form) confirmations, statements of account, notices, demands and other documents relating to each Account on behalf of the Entity; (11) To appoint any other person to do any and all things which any of the above persons is hereby empowered to do; and (12) Generally to do and take all action in connection with each Account which is deemed necessary or desirable by any of the above persons with respect thereto and GS may deal with each of the above persons as though they were dealing with the Entity directly.

Third: That the authority of each of these persons, their delegates, and their successors in office shall continue until a managing director of GS shall receive from the Entity, and have a reasonable time to act on, a written notice of the revocation thereof.

Fourth: That this Authorization is in conformity with the provisions of partnership agreement or other constituent documents of the Entity and within its lawful powers and that no limitation has been imposed on such powers by the constituent documents of the Entity, by applicable law or otherwise; and that any changes in the office or powers or persons hereby empowered, which notification, when received with reasonable time to act on it, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Strike out the entire next paragraph if all Accounts are to be cash accounts only, with no margin transactions permitted.

Fifth: That in addition to the foregoing powers, each of said persons is hereby granted the fullest authority to establish and maintain margin accounts with GS; to sell (including short), loan, pledge, or grant a security interest in any and all forms of securities and other property on behalf of the Entity; to borrow money, securities and other property from or through GS or others and to secure repayment thereof with the property of the Entity; and, to agree to any terms or conditions regarding the foregoing and to execute on behalf of the Entity any agreement, release, power of attorney, assignment or other document relating thereto.

I/We Hereby Certify as Set Forth Above (all General Partners must sign):

Print Name of Entity

Print Name and Title of General Partner #1	
Signature of Authorized Signatory of General Partner #1 X	Date
Print Name and Title of General Partner #2	
Signature of Authorized Signatory of General Partner #2 X	Date
Print Name and Title of General Partner #3	
Signature of Authorized Signatory of General Partner #3 X	Date

G. New Account Agreement

This agreement ("New Account Agreement") sets forth the respective rights and obligations of Goldman Sachs and the legal entity identified in the New Account Application ("Client") in connection with Client's Account. As used herein, the term "Account" refers to each and every account (cash, margin or otherwise) that GS&Co. has established in Client's name, or in Client's name together with others, now or in the future. The term "GS" or "Goldman Sachs" refers, collectively and individually, to Goldman, Sachs & Co. ("GS&Co."), its present and future affiliates, and their respective partners, officers, directors, employees and agents.

Both the New Account Agreement and any applicable Supplements are subject to GS&Co.'s approval. GS&Co. and Client hereby agree to the following with respect to any of Client's Accounts with GS&Co. and all transactions conducted in such Accounts.

1. Ownership. Client represents that no one except Client has a direct beneficial interest in Client's Account unless such interest is revealed in the title of such Account or is otherwise disclosed to GS&Co. in writing and in any such case, Client has the interest indicated in such title. Client warrants it will inform GS&Co. of any changes in the information supplied to GS&Co. in connection with the establishment and maintenance of an Account for Client. Client agrees that all securities and other property held for the Account and the proceeds thereof shall be held for the Account in the manner indicated in the Account title, with all the legal and equitable rights of every nature and kind, and subject to all the obligations and conditions, that such form of ownership imposes. As used herein, the term "securities and/or other property" shall include all funds, securities and other property currently in or in the future held, carried or maintained by GS, or in the possession or control of GS, on account of, on behalf of, or for the benefit of Client, or in or for any of Client's current or future accounts, and regardless of the purpose for which the securities and other property are so held, carried, maintained, possessed or controlled.

2. Exchange or Market. Client's Account and transactions effected and/or executed through the Account will be subject to and shall be in accordance with the rules and customs of any applicable national securities exchange, electronic communication network, national securities association, alternative trading system, contract market, derivatives transaction execution facility or other exchange or market (domestic or foreign) (each an "Exchange" and collectively "Exchanges") and their respective clearing houses, as well as any applicable self-regulatory organization, if any, where the transactions are executed, or that otherwise apply to Client's Account or transactions, and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto, and Client agrees to use the Account only in accordance with such rules, customs, laws and regulations. Client understands that the Exchanges have the right to break any executed transaction on various grounds, including if the executed transaction was, in their opinion, "clearly erroneous", and GS will not be liable for such broken transactions.

3. General Lien: Delivery of Collateral. Client hereby grants to GS a first priority perfected security interest in, and right of setoff against, all securities and other property, and the proceeds thereof, and all obligations, whether or not due, which are held, carried or maintained by GS or in the possession or control of GS or which are, or may become, due to Client (either individually or jointly with others or in which Client has any interest) and all rights Client may have against GS (including all Client's rights, title or interest in, to or under, any agreement or contract with GS) as security for the performance of all Client's obligations to GS. Client shall execute such documents and take such other action as GS shall reasonably request in order to perfect GS's rights with respect to any such securities and other property. In addition, Client appoints GS as Client's attorney-in-fact to act on Client's behalf to sign, seal, execute and deliver all documents, and do all acts, as may be required, or as GS shall determine to be advisable, to perfect the security interests created hereunder in, to provide for GS control of, or to realize upon any rights of GS in, any or all of the securities and other property. Client further agrees that GS may, in its discretion at any time and from time to time, require Client to deliver collateral to margin and secure Client's performance of any obligations to GS. Such collateral shall be delivered, upon demand, in such amount and form and to such account or recipient as GS shall specify. GS may, in its discretion and without notice to Client, deduct any amounts from Client's Account and apply or transfer any of Client's securities and other property interchangeably between any accounts in which Client has an interest, each of which constitutes unconditional security for all obligations of Client. With respect to securities and other property pledged principally to secure obligations under an agreement with GS, GS shall have the right, but in no event the obligation, to apply all or any portion of such securities or other property to Client's obligations to GS under any other agreement. Under no circumstances shall any securities or other property pledged principally to secure obligations to GS under an agreement with Client be required to be applied or transferred to secure other obligations to GS or to be released if GS determines that subsequent to such transfer GS would be

undersecured with respect to any obligations of Client (whether or not contingent or matured). GS is hereby authorized without further consent of Client to extend financing from time to time to Client under any agreement between GS and Client in its discretion and to use the proceeds of such financing to repay any financing by GS to Client under another agreement between GS and Client. Client acknowledges that GS&Co. and its present and future affiliates act as agents for each other in respect of the assets subject to the security interest as described above and that GS&Co. and each such affiliate shall comply with any entitlement orders or instructions originated by any of them with respect to such assets or distribute any value in respect of any such assets at the direction of any of them, in each case without any further consent of Client. For purposes of Articles 8 and 9 of the New York Uniform Commercial Code ("UCC"), to the extent that Client has any control with respect to any such assets, upon the occurrence of a Close-Out Event as defined below, Client shall no longer have any control over such assets. GS&Co. and each such affiliate and Client agree that all such assets credited to any securities account maintained on the books of GS&Co. or any such affiliate shall be treated as a financial asset for purposes of the UCC. GS&Co. and each such affiliate hereby notify each other of, and each of them acknowledges, the first priority perfected security interest granted by Client hereunder. Client (and each person acting on Client's behalf) agrees that any assets pledged as collateral by Client in connection with any transaction entered into under this New Account Agreement will not constitute "plan assets" under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986 (the "Code").

4. Payment and Settlement. Client agrees to pay on demand all balances (including accrued but unpaid interest thereon) and any other obligations owing with respect to Client's Account. Client agrees that all cash account transactions will be handled on a cash basis and Client shall pay for any security purchased for Client's cash account, and deliver any securities sold for Client's cash account, on or before the settlement date. Client warrants that for all cash accounts, no sale of securities is contemplated before the securities are paid for as provided above and that each item sold will be owned by Client at the time of sale.

5. Default. If Client defaults in the performance of any obligation under any transaction or agreement with GS, or becomes bankrupt, insolvent or subject to any voluntary or involuntary bankruptcy, reorganization, insolvency or similar proceeding, if the security interest hereunder is not or ceases to be a first priority perfected security interest, or if for any reason GS deems it advisable for its protection (each a "Close-Out Event"), GS may, without notice or demand to Client, and at such times and places as GS may determine, cancel, terminate, accelerate, liquidate and/or close-out any or all transactions and agreements between Client and GS, sell or otherwise transfer any securities or other property which GS may hold for Client or which is due to Client (either individually or jointly with others) and apply the proceeds to the discharge of Client's obligations, set-off, net and recoup any obligations (whether physical or financial and whether or not then due) to Client against any obligations (whether physical or financial and whether or not then due) to GS, exercise all rights and remedies of a secured creditor in respect of all collateral in which GS has a security interest under the UCC (whether or not the UCC is otherwise applicable in the relevant jurisdiction) or right of set-off, cover any open positions of Client (by buying in or borrowing securities or otherwise) and take such other actions as GS deems appropriate, *provided* that if applicable law would stay or otherwise impair the ability of GS to take any such action upon any such bankruptcy, reorganization, insolvency or similar proceeding, GS will be deemed to have taken such action with respect to the cancellation, termination, acceleration, liquidation and/or close-out of transactions, and the application of appropriate set-offs, and if and to the extent GS deems it appropriate, the sale or disposition of securities or other property of Client, the exercise of rights of a secured creditor, and the application of proceeds immediately prior to such bankruptcy, reorganization, insolvency or similar proceeding. Client shall remain liable for any deficiency and shall promptly reimburse GS for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities or other property sold for Client's Account. Client agrees to promptly notify GS&Co. upon the occurrence of a Close-Out Event, but the failure to provide such notice shall not prejudice GS's right to determine that a Close-Out Event has occurred.

6. Interest Fees. Client agrees to pay interest charges which may be imposed by GS&Co. in accordance with the terms of the "Margin Lending Requirements Disclosure Statement" and GS&Co.'s usual custom as may be modified by any side rate letter issued by GS&Co., if applicable, with respect to late payments in conjunction with any transaction, including for securities purchased, in Client's Account and prepayments in Client's Account (i.e., the crediting of the proceeds of sale prior to settlement date or prior to receipt by GS&Co. of the item sold in good deliverable form). Client acknowledges receipt of the attached supplement entitled "Margin Lending Disclosure Statement" and a side rate letter, if applicable, and

G. New Account Agreement

agrees to be bound thereby. Client agrees to pay promptly any amount which may become due in order to meet requests for additional deposits or marks to market with respect to any transactions, including unissued securities purchased or sold by Client. Client agrees to promptly pay such commission rates as GS may from time to time charge, as well as all other costs and fees (including, without limitation, any account maintenance fees, custody fees, ticket and clearing charges and fees imposed by any Exchange or other regulatory or self-regulatory organizations) arising out of GS's provision of services to Client and Client's Account. Client authorizes GS&Co. to automatically debit Client's Account in payment of any charges posted to the Account. Except as required by applicable law, each payment by Client, and all deliveries of margin or collateral, under this New Account Agreement shall be made, and the value of any margin or collateral shall be calculated, without withholding or deducting any taxes, levies, imposts, duties, charges, assessments or fees of any nature, including interest, penalties and additions thereto that are imposed by any taxing authority ("**Taxes**"). If any Taxes are required to be withheld or deducted, Client shall pay such additional amounts as necessary to ensure that the actual net amount received by GS is equal to the amount that GS would have received had no such withholding or deduction been required. With respect to payments by GS to Client under this New Account Agreement, Client will provide GS with any forms or documentation reasonably requested by GS in order to reduce or eliminate withholding tax thereon. GS is hereby authorized to withhold Taxes from any payment made hereunder and remit such Taxes to the relevant taxing authorities to the extent required by applicable law.

7. Orders. Except as provided in the next sentence, the giving of each sell order by Client shall constitute a designation of the sale as "long" and a certification that the securities to be sold are owned by Client and, if such securities are not in GS&Co.'s possession, the placing of such order shall constitute a warranty and covenant by Client that Client shall deliver such securities to GS&Co. on or before settlement date. If Client maintains a margin account, Client agrees to designate all sell orders as "long", "short", or "short exempt". Client agrees that GS&Co. may cancel or "buy-in" any sell order, if such securities are not in the Account, are not timely delivered or are not in "good deliverable form." In a "buy-in," the party that failed to deliver the securities, or failed to deliver the securities in good deliverable form, is accountable for any resulting losses or expenses. See Section 12 below regarding "mandatory close-outs." Prior to placing an order for the sale or transfer of any securities subject to Rule 144 or Rule 145(d) or Regulation S under the Securities Act of 1933, as amended (the "**Securities Act**") or any other rule relating to restricted or control securities or securities that are otherwise contractually restricted ("**Restricted Securities**"), Client agrees that it will advise GS&Co. of the status of the securities and furnish GS&Co. with the necessary documents (including opinions of legal counsel, if GS&Co. so requests) to satisfy legal transfer requirements. Restricted Securities may not be sold or transferred until they satisfy legal transfer requirements. Client agrees that even if the necessary documents are furnished in a timely manner, there may be delays in the processing of Restricted Securities, which may result in delays in the delivery of securities and the crediting of cash to Client's Account. Client is responsible for any delays, expenses and losses associated with compliance or failure to comply with all of the requirements and rules relating to Restricted Securities, and agrees to hold GS&Co. harmless in connection therewith.

In addition, Client agrees to notify GS&Co. immediately in the event that Client holds one or more securities of an issuer in its Account and (i) Client (or Client's investment manager with respect to all of its clients) owns, in the aggregate, more than 10% of any class of equity securities of such issuer, regardless of whether any or all such equity securities are held at GS or elsewhere, (ii) Client, Client's investment manager or an employee of Client or Client's investment manager is or has become a member of the board of such issuer, or (iii) Client (or Client's investment manager) is otherwise an "affiliate" (as defined in Rule 144 under the Securities Act) of such issuer.

Client acknowledges that when Client or GS sends an order for Client's Account to an Exchange for execution, such order may be matched with a bid or offer by affiliated entities of The Goldman Sachs Group, Inc. that are specialists, market-makers and traders of these products on Exchanges and in other marketplaces. Client hereby consents to the execution of all or part of Client's orders with such entities.

8. Orders, Recommendations, Average Price Trades. Client agrees and understands that, GS&Co., as a general matter of policy, does not render investment advice, make recommendations or otherwise advise Client, and is not responsible for rendering investment advice, making recommendations, or otherwise advising Client with respect to the management or operation of its Account. Client acknowledges that GS&Co. may, in its sole discretion and without prior notice to Client, refuse to accept or execute any order from Client and, in such case, GS&Co. shall endeavor to give Client notice of such refusal as soon as practical. Client agrees that GS&Co., in its sole discretion, may, but is not

required to, combine or "bunch" orders for Client's Account with orders for other clients' accounts or accounts in which GS&Co. has beneficial interest and allocate the securities as proceeds acquired among the participating accounts in a manner that GS&Co. believes is fair and equitable, and/or in accordance with directions of Client's agent, if applicable. In addition, there may be circumstances in which GS does not obtain the same price or execution for all of Client's order or for the bunched order described above. In either event, Client will receive an average price for these transactions unless Client, or its agent (if applicable) otherwise instructs. Client agrees that the GS&Co. confirmation price for such transactions will reference an average price execution and that details will be furnished upon request.

Client acknowledges that, unless GS&Co. has expressly agreed in writing otherwise, GS&Co. is acting in the capacity of Client's broker or dealer in connection with any transaction executed for or with Client's Account and not as a financial adviser or a fiduciary, and no advice provided by GS has formed or shall form a primary basis for any investment decision by or on behalf of Client. GS may make available certain information about securities and investment strategies, including its own research reports and market commentaries as well as materials prepared by others. None of this information is personalized or in any way tailored to reflect Client's personal financial circumstances or investment objectives and the securities or investment strategies discussed might not be suitable for Client. Therefore, Client should not view the fact that GS is making this information available as a recommendation to Client of any particular security or investment strategy. To the extent that Client's transactions differ from a specific recommendation made by GS, if any, to Client with respect to the security, size, price and timing of a recommended transaction, or to the extent there have been variations in the facts relevant to the transaction, Client agrees that GS has no responsibility for determining the suitability of these transactions for Client.

9. Information, Reports, Statements, Communications. Upon GS' reasonable request, Client will promptly furnish to GS any information about Client (including financial information) GS believes relevant to evaluating GS' relationship with Client. Client represents (which representation shall be deemed repeated on each date on which this New Account Agreement is in effect) that Client's financial statements or similar documents previously or hereafter provided to GS (i) do or will fairly present the financial condition of Client as of the date of such financial statements and the results of its operations for the period for which such financial statements are applicable, (ii) have been prepared in accordance with generally accepted accounting principles consistently applied and, (iii) if audited, have been certified without reservation by a firm of independent public accountants.

All confirmations, purchase and sale notices, correction notices, account information, statements and any other notices and reports sent to Client shall be conclusive if not objected to in writing within ten (10) days after forwarding by GS&Co. to Client by mail, web-reporting or otherwise.

Notwithstanding the foregoing, all reports or confirmations of the execution of option orders shall be conclusive and binding on Client if not objected to in writing within one day after forwarding by GS&Co. to Client by mail or otherwise. Communications mailed, electronically transmitted or made available via GS&Co.'s internet or intranet website, file transfer protocol or other electronic means, whether now in existence or in the future devised, or otherwise sent to Client at the address or other Client locators (which may include, without limitation, e-mail or IP addresses depending on the delivery method) specified in GS&Co.'s records shall, until GS&Co. has received notice in writing of a different address or locator and has updated its records (which update may take up to three (3) business days after receipt), be deemed to have been delivered by GS&Co. when posted or otherwise made available to Client.

10. Custodial Arrangements. If GS&Co. acts as custodian for the securities and other property in Client's Account, GS&Co. is authorized to register such securities and other property in the name of GS&Co., or any nominee, including sub-custodians, or cause such securities and other property to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when GS&Co. holds on Client's behalf bonds or preferred stocks that are callable in part by the issuer, such securities will be subject to an impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for GS&Co. Client further understands that GS&Co. will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client understands and agrees that GS&Co. may change either its policy or its allocation methodology at any time. GS&Co. is authorized to withdraw securities sold or otherwise disposed of, and to credit Client's Account with the proceeds thereof or make such other disposition thereof as Client may direct. GS&Co. is further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called

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for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Client that although GS&Co. will use reasonable efforts to effect the authorization set forth in the preceding sentence, GS&Co. will incur no liability for its failure to do so. GS&Co. is subject to Exchange rules and regulations that may require it to forward to its clients certain written materials relating to the securities and other property in such client's account (including proxy materials). Except as otherwise required by these rules and regulations, GS&Co. is not otherwise responsible for obtaining, notifying Client of its receipt of, or forwarding to Client, any written materials relating to the securities and other property in Client's Account.

Under Rule 15c3-3 of the Securities Exchange Act of 1934, as amended (respectively, "Rule 15c3-3" and the "Exchange Act"), GS&Co. is required to obtain and, thereafter, to maintain possession or control of customer fully-paid securities and excess margin securities, as such terms are defined in that rule. If GS&Co. determines that it does not have sufficient securities under its possession or control as required (such a condition is referred to as a segregation deficiency), it is required by that rule to take certain steps to obtain possession or control, including, without limitation, recalling securities from loans, and is permitted the period of time set forth in that rule in which to obtain possession or control. To the extent that GS&Co. has a segregation deficiency in shares over a record date for a vote, dividend or other corporate action or distribution, GS&Co. will either (a) allocate such deficiency to the client(s) to whom such a deficiency is attributed (if any); or (b) if the deficiency cannot practically be attributed to any particular client, allocate such deficiency to its clients using a random impartial lottery. Client understands and agrees that GS may change its allocation method at any time. The clients to whom such deficiency is allocated will be unable to vote or give consent in respect of such corporate action.

In certain markets, Client's securities and other property may be held in an account in Client's name established by GS as Client's agent at a custodian in the local market where the assets are traded ("Client-Specific Market Assets"). Client-Specific Market Assets, and positions that Client holds at another broker-dealer or at a bank or other custodian, may be included in Client's account statement as a courtesy service based upon information provided by Client and/or Client's custodian, but they are not subject to the protections provided by SIPC, SIPA (each as defined below), Rule 15c3-3 and other U.S. law. Client understands and agrees that no information relating to Client-Specific Market Assets and to positions that Client holds at another broker-dealer or at a bank or other custodian has been verified by GS, including but not limited to the valuations reflected for these positions and Client's ability to liquidate them or obtain the stated values upon liquidation, and GS is not liable for any losses or damages relating to the custody of Client-Specific Market Assets.

11. Locates of Borrowable Securities; Obligations with respect to Short Positions. Subject to certain limited exceptions, before executing a short sale, a broker-dealer is required to make an "affirmative determination" as to whether the broker-dealer will receive delivery of the security from the client or the securities can be borrowed by the settlement date. This process is commonly referred to as "obtaining a locate." If a sufficient quantity of securities is not available from the broker-dealer's inventory, the broker-dealer may, among other things, contact third-party lenders to ascertain whether they have securities available for lending. If a sufficient quantity of securities appears borrowable, the broker-dealer may proceed to execute the short sale on behalf of its customer. A locate is simply an indication that, as of the time the locate is obtained, it appears that securities will be available for borrowing on the settlement date. A locate is not a guarantee that securities will actually be available for lending and delivery on the settlement date or that the lender will not thereafter require the return of the borrowed securities at any time. If the securities are not available for borrowing for any reason by the settlement date, Client, as the seller, will "fail to deliver" to the purchaser. A purchaser or securities lender may, in addition to other remedies and at any time after the giving of any required notice, buy-in the securities that were not timely delivered and Client will be responsible for all losses and costs of the buy-in. If GS&Co. (i) executes a short sale of any securities on behalf of Client, (ii) is responsible for settling a short sale on behalf of Client that was executed at another firm, or (iii) if Client fails to deliver any securities it has sold in a long sale, GS&Co. is authorized to borrow the securities necessary to enable GS&Co. to make delivery. Client agrees to be responsible for any cost or loss GS&Co. may incur in sourcing and maintaining the borrow, or the cost GS&Co. may incur in obtaining the securities if GS&Co. is unable to borrow such securities. Client hereby appoints GS&Co. as its agent to complete all such transactions and authorizes GS&Co. to make advances and expend monies as are required. In the event Client maintains a short position over a record date for a dividend, voluntary or involuntary corporate action or other distribution in respect of such security, or

maintains a short position in a security that is subject to an exchange or tender offer, GS&Co. will, on the relevant payment date charge or debit Client's Account for money or property in an amount equal to the full amount of distribution, exchange or tender offer consideration applicable to the securities underlying such short position, without withholding or deducting any Taxes. Alternatively, in GS&Co.'s discretion, GS&Co. may record in Client's Account a short position for any security (restricted or otherwise) or financial instrument distributed by the issuer or paid in an exchange or tender offer with respect to securities of like kind to the securities underlying such short position. In the event a holder of securities may choose to voluntarily elect to participate or choose the type of distribution to be received from two or more alternatives, then unless otherwise agreed by GS&Co. and Client, GS&Co. will charge Client's Account in accordance with the elections communicated by GS to Client. Client acknowledges that GS&Co. may source a borrow of securities from its own proprietary accounts or from customer margin shares. Client is ultimately responsible for the delivery of securities on the settlement date, the consequences of a failure to deliver, the timely return of securities borrowed on Client's behalf, all costs associated with such borrowings, and all charges relating to any corporate actions.

12. Mandatory Close-Out & Pre-borrow Requirement. Regulations applicable to GS&Co. mandate that GS&Co. close-out sale transactions in certain equity securities for which delivery has not occurred within the period prescribed by the regulations after the normal settlement date. The close-out is to be effected by GS&Co. purchasing in the market securities of like kind and quantity for which delivery is owed. Any loss arising from this close-out will be for the account of the client whose positions are closed out. Securities subject to this mandatory close-out requirement are specified by rule(s) under the Exchange Act and/or a list of applicable securities is or will be published by U.S. Exchanges and U.S. securities associations for the securities that trade on that Exchange or association.

If such failing to deliver transactions are not closed out, regulations applicable to GS&Co., upon their effective date, will mandate that, until such failing to deliver transactions are closed out, GS&Co. (i) not accept short sale orders for those accounts determined by GS&Co. to have contributed to the fail unless GS&Co. or Client has entered into a bona-fide arrangement to borrow the securities; or (ii) impose a "pre-borrow" requirement on all short sale orders for the firm's or any client's account.

To the extent that GS&Co. effects a close-out transaction by buying-in shares as described above, it will allocate the shares so acquired to those of its clients maintaining short positions on a pro-rata basis. Such allocation methodology is subject to change at any time in GS&Co.'s sole discretion based on individual facts and circumstances, provided that, in no case will any client who obtained a "locate" from GS for such shares be allocated more than its pro-rata shares of the buy-in.

13. Close-Out or Liquidation of Listed Option Positions. In addition to the rights granted to GS&Co. under this New Account Agreement and any other agreement between GS and Client, Client expressly authorizes GS&Co. to liquidate or close-out any of Client's listed option positions, without notice to Client and without Client's prior consent, in GS&Co.'s sole and absolute discretion, (i) if and when Client's open positions exceed applicable position limits so as to reduce such open positions to a level that is in compliance with such limits, or (ii) upon the occurrence of a Close-Out Event. Client will bear and be solely responsible for any losses associated with such a reduction or liquidation.

14. Buy-in of Government Securities. Regulations issued under the Government Securities Act of 1986 require GS&Co. to initiate buy-in procedures for mortgage-backed securities that have been purchased for Client and that remain in a fail-to-receive status for more than 60 calendar days (referred to below as "fully paid fails"). Mandatory buy-ins are also required to complete a sale by Client (referred to below as "sell order fails") of government securities which have not been received from Client within 30 calendar days after the settlement date (or in the case of mortgage-backed securities, 60 calendar days after settlement date). The Securities Industry and Financial Market Association Buy-in Procedures for Mortgage Backed Securities and the Securities Industry and Financial Market Association Buy-in Procedures for Government Securities permit the use of alternatives other than purchasing securities (e.g., securities may be borrowed, substituted or bought back) in closing out fully paid fails and sell order fails and also provide an exemption for short sales.

15. Additional Listed Options Provisions; Options "Style," Exercise Assignment Notices, Tied Hedge Procedures. If Client trades listed option contracts ("options"), Client is aware of and agrees to be bound by all laws and rules applicable to the trading of options. In particular, Client, either acting alone or in concert with others, agrees not to violate directly or indirectly (through GS as broker or otherwise), or contribute to the violation of the position or exercise limits of the Exchanges, which limits can be obtained by contacting a GS&Co. representative. Client acknowledges that the "style" of an option refers generally to when that option is exercisable. Specifically, (i) an "American-style" option is an

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option that may be exercised at any time (i.e., on a business day in which the option Exchange on which the option trades is open for trading) prior to its expiration, (ii) a "European-style" option is an option that may be exercised only on a specified exercise date (or expiration date) or during a specified time period before the option expires, and (iii) a "capped" option is an option that is automatically exercised prior to expiration if the market or Exchange on which the option trades determines that the value of the underlying interest at a specified time has reached the "cap price" for the option. Client understands that exercise assignment notices for option contracts are allocated among customer short positions pursuant to a pro-rata allocation procedure under which assignments of exercise notices are allocated to client accounts in proportion to the number of open short options contracts which are subject to exercise held in those accounts, including positions established on the day of assignment. Client understands and agrees that GS may change its allocation method at any time. Client further understands that all short positions in "American-style" options are liable for assignment at any time. A more detailed description of this pro-rata allocation procedure is available upon request.

Client agrees to trade options only within the limits for which Client has been approved by GS&Co. Client represents that Client has sufficient knowledge, experience and access to professional advice to make Client's own legal, tax, accounting and financial evaluation of the merits and risks involved in the purchase and sale of options, that such purchase and sale may involve complex legal, tax and regulatory considerations that are highly dependent on facts and circumstances related to Client, that GS&Co. will have insufficient information regarding Client's specific circumstances, and that Client and Client's legal, tax and financial advisors will be solely responsible for evaluating all necessary factors involving Client's purchase and sale of options. Client further represents that Client has the financial ability to bear the economic risk involved in the purchase and sale of options, and has adequate means of providing for Client's current needs and personal or other contingencies.

Client acknowledges and agrees that Client shall provide information that GS&Co. may request, from time to time, that GS&Co. deems necessary to comply with the order marking rules of the options Exchanges and the Options Clearing Corporation. Client is deemed to represent each and every time Client places a listed options order that such information is accurate and complete. Client agrees to inform GS&Co. promptly of any changes to such information.

16. Termination. Each party agrees that the Accounts maintained hereunder may be terminated by either party at any time effective upon the giving of notice of such termination to the other party. All applicable provisions will survive the termination of the Accounts and this New Account Agreement. Without limiting the foregoing, upon any such termination, the provisions of this New Account Agreement shall remain in effect with respect to all securities and other property then held in such Accounts, all assets subject to the security interest hereunder, and all transactions and agreements then outstanding between Client and GS.

17. Power and Authority. Client (and each person acting on Client's behalf) represents and warrants that it has all necessary power and authority to execute and perform this New Account Agreement and that the execution and performance of this New Account Agreement will not cause it to violate any provisions in its charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument, and that neither this New Account Agreement nor any transaction entered into or contemplated hereunder will violate any applicable law, rule, regulation or constitutional provision (including, without limitation, any provision of ERISA, Section 4975 of Code or any tax "qualification" rule under the Code). Client further represents and warrants that this New Account Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against Client in accordance with its terms. Each of the persons executing this New Account Agreement on Client's behalf represents that he or she acting alone has full power and authority to deal with GS&Co. on Client's behalf without notice to Client or any other person executing the Signature Page (Section E) of the New Account Application or named in any Corporate or Limited Liability Company Resolution, Partnership Authorization, or other similar document. Client agrees that GS will be entitled to act upon the instructions of any officer, director or employee of Client having actual or apparent authority to act on behalf of Client.

18. Change of Jurisdiction or Principal Place of Business. Client represents that its name, type of organization and its jurisdiction of organization (and the organizational identification number, if any, issued by such jurisdiction), its place of business, or if it has more than one place of business, its chief place of business and chief executive office, and the place of business of any investment manager for it, or if such investment manager has more than one place of business, such investment manager's chief place of business and chief executive office, in each case at the date of this New Account Agreement and for the four months

immediately preceding the date of this New Account Agreement are set forth in the New Account Application. Without at least ninety (90) days' prior written notice to GS&Co., Client shall not change, and shall not permit the investment manager to change, its jurisdiction of organization, chief executive office or chief or principal place of business to a jurisdiction outside of the United States (or its type of organization if the jurisdiction of organization is, or will be, after such change, outside of the United States). Except as set forth in the immediately preceding sentence, Client shall provide GS&Co. with 30 days' prior written notice of any change of Client's (or its investment manager's) name or address of its chief executive office.

19. Margin. If Client maintains a margin account, Client represents and warrants to GS&Co. that Client has had an opportunity to discuss with GS the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives. Client agrees to maintain margin for Client's Account as GS&Co. may require from time to time, which may exceed those required by applicable rules and regulations. Client agrees to promptly satisfy all margin and maintenance calls, pay interest charges which are imposed, in accordance with GS&Co.'s usual custom, with respect to Client's Account and to pay on demand any debit balance owing with respect to Client's Account. Client agrees that securities and other property in Client's Account may be carried in GS&Co.'s general loans and may be pledged, repledged, hypothecated, rehypothecated, sold, lent or otherwise transferred or used separately or in common with other securities and any other property for the sums due to GS thereon or for a greater sum; *provided*, however, that, for the avoidance of doubt, nothing herein shall be deemed to grant authority to GS&Co. to loan, pledge, hypothecate, re-hypothecate, sell or re-register "fully paid securities" or "excess margin securities", as such terms are defined in Rule 15c3-3. As permitted by law GS&Co. may use certain securities in the margin account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith. Client understands (1) that GS&Co. might not retain in its possession or control for delivery a like amount of similar securities or other property and (2) that certain rights of ownership may be transferred to GS&Co. or by GS&Co. to others and accordingly, Client may be unable to vote such securities. Client agrees that GS&Co. may, in its sole discretion, transfer securities held in Client's other Accounts with GS&Co., including Client's cash account, to Client's margin account. Any securities so transferred may be used by GS&Co. as provided in this New Account Agreement. Client understands that notwithstanding a general policy of giving clients notice of a margin deficiency, GS&Co. is not obligated to request additional margin from Client, and that there may be circumstances where GS&Co. will liquidate securities in the Account without notice to Client in accordance with Section 5 of this New Account Agreement. The parties acknowledge that the cash loans provided hereunder are each a "margin loan" as used in the definition of "securities contract" in the United States Bankruptcy Code (11 U.S.C. Section 741).

Because GS&Co. has the right to rehypothecate the shares in Client's Account, Client may receive payments in lieu of dividends rather than actual dividends. Current law (as of December 2013) generally provides that, subject to certain requirements, dividends paid to a U.S. individual shareholder from domestic corporations and certain foreign corporations are subject to tax at the reduced rates applicable to long-term capital gains. Payments in lieu of dividends are not eligible for the reduced rate of tax for dividends and are taxed at ordinary income rates.

20. Use of Name. Client agrees not to use GS's names for any purpose without GS's prior written consent, including, but not limited to, in any advertisement, publication or offering material; *provided*, however, that GS consents to Client's stating in its offering documents that GS&Co. is its clearing firm or prime broker so long as such statement is factually accurate at the time the statement is made and it is made clear in such disclosure that GS has no responsibility for the preparation and accuracy of such offering documents.

21. Background Check. Client authorizes GS&Co. and any agent or service provider to use, verify and confirm any of the information that Client or its agent provides, including obtaining reports concerning Client's (and its principals') background, credit standing and business conduct and to share all such information with their successors, assigns, agents and service providers to determine Client's eligibility for an Account or any feature or otherwise. Upon Client's written request, GS&Co. will inform Client whether GS&Co. has obtained credit reports, and, if so, GS&Co. will provide Client with the name and address of the reporting agency that furnished the reports. Client agrees that, without notifying Client, GS&Co. may request a new credit report in connection with any review, extension, or renewal of the Account. Client further agrees that GS&Co. may submit information reflecting on Client's credit record to a credit reporting agency. Client authorizes GS&Co. to share with its affiliates credit bureau information, information contained in Client's application to open an Account, information obtained from third

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parties and similar information, or to use such information consistent with GS&Co.'s privacy policy.

22. Disclaimer of Liability; Indemnification. Except as otherwise provided by law, no GS entity shall be liable for any expense, losses, damages, liabilities, demands, charges, claims, penalties, fines and taxes of any kind or nature (including legal expenses and reasonable attorneys' fees) ("**Losses**") by or with respect to any matters pertaining to the Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from such GS entity's gross negligence or willful misconduct. In addition, Client agrees that GS shall have no liability for, and agrees to indemnify and hold GS harmless from, all Losses that result in connection with or related to the Account, this New Account Agreement, any other agreement between GS and Client or from: (a) Client's or its agent's misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) GS following Client's or its agent's directions or failing to follow Client's or its agent's unlawful or unreasonable directions, (c) any activities or services of GS in connection with the Account (including, without limitation, any technology services, reporting, trading, research or capital introduction services) and (d) the failure by any person not controlled by GS to perform any obligations to Client.

Client consents to the use of automated systems or service bureaus by GS in conjunction with Client's Account with GS&Co., including, but not limited to, automated order entry and execution, recordkeeping, reporting and account reconciliation and risk management systems (collectively "**Automated Systems**"). Client understands that the use of Automated Systems entails risks, such as interruption or delays of service, system failure and errors in the design or functioning of such Automated Systems (collectively, a "**System Failure**") that could cause substantial damage, expense or liability to Client. Client understands and agrees that GS will have no liability whatsoever for any claim, loss, cost, expense, damage or liability of Client arising out of or relating to a System Failure. Client also agrees that GS will have no responsibility or liability to Client in connection with the performance or non-performance by any Exchange, market, clearing organization, clearing firm or other third party (including, without limitation, banks and sub-custodians) of its or their obligations relative to any securities or other property of Client. Client agrees that GS will have no liability to Client or to third parties, or responsibility whatsoever, for: (a) Losses resulting from a cause over which GS does not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (i.e., earthquake, flood, severe or extraordinary weather conditions, or other act of God, fire, war, insurrection, riot, labor dispute, strike, or similar problems, accident, action of government, communications, power failure or equipment or software malfunction), Exchange or market rulings or suspension of trading, or (b) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that Client may incur in connection with Client's use of the brokerage and other services provided by GS&Co. under this New Account Agreement.

23. Entire Agreement. This New Account Agreement and all related documentation hereto and any future supplemental documents made available by GS&Co. to Client (which when made available to Client shall be deemed incorporated by reference herein) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this New Account Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. The rights and remedies set forth in this New Account Agreement are intended to be cumulative and not exclusive. Neither this New Account Agreement nor any provision hereof is intended to confer upon any person other than the parties hereto any rights or remedies hereunder. If any provision of this New Account Agreement is held to be invalid, void or unenforceable by reason of any law or legal process, that determination will not affect the validity of the remaining provisions of this New Account Agreement. The fulfillment of any and all obligations of GS to Client hereunder or under any other agreement between Client and GS is contingent upon there being no breach, repudiation, misrepresentation or default or potential default (however characterized) by Client hereunder or under any agreement between Client and GS.

24. Governing Law, Successor and Assigns, Waiver. This New Account Agreement and its enforcement, and each transaction entered into hereunder and all matters arising in connection with this New Account Agreement and transactions hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its choice of law doctrine, and its provisions shall cover individually and collectively all Accounts which Client may maintain with GS&Co., provided, however, this shall not otherwise limit GS from exercising rights available under any other agreement or by operation of

law or otherwise. As between Client and GS, both agree that the securities intermediary's jurisdiction, within the meaning of Section 8-110(e) of the UCC, in respect of the Account is the State of New York and the law applicable to all the issues specified in Article 2(1) of the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary ("**Hague Securities Convention**") is the law in force in the State of New York and agree that none of them has or will enter into any agreement to the contrary. Client understands that federal and state laws, and the rules and regulations of Exchanges and any applicable self-regulatory organizations, are subject to change, and therefore GS may be required to change its procedures to conform to applicable law. This New Account Agreement is binding upon and inures to the benefit of GS, Client and their respective legal representatives, successors and permitted assigns. Neither GS&Co. nor Client may assign its rights or delegate its obligations under this New Account Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment and delegation by GS&Co. of all of GS&Co.'s rights and obligations hereunder to any affiliate or successor, which may be undertaken without giving Client notice. Notwithstanding the foregoing, any actions taken by or authorized to be taken by GS&Co. under this New Account Agreement may be taken by or through the use of agents of GS&Co., including GS, and any actions taken by or authorized to be taken by GS under this New Account Agreement may be taken by or through the use of agents of GS. No waiver of any provision of this New Account Agreement shall be deemed a waiver of any other provision, or a continuing waiver of the provision or provisions so waived. Except as otherwise provided herein, all waivers and modifications must be in writing signed by the party against whom it is to be enforced. Any purported assignment in violation of this Section 24 will be void.

25. ERISA. If the assets of Client constitute the assets of one or more employee benefit plans subject to Title I of ERISA or plans subject to Section 4975 of the Code including by reason of Section 3(42) of ERISA, Client represents and warrants on each day during the life of this New Account Agreement and any transactions entered into hereunder, both in its individual and fiduciary capacities, that: (i) no transaction engaged in by Client will constitute a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code by reason of Department of Labor Prohibited Transaction Class Exemption 84-14, as amended ("**PTCE 84-14**"), Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code, or another available exemption; (ii) Client shall enter into any transaction hereunder solely on the basis of determining that, in connection with the transaction, Client (and each plan which constitutes the assets of Client) will receive no less and pay no more than "adequate consideration" (within the meaning of Section 408(b)(17)(B) of ERISA and Section 4975(f)(10) of the Code); (iii) Client's investment manager will be eligible to act as a "qualified professional asset manager" within the meaning of PTCE 84-14 with respect to Client and each plan the assets of which constitute the assets of Client; (iv) Client's investment manager will at all times meet the requirements of Section 412 of ERISA; (v) Client's investment manager qualifies as an investment adviser described in Department of Labor Regulation Section 2550.404b-1(a)(2)(i)(C) and, if and to the extent the indicia of ownership of any of the assets of Client are held outside of the jurisdiction of the district courts of the United States, Client will meet the requirements of Section 404(b) of ERISA by reason of Department of Labor Regulation Section 2550.404b-1(a)(2)(i); (vi) neither this New Account Agreement nor any transaction entered into or contemplated hereunder will violate any applicable law, rule, regulation or constitutional provision applicable to Client or any documents governing Client or any plan the assets of which constitute the assets of Client; (vii) GS has not provided nor will provide any advice that has constituted or will constitute a primary basis of any investment decision by or on behalf of Client, and GS is not nor shall GS become a fiduciary with respect to Client by reason of its services provided hereunder; and (viii) with respect to any distribution directed with respect to Client relating to any payment, disbursement or other transaction not effected under any transaction hereunder (including, without limitation, any distribution to any participant or beneficiary of any plan or payment for services rendered with respect to any such plan), such directed distribution will be effected in accordance with all applicable terms governing such plan and all applicable laws (including ERISA and the Code), and neither GS&Co. nor any of its affiliates will have any other responsibility or liability with respect to such distribution or transaction, including, without limitation, with respect to any tax withholding or reporting as may otherwise be required by law.

26. SIPC. GS&Co. is a member of the Securities Investor Protection Corporation ("**SIPC**"), which protects cash and securities held for a customer (as such term is defined under the Securities Investor Protection Act of 1970 ("**SIPA**")) up to \$500,000.00, of which up to \$250,000.00 can be a cash claim. Cash (free credit balance) is protected by SIPC only when held in an account for the purpose of investing or reinvesting in securities. Client may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at www.sipc.org or 202-371-8300.

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27. Foreign Currency Risk. Client agrees that in the event that Client directs GS to enter into any transaction denominated in a foreign currency: (i) any profit or loss arising from a fluctuation in the exchange rate affecting such currency will be entirely for Client's Account and risk, (ii) all initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, in such amounts as GS may, in its sole discretion, require, and (iii) GS is authorized to convert funds in Client's Account into and from such foreign currency at a rate of exchange determined by GS, in its sole discretion, on the basis of then prevailing money markets, and Client will reimburse GS for any expenses incurred in connection therewith.

28. Recording of Telephone Conversations. Client recognizes that both parties are afforded protection by the recording of telephone conversations, and Client acknowledges, authorizes and consents to the recording of conversations by means of electronic telephone recording equipment, whether such conversations occur between officers, directors, partners, employees or other agents of GS and Client. Client understands that GS&Co. may, in its sole discretion, tape record conversations without further notice or disclosure, without the use of an automatic tone warning device, and without assuming responsibility to make or retain such tape recordings.

29. Third-Party Actions and Invoices. Client agrees that GS is responsible for complying with all legal proceedings, citations, sequestrations, attachments, arbitral or judicial orders, or orders, including but not limited to demands or requests issued by a regulatory or self-regulatory authority, in each case related to Client's Accounts with GS&Co., and GS shall not be liable to Client for obeying any order given in such proceedings, including any judicial process or any order issued by an arbitral or judicial tribunal or regulatory or self-regulatory authority of competent jurisdiction which has the effect of restricting activity in, or withdrawals from, Client's Accounts, or requiring GS to disclose information regarding Client's Accounts, including statements and this Account Agreement. Client hereby authorizes GS&Co. to pay invoices submitted by third parties, and charge such invoices against Client's Account, for: (i) Exchange fees and clearing organization fees; (ii) any brokerage fees; and (iii) payment of authorized business-related services provided to Client, including but not limited to invoices for computer services, office leases, telephone services, market data and similar services. Without waiving any defenses that Client may have with respect to invoices submitted by third parties to GS&Co., Client further agrees that presentation of any such invoice by a third party to GS&Co. shall constitute conclusive proof of the validity of such invoice for GS&Co.'s purposes only. Disputes regarding any such invoice shall be resolved by Client and the third party. Notwithstanding such authorization, GS&Co. shall not have any responsibility or liability to Client or any third party for improper payment or failure to make such payment.

30. Arbitration. This New Account Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

(a) All parties to this New Account 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.

(b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(d) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. The parties hereby agree that with respect to disputes eligible for arbitration with

Financial Industry Regulatory Authority Dispute Resolution ("FINRA-DR") (or any other arbitration forum in which the parties are resolving a dispute) they will submit a written request to the arbitrators for a written reasoned opinion of the arbitrator(s) decision at least 20 days prior to the first scheduled hearing date for such arbitration proceeding.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry, unless Client is a member of the organization sponsoring the arbitration facility, in which case all arbitrators may be affiliated with the securities industry.

(f) 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.

(g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this New Account Agreement.

Client agrees that any and all controversies that may arise between Client and GS, including, but not limited to, those arising out of or relating to the transactions contemplated hereby, the Accounts established hereunder, any activity or claim related to Client's Accounts or the construction, performance, or breach of this New Account Agreement or any other agreement between Client and GS shall be determined by arbitration conducted before FINRA-DR, or, if the FINRA-DR declines to hear the matter, before an arbitration forum jointly agreed to by the parties to this New Account Agreement, in accordance with their arbitration rules then in force. The award of the arbitrators shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) Client 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 New Account Agreement except to the extent stated herein.

For purposes of this Section 30, the term "Client" shall include any and all other persons acting on behalf of Client in connection with this New Account Agreement.

31. Dormant Accounts; Escheat; and Unresponsive Payees. (a) Securities and/or other property held in any dormant account at GS&Co. may escheat to the State of New York under applicable New York law or to another appropriate state, generally being the last known residence or domicile of the account holder. A dormant account under New York law is an account for which there has been no customer contact for the time period specified thereby, but under the laws of other states longer or shorter time period or inactivity criteria may apply. (b) If Client has authorized GS&Co. to send it one or more checks representing, in whole or in part, any payment to Client from the issuer of any security (including dividend, interest or other regularly-scheduled payments) and Client fails to negotiate (i.e. cash or deposit) any such check either within six months after GS&Co. sent the check or, if earlier, before the next regularly-scheduled check is to be sent, then Client will be considered an "unresponsive payee" within the meaning of Rule 17Ad-17 of the Exchange Act. In such a situation, GS&Co. may elect to cancel such check and Client hereby instructs GS&Co. to credit its Account for the amount of such un-negotiated check

H. Third-Party Agent Supplement and Authorization

This Third-Party Agent Supplement and Authorization (the "Agent Supplement") contains the terms under which Client appoints and authorizes the agent designated in the New Account Application and Agreement For Entities to do certain things in connection with Client's Account. This Agent Supplement is part of Client's New Account Agreement. Unless otherwise defined in this Agent Supplement, terms used but not defined herein have the meaning ascribed to them in Client's New Account Agreement. In the event that any provision of this Agent Supplement conflicts or is inconsistent with any provision of Client's New Account Agreement, this Agent Supplement shall control for matters related to this Agent Supplement.

1. Appointment and Authorization of Agent. Client hereby authorizes and appoints the person or entity designated in the New Account Application and Agreement For Entities as its agent and attorney-in-fact ("Agent") to purchase, invest in, or otherwise acquire, exchange, transfer, borrow, lend, sell or otherwise dispose of and generally deal in and with, any and all forms of securities, security futures, swap agreements and/or security-based swap agreements, and foreign currency, including, but not limited to, shares, stocks, listed or over-the-counter options and/or futures or options on futures, security futures contracts or options on security futures contracts, forwards, swaps, contracts for differences and any other listed or over-the-counter derivative contract, bonds, debentures, notes, commodities, scrip, evidences of indebtedness, participation certificates, mortgages, mortgage-backed and asset-backed securities, contracts, certificates of deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by certificate or otherwise and, entering into repurchase and reverse repurchase agreements and securities lending transactions and secured loans (including entering into margin transactions and short sales, if a margin account for Client has been applied for and approved by GS&Co.) in accordance with GS&Co.'s terms and conditions for Client's account or accounts (collectively, the "Account") on GS&Co.'s books. Client also authorizes Agent to receive, on Client's behalf, prospectuses and other offering documents, confirmations, account statements, notices and other communications related to the Account. Client acknowledges and agrees that it is responsible for investigating and selecting Agent, that Agent is not affiliated with or employed or controlled by GS&Co., and that GS&Co. is not responsible for and has no duty to review, monitor or supervise Agent's exercise of the powers granted to it. Client hereby agrees to indemnify and hold GS harmless from and to pay GS promptly on demand any and all Losses arising from any breach of the Agent Supplement or from any of Agent's acts or omissions to act in relation to Client's Account.

In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the Account, GS&Co. is authorized to follow the instructions of Agent (including any officers, directors, employees and agents having actual or apparent authority to act for Agent) in every respect (including instructions to provide information about Client and the Account to third parties) and he or she or it (as the case may be) is authorized to act for Client and on Client's behalf in the same manner and with the same force and effect as Client might or could do with respect to the Account. Client hereby ratifies and confirms any and all transactions with GS&Co. heretofore or hereafter made by Agent for the Account, and waives notification to such Client of any of the aforementioned transactions and the delivery of any statements, notices or demands pertaining thereto. Client additionally authorizes Agent to appoint any other person to do any and all of the things which said Agent is authorized to do hereunder. The authorization and indemnity contained in this Agent Supplement (a) is a continuing one and shall remain in full force and effect until a Managing Director or an officer of GS&Co. has received and had reasonable time to act on written notice of the revocation by Client of Client's appointment of Agent under the Third-Party Agent Authorization located in Section D of the New Account Application and Agreement For Entities and this Agent Supplement, but such revocation shall not affect any liability in any way resulting from transactions initiated while such authorization remained in full force and effect; (b) shall inure to the benefit of GS&Co. and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of GS&Co. or any successor firm; and (c) is in addition to (and in no way limits or restricts) any of the provisions of or the rights which GS&Co. may have under any other agreement or agreements between GS&Co. and Client relating to the Account.

Client agrees to and hereby does indemnify and hold GS harmless from any Losses arising which GS might sustain or which might be incurred by or imposed upon GS by reason of any action, instruction or transaction with Client's Agent relating to the Account prior to GS&Co.'s receipt, with a reasonable time to act, of written notice of the revocation of the authority granted herein. Client's indemnification obligations under this

Agent Supplement will survive the revocation of Client's appointment of Agent hereunder.

If Client has checked the box next to the heading "Trade and Broad Authority to Move Assets" in Section D of the New Account Application and Agreement For Entities, or has otherwise granted Agent such authority under a Disbursement Authorization Letter, Agent will also have the powers outlined in the next paragraph.

In addition to the foregoing authorization, GS&Co. is also authorized to make deliveries of securities and other property and payment of funds to Agent or as he, she or it (as the case may be) may order and direct, and pursuant to such order or direction GS&Co. may transfer any securities or other property in the Account into the name of Agent individually or any other person and deliver the same to Agent individually or on his, her or its (as the case may be) order in that form or in bearer form and GS&Co. may pay and deliver to Agent or on his, her or its (as the case may be) order any cash or check or funds in the name of Agent individually or in the name of any other person, and GS&Co. may accept any such securities, other property or funds for the individual account of Agent or any other person.

2. Acceptance by Agent; Agent's Undertakings. Agent accepts its appointment under the Third-Party Agent Authorization located in Section D of the New Account Application and this Agent Supplement (collectively, the "Authorization"). Agent will exercise the powers granted in the Authorization for the benefit of Client and with the care, skill, prudence and diligence under the circumstances that a prudent person acting in a like capacity would use. Agent agrees not to give or transmit any instruction concerning the Account that Agent knows or believes does not comply with the Authorization or Agent's obligations, or if Agent knows or has reason to know that the Authorization has been revoked, terminated or suspended, in whole or in part, or is no longer valid for any reason. Agent represents and warrants that Agent possesses the sophistication, expertise and knowledge (including knowledge of Client's financial position and investment objectives) necessary to fulfill Agent's obligations hereunder and under the Authorization, and Agent acknowledges that, unless GS&Co. has expressly agreed otherwise in writing, GS&Co. is acting in the capacity of broker in connection with any transaction executed for Client's Account and not as a financial adviser or a fiduciary, and no advice provided by GS has formed or shall form a primary basis for any investment decision by or on behalf of Client. Agent agrees to and hereby does indemnify and hold GS harmless from any Losses that GS might sustain or that might be incurred by or imposed on GS by reason of Agent's acts or omissions in relation to the Account or any breach of this Agent Supplement. Agent's indemnification obligations hereunder will survive the revocation or termination of the Authorization of this Agent Supplement. Agent represents and warrants that Agent is registered as an investment adviser under federal or state law or is not required to be so registered. In performing Agent's obligations under the Authorization, Agent will not be an employee, agent or representative of GS&Co. and nothing hereunder creates a joint venture, partnership, franchise or agency relationship between Agent and GS&Co. Agent represents and warrants to GS&Co. that all information provided by it now and in the future is accurate and complete, and Agent agrees to notify GS&Co. immediately of any changes to this information. Agent further agrees to supply any information reasonably requested at any time by GS&Co.

3. Power and Authority. If Agent is a natural person, Agent represents that Agent is at least 21 years of age and Agent is competent to enter into and to perform Agent's obligations under this Agent Supplement. If Agent is a legal entity, Agent represents that it has all necessary power and authority to execute and perform under this Agent Supplement and that the execution and performance of this Agent Supplement will not cause Agent to violate any provisions in Agent's charter, by-laws, partnership agreement, trust agreement or other constituting agreement or instrument.

4. Governing Law. This Agent Supplement, and each transaction entered into hereunder and all matters arising in connection with this Agent Supplement and transactions hereunder will be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law doctrine.

5. Recording of Telephone Conversations, Monitoring of Account. Agent recognizes that GS&Co. is afforded protection by the recording of telephone conversations, and Agent acknowledges, authorizes and consents to the recording of conversations by means of electronic telephone recording equipment, whether such conversations occur between officers, directors, partners, employees or other agents of GS&Co. or its respective affiliates and Agent. Agent understands that GS&Co. may, in its sole discretion, tape record conversations without further notice or disclosure, without the use of an automatic tone warning device, and without assuming responsibility to make or retain such tape recordings.

H. Third-Party Agent Supplement and Authorization

Agent acknowledges and agrees that GS&Co. may monitor and record Agent's use of the Electronic Services and any communications between GS&Co. and Agent that occur over the Internet or any other network, including telephone, cable and wireless networks, and that GS&Co. may use the resulting information for internal purposes or as may be required by applicable law. Any such monitoring and recording will be carried out consistent with GS&Co.'s privacy policy.

6. Certain Provisions Related to Employee Benefit Plans. If the assets of Client constitute the assets of one or more employee benefit plans subject to Title I of ERISA or plans subject to Section 4975 of the Code including by reason of Section 3(42) of ERISA, Agent represents and warrants that Client is a retirement plan or account or is an entity, the assets of which are deemed to constitute the asset of any retirement plan under applicable law, Agent represents and warrants that: (i) in connection with each transaction entered into hereunder, it has independently determined that Client (and each employee benefit plan which constitutes the assets of Client) will receive no less and pay no more than "adequate consideration" (within the meaning of Section 408(b)(17)(B) of ERISA); (ii) each transaction it directs GS&Co. to take on behalf of Client will be permitted under the terms of the documents governing the plan (or plans) and, to the extent otherwise prohibited, will be exempt from the provisions of PTCE 84-14), Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code, or another available exemption; (iii) Agent is familiar with the requirements of ERISA (if applicable) as they relate to Client, each employee benefit plan the assets of which constitute the assets of Client and to itself, and with the requirements of any applicable state or other laws (including any requirements for "qualification" under the Code or other applicable tax law), and will direct GS&Co. with respect to a transaction only if and to the extent it determines that such transaction complies with such requirements; (iv) Agent is an investment adviser described in Department of Labor Regulation Section 2550.404b-1(a)(2)(i)(C) and, if and to the extent the indicia of ownership of any of the assets of Client are held outside of the jurisdiction of the district courts of the United States, Client will meet the requirements of Section 404(b) of ERISA by reason of Department of Labor Regulation Section 2550.404b-1(a)(2)(i); and (v) GS&Co. has not provided and will not provide any advice that constitutes or shall constitute a primary basis for any investment decision on behalf of Client. Agent agrees that any assets pledged as collateral by Client in connection with any transaction entered into under this Authorization will not constitute "plan assets" under ERISA or Section 4975 of the Code. In addition to the foregoing, Agent and Client each represent that, with respect to any distribution directed with respect to Client relating to any payment, disbursement or other transaction not effected under any transaction hereunder (including, without limitation, any distribution to any participant or beneficiary of any plan or payment for services rendered with respect to any such plan) such directed distribution will be effected in accordance with all applicable terms governing such plan and all applicable laws (including ERISA and the Code) and neither GS&Co. nor any of its affiliates will have any other responsibility or liability with respect to such distribution or transaction, including, without limitation, with respect to any tax withholding or reporting as may otherwise be required by law.

7. Arbitration. A predispute arbitration clause is contained on page G-6 in Section 30 of the Account Agreement, which is incorporated by reference and Agent agrees to be bound thereby.

I. Prime Brokerage Supplement

This Supplement (the "Prime Brokerage Supplement") is part of Client's New Account Agreement. Unless otherwise defined in this Prime Brokerage Supplement, terms used but not defined herein have the meaning ascribed to them in Client's New Account Agreement.

Client maintains brokerage accounts with a number of other brokers and may, from time to time, place orders to be executed by one or more of these brokers designating GS&Co. as Client's prime broker in accordance with the letter dated January 25, 1994 (or, if applicable, any subsequent amending or superseding letter) from the Division of Market Regulation of the Securities and Exchange Commission (the "No-Action Letter"). Subject to the terms and conditions set forth herein, GS&Co. agrees to act as prime broker for Client and to perform certain settlement and clearance services in connection with such transactions ("Prime Brokerage Transactions"). This Prime Brokerage Supplement sets forth certain additional terms and conditions under which GS&Co. will perform services for Client relating to Prime Brokerage Transactions, or with regards to Section 16 of this Prime Brokerage Supplement, Non-U.S. Transactions (as defined in Section 16). In the event that any provision of this Prime Brokerage Supplement conflicts or is inconsistent with any provision of Client's New Account Agreement, this Prime Brokerage Supplement shall control for Prime Brokerage Transactions.

1. Applicable Transactions; Limitations. The terms of this Prime Brokerage Supplement shall apply only to Prime Brokerage Transactions executed by Client in the accounts and with the brokers set forth in the New Account Application or otherwise identified by Client to GS&Co. Such brokers will either be self-clearing executing brokers or Client will indicate on the New Account Application the name of the firm clearing for Client's introducing broker. In either case, the clearing firm is referred to herein as the "Executing Broker". Client and GS&Co. may each add to or delete from such list by notice to the other party, *provided* that no addition may be made without GS&Co.'s consent nor will any addition be effective until all documentation required or deemed necessary or appropriate by GS&Co. has been completed. The terms of this Prime Brokerage Supplement shall also apply only to Prime Brokerage Transactions in debt and equity securities cleared and settled through United States clearance and settlement systems and in such other securities and instruments as are otherwise specifically approved by GS&Co. for clearance for the purposes of being governed by the terms of this Prime Brokerage Supplement (all such securities and instruments, "Covered Securities"). It is expressly understood and agreed that, with respect to Prime Brokerage Transactions in non-Covered Securities, GS&Co. shall have no obligation to Client or to any third party to clear or settle trades executed by Client, and Client shall inform Executing Brokers in such Prime Brokerage Transactions that the Executing Broker must look only to Client for the settlement of such Prime Brokerage Transactions and the resolution of any claim or dispute relating thereto.

2. Client Acknowledgement. Client acknowledges that Prime Brokerage Transactions are subject to applicable laws and regulations and to the requirements of the No-Action Letter with respect to the provision of prime brokerage services, as the same may be amended, modified or supplemented from time to time. Client further acknowledges that GS&Co. will, as required by the No-Action Letter and applicable law, enter into contractual arrangements pertaining to Prime Brokerage Transactions for Client's Account ("Contractual Arrangements") with the Executing Brokers identified on the list described above. Client acknowledges and agrees that GS&Co. shall have no suitability obligation to Client in connection with trades placed by Client or for Client by an investment adviser or other agent.

3. Accounts with Executing Brokers. Client shall not begin to effect Prime Brokerage Transactions with an Executing Broker until Client advises GS&Co. of its intent to do so and GS&Co. thereafter advises Client that GS&Co. and the Executing Broker have executed the appropriate Contractual Arrangements with respect thereto. Client understands and agrees that the Contractual Arrangements may affect GS&Co.'s dealings with Client in accordance with GS&Co.'s normal procedures. Client agrees to accept any restrictions or limitations affecting its account with GS&Co. (the "Account") that may result from such Contractual Arrangements and GS&Co.'s dealings with Executing Brokers. GS&Co. reserves the right at any time to place a limit on the type or size of Prime Brokerage Transactions which may be effected by Client with Executing Brokers generally or with any particular Executing Broker. Client acknowledges that GS has not recommended or endorsed any Executing Brokers.

4. Communications with Executing Brokers. Client understands and agrees that GS&Co. may be required by the No-Action Letter, applicable law or by the Contractual Arrangements, or that GS&Co. may otherwise deem it necessary or appropriate, to communicate information concerning Client and the Account to Executing Brokers. Such information may include: (i) whether the net equity in the Account falls below certain minimums set forth in the No-Action Letter; (ii) information regarding the allocation of Prime Brokerage Transactions to sub-accounts, if applicable; (iii) other matters requested by Executing Brokers, after consultation with

Client; and (iv) such other information as GS&Co. may deem necessary or appropriate for GS&Co.'s own protection.

5. Reporting of Trade Information; Affirmation and Settlement. Client agrees to notify GS&Co. (or cause GS&Co. to be notified by persons it has authorized in writing to do so), by 5:30 P.M. (Eastern Time) on any trade date, of the details of all Prime Brokerage Transactions effected by or on behalf of Client through Executing Brokers for such date. Client will supply GS&Co. with the following information to the extent known for each transaction: (a) Account Name; (b) Name of Executing Broker (and clearing broker, if different); (c) Security name, quantity and security symbol (or CUSIP number if no security symbol exists or is known); (d) Whether transaction is a buy, buy to cover, sell or sell short transaction; (e) Price per share or other unit (if a trade is to be reported on an average price basis, Client must compute the average price to four decimal places); (f) Exchange or other market where executed; (g) Commission rate; (h) Total execution and commission costs; (i) If an options transaction is involved, whether the transaction is an opening or closing transaction; (j) The trade date and settlement date; (k) For trades in non-U.S. markets, all other information required for GS&Co. to settle such trades; and (l) Settlement instructions.

Client understands and agrees that, subject to the provisions of this Prime Brokerage Supplement and GS&Co.'s internal policies and procedures, GS&Co. will affirm and settle transactions with an Executing Broker only to the extent that the information provided by such Executing Broker matches the trade information submitted to GS&Co. by Client. Client understands and agrees that GS&Co. may "DK" or otherwise decline to affirm and settle any and all trades as to which Client has not timely provided the foregoing information. If Client has provided information to GS&Co. that does not match the information provided to GS&Co. by the Executing Broker, and if time permits, GS&Co. will attempt to contact Client so that Client can reconcile the differences in the reported information. If such contact and reconciliation is not made, GS&Co. may, in GS&Co.'s sole discretion: (i) settle such Prime Brokerage Transactions on Client's behalf if, in GS&Co.'s sole judgment, the differences between the Client report and the Executing Broker report are not material; or (ii) "DK" or otherwise decline to affirm and settle any such Prime Brokerage Transactions.

Client further understands and agrees that if GS&Co. is responsible for settling a short sale on behalf of Client, or if Client fails to deliver any securities it has sold in a long sale, GS&Co. is authorized to borrow or obtain the securities necessary to enable GS&Co. to make delivery. Client agrees to be responsible for any cost or loss GS&Co. may incur in sourcing and maintaining the borrow, or the cost GS&Co. may incur in obtaining the securities if GS&Co. is unable to borrow such securities. Client hereby appoints GS&Co. as its agent to complete all such transactions and authorizes GS&Co. to make advances and expend monies as are required.

Client expressly acknowledges and agrees that GS&Co. shall have no responsibility or liability with respect to trade data that is not received by GS&Co. in the manner provided above. Client further acknowledges that, under any of the circumstances described in Section 13 of this Prime Brokerage Supplement, GS&Co. may decline to settle Client's Prime Brokerage Transactions. In any such case, GS&Co. will attempt to so advise Client and GS&Co. will "DK" or disaffirm such transaction or transactions in accordance with the terms of the No-Action Letter, the Contractual Arrangements, and applicable rules and procedures of any clearing agency registered pursuant to Section 17A of the Securities Exchange Act of 1934 (the "Exchange Act") that GS&Co. has agreed to use with Client and its Executing Brokers. Under such circumstances, Client acknowledges that it will be obligated to settle the Prime Brokerage Transactions directly with the Executing Broker. Client understands that the Contractual Arrangements may limit GS&Co.'s discretion and require GS&Co. to disaffirm certain Prime Brokerage Transactions that GS&Co. would have otherwise agreed to effect.

6. Confirmations. If Client has instructed Executing Brokers to send trade confirmations to Client in care of GS&Co., GS&Co. agrees that such confirmations will be made available to Client, without charge, upon its request. On the day following GS&Co.'s receipt of information from Client regarding any Prime Brokerage Transaction, GS&Co. agrees to send to Client a notification of each such trade based on the information supplied to GS&Co. by Client. Any trade notifications issued by GS&Co. as prime broker shall indicate the name of the Executing Broker involved and the other information required by the No-Action Letter, *provided* that GS&Co. shall have received such information in the manner and to the extent provided herein from Client. Client acknowledges that GS&Co. has requested that Client supply GS&Co. with all information required by Rule 10b-10 under the Exchange Act with respect to each Prime Brokerage Transaction. Client understands and agrees that the notifications sent by GS&Co. will be based solely upon the information supplied by Client.

7. Status of Client. Client represents and warrants to GS&Co. that no one except Client has a direct beneficial interest in the Account. In the

I. Prime Brokerage Supplement

event that Client is represented by an investment advisor or other agent, Client acknowledges and agrees that such agent is authorized to instruct GS&Co. with respect to Client's Prime Brokerage Transactions and shall have all powers necessary in connection therewith, including, without limitation, full access, personally or through its agents, to Client's Account information through whatever medium GS&Co. may choose for transmitting such information pursuant to GS&Co.'s agreement with such agent. Client further acknowledges that Prime Brokerage Transactions authorized by such an agent may, at such agent's instruction, be commingled with those of other clients of the agent for settlement as a single bulk trade with GS&Co., may be reported on an average price basis, and may later be allocated by such agent among such clients. Client agrees that GS&Co. shall in no event be responsible for making any determination relating to the suitability of any transaction for Client's Account.

8. Minimum Net Equity. Client shall, at all times, maintain in the Account a minimum net equity with GS&Co. of that required in the No-Action Letter (or such greater amount as to which GS&Co. may from time to time inform Client). Client shall maintain such minimum net equity in cash or securities with a ready market and shall, upon GS&Co.'s request, promptly (but no later than within five (5) business days of such request) restore such net equity if it should fall below such minimum. Client understands and agrees that failure to maintain a minimum net equity at least equal to that required by the No-Action Letter will require GS&Co. promptly to inform Executing Brokers that GS&Co. is no longer acting as prime broker for Client and that GS&Co. will "DK" or disaffirm any Prime Brokerage Transactions commenced thereafter by or on behalf of Client. In addition, Client acknowledges that failure to maintain a minimum net equity at least equal to that established by GS&Co., will permit GS&Co., in its sole discretion, to "DK" or disaffirm Prime Brokerage Transactions by or on behalf of Client.

9. Short Sales. Client agrees that no short sales will be effected by it through an Executing Broker unless a "locate" for such security has been obtained. If Client has arranged for GS&Co. to obtain such locate, GS&Co. shall have absolute discretion in the selection of sources to cover any short sales, including sourcing the securities from any other department within GS&Co. or from any affiliate. All short positions in Client's Account will be marked-to-market daily.

10. Restricted Securities. Prior to instructing the delivery into Client's Account (by purchase or otherwise) of Restricted Securities, Client agrees that it is responsible for ensuring that Client's Account is eligible to receive such Restricted Securities. Additionally, prior to placing an order for the sale or transfer of any Restricted Securities, Client agrees that it will advise the relevant Executing Broker of the status of the securities and furnish such Executing Broker with the necessary documents (including opinions of legal counsel, if it so requests) to satisfy legal transfer requirements. These securities may not be sold or transferred until they satisfy legal transfer requirements. Client agrees that even if the necessary documents are furnished by it in a timely manner, there may be delays in the delivery of securities and the subsequent crediting of cash by GS&Co. to Client's Account. Client is responsible for any delays, expenses, and losses associated with compliance or failure to comply with any and all of the requirements and rules relating to Restricted Securities.

11. Timely Settlement. Client agrees that it is responsible to GS&Co. for timely payment and delivery in connection with the settlement of all Prime Brokerage Transactions for which GS&Co. becomes responsible pursuant to the Contractual Arrangements. Client agrees to cooperate with GS&Co. in resolving disputes with Executing Brokers related to settlement of Prime Brokerage Transactions.

12. Provisional Credits. Client understands and agrees that although GS&Co. may credit or debit Client's Account on or about the settlement date with respect to a transaction executed by an Executing Broker, such credit is conditional and may be reversed upon the failure of the Executing Broker's delivery against payment or payment against delivery, as applicable.

13. Prime Broker Ceasing to Act. Client understands and agrees that GS&Co. may, (a) at any time, cease to act as prime broker for Client's Account, (b) decline to affirm, clear and settle any Prime Brokerage Transaction to the extent permissible by the No-Action Letter, or upon the occurrence of a Close-Out Event, or for any reason it deems advisable for its protection, or (c) at any time decline to affirm, clear and settle any transactions effected by an executing broker other than a Prime Brokerage Transaction. If GS&Co. does cease to act or so declines, GS&Co. will make reasonable efforts promptly to notify Client, but such notice shall not be a condition to GS&Co.'s right to cease to act as prime broker or to decline to affirm, clear or settle Prime Brokerage Transactions and GS&Co. shall incur no liability to Client or any third party for exercising such right. In any such case and in the case of any termination of this Prime Brokerage Supplement, Client understands and agrees that Client must settle outstanding trades that have been "DK'd" or

disaffirmed and all future trades (in the event this Prime Brokerage Supplement is terminated) directly with the Executing Broker.

14. Capital Introduction and Consulting Services. Client understands and agrees that GS may provide capital introduction services and consulting services to Agent. Capital introduction services involve GS introducing potential investors to Agent. Consulting services may take the form of, but are not limited in scope to, assistance with identifying technology and design and build professional service providers, assistance with facilities management requirements, applications and business processes and service providers, property searches, information technology project management and office design and build project management.

By executing this New Account Agreement and continuing to receive prime brokerage services from GS, Client is acknowledging that from time to time GS may be subject to actual or potential conflicts of interest arising out of the provision of these services to Agent, including, for example, that the fees, commissions and other revenues GS earns or expects to earn through an Account may be a significant factor in GS' determining whether Agent receives capital introduction services or receives consulting services from GS.

Client also acknowledges that in the event that GS has provided or provides consulting services to Agent, GS has or may develop business relationships with, and earn fees, commissions and other revenues from, third party service providers brought to the attention of Agent by GS. Such relationships with third party service providers may conflict with any relationship GS has or may develop with Client or Agent.

In the event GS provides capital introduction or consulting services to Agent, such services will be in complement to, and not in place of, the services provided by Agent's independent professional advisors and service providers. The capital introduction or consulting services that may be provided by GS to Agent do not form any part of the prime brokerage services provided to Client by GS and no fees are payable by Client or Agent in respect of such services.

Client should not construe Agent's receipt of capital introduction services or consulting services as an approval or endorsement of Agent or any of its advisory clients. GS shall be under no obligation to disclose to Client any information it obtains in the course of providing capital introduction or consulting services to Agent.

15. Indemnification and Disclaimer of Liability. For the avoidance of doubt, the disclaimer of liability and indemnification provisions found in Section 22 of the New Account Agreement apply to this Prime Brokerage Supplement and any Losses which may arise in connection therewith.

16. International Transactions. If Client proposes to enter into an arrangement with another broker ("Non-U.S. Executing Broker") to execute transactions in non-U.S. securities ("Non-U.S. Transactions"), Client agrees that it shall not begin to effect Non-U.S. Transactions until Client advises GS&Co. of its intent to do so and GS&Co. thereafter advises Client that GS&Co. has agreed to settle Non-U.S. Transactions executed by the Non-U.S. Executing Broker. Client agrees to accept any restrictions or limitations imposed by GS in its sole discretion in connection with GS's dealings with Non-U.S. Executing Brokers. GS reserves the right at any time to reject or place a limit on the type or size of Non-U.S. Transactions which may be effected by Client with Non-U.S. Executing Brokers generally, or with any particular Non-U.S. Executing Broker. Client acknowledges that GS has not recommended or endorsed any Non-U.S. Executing Brokers and GS shall not be responsible or liable for any acts or omissions of any Non-U.S. Executing Broker or its employees. Client agrees that, as between GS and Client, any Losses resulting from any action or failure to take action by a Non-U.S. Executing Broker or its agents or other third party with respect to Client or its Accounts, including, without limitation, the insolvency of any such party or the failure of any such party to fulfill its execution or settlement obligations, will be borne solely by Client.

If Client has provided information relating to specific Non-U.S. Transactions to GS&Co. that does not match the information provided to GS by the Non-U.S. Executing Broker, and if time permits, GS may attempt to contact Client so that Client can reconcile the differences in the reported information. If such contact and reconciliation is not made, GS may, in GS's sole discretion: (i) settle such transaction on Client's behalf if, in GS's sole discretion, the differences between the Client report and the Non-U.S. Executing Broker report are not material; or (ii) "DK" or otherwise decline to affirm and settle any such Non-U.S. Transaction.

Client understands and agrees that GS may, at any time, decline to affirm, clear or settle any Non-U.S. Transaction(s) effected by an Non-U.S. Executing Broker on Client's behalf. If GS so declines, GS will make reasonable efforts promptly to notify Client, but such notice shall not be a condition to GS's right to decline to affirm, clear or settle Non-U.S. Transactions and GS shall incur no liability to Client or any third party for exercising such right. In any such case, Client understands and agrees that Client must settle outstanding trades that have been "DK'd" or

I. Prime Brokerage Supplement

disaffirmed and all future Non-U.S. Transactions directly with the Non-U.S. Executing Broker.

Client further understands and agrees that although GS&Co. may credit or debit Client's Account on or about the settlement date with respect to an Non-U.S. Transaction executed by an Non-U.S. Executing Broker, such credit or debit is conditional and may be reversed upon or after the failure of the Non-U.S. Executing Broker's delivery against payment or payment against delivery, as applicable. Any Losses resulting from the Non-U.S. Executing Broker's failure to consummate any such transaction will, as between GS and Client, be borne solely by Client, and GS shall have no responsibility or liability to Client or any third party with respect thereto.

J. FX Trading Supplement

This Supplement (the "FX Trading Supplement") is part of Client's New Account Agreement. Unless otherwise defined in this FX Trading Supplement, defined terms have the same meaning as set forth in Client's New Account Agreement. In the event that any provision of this FX Trading Supplement conflicts or is inconsistent with any provision of Client's New Account Agreement, this FX Trading Supplement shall control for matters related to this FX Trading Supplement.

This FX Trading Supplement sets forth certain additional terms and conditions under which GS&Co. will enter into foreign exchange spot and forward transactions (each, an "FX Transaction" and collectively, "FX Transactions"), with Client; *provided*, however, nothing in this FX Trading Supplement shall obligate GS&Co. to offer to Client a particular type of FX Transaction.

1. Payments. Client understands and agrees that each payment under an FX Transaction will be made as specified in the relevant confirmation, subject to the relevant provisions of the New Account Agreement. Such payments will be made in the place of the account specified in the relevant confirmation or otherwise pursuant to the New Account Agreement, in freely transferable funds and in the manner customary for payments in the required currency.

2. Netting of Payments. Client understands and agrees that if on any date amounts would otherwise be payable: (i) in the same currency and (ii) in respect of the same FX Transaction, by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount. Client further understands and agrees that GS may, in its sole discretion, elect in respect of two or more FX Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those FX Transactions, regardless of whether such amounts are payable in respect of the same FX Transaction.

3. Margin. Client agrees to deposit and maintain initial and variation margin and to make any applicable premium payments with respect to each FX Transaction in such form and in such amounts as may be required from time to time by GS&Co. in its sole discretion. For the avoidance of doubt, in respect of securities and other property in Client's Account relating to FX Transactions, GS shall have the same rights and obligations afforded to it under Section 19 of Part G of this New Account Agreement.

4. Default. If a Close-Out Event occurs then, notwithstanding anything that may be to the contrary in the New Account Agreement, GS may, without notice or demand to Client, and at such times and places as GS may determine, cancel, terminate, accelerate, liquidate and/or close-out all FX Transactions between GS and Client.

5. FX Transaction Settlement. Client understands and agrees that GS&Co. will settle FX Transactions (either by paying U.S. dollars or non-U.S. currencies when currencies are sold by Client or by delivering currencies when currencies are purchased by Client) only (a) on the business day after GS&Co. has received the required currencies or amount of U.S. dollars or foreign currencies in immediately available funds, as the case may be, due from Client, or (b) on the designated settlement date if GS&Co. (or an affiliate on GS&Co.'s behalf) holds collateral on such date that relates solely to such settlement and that is at least equal to 100% of the amount or value due from Client on such settlement.

6. Representations and Acknowledgements. Client hereby represents and warrants, such representations and warranties to be deemed repeated every time Client enters into an FX Transaction, that Client is: (i) a sophisticated investor who has substantial experience in international financial markets with FX Transactions and fully understands the risks associated with entering into such transactions and is able to bear such risks, and (ii) an "eligible contract participant" as defined in section 1a(18) of the U.S. Commodity Exchange Act. Client hereby acknowledges that: (a) FX Transactions are principal-to-principal transactions and not entered into on any exchange, and (b) GS&Co. is acting in the capacity of an arm's length contractual counterparty to Client, and not as Client's advisor, in connection with each FX Transaction.

7. Impossibility. If, in the reasonable opinion of GS&Co., an event occurs and is continuing on any payment date, payment exchange date or settlement date of any FX Transaction under this FX Trading Supplement, in the jurisdiction (the "Event Currency Jurisdiction") of one currency for payment specified in such FX Transaction (the "Event Currency") that generally makes it impossible to either (i) convert the Event Currency into U.S. Dollars or any other currency for payment specified in such FX Transaction (the "Non-Event Currency") through customary legal channels, (ii) deliver the Non-Event Currency from accounts inside the

Event Currency Jurisdiction to accounts outside the Event Currency Jurisdiction, or (iii) deliver the Event Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction, then such payment, exchange or settlement shall be made in U.S. Dollars in an amount as determined by GS&Co. in a commercially reasonable manner.

K. Electronic Delivery Consent

This Consent to Electronic Delivery (the "**Electronic Consent**") is part of the New Account Agreement and the Third-Party Agent Supplement, as applicable. Unless otherwise defined in this Electronic Consent, defined terms have the same meaning as set forth in the New Account Agreement. In the event any provision in this Electronic Consent conflicts or is inconsistent with any provision of the New Account Agreement or the Third-Party Agent Supplement, as applicable, the provisions of this Electronic Consent shall control for matters or services related to this Electronic Consent. For the purpose of this Electronic Delivery Consent, any reference to "Client" shall also refer to Client's Agent who has been appointed and authorized under Section D of the New Account Application and Agreement. This Electronic Consent sets forth certain additional terms and conditions under which GS&Co. will deliver Account Communications (defined below) electronically, via e-mail, file protocol transfer, an online posting on GS&Co.'s website, CD-Rom or any other similar method when such delivery is available (collectively, "**Electronic Services**").

1. Consent to Delivery via Electronic Services. Client hereby consents to receiving all Account Communications from GS&Co. electronically. For this purpose, **Account Communications** includes, but is not limited to, all current and future prospectuses and other disclosure documents, proxy solicitations, Account statements, trade confirmations, margin and maintenance calls, privacy notices, disclosures, regulatory communications and other information, notices and documents (including amendments to the New Account Agreement and this Electronic Consent) delivered or provided to Client by GS&Co., the issuers of the securities in which Client invests and other parties in connection with Client's Account. Account Communications may be provided via the Electronic Services. Furthermore, Client authorizes GS&Co. to deliver Account Communications to Client by sending Client a notice, which may be in the form of an email containing a hyperlink or other instructions that directs Client to a website that contains Account Communications which can be read and printed. Client agrees that the sending of such notice by GS&Co. will constitute good and effective delivery of the Account Communications to Client, regardless of whether Client actually accesses the website containing the Account Communications. Client's consent extends to all Account Communications; however, not all Account Communications may be available for delivery via Electronic Services at this time. Client will be notified in advance by e-mail or otherwise, when new categories of Account Communications are available for delivery via Electronic Services, at which time Client may stop receiving paper versions of those Account Communications. Client acknowledges that Client may incur expenses (such as online service provider charges) associated with Client's use of the Electronic Services and agrees that Client will be solely responsible for all such expenses. In addition, Client acknowledges and agrees that:

a. Client's consent is effective immediately and will remain in effect unless and until either Client or GS&Co. revokes it. Client may revoke this consent to delivery via Electronic Services with respect to all Account Communications at any time by giving GS&Co. written notice of such revocation. GS&Co. may, but is not required to, send Client paper copies of any Account Communications that it is entitled to deliver to Client via Electronic Services. Furthermore, at Client's written request, GS&Co. will send paper copies of any Account Communications that the law requires GS&Co. to provide. Client may request paper copies of Account Communications by contacting GS&Co. Client agrees, however, that if Client (or Client's Agent, if applicable) revokes or suspends its consent or requests paper copies of Account Communications, or is deemed to have done so, GS&Co. may charge a reasonable service charge for the delivery of paper copies of any Account Communications that would otherwise be delivered to Client electronically, restrict or terminate Client's access to the Electronic Services, or eliminate product features of Client's Account. Client agrees, however, that neither Client's revocation of consent, request for paper copies, nor GS&Co.'s delivery of a paper copy will imply that the previous delivery of the Account Communications via Electronic Services did not constitute good and effective delivery.

b. Client will notify GS&Co. immediately in writing of any change in Client's e-mail address, IP address, facsimile number or any other electronic delivery address agreed between Client and GS&Co. Client may provide notice of a change in its electronic delivery address by giving written notice to GS&Co. Until GS&Co. has received and had a reasonable time to act on any notice of a change, GS&Co. may continue to send Account Communications to Client's previous e-mail address, IP address, facsimile number or other electronic address, and any such Account Communications will be deemed to have been delivered to Client, whether or not Client has actually received it.

c. Client agrees that the primary method GS&Co. will use to deliver Account Communications to Client will be to post the information on GS&Co.'s or another secure website and, to the extent required by law, to send Client an e-mail notice directing Client to the website from which the information can be read and printed. Client understands that Client may be deemed to have received certain Account Communications (such as prospectuses and other Account Communications that do not contain personal financial information) when they are posted to a publicly available website. GS&Co. reserves the right, however, to post Account Communications on the applicable website without providing notice to Client, to send Account Communications to Client by e-mail at Client's electronic address of record, by CD-ROM, or otherwise via Electronic Services. Client agrees to check GS&Co.'s website regularly, as Client may have no other way to know Account Communications have been delivered. Notwithstanding Client's consent to electronic delivery, Client will continue to receive paper copies of Account Communications that are not available via Electronic Services. Client agrees that all Account Communications provided to Client in any of the ways described in this Electronic Consent will constitute good and effective delivery of the Account Communications when sent or posted by GS&Co., regardless of whether Client actually or timely receives or accesses the Account Communications.

d. The Account Communications and other information delivered via Electronic Services may be formatted in Adobe Acrobat's portable document format ("**PDF**"), hypertext mark-up language ("**HTML**") or other file formats GS&Co. deems appropriate. In order to view or print documents provided in PDF, Client will have to obtain the Adobe Acrobat Reader, which is available free of charge at Adobe's website (located at www.adobe.com) and install it on Client's computer. If GS&Co. changes to a format other than HTML or PDF, it will provide Client with reasonable advance notice, a statement of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance if necessary. Client is responsible for having any necessary hardware, software or other technology to access any information sent via Electronic Services, including a printer or other device to download and save any Account Communications that Client may wish to retain.

2. Amendment. Client agrees that GS&Co. may change the terms of this Electronic Delivery Consent by giving Client notice of the new terms.

3. Internet Communications. GS&Co. will take measures that it believes appropriate to protect the confidentiality of information that it transmits to Client over the Internet. Client acknowledges, however, that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Client further acknowledges that GS&Co. may be unable to assist with problems that result from difficulties that Client may encounter while logging on to or accessing the Account Communications delivered via Electronic Services.

L. Special Provisions Supplement

This Supplement (the "Special Provisions Supplement") is part of Client's New Account Agreement. Unless otherwise defined in this Special Provisions Supplement, terms used but not defined herein have the meaning ascribed to them in Client's New Account Agreement. In the event that any provision of this Special Provisions Supplement conflicts or is inconsistent with any provision of Client's New Account Agreement, this Special Provisions Supplement shall control for matters related to this Special Provisions Supplement.

To the extent Client is an Anguilla LP, a Bermuda LP, a British Virgin Islands LP or a Bahamas Exempted LP, the following provisions shall apply:

Client represents that the General Partner, an entity type identified in Section A of the New Account Application ("Section A") organized under the laws of the Country of Domicile specified in Section A, is the sole general partner or are the sole general partners, as applicable, of Client which is a limited partnership organized and incorporated under the laws of the state or country identified in Section A of the New Account Application. Client will provide GS&Co. with (x) ninety (90) days' written notice prior to any change in the General Partner, and (y) immediate notice in the event any GP, GPs or General Partner of Client becomes bankrupt, insolvent or subject to any voluntary or involuntary bankruptcy, reorganization, insolvency or similar proceeding. "GP", "GPs" or "General Partner" shall mean the general partner or general partners of Client listed in Section A or any general partner, which directly or indirectly has an interest in each such general partner as of the date of this agreement, and after the date of this agreement, any additional or replacement general partner.

To the extent Client is a Jersey LP, the following provisions shall apply:

Client represents that (i) the general partner or general partners listed in Section A (the "GP") is the only general partner or are the only general partners of Client, a limited partnership established in Jersey; (the "Limited Partnership"); (ii) the Limited Partnership is duly established and validly existing under the laws of Jersey; (iii) the GP has the power and authority as a general partner of the Limited Partnership to enter into and perform its obligations under this agreement; (iv) in entering into and performing its obligations under this agreement, it is not in breach of any partnership agreement relating to the Limited Partnership or any other agreement and it is not in breach of any duty that its owes as a general partner of the Limited Partnership (whether under the Limited Partnerships (Jersey) Law 1994 or otherwise howsoever); (v) in entering into and performing its obligations under this agreement, it is acting for the purposes of the Limited Partnership and in the best interests of the limited partners of the Limited Partnership; and (vi) Client has obtained all necessary consents, licenses or authorizations (if any) which are needed in order to act as a general partner of the Limited Partnership including, without limitation, any licenses under the Financial Services (Jersey) Law 1998.

Client will provide GS&Co. with (x) ninety (90) days' written notice prior to any person (other than the GP) becoming a general partner of the Limited Partnership, and (y) immediate notice in the event (A) any receiver is appointed pursuant to the jurisdiction of any court or otherwise howsoever over or in respect of Client or all or any of the assets of the Limited Partnership; (B) any application is made by Client for the directions of any court concerning the distribution of all or any assets of the Limited Partnership in circumstances where the value of the assets of the Limited Partnership are less than the value of the then present and future liabilities of Client as a general partner of the Limited Partnership (actual and contingent); (C) if, at any time, the value of the assets of the Limited Partnership are less than the value of the then present and future liabilities of Client as a general partner of the Limited Partnership (actual and contingent); (D) the Limited Partnership is insolvent within the meaning of Article 2 of the Limited Partnerships (Jersey) Law 1994; (E) an Act of Insolvency occurring in respect of Client not in Client's capacity as a general partner of the Limited Partnership but instead in Client's own personal capacity; (F) any step is taken by any person in order to dissolve, wind-up, terminate or liquidate the Limited Partnership; (G) the Limited Partnership is dissolved, wound-up, terminated or liquidated; (H) any registration of the declaration of the Limited Partnership is cancelled pursuant to Article 21A of the Limited Partnerships (Jersey) Law 1994; (I) any court order is made for the dissolution of the Limited Partnership pursuant to Article 25 of the Limited Partnerships (Jersey) Law 1994; (J) any partnership agreement constituting or relating to the Limited Partnership is terminated or otherwise ceases to be in full force and effect; (K) the GP ceases to be a general partner of the Limited Partnership; or (L) any person (other than the GP) becomes a general partner of the Limited Partnership. As used in this paragraph, "Act of Insolvency" shall mean, in relation to an entity, where such entity: (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or

admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes, or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets; (h) is or becomes bankrupt within the meaning of the Interpretation (Jersey) Law 1954; (i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (h) above (inclusive); or (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

To the extent Client is a Cayman Trust, the following provisions shall apply:

Client represents that the Trustee is the entity type identified in Section A organized under the laws of the Country of Domicile specified in Section A. Client will provide GS&Co. with (x) ninety (90) days' written notice prior to any change in the Trustee and (y) immediate notice in the event that the Trust becomes bankrupt, insolvent or subject to any voluntary or involuntary bankruptcy, reorganization, insolvency, or similar proceeding, or if the Trust is dissolved or terminated. For purposes hereof, "Client" shall mean the trustee listed Section A (the "Trustee") acting solely in its capacity as trustee of trust or fund, as applicable, listed Section A (the "Trust").

To the extent Client is a Jersey Trust, the following provisions shall apply:

Client represents that (i) it is the only trustee of the Trust; (ii) the Trust is duly established and validly existing under the laws of Jersey; (iii) Client has the power as a trustee of the Trust to enter into and perform its obligations under the New Account Agreement; (iii) in entering into and performing its obligations under the New Account Agreement, it is not in breach of any instrument or agreement which constitutes or governs the Trust and it is not in breach of any duty that its owes as a trustee of the Trust (whether under the Trusts (Jersey) Law 1984 or otherwise howsoever); (iv) in entering into and performing its obligations under the New Account Agreement, it is acting in the best interests of all of the beneficiaries of the Trust; and (v) Client has obtained all necessary consents, licences or authorisations (if any) which are needed in order to act as a trustee of the Trust including, without limitation, any licences under the Financial Services (Jersey) Law 1998. For purposes hereof, "Trust" means the trust listed in Section A and constituted by its constitutional or organizational documents.

Client will provide GS&Co. with (x) ninety (90) days' written notice prior to any person (other than Client) becoming a trustee of the Trust, and (y) immediate notice in the event (A) any receiver is appointed pursuant to the jurisdiction of any court or otherwise howsoever over or in respect of Client or all or any of the assets of the Trust; (B) any application is made by Client for the directions of any court concerning the distribution of all or any assets of the Trust in circumstances where the value of the assets of the Trust are less than the value of the then present and future liabilities of Client as trustee of the Trust (actual and contingent) and disregarding any limitation of liability (whether such limitation of liability arises as a matter of statute, contract or otherwise howsoever); (C) if, at any time, the value of the assets of the Trust are less than the value of the then present and future liabilities of Client as trustee of the Trust (actual and contingent) and disregarding any limitation of liability (whether such limitation of liability arises as a matter of statute, contract or otherwise howsoever); (D) an Act of Insolvency occurring in respect of Client not in Client's capacity as trustee of the Trust but instead in Client's own personal capacity; (E) any step is taken by any person in order to dissolve, wind-up or liquidate the Trust; (F) the Trust is dissolved, wound-up or liquidated; (G) the instrument or agreement constituting the Trust is terminated or otherwise ceases to be in full force and effect; or (H) Client ceases to be a trustee of the Trust, or any person (other than Client) becomes a trustee of the Trust. As used in this paragraph, "Act of Insolvency" shall mean, in relation to an entity, where such entity: (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes, or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other

relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets; (h) is or becomes bankrupt within the meaning of the Interpretation (Jersey) Law 1954; (i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (h) above (inclusive); or (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.