



Dear Client:

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

All clients must complete **Sections A, B and D** 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.

Additional Required Documents:

1. Organizational / Authority Documents

- a. Documentation showing/establishing the existence of entity (e.g., articles of incorporation, government-issued business license, partnership agreement, trust agreement, offering memorandum, prospectus, statutes, etc.); in the case of Pension Plans and other Retirement Arrangements, plan documents and trust agreements and any of the items in 1(f) below; in addition, in the case of Governmental retirement programs, any statute, rule, regulation or constitutional provision authorizing or restricting investments or parties with whom the plan can transact;
- b. Documentation establishing authority to engage in securities and/or derivative transactions (e.g., internal investment policy, prospectus, trust agreement, Board certified minutes/resolutions, etc.);
- c. Signature authority of individual signing the enclosed documents;
- d. Government issued identification number;
- e. Current financial information (e.g., financial statements, assets under management, etc.); and
- f. Investment management agreement, with investment guidelines, if applicable.

2. Trading Authorization (if applicable)

If the Entity is designating an agent to place orders on its behalf (such as a hedge fund designating an investment manager), please complete the Third-Party Agent Authorization located in Section C.1 of the attached application. **The agent must also sign (in Section D), signifying acceptance of this authority.**

3. IRS Tax Forms (W-8 or W-9)

Please complete the appropriate tax form and return to us along with the Application.

Sincerely,

Goldman, Sachs & Co.

A. Entity Information (REQUIRED)

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 |
| Check one of the following: | | | |
| <input type="checkbox"/> C Corporation | <input type="checkbox"/> Trust – Irrevocable | <input type="checkbox"/> Government/Government Entity (including a retirement plan) | |
| <input type="checkbox"/> S Corporation | | | |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Foundation/Endowment – Trust | <input type="checkbox"/> Corporate Retirement Plan e.g., pension, profit-sharing, 401(k) or other plan. | |
| | <input type="checkbox"/> Foundation/Endowment – Corporate | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Special Purpose Vehicle | <input type="checkbox"/> Other (please specify): _____ | |
| | <input type="checkbox"/> Private Equity Fund | | |
| <p>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"/></p> <p>If checked provide large trader ID(s) (LTID) of the Entity applicable to this account including any suffixes. Note: Any Agent appointed by the Entity in Section C that is a Large Trader must also provide its LTID for this account:</p> <p>_____</p> | | | |

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 |

Mailing Address (if different):

| | | | |
|---------|----------------|-------------|---------|
| Address | | | |
| City | State/Province | Postal Code | Country |

Political Affiliation:

Check box if any beneficial owner or principal of this entity or their immediate family member is 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 enterprise, corporation, business or entity formed by or for the benefit of such individual.

If checked, provide name(s) and political affiliation: _____

Broker-Dealer Status:

Is the Entity a United States registered broker-dealer? Yes No

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"/> |

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

A. Entity Information **(REQUIRED)**

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)

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 Jurisdiction¹ , 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. | | |

Canadian Resident Clients: If you are a Canadian resident, please complete the following information, requested to satisfy the "know your client" requirements of National Instrument 31-103 - Registration Requirements and Ongoing Registrant Obligations.

1. Are you an "insider" of a publicly traded issuer? Yes No

For the purposes of question 1, an "insider" includes the following:

- a. a director or officer of a publicly traded issuer;
- b. a director or officer of a person or company that is itself an insider or subsidiary of a publicly traded issuer;
- c. a person or company that has beneficial ownership of, or control or direction over, directly or indirectly, securities of a publicly traded issuer carrying more than 10 per cent of the voting rights attached to all the publicly traded issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution; or
- d. a publicly traded issuer that has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security,

For the purposes of question 1, a "publicly traded issuer" includes ANY entity (whether or not organized in Canada) whose securities are publicly traded inside or outside of Canada.

2. If you answered "yes" to question 1, please provide the name(s) and trading symbol(s) of the issuer(s):

3. If you are a corporation, partnership or trust or other non-individual, please identify any person who owns or controls 25% or more of your shares (if you are a corporation) or exercises control over your affairs (if you are a partnership or trust or other non-individual)

Investment Objective: Institutional Client:

In lieu of providing an investment objective, the Entity represents that it (together with its agents, if applicable) has the capability to independently evaluate investment risk and is exercising independent judgment in evaluating investment decisions in that its investment decisions will be based on its own independent assessment of the opportunities and risks presented by a potential investment, market factors and other investment considerations. The Entity acknowledges that information provided by GS&Co. or any affiliate is not and will not form a primary basis for any investment decision.

¹ 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.

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"/> | Trust- with an Individual as a Trustee | Grantor/settlor, the trustees and beneficial owners of the trust assets | I and II |
| <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"/> | 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"/> | 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)

1a. Third-Party Agent Appointment and Authorization:

(Complete only if the Entity is authorizing a third party to act as agent. **DO NOT COMPLETE FOR EMPLOYEES OF THE ENTITY.**)

| | |
|--|--|
| 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): | |
| <input type="checkbox"/> 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.) | |
| <input type="checkbox"/> 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.) | |
| Please note that the AGENT MUST SIGN IN SECTION D OF THIS APPLICATION ACCEPTING THIS AUTHORIZATION. | |

1b. Agent's Information, Tax ID, Jurisdiction of Organization:

| | |
|--|--|
| Name of Entity Acting as Agent: | |
| Tax Identification Number (or, for any non-U.S. Agent, any Government-Issued Identification Number): | Agent is Organized under the Laws of (state/country): |
| Agent's Principal Place of Business is in (state/country): | |
| Is the Agent a United States registered broker-dealer? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is the Agent a United States registered investment adviser? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If Entity is a corporate or other retirement plan or its assets are "plan assets": Is the 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 |

1c. Agent's Legal Address (used for tax reporting purposes; no P.O. Boxes, please):

| | | | |
|---------|----------------|-------------|---------|
| Address | | | |
| City | State/Province | Postal Code | Country |

2. Margin Account

| |
|--|
| <input type="checkbox"/> The Entity hereby applies for a Margin Account. In addition to other applicable agreements and supplements set forth herein, the Entity acknowledges receipt of the Interest Charges and Margin Requirements Disclosure Statement, the Margin Risk Disclosure Statement, 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 agrees that neither GS&Co. nor its affiliates has 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. |
|--|

3. Listed Options Transactions

| |
|---|
| <input type="checkbox"/> The Entity hereby applies for approval 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 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 represents that it has an annual income of over \$100,000 and a net worth of over \$250,000. |
|---|

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

| | |
|---|---|
| <input type="checkbox"/> 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. The Entity agrees to provide GS&Co. with written updates to this list. | |
| 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)

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. 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. If the Entity has completed the Third-Party Agent Authorization in Section C.1 of this Application, the Entity hereby confirms the appointment of such agent as described in the relevant portions of the Application and Supplements to the New Account Agreement, including, without limitation, the Third-Party Agent Supplement and Authorization.

A predispute arbitration clause is contained on page G-5 in Section 27 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 | |
| Signature of <i>Additional</i> Signatory | Date | Signature of <i>Additional</i> Signatory | Date |
| X | | X | |
| Print Name of <i>Additional</i> Signatory | | Print Name of <i>Additional</i> Signatory | |
| Print Title of <i>Additional</i> Signatory | | Print Title of <i>Additional</i> Signatory | |

Third-Party Agent Authorization (if applicable)

By signing below, the Agent hereby accepts its appointment as Agent for the above Entity and agrees to be bound by the attached New Account Agreement as well as the attached Supplemental Documents (which it hereby acknowledges receiving), which are incorporated by reference herein, including, without limitation, the Third-Party Agent Supplement and Authorization. Agent represents to GS&Co. that all information provided in this New Account Application and Agreement For Entities package is accurate and complete, and the Entity and the Agent each agree to notify GS&Co. immediately of any changes to this information.

Signature of Agent

| | | | |
|---|------|---|------|
| Print Name of Agent | | | |
| Large Trader Information: | | | |
| Check box if Agent is a Large Trader as defined under Rule 13h-1 that is exercising investment discretion (as defined in Rule 13h-1) in respect of securities transaction in this account. <input type="checkbox"/> | | | |
| If checked, provide large trader ID(s) (LTID) applicable to this account, including any suffixes: _____ | | | |
| Signature of Authorized Signatory of Agent | Date | Signature of <i>Additional</i> Signatory of Agent | Date |
| X | | X | |
| Print Name of Authorized Signatory of Agent | | Print Name of <i>Additional</i> Signatory of Agent | |
| Print Title of Authorized Signatory of Agent | | Print Title of <i>Additional</i> Signatory of Agent | |

For Goldman, Sachs & Co. use only

Registered Representative Receiving Account: _____

Accepted by: _____

Date: _____

Date: _____

E. 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, commodity, 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 |

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| Print Name and Title |
| Signature X |

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| Print Name and Title |
| Signature X |

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| 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, 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 these 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 | |
| Signature of General Partner #1 X | Date |
| Print Name and Title of General Partner #1 | |
| Signature of General Partner #2 X | Date |
| Print Name and Title of General Partner #2 | |
| Signature of General Partner #3 X | Date |
| Print Name and Title of General Partner #3 | |

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 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 Accounts 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 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' 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' 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 "Interest Charges and Margin 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 "Interest Charges and Margin Requirements Disclosure Statement" and a side rate letter, if applicable, and agrees to

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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 pay promptly any custody or other fees which may be imposed by GS&Co. with respect to the 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&Co., Goldman Sachs Execution & Clearing, L.P. 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 acknowledges that, on occasion, GS&Co. may not be in a position to make a recommendation or render an opinion with respect to any security. 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 agents, 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's agent 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 to 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.

Reports or confirmations of the execution of orders and statements of Client's Account 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.

Communications mailed, electronically transmitted or otherwise sent to Client at the address specified in GS&Co.'s records shall, until GS&Co. has received notice in writing of a different address and has updated its records (which update may take up to three (3) business days after receipt), be deemed to have been forwarded by GS&Co. when sent.

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 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 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

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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 may be included in Client's account statement as a courtesy, but they are not subject to the protections provided by SIPC, SIPA (each as defined below), Rule 15c3-3 and other U.S. law. No information relating to Client-Specific Market Assets has been verified by GS 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, Client is aware of and agrees to be bound by all laws and rules applicable to the trading of option contracts. 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. sales 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 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.

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

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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 undersigned person. 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. 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' name for any purpose without GS' 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 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 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

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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 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. All waivers and modifications must be in writing. Any purported assignment in violation of this Section 24 will be void.

25. ERISA. If part or all of the assets of Client constitute the assets of an employee benefit plan subject to Title I of the ERISA or Section 4975 of the Code 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 4975 of the Code or Section 406 of ERISA and Client shall enter into any transaction hereunder solely on the basis of determining 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) Client's investment manager will be eligible to act as a "qualified professional asset manager" within the meaning of Department of Labor Prohibited Transaction Class Exemption 84-14 with respect to Client and each employee benefit plan the assets of which constitute the assets of Client; (iii) Client's investment manager will at all times meet the requirements of Section 412 of ERISA; (iv) 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, and (v) 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.

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.

27. 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 27, the term "Client" shall include any and all other persons acting on behalf of Client in connection with this New Account Agreement.

28. 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

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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 of Agent. Client hereby authorizes 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, 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. This authorization and indemnity: (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 C.1 of the New Account Application and Agreement for Entities and this Agent Supplement and such revocation shall cancel all outstanding unexecuted orders which can be cancelled, 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.

If Client has checked the box next to the heading "Trade and Broad Authority to Move Assets" in Section C.1 of the New Account Application and Agreement For Entities, 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 C.1 of the Application and this Agent Supplement (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 or 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.

3. Certain Provisions Related to Retirement Plans. If 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 the Employee Retirement Income Security Act of 1974, as amended ("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 Section 406 of ERISA and Section 4975 of the Internal Revenue Code of 1986 (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; (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

H. Third-Party Agent Supplement and Authorization

or Section 4975 of the Code. In addition to the foregoing, Agent and Client each represents 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.

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. 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. 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&Co. has not recommended or endorsed any Executing Brokers and GS&Co. shall not be responsible or liable for any acts or omissions of any Executing Broker or its employees. Client agrees that, as between GS&Co. and Client, any Losses resulting from any action or failure to take action by an 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 settlement obligations, will be borne solely by Client and Client agrees to indemnify GS&Co., and to hold GS&Co. harmless, in connection therewith.

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. Client hereby consents to, and agrees to hold GS&Co. harmless with respect to, the release to Executing Brokers of any and all information regarding Client and the Account in accordance with the foregoing.

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, and Client agrees that GS&Co. shall be held harmless for complying with such Contractual Arrangements.

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

I. Prime Brokerage Supplement

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 and that GS&Co. assumes no responsibility, and Client will hold GS&Co. harmless in connection therewith.

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 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. 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) 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 and agrees to hold GS&Co. harmless in connection therewith.

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. Client will be responsible for any losses, claims and expenses, including those resulting from buy-

ins or sell-outs of securities, resulting from failure to timely settle such transactions and will hold GS&Co. harmless in connection therewith.

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. Any losses resulting from the Executing Broker's failure to consummate any such transaction will, as between GS&Co. and Client, be borne solely by Client and GS&Co. shall have no responsibility or liability to Client or any third party with respect thereto.

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. Security. Client shall be responsible for safeguarding any testkeys, identification codes or other security devices which GS&Co. shall make available to Client, including any of the foregoing used to transmit instructions, and GS&Co. shall have no liability for any loss incurred by Client arising out of any failure or misuse of SWIFT, tested telex or any "on-line" system used to transmit instructions.

15. 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.

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.