

Account No.

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PRIME BROKER MARGIN ACCOUNT AGREEMENT

DEUTSCHE BANK SECURITIES INC. ("DBSI") and COMPASS OFFSHORE HTV PCC LIMITED, for and on behalf of its U.S. Dollar Cell (the "Counterparty"), hereby enter into this Prime Broker Margin Account Agreement (the "Agreement"), dated as of the date specified on the signature page. "DB Entities" as used in this Agreement means DBSI along with DEUTSCHE BANK AG, NEW YORK BRANCH ("DBNY"), DEUTSCHE BANK AG, ACTING THROUGH ITS LONDON BRANCH ("DBL"), Deutsche Bank AG (including any branch thereof), and any of the current and future subsidiaries, parents, affiliates, divisions, officers, directors, agents and/or employees of the foregoing entities, either collectively or individually, as the context requires.

Whereas Counterparty wishes to have DBSI and the other DB Entities accept and maintain one or more of its accounts relating to financial transactions (the "Accounts") and wishes DBSI and the other DB Entities to carry out the tasks set forth in this Agreement, and the DB Entities are willing to open such Accounts;

Now, therefore, the parties agree as follows:

1. APPLICABLE REQUIREMENTS

Counterparty acknowledges that this Agreement shall be subject to the Securities and Exchange Commission No-Action letter, dated January 25, 1994, (the "SEC Letter"), relating to prime brokerage, as amended from time to time, and all applicable laws, rules, and regulations, including, without limitation, those of all U.S. and, if applicable, non-U.S., federal, state and local governmental authorities, self-regulatory organizations, markets, exchanges and clearing facilities (the "Applicable Requirements").

2. PRIME BROKERAGE

Counterparty may maintain brokerage accounts with a number of other brokers ("Executing Brokers") and may from time to time place orders to be executed by an Executing Broker designating DBSI as its "Prime Broker." Counterparty hereby appoints DBSI, in accordance with the terms of this Agreement, to act as its Prime Broker. Counterparty acknowledges that it is familiar with and agrees to comply with the terms of the SEC Letter and to inform DBSI promptly if it fails to do so. In connection therewith, Counterparty authorizes DBSI to execute an agreement with all Executing Brokers (a "Prime Brokerage Agreement"), to provide any relevant information relating to Counterparty to the Executing Brokers, and to perform any necessary or useful act as Prime Broker in accordance with this Agreement or the Applicable Requirements.

(a) Counterparty or its authorized representative will advise DBSI prior to 5:30 p.m. (New York time) on trade date of the details of all transactions (the "Trade Data") effected for it by an Executing Broker. DBSI is authorized to acknowledge, affirm, settle and clear all such transactions. DBSI is further authorized to undertake to resolve any unmatched trade report received by it from an Executing Broker; provided, however, that Counterparty shall remain responsible for the ultimate resolution and that DBSI shall have no responsibility with respect to Trade Data not correctly transmitted to it on a timely basis.

(b) Counterparty agrees to pay all Executing Broker fees agreed to by it and to make any necessary arrangements concerning the payment of any such fees. The DB Entities are authorized to pay any such fees from the Accounts of Counterparty.

(c) On the Business Day following each transaction, DBSI shall send Counterparty a notification of each trade placed with any Executing Broker based upon information provided by Counterparty. Each such notification shall provide the information required by the SEC Letter. If Counterparty has instructed Executing Brokers to send trade confirmations to Counterparty in care of DBSI, Counterparty understands that such confirmations are available to Counterparty without charge upon request. Except as otherwise explicitly provided herein, "**Business Day**" as used in this Agreement means any day other than a Saturday, Sunday and or other day on which the New York Stock Exchange is closed. All references to time herein are to time in New York City.

(d) As between Counterparty and DBSI, the Executing Broker will be acting as an agent of Counterparty. Counterparty understands that no order may be accepted by DBSI as Prime Broker from an Executing Broker not acceptable to DBSI and with whom DBSI has not entered into a Prime Brokerage Agreement. Counterparty will use its best efforts to assure that its Executing Brokers comply with any Prime Brokerage Agreement to which such Executing Broker is a party. Counterparty further agrees that, as between the relevant DB Entity and Counterparty, any loss resulting from an Executing Broker's non-compliance therewith, or resulting from any other action taken or not taken by an Executing Broker or its agent with respect to Counterparty 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 Counterparty and Counterparty agrees to indemnify the relevant DB Entity in connection therewith. Counterparty understands that DBSI will not be bound to make any investigation into the facts surrounding any transaction to which Counterparty is a party with or through an Executing Broker.

(e) Counterparty agrees that the DB Entities shall be under no obligation to enter into any Contract with, or to effect or settle any trade on behalf of, Counterparty. Without limiting the foregoing, Counterparty acknowledges that DBSI reserves the right at any time to place a limit on the type or size of transactions executed by any Executing Broker, which are to be settled and cleared by DBSI and DBSI shall provide to Counterparty, prior notice of such limitation, to the extent practicable, market conditions permitting.

(f) Counterparty understands and agrees that it must maintain in its Accounts with DBSI a minimum net equity in cash and securities with a ready market no less than is required by the SEC Letter (the "**Minimum Net Equity**"). If the Minimum Net Equity in Counterparty's Accounts with DBSI falls below the amount required by the SEC Letter, and it does not bring its Accounts into compliance in accordance with the Applicable Requirements, Counterparty authorizes DBSI to notify all Executing Brokers of this event. In such event, Counterparty further understands and agrees that DBSI is required by the SEC Letter to disaffirm any transaction effected for it by an Executing Broker. Should DBSI be required to disaffirm any transaction of Counterparty's, all of Counterparty's transactions that day shall be disaffirmed. In that case, DBSI shall send a cancellation notification to Counterparty to offset the prior notifications and Counterparty understands that it must settle outstanding trades directly with the Executing Brokers and hereby authorizes DBSI to provide the Executing Brokers with any relevant information.

(g) If Counterparty's Accounts are managed on a discretionary basis by a third party (the "**Advisor**"), Counterparty hereby authorizes DBSI to commingle its prime brokerage transactions with those of other accounts managed by the Advisor ("**sub-accounts**") for settlement in bulk in accordance with the Advisor's instructions. Counterparty understands that no part of any transaction may be allocated to sub-accounts having a net equity below the minimum levels established by the SEC Letter and that, should such a net equity maintenance problem occur in any such sub-account, DBSI may be required to disaffirm the entire transaction. Counterparty agrees that, in that event, prior to the disaffirmance deadline established by the SEC Letter, the Advisor may resubmit the bulk trade so as to exclude those securities which were originally allocated to the

sub-account failing to meet the minimum net equity or, if permissible, re-allocate the entire prime brokerage transaction to those sub-accounts meeting the net equity requirements established by the SEC Letter. For purposes of this paragraph, Manager (as defined below) shall be considered an Advisor.

3. REPRESENTATIONS AND WARRANTIES OF COUNTERPARTY

Counterparty hereby represents and warrants as of the date hereof, which representations and warranties will be deemed repeated on each date on which a transaction or Contract is effected or remains outstanding for Counterparty's Accounts, that:

- (a) Counterparty is duly organized and validly existing under the laws of the jurisdiction of its organization;
- (b) the execution, delivery and performance by Counterparty of this Agreement and the consummation of the Contracts and the fulfillment of the Obligations (as defined below) (for avoidance of doubt, including all transactions thereunder), do not and will not result in a breach or violation of any law, rule, regulation, order, or award binding on Counterparty or its property, or Counterparty's organizational documents, or any material contract or other instrument binding on or affecting Counterparty or any of its property;
- (c) Counterparty has full power and is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder and under any Contract, and this Agreement has been duly executed and delivered by Counterparty, and this Agreement does and the Contracts do or will constitute valid, binding and enforceable agreements of Counterparty, enforceable in accordance with their terms, subject to applicable bankruptcy and similar laws affecting creditors' rights and general principles of equity;
- (d) no consent of any person and no authorization or other action by, and no notice to, or filing with, any governmental authority or any other person is required that has not already been obtained (i) for the due execution, delivery and performance by Counterparty of this Agreement or for the consummation of the Contracts and the fulfillment of the Obligations; (ii) for the pledge by Counterparty of the Collateral or the perfection or maintenance of the first priority security interest created hereby; or (iii) for the exercise by any of the DB Entities of the rights or remedies provided for in this Agreement, including rights and remedies in respect of the Collateral;
- (e) unless Counterparty otherwise informs DBSI in writing, Counterparty is not an affiliate (as defined in Rule 144(a)(1) under the Securities Act of 1933) of the issuer of any Collateral;
- (f) Counterparty's annual audited financial statements, monthly statements of performance and net asset values or similar documents previously or hereafter provided to the DB Entities do or will fairly present the financial condition of Counterparty as of the date of such financial statements and the results of its operations for the period for which such financial statements are applicable, and with respect to annual audited financial statements only, have been prepared in accordance with U.S. generally accepted accounting principles and have been certified without reservation by a firm of independent public accountants, and Counterparty will promptly furnish to the relevant DB Entity appropriate financial statements or similar documents upon the relevant DB Entity's request and any other information as the relevant DB Entity may reasonably request;
- (g) no person (other than any DB Entity) has an interest in the Accounts or any other accounts of Counterparty with any of the DB Entities or any Collateral or other assets or property held therein or credited thereto;

(h) MIO Partners, Inc. ("Manager") has been duly appointed as an investment manager within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to each plan subject to ERISA that is invested in the Counterparty and has the power to act on behalf of the Counterparty hereunder;

(i) The Manager qualifies as an "in-house asset manager" ("INHAM") as defined in Section IV(a) of U.S. Department of Labor Prohibited Transaction Class Exemption ("PTCE") 96-23, as amended ("PTCE 96-23"), and either (a) each transaction covered by this Agreement or other Contract does not and will not constitute a non-exempt prohibited transaction under Section 406 ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the application of a PTCE or other applicable exemption or exception, other than PTCE 96-23, or (b) each transaction covered by this Agreement or other Contract does not and will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code by reason of the application of PTCE 96-23, assuming that the conditions in Part I(c) and (d) of PTCE 96-23 are met (to the best of Counterparty's knowledge, such conditions are met);

(j) The Manager has and will have full discretionary authority under the Investment Advisory Agreement dated as of July 23, 1999 between the Manager and Compass Managers Limited, as supplemented by the Supplemental Investment Advisory Agreement dated as of November 25, 2002 (the "Investment Management Agreement") and under any amendment thereto to enter into this Agreement, each other Contract and any transaction thereunder, and, in acting thereunder, the Manager will not exceed its authority under the Investment Management Agreement;

(k) This Agreement is, and each transaction thereunder will be, permitted under any investment guidelines to which the Manager is subject;

(l) Counterparty acknowledges and agrees that, with respect to the assets of the Counterparty involved in this Agreement, any Contract or any transaction thereunder, (a) no DB Entity has provided or will provide any advice that has formed or may form a primary basis for any investment decision by the Counterparty, (b) no DB Entity does or will have any authority or control with respect to the management or disposition of such assets, (c) no DB Entity is or will otherwise be a "fiduciary" with respect to the Counterparty within the meaning of section 3(21) of ERISA (including, without limitation, by virtue of its reservation or exercise of any rights it may have under any Contract); and (d) no DB Entity has received or will receive any compensation for providing investment advice to the Counterparty;

(m) Counterparty shall comply with all of the Applicable Requirements relating to short sales, including but not limited to the requirement that no short sale may be effected through DBSI or an Executing Broker unless Counterparty has first determined with DBSI that the securities are available for delivery, and Counterparty, when placing with any of the DB Entities any short sale order, will designate it as such, and when placing with any of the DB Entities any sell order for a long Account, will designate it as such, and any sell order which Counterparty shall designate as being "long", as above provided, is for securities then owned by Counterparty and, if such securities are not then deliverable by DBSI from any Accounts of Counterparty, the placing of such order shall constitute a representation by Counterparty that it is impracticable for Counterparty then to deliver such securities to the relevant DB Entity but that Counterparty will deliver them as soon as it is possible to do so;

(n) Notwithstanding any provision of this Agreement or any other Contract, in no event shall any DB Entity have responsibility for compliance with Sections 403 or 404(b) of ERISA in connection with this Agreement, any other Contract or any transaction thereunder; and

(o) Counterparty's jurisdiction of organization, type of organization, place of business (if it has only one place of business) or chief executive office (if it has more than one

place of business) and organizational identification number are, in each case, as set forth on the signature page hereof or as shall have been notified to DBSI pursuant to Section 6(g).

3A. ADDITIONAL AGREEMENTS OF DBSI

(a) DBSI agrees to enter into no transaction hereunder or under any Contract with respect to which it has actual knowledge that the conditions in Part I(c) and (d) of the INHAM Exemption are not met (for avoidance of doubt, nothing herein shall impose upon DBSI or any DB Entity any authority or responsibility to Counterparty for determining whether such conditions are met).

(b) At all times during the term of the Agreement, unless Department of Labor Regulation Section 2550.404b-1(a)(2)(i) applies, the DB Entities agree to expend commercially reasonable efforts to comply with instructions from the Manager (or applicable Advisor) designed to achieve compliance with Section 404(b) of ERISA and the regulations issued thereunder. A DB Entity will inform the Manager (or applicable Advisor) if it cannot comply with an instruction in this regard.

4. ACCOUNTS MAINTAINED BY THE DB ENTITIES

(a) Counterparty will at all times maintain in and furnish to the Accounts maintained by the DB Entities such items of Collateral as is required by them as appropriate in light of outstanding Contracts, Obligations and potential Obligations in accordance with the timing set forth below. Such Collateral requirements shall be set from time to time by the DB Entities in their discretion but subject to the terms of any Committed Facility Agreement in place between the parties from time to time, and by applicable statutes, rules and regulations. All Collateral shall be delivered by Counterparty to the Accounts within the following time periods: if a margin call is made: (1) on or before 10:00 a.m. (New York City time) on any Business Day, then margin must be delivered in satisfaction of such margin call no later than 5:00 p.m. (New York City time) on such Business Day, and (2) after 10:00 a.m. (New York City time) but before 5:00 p.m. (New York City time) on any Business Day, then margin must be delivered in satisfaction of such margin call no later than 12:00 p.m. (New York City time) on the next succeeding Business Day.

(b) Counterparty agrees that the DB Entities, at any time at any DB Entity's discretion and without prior notice to Counterparty, may use, apply, or transfer any and all Collateral interchangeably between DB Entities in any Accounts in which Counterparty has an interest. With respect to Collateral pledged principally to secure Obligations under any Contract, the DB Entities shall have the right, but in no event the obligation, to apply all or any portion of such Collateral to Counterparty's Obligations to any of the DB Entities under any other Contract, to transfer all or any portion of such Collateral to secure Counterparty's Obligations to any of the DB Entities under any other Contract, or to release any such Collateral.

(c) Payment to a DB Entity with respect to a transaction or Obligation will not be "final" until the relevant DB Entity shall have received immediately available funds which under applicable law or rule are irreversible, which are not subject to any security interest (other than that set forth herein or in any other agreement between Counterparty and a DB Entity), levy or other encumbrance, and which are specifically applicable, or deemed by the relevant DB Entity to be specifically applicable, to such transaction or Obligation. A debit by a DB Entity to any other Accounts of Counterparty maintained by the DB Entities or to an account of any third party to whom or for whose account securities have been delivered shall not constitute final payment to the extent that such debit creates an overdraft or does not otherwise result in the receipt by the relevant DB Entity of immediately available, irreversible and unencumbered funds.

(d) Counterparty shall give the DB Entities Authorized Instructions in form and substance satisfactory to them, in compliance with any policies received from the relevant DB Entity, and meeting the requirements set forth in Schedule A or as otherwise instructed by the DB Entities, in accordance with procedures mutually agreed upon between Counterparty and the relevant DB Entity, which may include telephone, facsimile or e-mail. Counterparty hereby

acknowledges and agrees that (i) it considers such procedures to be commercially reasonable for Counterparty's circumstances, including the size, type, and frequency of payment orders normally issued by Counterparty to the DB Entities, (ii) Counterparty has expressly chosen such specific procedures after considering other commercially reasonable alternative procedures offered by the DB Entities and (iii) Counterparty expressly agrees to be bound by any instruction, notice, request, waiver, consent, receipt or other document whether or not authorized, issued in its name and which the DB Entities reasonably believe to be genuine and transmitted by authorized persons. The DB Entities shall be entitled to rely upon the identity and authority of the authorized persons designated pursuant to this Agreement until it receives an Authorized Instruction from Counterparty to the contrary.

(e) A DB Entity, in its sole discretion, may, as a matter of bookkeeping convenience, record as transferred into and held in Accounts for Counterparty any Collateral upon its receipt of Authorized Instructions or any notice, request, confirmation or other document which it reasonably believes to be genuine or transmitted by authorized persons. Notwithstanding any such recordation, the DB Entities assume no responsibility, and expressly disclaim all responsibility, for (i) confirming or verifying the validity, or the accuracy of any terms and conditions, of any Collateral indicated in any such Authorized Instruction or other document, (ii) ensuring, protecting or confirming Counterparty's purported title or other legal rights in such Collateral and the good deliverable form or otherwise of such Collateral from any clearing agent, transfer agent, Federal Reserve book entry system, issuer, broker, dealer or third person. Counterparty shall at all times bear the risk of, and liability for, any defect in the title or other legal rights it purports to have in any Collateral.

(f) The DB Entities may, as a matter of bookkeeping convenience, credit any of the Accounts with dividends, other distributions or cash equivalent payments with respect to the Collateral or with the proceeds relating to Collateral, or the disposition of Collateral prior to its actual receipt of final payment therefor. Counterparty agrees that such bookkeeping credits, however characterized, shall be conditional upon the DB Entities' actual receipt of final payment and may be reversed and that Counterparty bears the risk of such non-receipt.

(g) All income and receipts, sale proceeds and other cash accruing on or arising in respect of items in any Account and other cash sums received by the DB Entities for any of Counterparty's Accounts will be automatically applied in immediate repayment (to the extent of the amount received) of any debit balance owing with respect to any Account of Counterparty.

5. CUSTODY PROVISIONS

Counterparty authorizes each of the DB Entities to:

- (a) receive and collect all income, dividends, distributions, cash equivalent payments and principal with respect to the Collateral and to credit the same to any Account held by it;
- (b) take nondiscretionary action on corporate events;
- (c) exchange Collateral when the exchange is purely ministerial;
- (d) surrender Collateral at maturity or when called for redemption upon receiving payment therefor;
- (e) execute in Counterparty's name such ownership and other certificates as may be required to obtain the payment of income from the Collateral;
- (f) register Collateral in the name of any of the DB Entities or its nominee or agent;

(g) endorse for collection, in Counterparty's name, checks and other negotiable instruments;

(h) pay from the Accounts, either to itself or to any other DB Entity, any debit balance owing to it with respect to any Account of Counterparty, and any interest and service charges on Counterparty's debit balance at the rates then charged by the relevant DB Entity provided such rates shall be subject to the terms of any Committed Facility Agreement in place between the parties from time to time and, further provided that, all such payments shall be accounted for to Counterparty;

(i) pay itself or others, from the Accounts, for fees and expenses relating to its duties under this Agreement, and shall be subject to the terms of any Committed Facility Agreement in place between the parties from time to time, provided that all such payments shall be accounted for to Counterparty;

(j) pay from the Accounts the commissions of any of the DB Entities, markups and other charges subject to the terms of any Committed Facility Agreement in place between the parties from time to time, provided that all such payments shall be accounted for to Counterparty;

(k) pay from the Accounts any fees, fines, penalties or other charges imposed by any governmental or self-regulatory authority or any court of competent jurisdiction on any Account opened or transaction executed for Counterparty;

(l) pay from the Accounts any applicable taxes or interest on any of the foregoing, together with the relevant DB Entity's costs and reasonable attorney's fees incurred in collecting any such debit balance or unpaid deficiency in the Accounts of Counterparty with the DB Entities; and

(m) in general, attend to all matters in connection with the custody, sale, purchase and transfer of and other dealings with respect to the Collateral credited to any Account and the Contracts of Counterparty.

6. SECURITY INTEREST AND LIEN

(a) The term "Collateral" shall mean (i) any or all of Counterparty's Accounts with any of the DB Entities; (ii) any cash, securities, commodities, general intangibles and other property which may from time to time be deposited, credited, held or carried in any such Account, that is due to Counterparty, or that is delivered to or in the possession or control of any of the DB Entities or any of the DB Entities' agents and all security entitlements with respect to any of the foregoing; (iii) all of Counterparty's rights, title or interest in, to or under any Contract with any of the DB Entities, including obligations owed to Counterparty by another DB Entity; and (iv) all income and profits on any of the foregoing, all dividends, interest and other payments and distributions with respect to any of the foregoing, all other rights and privileges appurtenant to any of the foregoing, including any voting rights and any redemption rights, and any substitutions for any of the foregoing and any proceeds of any of the foregoing, in each case whether now existing or hereafter arising (together with the accounts in which such property and financial assets are held).

(b) Counterparty hereby assigns and pledges to the DB Entities all Collateral, and Counterparty hereby grants a first priority security interest therein, a lien thereon and a right of set off against any Collateral, and all such Collateral shall be subject to a general lien and a continuing first priority security interest, in each case securing the discharge of all Obligations, Contracts and liabilities of Counterparty to the DB Entities, whether now existing or hereafter arising and irrespective of whether or not any of the DB Entities have made advances in connection with such Collateral, and irrespective of the number of Accounts Counterparty may have with any of the DB

Entities, or which DB Entity holds such Collateral. For purposes of this Agreement, "Obligations" shall mean any and all obligations of Counterparty to any DB Entity arising at any time and from time to time, whether or not mature or contingent, related to the purchase, sale or loan of securities or other property, or under or in connection with any and all Contracts, in each case whether now existing or hereafter arising. "Contract" means this Agreement as well as any swap agreement, option on a security or commodity, credit default swap, forward, any repurchase or reverse repurchase agreement, any securities lending or borrowing agreement or transaction, any buy-sell agreement, loan sale or purchase or loan participation, any contract relating to currencies, any agreement for prime brokerage or the settlement of securities transactions, any margin lending, securities lending, custody account and sweep account agreement or other agreement relating to extensions of credit, any contract for the purchase or sale of any security or commodity, any guarantee or other credit support document related to any of the foregoing and any other agreement, contract, instrument or document of any kind or nature whatsoever, whether or not similar to any of the foregoing, as to which, in each case, Counterparty is a party, has any obligations or holds any rights, together with all such purchases and sales, agreements, instruments and other documents, including, without limitation, payment and delivery obligations, obligations relating to the extension of credit or to pay damages (including costs of cover) and payment of legal and other expenses incurred in connection with the enforcement of Contracts.

(c) The DB Entities and Counterparty each acknowledge and agree that each Account maintained by DBSI, DBNY and DBL is a "securities account" within the meaning of Article 8 of the Uniform Commercial Code, as in effect in the State of New York (the "NYUCC"), and all property and assets held in or credited from time to time to any Account shall be treated as a "financial asset" for purposes of Article 8 of the NYUCC. Each of DBSI, DBNY and DBL represents and warrants that it is a "securities intermediary" within the meaning of Article 8 of the NYUCC and is acting in such capacity with respect to each Account maintained by it. In the event of a breach or default by Counterparty under this Agreement or any other Contract to which it is a party, the DB Entities shall have all rights and remedies available to a secured creditor under any applicable law or under the NYUCC (whether or not the NYUCC is otherwise applicable in the relevant jurisdiction) in addition to the rights and remedies provided herein. Counterparty is the lawful owner of all Collateral and all Collateral delivered to any of the DB Entities shall be free and clear of all prior liens, claims and encumbrances (other than liens solely in favor of the DB Entities), and Counterparty will not cause or allow any of the Collateral, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than security interests solely in the DB Entities' favor; further, Collateral consisting of securities shall be delivered in good deliverable form (or the DB Entities shall have the power to place such securities in good deliverable form) in accordance with the requirements of the primary market or markets for such securities. Counterparty shall execute such documents and take such other action as the DB Entities shall reasonably request in order to perfect the DB Entities' rights with respect to any such Collateral. Counterparty shall pay the fees for any filing, registration, recording or perfection of any security interest contemplated by this Agreement and pay, or cause to be paid, from the Accounts any and all taxes and levies imposed on the Collateral by any authority. In addition, Counterparty appoints the DB Entities as Counterparty's attorney-in-fact to act on Counterparty's behalf to sign, seal, execute and deliver all documents, and do all such acts as may be required, to perfect the security interests created hereunder in, or realize upon all rights in the Collateral. Nothing in this Agreement providing for a security interest in Collateral pledged in connection with a particular Contract or Obligation shall affect any calculation of margin or right of any DB Entity to require additional margin or other Collateral to secure any other Contract or Obligation subject to the terms of any Committed Facility Agreement in place between the parties from time to time.

(d) The DB Entities and Counterparty each acknowledge and agree that each DB Entity that holds Collateral holds such Collateral for itself and also as agent and bailee for all other DB Entities that are secured parties under any Contract. All Collateral pledged by Counterparty in connection with a particular contract shall secure first the Obligations to the DB Entities under that Contract and second the Obligations to the DB Entities under all other Contracts. Anything in this

Agreement to the contrary notwithstanding, each DB Entity hereby agrees to comply with entitlement orders and other instructions with respect to any Collateral held in or credited to any Account maintained by such DB Entity, or otherwise held by such DB Entity, which entitlement order or instruction is originated by any DB Entity that is a secured party under any Contract, in each case without further consent of Counterparty; Counterparty hereby consents to such agreement. Notwithstanding anything in this Agreement to the contrary, and without limiting the rights of the DB Entities under Section 7 below, the DB Entities and Counterparty each acknowledge and agree that DBSI, DBNY and DBL may only transfer Collateral to other DB Entities in such amounts necessary to satisfy any Obligations of Counterparty to such other DB Entities under any Contracts. In addition, Counterparty hereby consents to any agreement pursuant to which a DB Entity agrees to comply with entitlement orders originated by any other DB Entity that is a secured party under any Contract with respect to Collateral held in or credited to any Account maintained by such DB Entity, or otherwise held by such DB Entity, including the entering into control or similar agreements. Each of the DB Entities represents and warrants that it has not, and agrees that it will not, agree to comply with entitlement orders concerning the Collateral held by the DB Entities that are originated by any person other than a DB Entity (or by Counterparty until a DB Entity shall have given to the relevant DB Entity a "notice of sole control").

(e) Under no circumstances shall any Collateral pledged principally to secure Obligations to any of the DB Entities under any Contract with any DB Entity be required to be applied or transferred to secure Obligations to any of the DB Entities under any other Contract or to be released if such DB Entity determines that such transfer would render it undersecured with respect to such Obligations or if an event of default has occurred under the agreement between Counterparty and such DB Entity or any such application, transfer or release would be contrary to the Applicable Requirements.

(f) The DB Entities' security interest in the Collateral shall (i) remain in full force and effect until the payment and performance in full of Counterparty's Obligations and termination of this Agreement by the parties, (ii) be binding upon Counterparty, its successors and permitted assigns, and (iii) inure to the benefit of, and be enforceable by, the DB Entities and their respective successors, transferees and assigns.

(g) Counterparty will notify DBSI not less than 30 days prior to any change (i) if Counterparty is an individual, in Counterparty's principal residence or (ii) if Counterparty is not an individual, in Counterparty's type of organization, jurisdiction of organization, organizational identification number, place of business (if it has, or after such change will have, only one place of business) or chief executive office (if it has, or after such change will have, more than one place of business).

7. REHYPOTHECATION

(a) Counterparty hereby grants the DB Entities the right, within the limits of the Applicable Requirements and without notice to Counterparty, (x) except with respect to Australian securities, to hold and re-register securities Collateral in their own name or in another name other than Counterparty's, and to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of securities Collateral, separately or together with other amounts of securities or cash Collateral, with all attendant rights of ownership (including the right to vote securities), for the sum due to any of the DB Entities or for a greater sum and for a period of time longer than the Obligations or Contracts with respect to which such Collateral was pledged, without retaining in their possession and control a like amount of assets similar to the Collateral, and in all cases, subject to the requirement of Section 1058 of the Internal Revenue Code of 1986, as amended, and (y) to use or invest cash Collateral at its own risk, provided that the aggregate amount of Collateral subject to clauses (x) and (y) shall be limited to

if the aggregate amount of the Counterparty's indebtedness to the DB Entities pursuant to the terms of this Agreement and the Margin Lending, Securities Lending, Custody

Account and Sweep Account Agreement between Counterparty, Deutsche Bank AG, New York Branch and Deutsche Bank AG, acting through its London Branch. For the purposes of the return of any securities Collateral to Counterparty, the DB Entities' return obligations shall be satisfied by delivering securities of the same issuer, class and quantity as the securities Collateral initially transferred. For the avoidance of doubt, Counterparty hereby grants the DB Entities its consent to hypothecate its securities for the purposes of Rule 15c2-1(a)(1) of the Securities Exchange Act of 1934.

(b) The DB Entities and the Counterparty acknowledge and agree that (i) each will not regard the Collateral subject to clauses (x) and (y) in paragraph (a) above as constituting a plan asset subject to Title I of ERISA or Section 4975 of the Code, including, without limitation, the requirements of Section 403 or 404 of ERISA; and (ii) each will regard the Counterparty's sole right to the Collateral as merely the unsecured right to a return of the Collateral in accordance with this Agreement.

(c) In the event that a court, the Department of Labor, or other competent authority determines that any or all of the Collateral subject to clauses (x) and (y) in paragraph (a) above is a plan asset subject to Title I of ERISA or Section 4975 of the Code, Counterparty makes the following representation and warranty, on and as of each date that this Agreement remains outstanding: (i) the DB Entities have been granted the use of Collateral (cash and securities) in such clauses (x) and (y), as part of their compensation hereunder, by Manager; (ii) such use is and shall be exempt from the prohibitions of Section 406(a) and Section 4975(c)(1)(A)-(D) of the Code under the INHAM Exemption (assuming the conditions in Part I(c) and (d) of PTCE 96-23 are met) or another statutory or administrative exemption; (iii) the Investment Manager has determined, after conducting its own independent and sufficient due diligence consistent with its fiduciary and professional responsibilities regarding all applicable terms and conditions of this Agreement, taken together (including, without limitation, all applicable pricing and Collateral arrangements), that the value received by the Counterparty and the fees, interest, and other value to be paid by Counterparty (including, without limitation, any value paid to the DB Entities in the form of use of Collateral) in connection with the transactions and services under the Agreement represent no less than adequate consideration for the Counterparty, for purposes of Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code; and (iv) it shall not regard such use of Collateral as the exercise of fiduciary authority or control over the assets of the Counterparty, notwithstanding that the DB Entities may choose which specific items of Collateral that they wish to use at any given time.

8. INDEMNITY; LIMITATION OF LIABILITY

(a) To the extent permitted under ERISA or other applicable law, Counterparty (x) agrees to indemnify and hold each of the DB Entities harmless from any loss, claim or expense, including reasonable attorneys' fees and expenses, when and as incurred by a DB Entity and (y) agrees that none of the DB Entities, nor any of each DB Entity's respective officers, directors, employees, agents or counsel shall be liable, except in each case for the gross negligence, fraud or willful misconduct on the part of any of them, for any error of judgment made by any of them in good faith with reasonable care or for any action taken or omitted to be taken by any of them hereunder or in connection herewith, including, but not limited to the following:

(i) the execution, clearing, custodying, subcustodying, handling, purchasing or selling of cash, securities, commodities or other property, including Collateral, or other services provided or similar action taken by the DB Entities;

(ii) any arrangement pursuant to which certain of Counterparty's securities are held by unaffiliated subcustodians, agent banks, agent financial institutions and depositories inside or outside the United States provided that the subcustodians have been selected by the DB Entities with reasonable care in light of the relevant jurisdiction;

(iii) any act or failure to act in any capacity under or in connection with this Agreement when resulting from or arising out of or related to statements made or omitted by Counterparty including in its offering documents; or

(iv) any action taken or not taken by the DB Entities in accordance with this Agreement or pursuant to Authorized Instructions reasonably believed to have been received by the DB Entities from Counterparty or its agents.

(b) To the extent permitted under ERISA or other applicable law, Counterparty agrees to fully reimburse the DB Entities for any reasonable legal or other expenses (including the cost of any investigation and preparation) when and as incurred by the DB Entities in connection with any claim, action, proceeding, or investigation arising out of or in connection with this Agreement or any transactions or Contracts hereunder or any activities of the DB Entities in connection with this Agreement except to the extent such expenses arise from the gross negligence, fraud or willful misconduct by the DB Entities.

(c) In no event should the DB Entities or Counterparty be held liable for indirect or consequential damages for any reason, provided, however, that for the avoidance of doubt and to the extent permitted under ERISA or other applicable law, Counterparty shall be liable to indemnify and reimburse the DB Entities for all losses, claims and expenses incurred by any of the DB Entities arising out of or related to: (i) any fines imposed upon any of the DB Entities by any regulatory body, exchange, clearing system or organization, domestic or international as a result of: (1) Counterparty's failure to perform its Obligations, or (2) the DB Entities acting in accordance with Counterparty's instructions, or (ii) claims by Counterparty's investors, shareholders or other equity holders involving or related to Counterparty's Accounts or Obligations, in each case (x), irrespective of whether the foregoing are deemed consequential, incidental or indirect losses, claims or expenses and (y) except to the extent such losses, claims or expenses arose directly from the gross negligence, fraud or willful misconduct by the DB Entities. In addition, the DB Entities shall not be held liable for any acts or omissions of an Executing Broker, subcustodian or other third party. All transactions effected with an Executing Broker or other third party for Counterparty shall be for the account of Counterparty and DBSI shall have no responsibility to Counterparty or any third party with respect thereto. Counterparty agrees that it is responsible, and liable to the relevant DB Entity, for all costs, losses and fees arising out of Counterparty's orders with an Executing Broker or other third party or any act or omission by an Executing Broker or other third party.

(d) The DB Entities shall not be held liable for any loss of any kind caused, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes and tornadoes, or other conditions beyond the DB Entities' control. In the event that any communications network, data processing system, or computer system used by any of the DB Entities or Counterparty, whether any of the DB Entities own it or not, is rendered inoperable, the DB Entities will not be liable to Counterparty for any loss, liability, claim, damage or expense resulting, either directly or indirectly, therefrom.

(e) The DB Entities may execute any of their duties and exercise their rights hereunder by or through agents (which may include affiliates) or employees. In selecting and appointing agents, the DB Entities shall use reasonable care to ensure that it appoints only reportedly competent persons or entities, but shall remain liable for its affiliates and employees. None of the DB Entities shall be liable for the acts or omissions of any agent selected by it with reasonable care. The DB Entities may consult with legal counsel and any action taken or suffered in good faith in accordance with the advice of such counsel shall be full justification and protection to it.

9. FORECLOSURE EVENTS

The DB Entities are hereby authorized, in their discretion:

- (a) upon Counterparty's dissolution or breach of any provision of this Agreement or any Contract;
- (b) upon a breach, repudiation, misrepresentation hereunder by Counterparty (or by Manager under the INHAM Annex or any Advisor under the Third Party Annex), or upon the occurrence of a default, termination event or similar condition (howsoever characterized which, for the avoidance of doubt, includes the occurrence of an Additional Termination Event under an ISDA Master Agreement between Counterparty and any DB Entity) by Counterparty under any Contract that results in the termination, liquidation or acceleration of all transactions under such Contract;
- (c) upon the filing by or against Counterparty of a petition or other proceeding in bankruptcy, insolvency, or for the appointment of a receiver of Counterparty or any substantial part of its property and such petition or other proceeding has not been dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;
- (d) upon the levy of an attachment against any property or Account of Counterparty;
- (e) upon the failure of Counterparty to fulfill or discharge any Obligation, including but not limited to the failure to make any payment when due after giving effect to any applicable cure period, provided that, any failure to deliver a security shall be subject to the terms of Section 12 below; or

(each of the foregoing (a) through (g), a "Foreclosure Event") to terminate, liquidate and accelerate any and all Contracts and to exercise any right under any security relating to any Contract and any right to net or set off payments which may arise under any Contract or other agreement or under applicable law, to cancel any outstanding orders for the purchase or sale or borrowing or lending of any securities or other property, or to sell any or all of the Collateral (either individually or jointly with others), or to buy in any securities, commodities or other property of which any Account of Counterparty may be short. Such sale, purchase or cancellation may be made on the exchange or other market where such business is then usually transacted, or at public auction or at private sale, without advertising the sale, purchase or cancellation and without any notice of the time or place of sale to Counterparty or to the personal representatives of Counterparty, and without prior tender, demand or call of any kind upon Counterparty or upon the personal representatives of Counterparty, all of which are expressly waived. The DB Entities may purchase the whole or any part thereof free from any right of redemption, and Counterparty shall remain liable for any deficiency. A prior tender, demand or call of any kind from the DB Entities, or prior notice from the DB Entities, of the time and place of such sale or purchase shall not be considered a waiver of the DB Entities' right to sell or buy any Collateral at any time as provided herein. In addition, upon the occurrence of a Foreclosure Event, each DB Entity may exercise all the rights of a secured party under the NYUCC (whether or not in effect in the jurisdiction in which such rights are exercised) with respect to any Collateral.

10. NETTING AND SET OFF

The DB Entities shall have the right, at any time and from time to time after the occurrence of a Foreclosure Event, to set off any and all of the DB Entities' obligations to Counterparty under any Contract against any and all Obligations and to foreclose on any Collateral for the purpose of satisfying any and all Obligations. Counterparty agrees that the fulfillment of the obligations of any DB Entity to Counterparty under any Contract is contingent upon there being no breach, repudiation, misrepresentation or default (however characterized) by Counterparty which has occurred and is continuing under any Contract.

11. TAXES

Each payment by Counterparty and all deliveries of Collateral under this Agreement shall be made, and the value of any Collateral shall be calculated, without withholding or deducting any and all present or future Taxes. "Taxes" are 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. If any Taxes are required to be withheld or deducted, Counterparty shall pay such additional amounts as necessary to ensure that the actual net amount received by the DB Entities is equal to the amount that the DB Entities would have received had no such withholding or deduction been required. Counterparty shall pay any present or future stamp, transfer or documentary taxes, or any other excise or property taxes, charges or similar levies, and any penalties, additions to tax or interest due with respect thereto, that may be imposed in connection with the execution, delivery or registration of this Agreement, or the filing, registration, recording or perfection of any security interest contemplated by this Agreement. Counterparty will provide the DB Entities with any forms or documentation reasonably requested by the DB Entities in order to reduce or eliminate withholding tax on payments made to Counterparty with respect to this Agreement. The DB Entities are hereby authorized to withhold taxes from any payment made hereunder and remit such taxes to the relevant taxing authorities to the extent required by law.

12. FAILURE OF DELIVERY

In case of the sale of any security, commodity, or other property by the DB Entities at the discretion of Counterparty and the DB Entities' inability to deliver the same to the purchaser by reason of failure of Counterparty to supply the DB Entities therewith, Counterparty authorizes the DB Entities to borrow or purchase any such security, commodity, or other property necessary to make delivery thereof. Counterparty hereby agrees to be responsible for any loss which the DB Entities may sustain thereby and any premiums which the DB Entities may be required to pay thereon, and for any loss which the DB Entities may sustain in connection with this delivery obligation. Notwithstanding anything contained herein to the contrary, absent fraud or bad faith on the part of the Counterparty, the failure to deliver of the type described in this Section 12 shall not constitute a Foreclosure Event provided all resulting losses or premiums are paid by Counterparty.

13. DB ENTITIES ARE NOT PROVIDING ADVICE; NOT FIDUCIARIES

(a) From time to time, the DB Entities may provide or make available to Counterparty research, opinions and other information in regard to securities, commodities, other financial assets, and market participants or events. Counterparty acknowledges that such information is provided, unless the DB Entities agree in writing otherwise, to others including to the various DB Entities, and is provided to Counterparty without regard to Counterparty's personal financial situation or other circumstances and that the provision of this information to Counterparty, whether sent directly or made readily accessible, and whether in writing, in electronic form or the subject of a taping, broadcast or narrowcast, does not imply that any asset or transaction discussed therein is suitable in light of Counterparty's circumstances. Counterparty agrees that no such information will be the primary basis of any investment decision by it. Counterparty acknowledges that the DB Entities do not guarantee or warrant the accuracy, reliability or timeliness of such information. Further, all information and opinions are current only as of the time provided, and are subject to rapid change without prior notice.

(b) Counterparty also acknowledges that the DB Entities may take positions in financial instruments discussed in the information provided to Counterparty (which positions may be inconsistent with the information provided) and may execute transactions for others in those instruments and may provide investment banking and other services to the issuers of those instruments.

(c) Counterparty represents and warrants that it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms and conditions set forth in this Agreement and any transaction it may undertake with the DB Entities. It is also capable of undertaking the obligations set forth in this Agreement. With respect to this Agreement or any transaction it may undertake with the DB

Entities, Counterparty acknowledges that none of the DB Entities or their respective agents or affiliates is acting as a fiduciary for or an adviser to Counterparty; Counterparty understands that the DB Entities are not acting as investment advisers or soliciting orders, that the DB Entities are not advising it, performing any analysis, or making any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment.

14. CHOICE OF DISPUTE RESOLUTION

ANY DISPUTE COUNTERPARTY MAY HAVE WITH ANY OF THE DB ENTITIES ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION OR LITIGATION IN COURT AT THE ELECTION OF COUNTERPARTY. REGARDLESS OF WHETHER COUNTERPARTY CHOOSES TO PROCEED BY ARBITRATION OR LITIGATION, COUNTERPARTY AND THE DB ENTITIES AGREE TO FOLLOW THE PROCEDURES, AND ABIDE BY THE REQUIREMENTS SET FORTH IN THIS AGREEMENT.

15. ARBITRATION

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

ANY ARBITRATION SHALL BE CONDUCTED ONLY BEFORE THE NEW YORK STOCK EXCHANGE, INC., THE AMERICAN STOCK EXCHANGE, INC., THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., OR ANY OTHER SELF-REGULATORY ORGANIZATION OF WHICH THE RELEVANT DB ENTITY IS A MEMBER. COUNTERPARTY HAS THE RIGHT TO ELECT ONE OF THE FOREGOING ORGANIZATIONS, BUT IF COUNTERPARTY FAILS TO MAKE SUCH ELECTION BY CERTIFIED LETTER ADDRESSED TO THE DB ENTITIES AT THEIR MAIN OFFICE BEFORE THE EXPIRATION OF TEN DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM ANY OF THE DB ENTITIES TO MAKE SUCH ELECTION, THEN THE RELEVANT DB ENTITY MAY MAKE SUCH ELECTION. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CONSENT BY ANY OF THE DB ENTITIES TO AN AWARD OF PUNITIVE DAMAGES. THE AWARD OF THE ARBITRATORS, OR THE MAJORITY OF THEM, 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) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY SUCH RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

16. LITIGATION IN COURT; SOVEREIGN IMMUNITY; SERVICE

(a) ANY LITIGATION BETWEEN COUNTERPARTY AND THE DB ENTITIES OR INVOLVING THEIR RESPECTIVE PROPERTY MUST BE INSTITUTED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS. EACH PARTY HEREBY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM OR OTHER LEGAL ACTION IS HEREBY WAIVED BY ALL PARTIES TO THIS AGREEMENT.

(c) EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY WAIVES WITH RESPECT TO ITSELF AND ITS REVENUES AND ASSETS (IRRESPECTIVE OF THEIR USE OR INTENDED USE) ALL IMMUNITY ON THE GROUNDS OF SOVEREIGNTY OR SIMILAR GROUNDS FROM (I) SUIT, (II) JURISDICTION OF ANY COURT, (III) RELIEF BY WAY OF INJUNCTION, ORDER FOR SPECIFIC PERFORMANCE, OR RECOVERY OF PROPERTY, (IV) ATTACHMENT OF ITS ASSETS (WHETHER BEFORE OR AFTER JUDGMENT) AND (V) EXECUTION OR ENFORCEMENT OF ANY JUDGMENT TO WHICH IT OR ITS REVENUES OR ASSETS MIGHT OTHERWISE BE ENTITLED IN ANY ACTIONS OR PROCEEDINGS IN SUCH COURTS, AND IRREVOCABLY AGREES THAT IT WILL NOT CLAIM SUCH IMMUNITY IN ANY SUCH ACTIONS OR PROCEEDINGS.

(d) COUNTERPARTY HEREBY CONSENTS TO PROCESS BEING SERVED BY ANY DB ENTITY ON COUNTERPARTY IN ANY SUIT, ACTION OR PROCEEDING OF THE NATURE SPECIFIED IN CLAUSE (a) ABOVE BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED AIRMAIL, POSTAGE PRE-PAID, TO COUNTERPARTY AT THE ADDRESS SET FORTH AFTER COUNTERPARTY'S SIGNATURE BELOW; SUCH SERVICE SHALL BE DEEMED COMPLETED AND EFFECTIVE AS FROM 30 DAYS AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

17. APPLICABLE LAW; ENFORCEABILITY

THIS AGREEMENT, ITS ENFORCEMENT, ANY CONTRACT (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY THEREIN), AND ANY DISPUTE BETWEEN THE DB ENTITIES AND COUNTERPARTY, WHETHER ARISING OUT OF OR RELATING TO COUNTERPARTY'S

ACCOUNTS OR OTHERWISE, (INCLUDING, WITHOUT LIMITATION, THE ESTABLISHMENT AND MAINTENANCE OF THE ACCOUNTS AND ALL INTERESTS, DUTIES AND OBLIGATIONS RELATED THERETO) SHALL BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK. The parties hereto agree that the securities intermediary's jurisdiction, within the meaning of Section 8-110(e) of the NYUCC, in respect of any Account in which any Collateral is deposited or held and in respect of any Collateral consisting of security entitlements is the State of New York and agree that none of them has or will enter into any agreement to the contrary. The parties further agree that, in respect of any Accounts in which any Collateral is deposited or held, 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 PRIMA 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.

18. NOTICES

All notices and other communications provided hereunder shall be in writing and either posted onto the internet in a form agreed to by the parties or mailed, electronically mailed, telecopied, or delivered to the addresses of the intended recipient specified below or to such other address as such intended recipient may provide. All communications sent to Counterparty, whether through the internet, or by mail, facsimile, messenger or otherwise, shall be deemed given to Counterparty personally as of the date sent. Counterparty shall review promptly all such communications and shall promptly advise the relevant DB Entity of any error, omission or inaccuracy in the transactions or positions reported. Failure by Counterparty to object in writing to any communication within five days of receipt shall be deemed evidence, in the absence of manifest error, that such communication is complete and correct. Notwithstanding the foregoing, any notices of default or termination shall be delivered to the recipient below by overnight delivery or courier service in addition to any copies that are delivered electronically.

If to any of the DB Entities:

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005
Telephone: (212) 250-5553
Fax: (212) 797-8738
Attention: Client Services

If to Counterparty:

Compass Offshore HTV PCC Limited/Compass HTV
LLC
c/o MIO Partners Inc.
55 East 52nd Street
New York, NY 10022
Telephone: (212) 891-4909
Fax: (212) 415-1601
Attention: Chief Financial Officer

19. ASSIGNMENT

The DB Entities may assign their respective rights hereunder or any interest herein or under any other Contract, in whole but not in part, to any affiliate with a credit rating equal to or greater than the DB Entity making such assignment upon 30 days' prior written notice to Counterparty and execution by such affiliate of its acceptance of the terms of this Agreement or such other Contract. Counterparty may not assign its rights hereunder or any interest herein or under any other Contract without the prior written consent of the relevant DB Entity. Any attempted assignment by Counterparty in violation of this Agreement shall be null, void and without effect. Any permitted assignee of a party's rights and

obligations hereunder in accordance with the terms hereof shall become vested with all the benefits and obligations of the assigning party.

20. MISCELLANEOUS

(a) The DB Entities shall be responsible only for the performance of such duties as are set forth in this Agreement that are not contrary to the Applicable Requirements. Counterparty is aware that the DB Entities may record conversations between any of them and Counterparty, Counterparty's representatives, or Executing Brokers relating to the matters referred to in this Agreement and Counterparty has no objection and hereby agrees to such recording.

(b) Counterparty does not wish to have certain information pertaining to its beneficial ownership disclosed to a "registrant" (as such term is defined in Rule 14b-1 of the Securities Exchange Act of 1934) pursuant to SEC Rule 14b-1. The Counterparty objects to disclosure for the purposes of Rule 14b-1(b)(1)(ii).

(c) No failure or delay in exercising any right, or any partial exercise of a right will operate as a waiver of the full exercise of that right. The rights provided in the Agreement are cumulative and not exclusive of any rights provided by law.

(d) The parties acknowledge that this Agreement is a "master netting agreement," that this Agreement and each Contract entered into pursuant to this Agreement are each a "securities contract," and that all obligations of the parties hereunder and thereunder are obligations to make "margin payments" or "settlement payments" under a "securities contract" and/or "transfers" under a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code (11 U.S.C. Section 741(7)). The parties also agree that this Agreement is a "netting contract" within the meaning of the Federal Deposit Insurance Corporation Improvement Act of 1991.

(e) Subject to the terms of any Committed Facility Agreement in place between the parties from time to time (x) this Agreement supersedes all prior agreements as to matters within its scope and (y) to the extent this Agreement contains any provision which is inconsistent with provisions in any other Contract or agreement between Counterparty and any of the DB Entities, or of which Counterparty is a beneficiary, the provisions of this Agreement shall control.

(f) This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered will be an original, but all of which counterparts will together constitute one and the same instrument.

(g) If any provision of this Agreement is or becomes inconsistent with the Applicable Requirements, that provision will be deemed modified or, if necessary, rescinded in order to comply. All other provisions of this Agreement shall remain in full force and effect. To the extent that this Agreement is not enforceable as to any Contract, this Agreement shall remain in full force and effect and be enforceable in accordance with its terms as to all other Contracts.

(h) It is understood and agreed by Counterparty that DBSI is entering into this Agreement on the basis that it is expressly intended to benefit the DB Entities. Nothing in this Agreement shall create, or be deemed to create, any third party beneficiary rights in any person or entity, other than the DB Entities.

(i) Counterparty and DBSI may modify the terms of this Agreement in writing at any time; provided, however, that DBSI may modify the terms of this Agreement upon prior written notice, without receiving consent from Counterparty, to the extent necessary to account for a change in the Applicable Requirements or any other governing law or regulation. Counterparty further agrees that all transactions and Contracts entered into after such notification shall be

subject to the modifications. Under no circumstances may a modification be made by Counterparty without the relevant DB Entity's written consent.

(j) **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement or any annex, schedule, addendum, confirmation or other document issued or delivered in connection with any transaction entered into under this Agreement, any amounts owed or liabilities incurred by Counterparty in respect of any transaction entered into under this Agreement may be satisfied solely from the assets of Counterparty. Without limiting the generality of the foregoing, in no event shall any DB Entity have any recourse, whether by set-off or otherwise, with respect to any such amounts owed or liabilities incurred, to or against (i) any assets of any person or entity (including, without limitation, any person or entity whose account is under the management of the investment manager of Counterparty) other than Counterparty, (ii) any assets of any affiliate of Counterparty, or (iii) any assets of the investment manager of Counterparty or any affiliate of such investment manager except, for the purposes of this subsection (j)(iii), in the case of fraud, willful misconduct, or gross negligence on behalf of the investment manager of Counterparty. This subsection (j)(iii) in no way limits recourse against any person other than Counterparty with respect to amounts owed or liabilities incurred by such person in its individual corporate capacity.

(k) Counterparty shall provide prompt written notice upon becoming aware of any breach or anticipated breach of this Agreement, any Contract or any representation or warranty reflected herein or therein.

(l) Regardless of whether a transaction under this Agreement or other Contract is entered by Manager or another Advisor, all assets of the Counterparty shall be available to satisfy the attendant Obligations and any other liabilities of Counterparty.

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NOTICE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION
CLAUSE.

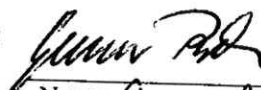
Check:

☒ Yes, Counterparty would, if available, like to receive electronic notification of its trade information rather than a mailed, hard-copy confirmation.

IN WITNESS WHEREOF, the parties have caused this Prime Broker Margin Account Agreement to be duly executed and delivered as of September 19, 2008.

COMPASS OFFSHORE HTV PCC LIMITED,
for and on behalf of its U.S. Dollar Cell
BY: MIO PARTNERS, INC., its Advisor

By:



Name: Gunner Ritsch

Title: Chief Risk Officer and Chief Operating Officer

Type of Organization: protected cell company.

Jurisdiction of Organization: Guernsey

Registered Office or Legal Address:
Trafalgar Court, Les Banques
Peter Port, Guernsey GY1 3QL

DEUTSCHE BANK SECURITIES INC.

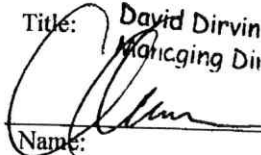
By:



Name:

Title: David Dirvin
Managing Director

By:



Name:

Title: Christopher Caruso
Managing Director

SCHEDULE A

"Authorized Instructions" as used herein means instructions issued on behalf of Counterparty by such persons (or coded password) as are designated by Counterparty in writing to the relevant DB Entity via (i) authenticated SWIFT, (ii) facsimile transmission signed by a person authorized as above, (iii) tested telex, (iv) other proprietary communications link utilized for transmission of like information and (v) such other forms of communication as from time to time shall be agreed upon by Counterparty and the relevant DB Entity. In the event Counterparty designates a person other than a representative of Counterparty to issue Authorized Instructions (including, without limitation, investment managers of Counterparty), Counterparty (x) represents and warrants that each such person is authorized to issue Authorized Instructions on behalf of Counterparty and (y) shall provide the relevant DB Entity with fully executed powers of attorney with respect to such person or such other evidence of authority as the relevant DB Entity shall require.

Format for Authorized Instructions

In order to instruct the DB Entities to receive or deliver securities or cash, Counterparty shall send to the DB Entities an authenticated SWIFT message, a facsimile transmission signed by a person authorized under this Agreement, a tested telex or a fax on Counterparty's letterhead, containing the following information:

- (a) whether transaction is a receive or deliver,
- (b) settlement date of transaction,
- (c) indication of securities or cash,
- (d) if securities:
 - (i) amount of securities
 - (ii) CUSIP, ISIN or other identification number(s)
- (e) if "receive vs. payment" or "deliver vs. payment" the dollar amount of the cash component of transaction.

If Counterparty instructs the DB Entities by means of fax, fax must be signed by an authorized individual as specified in this Agreement. Faxed instructions are deemed received only when Counterparty contacts the DB Entities to confirm receipt of faxed instructions and when faxes are signed by authorized signatories.