

**IT IS AGREED BETWEEN YOU AND BEAR STEARNS THAT:**

1. Transactions are subject to the terms of any Customer Agreement between you and Bear Stearns and to the constitution, rules, by-laws, practices and interpretations of the exchange or market (and clearing house, if any) where executed, and of the National Association of Securities Dealers, Inc., and all applicable law.

2. If required payment or delivery of securities is not made by settlement date, positions may be closed out and appropriate charges, including interest, may be made to your account.

3. Until fully paid for, securities in a cash account, as defined by Regulation T of the Federal Reserve Board, may be hypothecated under circumstances which permit commingling thereof with securities of other customers.

4. The name of the party from or to whom the securities were purchased or sold for you, and the time when the transaction took place will be furnished upon your request.

5. With respect to transactions involving an offering of securities, the underwriters may over-allot or effect transactions which stabilize or maintain the market price of such securities at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

6. If this transaction is a when, as and if issued trade, upon determination of settlement date you will receive a final confirmation showing the settlement date and the total proceeds or cost credited or debited to your account on said date.

7. Bear Stearns shall have a continuing lien and security in all your property in whatever form now or hereafter held by it as security for the payment of all your obligations and liabilities to Bear Stearns, whenever incurred. In the event of a breach or default hereunder, Bear Stearns shall have all rights and remedies available to a secured creditor under the Uniform Commercial Code as then in effect in New York in addition to rights and remedies provided herein or otherwise by law.

8. Any repudiation, breach or default hereunder shall constitute at Bear Stearns' election a default under all other agreements or confirmations between us. Upon any repudiation, breach or default, Bear Stearns shall be entitled without limiting other rights or remedies it may have, to liquidate, hedge or offset your obligation by sale of property in your account(s), purchase of property, cancellation of transactions, and/or offset against other accounts you may have at Bear Stearns or obligations of Bear Stearns to you. Purchases or sales may be public or private, and may be made without notice and in such manner as Bear Stearns may in its discretion determine. You shall remain liable for any balance due and any loss incurred by Bear Stearns in acting pursuant hereto.

9. Default hereunder shall include but not be limited to the occurrence of the following: the filing of a petition in bankruptcy or for the appointment of a receiver by or against you; the making of any assignment for the benefit of creditors; your default or breach under any other agreement or confirmation, whenever entered into, between you and Bear Stearns; your death, mental incompetence or dissolution; your inability to provide, within three or fewer business days as Bear Stearns deems reasonable under the circumstances, adequate assurance of due performance upon demand therefor in the event reasonable grounds for Bear Stearns' insecurity in respect thereof arises, which reasonable grounds shall include but not be limited to: (a) your failure to perform or admission of inability to perform when performance is due on any transaction with any financial institution; (b) your default as principal, guarantor or surety in the performance of any material contract or in the payment of any principal or interest on any indebtedness or in the performance or compliance with any substantial agreement, which default shall have continued beyond any applicable period of grace which with respect to a default on indebtedness would permit acceleration of principal payment; (c) your acknowledgment or indication in any financial statement that you have a negative net worth, or are insolvent or are not paying or are unable to pay your debts as they become due.

10. No waiver, notice, demand or forbearance on the part of Bear Stearns shall be deemed continuing. If any provisions herein are or become inconsistent with any law, rule or regulation, such provision shall be deemed to be rescinded or modified accordingly and in all other respects this confirmation shall not be affected.

11. Monthly Account Statements shall be considered accepted and approved by you absent written notice of objection within ten days after receipt.

12. In the event of any inconsistency with any other agreement concerning the transaction to which this confirmation relates, the terms of this confirmation shall apply.

13. This confirmation shall be governed by New York law.

14. American style short option positions are liable for assignment at any time; European style short options are subject to assignment only at expiration.

15. The "Fee" collected is intended to offset fees charged by various regulatory bodies. The amount collected may be more or less than the amount ultimately paid to the various regulatory bodies. In the event of the former, no reimbursement will be distributed back to you and, in the event of the latter, there will be no additional charge made to you.

In the event that a referenced code on the back of this confirmation is inconsistent with wording on the front of this confirmation, the language on the front of the confirmation shall control.

16. If the Securities represent an interest in or are secured by a pool of receivables or other financial assets (the "Assets") that are subject to continuous prepayment, their actual yield may vary according to the rate of prepayment of the Assets. Information concerning the factors that affect yield will be furnished upon written request.

17. Bear Stearns or an affiliate may act as the Specialist, Primary Market Maker or Competitive Market Maker in option trades executed on an options exchange, and may have a position (long or short) in such securities and may be on the opposite side of public orders executed in such securities.

18. This Confirmation is computed for payment in New York funds on settlement date. If payment is made at a later date, additional interest to date of payment may be charged. Name of contra-broker and time of execution furnished on request.

19. This confirm and our communications with you made in connection with the transactions referred to herein contain(ed) (i) information obtained from multiple direct, indirect, affiliated, unaffiliated, public and proprietary data sources (including, but not limited to, identifying information, market data, calculated data, reference data, valuations, ratings, coupon and dividend rates and other fundamental data), and (ii) information which is calculated based upon such information (including but not limited to, market values, Estimated Yield and Estimated annual income). Although Bear Stearns believes these sources are reputable, it does not independently review or verify such information and neither Bear Stearns nor any such source will have any duty or obligation to verify, correct, complete or update any such information. Such information is being provided to you with all faults for use entirely at your own risk, without any warranty whatsoever by Bear Stearns or any such source. Neither Bear Stearns nor any such source shall have any liability whatsoever relating to any inaccuracy or lack of timeliness or completeness of such information or any use thereof or for omissions therefrom nor for any lost profits, indirect, special or consequential damages. Moreover, such sources retain exclusive proprietary rights in such information. You shall use such information only for your own use and purposes and not for use (other than in connection with the transaction for which the information is provided) or retransmission without prior written approval of the source, or for any unlawful or unauthorized purpose.

**LEGEND FOR SECURITIES TRANSACTIONS**

Market - Your transaction was executed on one or more markets – details upon request.

C – Capacity:

1, 2, 3, 4, 5, 8 and 9. Your Broker, as indicated on the front of this Confirmation, acted as Agent for your account unless otherwise indicated.

6. Your Broker, as indicated on the front of this Confirmation, acted as Agent for both buyer and seller, charging a commission or a commission equivalent to both parties. The source and any remuneration charged in the transaction will be furnished upon written request.

7. Your Broker, as indicated on the front of this Confirmation, acted as Principal.

A. This trade was executed by your broker, with us acting as your prime broker. Contact your executing broker for trade details.

S – Bear Stearns is associated with the specialist who makes a market in the security. At any given time, the associated specialist may have an inventory position, either "long" or "short", in the security, and as a result of the associated specialist's function as a market maker, such specialist may be on the opposite side of orders executed on the floor of the Exchange in the security.

T – Your introducing broker receives compensation for directing customer orders for equity securities. The source and nature of such compensation received on this transaction, if any, will be furnished to you upon written request.

U – You may be eligible for breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you paid may differ slightly from the Prospectus disclosed rate due to rounding calculations. Please refer to the Prospectus, Statement of Additional Information or contact your financial advisor for further information.

V - A paper copy of the offering document relating to this transaction is available, upon request, by calling 1-866-803-9204 during normal business hours.

W - These securities have not been registered under the US Securities Act of 1933, and may only be offered and sold pursuant to registration under the 1933 Act or an available exemption therefrom or in accordance with Regulation S.

X - These securities have not been registered under the US Securities Act of 1933, and were issued pursuant to the exemption provided by Section 3(c)(7) of the Investment Company Act of 1940. The securities may only be offered and sold (i) pursuant to registration under the 1933 Act or an exemption therefrom and (ii) in compliance with the provisions of Section 3(c)(7).

Z - A Bear Stearns affiliate is a market maker in the security. As a market maker, the Bear Stearns affiliate may have acted as principal, may have had a long or short position in the security, and may have profited or lost in connection with the transaction.

**IF CALLABLE MUNICIPAL OR OTHER CALLABLE DEBT SECURITY TRANSACTION**

May be subject to call in whole or in part before maturity, on and after the displayed call date. On municipal securities, and all other debt transactions, call features may affect yield. Additional information available upon request to your broker.