

EXHIBIT B

UNDISCLOSED CLEARING AND CUSTODY
AGREEMENT

THIS AGREEMENT is made and entered into as of the ^{18th} day of April, 2005, by and between Lehman Brothers International (Europe) ("Client"), and Lehman Brothers Inc. ("Agent") with respect to clearing functions and related bookkeeping and other services being performed by Agent on an undisclosed basis for certain securities transactions of Client on its behalf or on behalf of its customers. Client and Agent are wholly owned subsidiaries of Lehman Brothers Holdings Inc.

1. APPROVAL

This Agreement shall be subject to approval by the New York Stock Exchange, Inc. ("NYSE") and by any other self-regulatory organization vested with the authority to review or approve it. Agent shall submit this Agreement to the NYSE, and Client shall submit the Agreement to any other such organization from which Client is required to obtain approval. If required to do so by any such regulatory organization, the parties shall make such changes to this Agreement or to the services being performed hereunder as are necessary to achieve the requisite approval.

2. ALLOCATION OF RESPONSIBILITY (NYSE Rule 382)

2.1. Responsibilities of the Parties. Responsibility for compliance with all applicable laws, rules, and regulations of any regulatory or self-regulatory agency or organization shall be allocated between Agent and Client as set forth in this Agreement. To the extent that a particular function is allocated to one party under this Agreement, the other party shall supply that party with information in its possession pertinent to the proper performance and supervision of that function.

3. SERVICES TO BE PERFORMED BY Agent

3.1 Appointment of Agent. Client hereby appoints Agent to act as custodian of the securities, cash and any other property ("Custody Assets") which may at any time be held by the Agent pursuant to this Agreement upon the terms set out in this Agreement and the Agent confirms its acceptance of such appointment.

3.2 The Accounts and Segregation.

(A) Agent will hold and maintain in its books in the names of Client and customers of Client, an Account for the deposit of Custody Assets received by the Agent for the account of the Client and one or more separate, segregated Customer Accounts for the deposit of Custody Assets received by the Agent and identified in writing by the Client as held for customers of the Client (collectively "Custody Accounts").

- (B) The Agent shall ensure that all Custody Assets are segregated from assets of the Client, the Agent and from assets of other clients of the Agent.

The Agent shall keep an accurate record and register of all deposits and movements of Custody Assets in the Custody Accounts and shall differentiate between, and identify the origin of, sums received as income, pursuant to rights or by way of other distributions, or from the maturity, redemption, sale or other disposal of such Custody Assets, and as to such other matters as the Client may direct in writing from time to time. As at a date or dates specified by the Client, the Agent shall deliver to the Client a statement which sets forth the items specified in this paragraph C.

- (D) Securities shall not be registered in the name of the Agent without the Client's prior written consent. The Agent shall ensure that names used for registration purposes cannot be construed to indicate or imply that the Investments belong to the Agent.
- (E) The Agent shall not have or claim, nor grant to any person, any interest, lien or similar right over the documents of title, certificates evidencing or representing title, or any other record whatsoever evidencing or representing title to securities placed in its custody (including without limitation any of the foregoing not constituted, evidenced or represented by a certificate or other document but by an entry in the books of record of the issuer, trustee or other fiduciary thereof, or a clearance system), except in respect of any charges relating to the administration or safekeeping of the Custody Assets or where the Client has notified the Agent in writing that the Client's customers have provided written consent.
- (F) The Agent shall not have the right of set off against or to dispose of, any of the Custody Assets other than pursuant to authorised instructions from the Client ("Authorised Instructions"), except as otherwise may be required by applicable law or regulation.
- (G) The Agent shall not transfer, charge, lend, release or part with possession of any of the Custody Assets, documents of title or certificates evidencing title to the Custody Assets other than in accordance with Authorised Instructions.
- (H) The Client understands and agrees that the Agent's performance of this Agreement is subject to the relevant local laws, regulations, decrees, orders, government acts, customs, procedures and practices to which the Agent is subject and as exist in the country in which any Custody Asset is held, including the opening of, the holding of all or any part of the Custody Assets in, and the delivery of any Custody Asset to or from any Agent Account or Cash Account and the performance of any other activities contemplated in this Agreement by the Agent (including acting on any Authorised Instructions).

3.3 Duties of the Agent

- (A) The Agent shall use reasonable care in performing its obligations under this Agreement and will look after the Custody Assets with the same degree of care as it does for its own similar assets in the relevant market.. The Agent shall be entitled to rely on, and may act

upon, the advice of professional advisers in relation to matters of law, regulation or market practice (which may be the professional advisers of the Client), and shall not be liable to the Client for any action reasonably taken or omitted pursuant to such advice, save to the extent that the Agent is able to recover from such professional advisers in respect of negligent advice given.

- (B) The Agent shall keep in safe custody all Custody Assets and all documents relating thereto for the accounts of the Client and the clients of the Client, subject always to the terms and conditions of this Agreement.

3.3 Clearance.

- (A) Client may from time to time transmit to Agent orders for the execution and clearance of securities trades for its own account or the account of its customers. Any such order shall be transmitted to Agent by any mutually acceptable means.

- (B) Relationship of Client and Agent. It is understood and agreed that Agent is acting as a clearing broker for Client, and not for any customer of Client or for any other person, in respect of transactions performed hereunder and that except as provided in Section 12 below, Client is liable to Agent for all commitments incurred and amounts due on such transactions.

- (C) Comparison and Settlement. Agent shall compare and settle trades through the facilities and in accordance with the rules of the relevant clearing corporation or applicable regulatory or self-regulatory organization.

- (D) Errors and Discrepancies. Client shall promptly advise Agent of any changes in trade information with respect to any discrepancy or error. Agent shall take commercially reasonable action to correct any discrepancy or error reported by Client to it.

- (E) Use of Agents. Except as may be prohibited by law or regulation. Agent may use the services of such agents as it deems appropriate, including, without limitation, banks, trust companies or any of its affiliates to perform services for Client hereunder.

4. REPRESENTATIONS AND WARRANTIES

4.1. Client. Client represents and warrants that:

- (a) Corporation Duly Organized. Client is an unlimited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.
- (b) Registration. Client is duly registered and in good standing with the regulatory and self-regulatory organizations to whose jurisdiction it is subject

- (c) Authority to Enter Into Agreement. Client has all requisite authority, whether arising under applicable law or the rules and regulations of any regulatory or self-regulatory organization to which it is subject, to enter into this Agreement and to retain the services of Agent in accordance with the terms of this Agreement.
- (d) Substantial Compliance with Rules and Regulations. Client and each of its employees is in substantial compliance with, and during the term of this Agreement shall remain in substantial compliance with, the registration, qualification, capital, financial reporting, customer protection, and other requirements of every regulatory, self-regulatory organization of which Client is a member.

4.2. Agent. Agent represents and warrants that:

- (a) Corporation Duly Organized. Agent is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.
- (b) Registration. Agent is duly registered and in good standing as a broker-dealer with the Securities and Exchange Commission ("SEC") and is a member firm in good standing of the NYSE and the National Association of Securities Dealers, Inc. ("NASD")
- (c) Authorization to Enter Agreement. Agent has all requisite authority, whether arising under applicable federal or state law, or the rules and regulations of any regulatory or self-regulatory organization to which Agent is subject, to enter into this Agreement and to perform the services contemplated hereunder.
- (d) Compliance with Applicable Law. Agent and each of its employees is in substantial compliance with, and during the term of this Agreement shall remain in substantial compliance with the registration, qualification, capital, financial reporting, customer protection, and other requirements of every regulatory or self-regulatory organization of which Agent is a member, of the SEC, and of every State.

5. SUPERVISION OF ORDERS AND ACCOUNTS

Client shall be solely responsible for opening and monitoring accounts. By way of example and not limitation, Client shall be responsible for compliance with suitability, "Know Your Customer", and other requirements of federal and state law and regulatory and self-regulatory rules and regulations governing transactions and accounts. Possession by Agent of supervisory records and evidence of diligence as to accounts, exception reports, or other similar data shall not obligate Agent to establish procedures for dealing with such material or to review or be aware of their contents. Agent shall not be required to make any investigation into the facts surrounding any transaction that it may execute or clear for Client or any customer of Client.

6. MAINTENANCE OF BOOKS AND RECORDS

Agent shall have the right to post entries to Client's books and records using the computer systems shared by Client and its affiliates including Agent and may also perform certain accounting functions for Client at Client's request. Notwithstanding the foregoing, Client shall be solely responsible for the accuracy and completeness of its books and records in accordance with applicable regulations and otherwise in accordance with generally accepted practices in the securities industry. Consistent with these rules Agent shall maintain books and records of all transactions executed or cleared through it

7. PAYMENT OF DIVIDENDS AND HANDLING OF EXCHANGE OR TENDER OFFERS, RIGHTS, WARRANTS AND REDEMPTIONS

When instructed to do so, Agent will perform the services required in connection with holding securities in custody, such as (1) collection and payment of dividends and interest, (2) transmittal and handling (through Client) of tenders or exchanges pursuant to tender offers and exchange offers, and (3) handling of exercises or expirations of rights, options, warrants and redemptions.

8. SAFEGUARDING OF FUNDS AND SECURITIES

- 8.1. Except as otherwise provided in this Agreement, Agent shall be responsible for the safekeeping as custodian for Client of all money and securities received by it pursuant to this Agreement. However, Agent will not be responsible for any funds or securities delivered by Client until such funds or securities are actually received by Agent.
- 8.2. If requested, Agent will confirm to Client daily all transactions executed through Agent and furnish transcripts of settlement activity (securities and funds) for Client's accounts cleared through Agent.
- 8.3. Agent may use its own funds to settle any transaction on behalf of Client. To the extent that Agent does so, such funds shall be deemed to be a loan from Agent to Client and Client shall be deemed to have pledged to Agent the securities purchased therewith as securities provided that Client shall only grant to Agent a security interest in securities held in proprietary accounts of Client and customer securities which are not fully paid and shall maintain in separate accounts loans so made to Client on its own behalf and loans so made to Client on behalf of its customers. At any time, Agent may give notice to Client demanding the unconditional repayment by Client of any such loan in full, or in the amount specified in such notice, within seven days or such lesser period as Agent may require.
- 8.4. Agent shall have no lien over securities of Client held by it in connection with Agent's performance of its duties as custodian and clearance agent hereunder other than in respect of any custodial fees properly payable to it and shall not be entitled to pledge, charge, mortgage or otherwise encumber such securities except as permitted by the rules of any regulatory body having jurisdiction over Client or Agent.
- 8.5. In the event that Agent effects a short sale in a given security, and it is holding in custody for any customer of Client a fully paid for long position in the same security, Agent shall

ensure that such long position shall remain segregated for the benefit of such customer and shall not be offset against Agent's short position, unless otherwise instructed by Client.

9. ACCEPTANCE AND EXECUTION OF TRANSACTIONS

Client shall be responsible for transmission to Agent of orders by a mutually acceptable means and for any errors in the transmission of such orders to Agent. Agent shall be responsible for any errors it might make in the further transmission and execution of such orders after their receipt from Client.

10. OTHER OBLIGATIONS AND RESPONSIBILITIES OF Client

If Client becomes subject to disciplinary action, suspension, or restriction by a governmental agency, stock exchange, or regulatory or self-regulatory organization having jurisdiction over Client or Client's securities or commodities business, Client shall notify Agent immediately, orally and in writing, and provide Agent a copy of any decision relating to such action, suspension, or restriction. Agent may take any action it reasonably deems to be necessary (i) to assure that it will continue to comply with all applicable legal, regulatory, and self-regulatory requirements, notwithstanding such action, suspension, or restriction, and (ii) to comply with any requests, directives, or demands made upon Agent by any such federal or state agency, stock exchange, or regulatory or self-regulatory organization.

11. SERVICES FOR WHICH AGENT IS NOT RESPONSIBLE

11.1. Unless otherwise expressly agreed in writing, Agent shall not provide nor be responsible for providing any of the following services:

- (a) Preparation of Client's payroll records.
- (b) Payment of commissions to Client's salesmen.
- (c) Margin. Client shall be responsible for setting the margin requirements for all accounts cleared through Agent, and for determining the action to be taken in the event that satisfactory margin is not provided in the time specified by Client and taking and/or instructing Agent to take such action, including, but not limited to the sale or purchase of securities in connection with the account. Client shall further be responsible for the filing of all extensions and all other required reporting in respect of margin accounts.
- (d) Securities counts and verifications.
- (e) customer account documentation.
- (f) Confirmations and other customer correspondence unless otherwise required by applicable law or regulation in which case any such documentation will be sent to Client's customers in Client's name.

12. LIABILITY OF Agent

12.1. Agent Indemnification. In addition to any other obligations it may have under any other provisions of this Agreement, Agent shall indemnify, defend, and hold harmless Client from and against all claims, demands, proceedings, suits, and actions and all liabilities, expenses, attorney's fees, and costs in connection therewith arising out of any reckless, dishonest, fraudulent, or criminal act or omission on the part of any of Agent's officers or employees with respect to the services provided by Agent under this Agreement. Notwithstanding the foregoing, Agent shall have no liability to any of Client's customers for any loss suffered by any customer. Agent's liability will be only to Client and then only to the extent expressly set forth in this Agreement

12.2. Damages. Agent shall not be liable for special, indirect, incidental, consequential or punitive damages which Client, a customer of Client, or any other third party may incur or experience, whether such damages are incurred or experienced as a result of entering into or relying on this Agreement or otherwise, even if Agent has been advised of the possibility of such damages. Agent and Client each agree not to assist in the pursuit of any claim for punitive damages against the other and agree neither shall be liable for any punitive damages awarded against the other.

13. LIABILITY OF CLIENT

In addition to any other obligations it may have under other provisions of this Agreement, Client shall indemnify, defend, and hold harmless Agent from and against all claims, demands, proceedings, suits, and actions and all liabilities, expenses, attorney's fees, and costs in connection therewith arising out of Client's or any of its employee's reckless, dishonest, fraudulent or criminal acts or omissions.

14. FEES FOR SERVICES

As compensation for services provided pursuant to this Agreement, Agent shall charge and Client shall pay a prevailing market rate amount per trade as set forth in Exhibit A. Such amount may be payable by Client either in cash or by its crediting such amounts against amounts otherwise payable to Client from Agent for inter-company services performed by Client on Agent's behalf. Such compensation schedule may be changed from time to time as may be agreed by the parties.

15. TERMINATION OF AGREEMENT

15.1. This Agreement shall continue until terminated as hereinafter provided:

(a) Termination Upon 10-Day Notice. This Agreement may be terminated by either party without cause upon 10 days prior written notice.

- (b) Default. If either party defaults in the performance of its obligations under this Agreement, or otherwise violates the provisions of this Agreement, the non-defaulting party may terminate this Agreement by delivering written notice to the defaulting party (i) specifying the nature of the default and (ii) notifying the defaulting party that unless the default is cured within a period of ten days from receipt of the notice, this Agreement will be terminated without further proceedings by the non-defaulting party.
- (c) Disability. This Agreement may be terminated by Client or Agent immediately in the event that the other party is enjoined, disabled, suspended, prohibited, or otherwise becomes unable to engage in the securities business or any part of it by operation of law or as a result of any administrative or judicial proceeding or action by any regulatory or self-regulatory organization having jurisdiction over either party.
- (d) Survival. Termination of this Agreement in any manner shall not release Agent or Client from any liability or responsibility to the other with respect to transactions effected prior to the effective date of such termination, whether or not claims relating to such transactions shall have been made before or after such termination.

16. NOTICES

Any notice or request required to be given in writing under this Agreement shall be sufficient if it is in writing delivered by hand or by facsimile transmission, promptly confirmed by letter, to the parties at the following address:

LEHMAN BROTHERS INC.
745 Seventh Avenue
New York, New York USA
Attn.: _____

LEHMAN BROTHERS INTERNATIONAL (EUROPE)
25 Bank Street
London E14 5LE
Attn.: Corporate Counsel _____

17. GENERAL PROVISIONS

17.1. Rules and Regulations. The parties acknowledge that to the extent applicable to them, they shall be subject to and shall comply with the rules and regulations of the SEC, the FSA, the NYSE and any regulatory or self-regulatory organization of which either party is or may become a member and of any governmental regulatory agency to whose jurisdiction either party may be subject. Client shall assist Agent in determining the extent, if any to which Agent is subject to the rules and regulations of any United Kingdom regulator.

17.2. Customer Agreement Determination. To the extent that any provision of this Agreement is inconsistent with any provision of any Client Customer Agreement, the terms of the

Customer Agreement shall govern; provided however, that Customer shall notify Agent of any such provision as soon as practicable.

- 17.3. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of Agent and Client.
- 17.4. Severability. If any provision or condition of this Agreement shall be held to be invalid or unenforceable the validity or enforceability of the remaining provisions and conditions shall not be affected thereby.
- 17.5. Counterparts. This Agreement may be executed in one or more counterparts all of which taken together shall constitute a single agreement.
- 17.6. Entire Agreement / Amendments. This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties.
- 17.7. Captions. Captions herein are for convenience only and are not of substantive effect.
- 17.8. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York.
- 17.9. Construction of Agreement. Neither this Agreement nor the performance of the services hereunder shall be considered to create a joint venture or partnership between Client and Agent.
- 17.10. Further Assurances. Client and Agent agree to execute such other documents as may be required by any relevant national securities exchange or clearing corporation to effect the intent of this Agreement and to deliver to each other copies of the same.

IN WITNESS WHEREOF the parties have hereto affixed their hands and seals by their duly authorized officers on the day and year first above written.

LEHMAN BROTHERS INC.

By: 

Title: MD

LEHMAN BROTHERS
INTERNATIONAL (EUROPE)

By: 

Title: Director

EXHIBIT A