

First Clearing, LLC ("FCC") serves as the custodian (the "Custodian") of your FCC Self-Directed IRA. This Agreement inures to the benefit of FCC, the Introducing Firm and their former and present employees. Pursuant to this Agreement, you will establish a FCC Securities Account ("Securities Account") for your FCC IRA. FCC provides an automatic cash investment service (the "Service") in conjunction with your FCC IRA. The Service provides, among other things, for the automatic reinvestment of income and dividends generated by the investments in your FCC IRA daily (cash sweep). The Service provides for the transfer of cash between your Securities Account and the Sweep Option you have chosen on the Enrollment Form of your FCC IRA. In establishing your FCC IRA, you agree to the following:

1. Your initial contribution to your FCC Self-Directed IRA will be invested as you may select in either the Bank Deposit Sweep Option or one of two Evergreen Money Market Funds (collectively, "Sweep Option").
The options are:
 - A. *Bank Deposit Sweep Option*, which is an interest bearing deposit account with Wachovia Bank, N.A.
 - B. *Evergreen U.S. Government Money Market Fund*, which invests solely in government securities; and
 - C. *Evergreen Money Market Fund*, which primarily invests in money market instruments issued by banks and corporations.
2. You will maintain your initial deposit invested in any of the Sweep Options for a minimum of seven (7) days.
3. In absence of any specific direction by you in your IRA Enrollment Form, your initial deposit will be invested as directed by FCC at its sole discretion.
4. A service fee of up to 0.025% (25 cents per \$1,000) per month will be charged on all Evergreen Money Market Balances. This equates to up to 30 basis points annually. The fee is deducted automatically from monthly income in the form of a reduction in the dividends you receive. The dividends appearing on your monthly statement are net of this fee.
5. You hereby authorize FCC to initiate transactions between your Securities Account and the Sweep Option selected (in accordance with the rules established by FCC for the operation of the Service), as follows:
 - A. On a daily basis, the free credit balance available in your Securities Account (as determined by FCC), will be transferred to the Bank Deposit Account or applied to the purchase of shares in the Money Market Fund you have chosen or are deemed to have chosen. This purchase will be adjusted by the amount due for any unsettled transactions in your Securities Account.
 - B. As needed, you authorize FCC to effect a liquidation of all or a portion of your Sweep Option to satisfy the unpaid portion of any transactions in your Securities Account or other activity which causes a net debit balance. Such liquidations will take place so as to make funds available to FCC on the settlement date of any securities transactions or as soon as possible thereafter in the settlement of a net debit balance caused by bookkeeping activity.
6. You will receive a monthly or quarterly Securities account statement from FCC that will detail transactions in the Sweep Option. No confirmation will be sent to you of these transactions by FCC or any other party. Accordingly, you waive any requirements (including, without limitation, any federal or state requirements) that you receive such confirmations on account of each transfer made in the Sweep Option pursuant to the Service and agree to rely instead upon your FCC account statement. You understand that this statement should be carefully reviewed by you.

7. **ARBITRATION. Arbitration Disclosures:**

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

- All of the parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute 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; or
- (ii) the class is decertified; or
- (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Arbitration Provision:

Notwithstanding the preceding paragraph, it is agreed that all controversies or disputes which may arise between you, FCC, Introducing Firm, Clearing Agent and any Sub-Advisor (and/or any other agent), (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by either the National Association of Securities Dealers, Inc. ("NASD") or the New York Stock Exchange, Inc. ("NYSE") in accordance with their respective arbitration procedures. Any of us may initiate arbitration by filing a written claim with the NASD or the NYSE. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the Commonwealth of Virginia.

8. The information set forth on all documents sent to you by FCC will be deemed conclusive unless objected by you within 10 days of its being provided to you.
9. You understand that FCC may establish general rules and regulations governing the operation of the Service (including, without limitation, establishment of the minimum level of cash balances to be transferred to and from the Sweep Option. You agree that the operation of the Service shall be governed by FCC's general rules and regulations, as now in effect or as amended from time to time, to the extent not inconsistent with the terms of your FCC Self-Directed IRA Custodial Agreement.
10. Except where components of the Service may be or are subject to the law or regulations of other jurisdictions, the constitution, rules, regulations, customs and the interpretation of this Agreement shall be construed and governed by the laws of the Commonwealth of Virginia, regardless of the choice of law rules thereof. No provisions of this IRA Cash Account Agreement may be waived, altered, modified or amended unless the same is in writing and signed by an authorized officer of FCC.
11. You understand that checkwriting, draft transfers, or similar transaction privileges related to the Sweep Option may not be available to your FCC Self-Directed IRA.
12. Unless you object in writing, you agree that pursuant to Rule 14b-1(c) of the Securities and Exchange Commission, FCC is obliged to provide your name(s) and address(es) to each requesting issuer in which you hold securities in FCC's nominee name. This rule prohibits such issuer from using your name(s) and address(es) for any purpose other than corporate communications.

For a further explanation of how the Service operates, see *Is My Idle Cash Invested?* in the accompanying Disclosure Statement. In addition, if you selected one of the Evergreen Money Market Funds, you should review the Fund prospectus which will be mailed to you.

While the Service is presently available based on the conditions and requirements specified above, FCC retains the right to unilaterally change such conditions and requirements from time to time, as well as any other provision of this IRA Cash Account Agreement, and does not guarantee the continued availability of the Service.

This IRA Cash Account Agreement is attached to and made a part of your FCC Self-Directed IRA and is subject to its terms. If there is an irreconcilable conflict between the provisions of your IRA Cash Account Agreement and the provisions of your FCC Self-Directed IRA, the provisions of your FCC Self-Directed IRA will govern.