Agent Deposit Account Agreement
(Account Opened and Controlled by Agent)

V1.1_06_08_10

This Agent Deposit Account Agreement is dated_____, by and between_____, a _____ ("Principal"); and_____, a ____ ("Agent").

Recitals. Principal and Agent have entered into a separate agreement regarding the management of certain property and funds of Principal (the "Funds"). Principal has authorized Agent to (a) open one or more deposit accounts ("Accounts") at JPMorgan Chase Bank, National Association ("Bank") upon which the Agent shall be authorized to deliver instructions to the Bank with respect to the deposit of funds to the Account and to execute payment instructions; (b) enter into servicing agreements related to the Accounts: and (c) to otherwise control and give instruction on the Accounts.

Agreement. The parties agree as follows:

1. The officers or other authorized representatives of Agent are authorized, on behalf of Principal, to open the deposit account or accounts listed on the attached Schedule A ("Accounts") with Bank for and in the name of Agent as agent for Principal, and to execute and deliver all agreements and documents requested by Bank in connection with the Accounts. The Accounts may be titled as Agent's officers or other authorized representatives designate. Principal agrees to be bound by Bank's Terms and Conditions for Business Accounts and Services (together with all future amendments), and all other documents and agreements applicable to the Accounts ("Account Documentation"). The persons designated in the Agent's Certificate Regarding Accounts or other authorizing resolution or certificate of Agent ("Agent Authorization") and their successors ("Authorized Persons") are authorized to take any actions with respect to the Accounts permitted under the Agent Authorization, to the same extent as if Agent were the beneficial and legal owner of the Accounts. The Agent Authorization is not required to make specific reference to the Principal or the Accounts. Bank is authorized to pay all items and follow all instructions given pursuant to the Agent Authorization.

2. Bank is authorized to accept for deposit, for credit, for collection, or otherwise, checks, drafts, acceptances, and other instruments endorsed by any person or by stamp or other impression in the name of Agent or Principal, or items payable to Agent, Principal, or any assumed name used by Agent or Principal, without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds. Bank is otherwise authorized to accept all instructions or actions of the Agent pursuant to the Account Documentation including deposits and payments by any method and to provide services related to the Accounts.

3. Principal acknowledges and agrees that it has no rights to give any instructions or to take any action with regard to the Accounts and gives all such authority in the Agent. Principal and Agent agree to provide the Bank with any further documentation or evidence of the existence of the relationship between the Principal and Agent related to the Accounts as may be reasonably requested by the Bank.

4. Bank is released from any liability for and will be indemnified by both the Agent and Principal against any loss, liability or expense arising from honoring this Agreement.

5. Each of the undersigned agrees to the terms of this Agreement and certifies that they have the authority to execute this Agreement on behalf of their respective companies.

AGREED TO:

(Name of Principal)

By: _____ (Signature)

_____ (Print Name and Title)

By: _____ (Signature)

_____ (Print Name and Title)

(Name of Agent)

By: _____ (Signature)

_____ (Print Name and Title)

By: _____ (Signature)

_____ (Print Name and Title)

Please Note: Complete this certification only if the Bank is to use the Principal's TIN on the account. If the Principal's TIN is to be used, the account name should read: "[Name of Principal], by [Name of Agent], as Agent."

Taxpayer Identification Certification:

By signing below, I certify under penalties of perjury that:

1. The number shown below is Principal's correct taxpayer identification number; and
2. Principal is not subject to backup withholding because (a) Principal is exempt from back-up withholding (Principal must check the appropriate box below); (b) Principal has not been notified by the Internal Revenue Service that it is subject to back-up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Principal that it is no longer subject to back-up withholding; and
3. Principal is a U.S. person (including a U.S. resident alien).
   - ☐ Check here if Principal is exempt from backup withholding.
   - ☐ Check here if Principal is subject to backup withholding for failure to report interest or dividends.
   - ☐ Check here if Principal is not a U.S. person (including a U.S. resident alien), and complete the appropriate Form W-8.

Company Taxpayer Identification Number: ☐ ☐ - ☐ ☐ ☐ ☐ ☐ ☐ ☐

Note: If you are applying for a taxpayer identification number, write "Applied for" over above boxes.

PRINCIPAL NAME: _____

Signature of person certifying: _____

Name: _____

Title: _____

Agent Deposit Account Agreement Dated | SCHEDULE A

Name of Principal:	Name of Agent:
Deposit Account Number:	